

CITY OF GERVAIS

592 Fourth Street/PO Box 329, Gervais, Oregon 97026-0329

City Hall: 503-792-4900 Fax: 503-792-3791

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

GERVAIS CITY COUNCIL AGENDA

The Gervais City Council will hold a Regular Council Meeting starting at 7:00 PM on Thursday, January 13, 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: January 13, 2022 City of Gervais Council Meeting

Time: January 13, 2022 07:00 PM Pacific Time (US and Canada)

TO JOIN THE MEETING VIA WEBSITE/TABLET/MOBILE:

<https://us06web.zoom.us/j/86115122162?pwd=RTNINUpNV003VEliMmM0VzNuWdVtdz09>

Meeting ID: 861 1512 2162

Passcode: 047506

TO JOIN THE MEETING VIA TELEPHONE ONLY:

1-253-215-8782 US (Tacoma)

Meeting ID: 861 1512 2162

Passcode: 047506

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

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

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

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

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

Requested Action: Motion to approve the January 6, 2022 consent calendar as presented.
7. Committee Reports
 - a. Ad Hoc – Skate Park (See written report)
8. Presentations
 - a. Woodburn Fire District – Request for American Rescue Plan Allocation (ARPA) Funds
 - b. Gervais School District - Partnering with City on community growth and sustainability
9. Public Hearing - none
10. Action Items
 - a. Renew Personal Services Agreement between City of Gervais and Beery, Elsner & Hammond, LLP
 - b. Approve agreement with Mid-Willamette Valley COG to facilitate council rules update
11. Old Business
 - a. See activity tracker
12. New Business
 - a. Overview and Acknowledgement of 5-Year TMDL Report and Implementation Plan
 - b. Renewal of telephone franchise with Gervais Telephone dba Datavision
 - c. Discontinuation of Datavision Video Franchise Agreement
13. Staff Reports:
 - a. City Manager
 - b. Police Department
 - c. Public Works
14. Business from the Mayor or Council
15. Adjourn

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

**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 DECEMBER 2, 2021**

1. Call to Order

Mayor Annie Gilland called the meeting to order at 7:02 pm.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Councilor Gonzalez

3. Roll Call

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

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

Others Present: None

4. Announcements/Additions

Mayor Gilland added an executive session before adjourning the meeting. Officer Carlos Camacho was sworn in as a Gervais Police Officer. Angelo Ferreira received donations from City Council members for his Vegas trip to play football for Oregon.

5. Public Comment

Rocky Sherwood, President and CEO of City of Hubbard Events, 2622 Nina Pl., Hubbard, OR, 97032. Mr. Sherwood invited City of Gervais to attend the 2nd annual Hubbard Parade on Dec 10th. Gilland replied that Gervais had a City event on that day. Sherwood invited Gervais to attend Hubbard's 2nd Annual Holiday Food Drive on Wednesday December 22nd. Council President Wagner provided Rocky with her business card with contact information. Mayor Gilland thanked Rocky for coming and stated she was looking forward to donating on the 22nd. Gilland informed Rocky about other City events and invited him to participate.

Chief Joe Budge, Woodburn Fire District informed the council effective November 1st the Fire District began operating a 2nd career staffed response engine. This engine is operated Monday - Thursday 7 am to 5 pm. Budge reported it took 3 full shifts to operate one response engine and they will be adding 2nd and 3rd shifts as budget allowed. Budge stated the Fire District development has made it possible to be proactive in hiring. Gervais would be impacted with quicker response times.

6. Consent Calendar

- a. Approval of the minutes of the November 4, 2021 Regular Session
- b. Approval of bill list for October 27 – November 23, 2021

Council President Wagner made a motion to approve the December 2, 2021 consent calendar as presented, seconded by Councilor Bartch. Motion is unanimously carried and so moved.

7. Committee Reports

a. Ad Hoc – Skate Park

Laura Clifton reported that she spoke to the people that designed the Donald skate park. For a 4,000 square foot skate park it would cost \$150,000. Clifton mentioned looking at the vacant streets and keeping that option open. Sacred heart invited the Skate Park Ad Hoc Committee to come back for a 2nd meeting to speak with their board on January 18th.

Council President Wagner asked Clifton what streets she was looking at. Clifton answered Grove, Fir, Cedar and Alder. Wagner asked if Sacred Heart could be invited to the City Council to meet. Gilland replied they wouldn't do that. Wagner communicated her concerns about leasing a property when leases could be broken by the owner and would result in the City losing \$100,000 and the skate park. Gilland stated it would go from committee to the church board and then to the archdiocese. Their legal and the City's legal would put together a deal. Mayor Gilland stated she would be willing to take the gamble because she trusts the church wouldn't do that. Clifton stated she would like to bring more than one option to the council. Wagner suggested Black Walnut Park old retention pond area being another option. Councilor Harvey mentioned utilizing the area near the Ivy Woods Estates. The council discussed other options and Clifton stated she would take the councils suggestions to the next committee meeting.

8. Presentations

a. Culpepper and Meriweather Circus, Doug Stalker, with consideration to sponsor event.

Doug Stalker reported that Culpepper and Meriweather was a one day, two show big top circus. Stalker reported the circus will be coming on May 22nd. They set up at 10 am and have 2 shows on Sunday at 2:00 and at 4:30, both 90 minutes long. . The sponsor arranges the spot and sells tickets. They set up behind the elementary School. The circus is responsible for the insurance

and porta-potties. Sponsor sells tickets and makes commission. The sponsor provides ticket takers and the circus settles up in the morning with the pre-sale commission. The sponsor makes more money on the pre-sale than the day of the show but they make money on all tickets. The cost to bring the circus to town is \$290.00

Mayor Gilland suggested the DARE program taking tickets and asked Chief Chase if this was something they could do. Chief Chase responded that he will check with City Manager Marston and the legalities of it.

Council President Wagner suggested the circus money be put towards the park funds.

Council President Wagner made a motion to approve \$290.00 to bring the Culpepper and Meriweather Circus to Gervais and allow City Manager to enter into a contract, seconded by Councilor Bartch. Motion is unanimously carried and so moved.

9. Actions Items

a. IGA between City of Gervais and Oregon DLCD to participate in Marion County Multi-Jurisdictional Natural Hazards Mitigation Plan Update

Councilor Harvey asked for a work session because he had a lot of questions. Mayor Gilland asked if it was a pressing item. City Manager Marston replied that it was and provided the council with an overview. She stated the project was funded by FEMA and led by Marion County. The result of the project would be an updated natural hazard mitigation plan. These plans get updated every 5 years. The IGA formalizes a working relationship with the City to ensure the City gets a final deliverable in the form of a natural hazard mitigation plan that is FEMA approved and keeps our eligibility good for FEMA funds in the event of a disaster. Susie stated it wouldn't cost anything. Councilor Harvey was concerned that it was a lot of work for Susie. Marston communicated the importance of this IGA to keep Gervais eligible for funding. Council President Wagner reported that in her experience working with CERT this IGA helps cities have a spot in line, have the information in the system and available, and FEMA has a better understanding of the City's needs.

Councilor Bartch made a motion to approve the IGA between City of Gervais and Oregon DLCD to participate in Marion County Multi-Jurisdictional Natural Hazards Mitigation Plan Update and giving Susie the approval to do what is necessary to move forward, seconded by Council President Wagner. Motion is carried and so moved.

b. Grant Agreement – ODOT 2022 Small City Allotment Program

City Manager Marston explained that this is a grant that Gervais is eligible to apply for every year to improve streets in Gervais and thankfully the City has been successful in getting it. It used to be \$50,000 and now it is \$100,000.

Council President Wagner made a motion to accept the Grant Agreement for the ODOT 2022 Small City Allotment Program and give Susie approval to sign the same, seconded by Councilor Gonzalez. Motion is unanimously carried and so moved.

10. Old Business

a. See activity tracker

Mayor Gilland noted she liked the activity tracker and thought it would be helpful for staff as well as council. City Manager Marston reported that the activity tracker would be a great tool internally as well as communicating with council. City Recorder, Denise Dahlberg informed the council that the audio files were too large to upload onto the current website. Dahlberg reported she was able to upload the audio files with third party software and explained the limitations on the current website. There was a discussion about upgrading the City's website and what it would cost. Mayor Gilland suggested a website upgrade with functional website with audio and video and asked City Marston to bring a few quotes to the council for consideration.

Mayor Gilland asked for a consensus from the council for staff to move forward in the process of finding quotes to upgrading the website. All councilors present approved consensus.

Councilor Bartch requested adding an update on the tracker about 7th & 8th Streets project for small city allotment from last year. City Manager Marston stated she would update the tracker and reported to the council that project was currently at the County for review. Mayor Gilland wanted to talk about truck traffic so that Gervais would be ready by the time Amazon came in. Superintendent Robinson voiced that all the roads are county and Gervais can't do much without County approval. There was a council discussion about how to get Marion County's attention for county road improvements. City Manager Marston suggested with the consensus of the council, they could reach out to a county commissioner.

Mayor Gilland asked for a consensus from the council for she and Council President Wagner to attend the French Prairie county meetings to connect with Marion County Commissioner about moving forward with county road improvements in Gervais. All councilors present approved consensus.

Mayor Gilland asked if there was a way to find out about Dial-a-Ride for Gervais Seniors. Council President Wagner explained Dial-a-Ride isn't available to Gervais. Councilor Harvey explained he would contact MV Transportation that handles all the rides outside of Salem.

Mayor Gilland asked for a consensus from the council to allow Councilor Harvey to call and inquire about Senior transportation in Gervais. All councilors present approved consensus.

11. New Business

a. Tree City USA Discussion

City Manager Marston reported that Tree City USA was subject to their annual renewal process and the report is due every December 15th. Marston explained that the City needs to show participation in the program and that the City has their Proclamation. The expense towards planting and taking out trees needs to be \$2.00 per capita. The expense Gervais needs to meet (including staff time) is \$ 5,200.

Council President Wagner commented that Tree City USA goes with Arbor Day and in previous years there was a Proclamation read by the previous Mayor and Council. They would take tree saplings to the schools for 2nd and 3rd graders and their families to plant.

b. Consider Donation to League of Oregon Cities Foundation

City Manager Marston explained the donations collected for the League of Oregon Cities Foundation goes towards their training programs. Elected Officials and City staff can use this money for scholarships to attend conferences and trainings. She reported that last year Gervais City Council donated \$100. Marston informed the council that the suggested donation amount is 5 cents per capita, which is \$130.00 for Gervais.

Council President Wagner made a motion to approve the \$130 donation to the League of Oregon Cities Foundation and give authority to City Manager Marston to proceed. Seconded by Councilor Barch. Motion is unanimously carried and so moved.

12. Staff Reports

a. City Manager

City Manager Marston provided the council with a written report. Marston voiced there was an opportunity for Marion County ARPA funding. She explained that the grant opportunity opened after the last council meeting and the deadline is December 9th and there hadn't been discussion on what projects the funds would be used for and she doesn't know what the project would even be. The council discussion summarized not having a current project idea and looking into future grant opportunities.

Marston informed the council that Lisa Leslie would not be able to commit to the grant writing work due to personal reasons. She will try to connect the City and School District to another grant writer she knows. Marston stated she would contact the COG as well to see if they have someone who can help with that intensive type of work.

Marston reported that the council asked her to check on attorney rates for the council rules discussion. The City Attorney rate depends on who they use and would be \$235 - \$245 an hour.

The COG has an attorney on their staff and his rate is \$170 an hour. Marston stated that it's in the best interest to use the City's contracted attorney and Chad the current City attorney agrees with that. Marston reported that Gervais City attorney Chad has a lot of respect for Bill Monahan at the COG and he would be okay if the council decided on him.

Mayor Gilland and Councilor Harvey suggested the council highlight the rules they wanted changed before the work session. The council agreed on January 20th, 6:30 PM for a work session date and Susie would check to see if Bill Monahan from the COG is available on that date.

Marston updated council that the franchise the City has with Datavision expired in May of 2011. Marston passed out a document for the council to review. She asked the council to think about whether they wanted to renew or renegotiate and it could be discussed at the January regular council session.

b. Police Department – Chief Mark Chase

Chief Chase reminded the council they approved a grant for \$30,000 and delivery on a generator is currently about 40 weeks out. They are currently researching vendors and pricing. Chase reported there won't be a generator by this winter, however Public Works had one available if there was an emergency.

Chase communicated the delay in DARE classes due to some scheduled school assemblies.

Chase commended all the Gervais Police Officers stepping up and doing such a great job as they fill positions. Chief Chase reported they hired another Police Officer and he will be sworn in at January's meeting.

Chase spoke about establishing plans to support Chemeketa students with work experience opportunities in Gervais.

c. Public Works – Superintendent John Robinson

Superintendent Robinson reported there had been a catch basin installed at Ivy Woods to take care of a drainage issue. Robinson explained what it would require to expand the basketball court. He reported a new basket with pole is around \$1,000, and with equipment rental and materials he estimated \$2,000.

Mayor Gilland asked for a consensus for City manager Marston to move forward and find the funding to install new hoop at basketball court. All councilors present approved consensus.

Robinson made contact with Willamette Valley Security to get cost of upgrading camera system at Black Walnut Park. Robinson asked the council how much they wanted to spend on park lighting. Robinson suggested lights mounted on structures so that public works could service

the units no matter what style they choose. There was a discussion on how many lights were needed, what kind and how much.

Mayor Gilland asked for consensus for Council President Micky Wagner to talk to PGE and Laura Clifton to inquire about park lighting options. All councilors approved consensus.

Robinson closed with letting the council know that the construction for the Ivy Woods fence started that day.

13. Business from the Mayor or Council

Mayor Gilland reported that Councilor Gonzalez would like to have a Veteran's Wall for Gervais. Gilland stated he had great ideas and would be presenting them to the council in the future. Mayor Gilland communicated this idea having a lot of value and it would be something to look forward to.

Mayor Gilland reported she wanted to do the Mayor's Contest and wanted to present it to the council in January. She asked the council to think about prizes. Councilor Barch suggested Gilland talk to Dandy to see if she could talk to the kids about what it is like to be a Mayor for the 5th grade writing contest.

Council President Wagner announced the Winter Festival on December 10th. She stated there would be arts & crafts, grab-n-go meals, tree lighting, some holiday singing and Latino folk dancing. She encouraged everyone to come out and enjoy a fun night in Gervais.

14. Executive Session pursuant to ORS 192.660(2)(i), to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

15. Adjourn

Mayor Gilland adjourned the meeting at 9:14 PM

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON DECEMBER 2, 2021 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

leb.

City of Gervais
Bill List
November 24, 2021 - December 27, 2021

Advance Auto Parts	12/22/2021	F250-Maint Oil Change	General Fund	Streets	24.25
	12/22/2021	F250-Maint Oil Change	Water Fund	Water	24.25
	12/22/2021	F250-Maint Oil Change	Sewer Fund	Sewer	24.26
	TOTAL:				72.76
Amazon Capital Services		Printer Ribbon,18 Moz Cale	General Fund	Admin	50.96
	12/14/2021	Cpy Ppr,Clr Tabs, Pens,Bro	General Fund	Admin	221.66
	TOTAL:				272.62
Bi-Mart		Vehicle Maintenance	General Fund	Streets	8.99
		Christmas Lights	General Fund	Streets	44.97
		Lights for Christmas Tree	General Fund	Streets	44.97
		Vehicle Maintenance	Water Fund	Water	8.99
		Vehicle Maintenance	Sewer Fund	Sewer	8.98
TOTAL:				116.90	
Bretthauer Oil Co.	12/14/2021	Nov 2021 Fuel Charges	General Fund	Police	628.16
	12/14/2021	Nov 2021 Fuel Charges	General Fund	Streets	122.69
	12/14/2021	Nov 2021 Fuel Charges	Water Fund	Water	122.69
	12/14/2021	Nov 2021 Fuel Charges	Sewer Fund	Sewer	122.70
TOTAL:				996.24	
Business Oregon - Oregon Business Deve	12/14/2021	WasteWater Loan Payment	Debt - Sewer	Debt - Sewer	48,060.00
	12/14/2021	WasteWater Loan Payment	Debt - Sewer	Debt - Sewer	14,299.00
TOTAL:				62,359.00	
CIS Trust	12/2/2021	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	161.35
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	194.88
	12/2/2021	EMPLOYEE/FAMILY MED INS	General Fund	Admin	98.36
	12/2/2021	KAI/WILL/CH	General Fund	Admin	30.19
	12/2/2021	LIFE INSURANCE	General Fund	Admin	2.22
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	161.35
	12/2/2021	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	4,004.10
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	191.20
	12/2/2021	EMPLOYEE/FAMILY MED INS	General Fund	Police	1,983.34
	12/2/2021	KAI/WILL/CH	General Fund	Police	30.19
	12/2/2021	LIFE INSURANCE	General Fund	Police	22.47
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	35.86
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	38.24
	12/2/2021	EMPLOYEE/FAMILY MED INS	General Fund	Court	393.43
	12/2/2021	KAI/WILL/CH	General Fund	Court	6.71
	12/2/2021	LIFE INSURANCE	General Fund	Court	0.81
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	State Tax Street	F Street Improvement	71.71
	12/2/2021	EMPLOYEE/SP MEDICAL INS	State Tax Street	F Street Improvement	363.43
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	State Tax Street	F Street Improvement	422.31
	12/2/2021	EMPLOYEE/FAMILY MED INS	State Tax Street	F Street Improvement	897.84
	12/2/2021	KAI/WILL/CH	State Tax Street	F Street Improvement	13.42
	12/2/2021	LIFE INSURANCE	State Tax Street	F Street Improvement	6.07
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	125.50
	12/2/2021	EMPLOYEE/SP MEDICAL INS	Water Fund	Water	472.46
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	287.63
	12/2/2021	EMPLOYEE/FAMILY MED INS	Water Fund	Water	448.92
	12/2/2021	EMPLOYEE/FAMILY MED INS	Water Fund	Water	688.51
	12/2/2021	KAI/WILL/CH	Water Fund	Water	23.48
	12/2/2021	LIFE INSURANCE	Water Fund	Water	7.38
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	125.50
	12/2/2021	EMPLOYEE/SP MEDICAL INS	Sewer Fund	Sewer	472.46
	12/2/2021	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	287.63
	12/2/2021	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	448.92
12/2/2021	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	688.51	
12/2/2021	KAI/WILL/CH	Sewer Fund	Sewer	23.48	
12/2/2021	LIFE INSURANCE	Sewer Fund	Sewer	7.38	
12/2/2021	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	35.86	
12/2/2021	EMPLOYEE/SP MEDICAL INS	Storm Drainage	Storm Drainage	145.38	
12/2/2021	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	115.09	

	12/2/2021	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	199.53
	12/2/2021	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	98.36
	12/2/2021	KAI/WILL/CH	Storm Drainage	Storm Drainage	6.72
	12/2/2021	LIFE INSURANCE	Storm Drainage	Storm Drainage	2.28
				TOTAL:	13,840.46
Clty Sweepers, LLC	12/8/2021	Street Sweeping- Residenti	State Tax Street	F Street Improvement	675.00
				TOTAL:	675.00
Columbla Bank Cardmember Services		Envelopes for checks	General Fund	Admin	45.60
		CCamacho Business cards-PD	General Fund	Police	31.99
		Council Goodle Bags for sc	General Fund	Council	7.84
		Council Goodle Bags for sc	General Fund	Council	25.00
		Chem Tech Pumps	Water Fund	Water	303.15
		Return test flow meter-ups	Sewer Fund	Sewer	51.54
		Chem Tech Pumps	Sewer Fund	Sewer	303.15
				TOTAL:	768.27
Correct Equipment		New Water Meters	Water Fund	Water	3,831.00
				TOTAL:	3,831.00
Culpepper & Merriweather Circus	12/8/2021	Circus May 22, 2022	General Fund	Admin	290.00
				TOTAL:	290.00
DataVision Cooperative	12/14/2021	Nov 2021 Telephone Charges	General Fund	Admin	504.68
	12/14/2021	Nov 2021 Telephone Charges	General Fund	Police	281.67
	12/14/2021	Nov 2021 Telephone Charges	General Fund	Streets	57.01
	12/14/2021	Nov 2021 Telephone Charges	Water Fund	Water	57.01
	12/14/2021	Nov 2021 Telephone Charges	Sewer Fund	Sewer	57.01
				TOTAL:	957.38
F&W Fence Company, Inc.	12/14/2021	Ivy Woods 4' tall black fe	Storm Drainage	Storm Drainage	8,417.48
				TOTAL:	8,417.48
G.W. Hardware	12/8/2021	Wire brush, cutoff wheels, CH Flag Pole	General Fund	Streets	20.31
	12/8/2021	Wire brush, cutoff wheels,	General Fund	Streets	37.95
	12/8/2021	Wire brush, cutoff wheels,	Water Fund	Water	20.31
	12/14/2021	1/2"304SS Nipple, Locking	Sewer Fund	Sewer	20.30
				Sewer Fund	20.98
				TOTAL:	119.85
Goodyear Tire & Rubber Company	12/14/2021	Tires- EAG Enforcers	General Fund	Police	584.04
				TOTAL:	584.04
Gralnger	12/8/2021	Replace Tube Assy- PW	Water Fund	Water	31.34
	12/8/2021	Replace Tube Assy- PW	Sewer Fund	Sewer	31.34
				TOTAL:	62.68
Greatland	12/8/2021	2021 W2's & 1099's, Envelo	General Fund	Admin	142.68
				TOTAL:	142.68
HRA VEBA Plan	12/2/2021	HRA VEBA Contribution	General Fund	Admin	18.51
	12/2/2021	HRA VEBA Contribution	General Fund	Police	51.59
	12/2/2021	HRA VEBA Contribution	General Fund	Court	10.49
	12/2/2021	HRA VEBA Contribution	State Tax Street	F Street Improvement	47.23
	12/2/2021	HRA VEBA Contribution	Water Fund	Water	50.74
	12/2/2021	HRA VEBA Contribution	Sewer Fund	Sewer	50.74
	12/2/2021	HRA VEBA Contribution	Storm Drainage	Storm Drainage	15.70
				TOTAL:	245.00

Harden Psychological Associates, P.C.	12/14/2021 Pre-Employment - Z. Rlse	General Fund	Police	410.00
			TOTAL:	410.00
Hillyer's Ford	12/8/2021 Oil& Filter Service-PW Tru	General Fund	Streets	16.87
	12/14/2021 2016 Ford Maintenance	General Fund	Streets	16.87
	12/8/2021 Oil& Filter Service-PW Tru	Water Fund	Water	16.87
	12/14/2021 2016 Ford Maintenance	Water Fund	Water	16.87
	12/8/2021 Oil& Filter Service-PW Tru	Sewer Fund	Sewer	16.86
	12/14/2021 2016 Ford Maintenance	Sewer Fund	Sewer	16.86
			TOTAL:	101.20
Hubbard Cleaners	12/8/2021 11/01-11/30/21-PD Dry Clea	General Fund	Police	108.00
			TOTAL:	108.00
Internal Revenue Service	12/1/2021 FICA	General Fund	Admin	209.60
	12/1/2021 MEDICARE	General Fund	Admin	49.02
	12/1/2021 FICA	General Fund	Police	1,802.09
	12/1/2021 MEDICARE	General Fund	Police	421.45
	12/1/2021 FICA	General Fund	Court	108.43
	12/1/2021 MEDICARE	General Fund	Court	25.35
	12/1/2021 FICA	State Tax Street	F Street Improvement	421.35
	12/1/2021 MEDICARE	State Tax Street	F Street Improvement	98.54
	12/1/2021 FICA	Water Fund	Water	449.69
	12/1/2021 MEDICARE	Water Fund	Water	105.18
	12/1/2021 FICA	Sewer Fund	Sewer	449.69
	12/1/2021 MEDICARE	Sewer Fund	Sewer	105.18
	12/1/2021 FICA	Storm Drainage	Storm Drainage	143.25
	12/1/2021 MEDICARE	Storm Drainage	Storm Drainage	33.49
			TOTAL:	4,422.31
League of Oregon Cities	12/22/2021 OCCMA Mmbrshp Dues-01/22-1	General Fund	Admin	202.56
			TOTAL:	202.56
Lexipol, LLC	12/8/2021 07/21-06/30/22 Policy Rene	General Fund	Police	495.00
			TOTAL:	495.00
Lynn Peavey Company	12/14/2021 Swab Cap-Shure 50/Pk	General Fund	Police	43.16
			TOTAL:	43.16
Moonlight Maintenance	12/8/2021 Nov 2021 Janitorial Serv/c	General Fund	Admin	478.00
			TOTAL:	478.00
NW Natural Gas	12/14/2021 Nov 2021 Heating - CH	General Fund	Admin	108.90
	12/14/2021 Nov 2021 Heating - PD	General Fund	Police	56.18
			TOTAL:	165.08
Oregon Assocation of Municipal Record	12/22/2021 OAMR Member Renewal-Ddahlb	General Fund	Admin	60.00
			TOTAL:	60.00
Oregon Department of Revenue	12/1/2021 SUTA	General Fund	Admin	2.20
	12/1/2021 WORKERS COMP	General Fund	Admin	0.83
	12/1/2021 SUTA	General Fund	Police	83.88
	12/1/2021 WORKERS COMP	General Fund	Police	7.89
	12/1/2021 SUTA	General Fund	Court	13.11
	12/1/2021 WORKERS COMP	General Fund	Court	0.47
	12/1/2021 SUTA	State Tax Street	F Street Improvement	3.17
	12/1/2021 WORKERS COMP	State Tax Street	F Street Improvement	2.26
	12/1/2021 SUTA	Water Fund	Water	16.97
	12/1/2021 WORKERS COMP	Water Fund	Water	2.26
	12/1/2021 SUTA	Sewer Fund	Sewer	16.97
	12/1/2021 WORKERS COMP	Sewer Fund	Sewer	2.26
	12/1/2021 SUTA	Storm Drainage	Storm Drainage	2.90
	12/1/2021 WORKERS COMP	Storm Drainage	Storm Drainage	0.71
			TOTAL:	155.88

Oregon Secretary of State, Division of	12/22/2021	2020-21 Audits Division	General Fund	Admin	250.00
				TOTAL:	250.00
PGE	12/8/2021	PGE	General Fund	Admin	39.48
	12/8/2021	PGE	General Fund	Admin	616.33
	12/8/2021	PGE	General Fund	Streets	44.15
	12/8/2021	PGE	General Fund	Streets	24.05
	12/8/2021	PGE	General Fund	Streets	1,363.51
	12/8/2021	PGE	General Fund	Parks Department	14.96
	12/8/2021	PGE	Water Fund	Water	1,538.18
	12/8/2021	PGE	Water Fund	Water	369.56
	12/8/2021	PGE	Sewer Fund	Sewer	702.04
	12/8/2021	PGE	Sewer Fund	Sewer	134.65
	12/8/2021	PGE	Sewer Fund	Sewer	2,343.94
	12/8/2021	PGE	Sewer Fund	Sewer	266.58
				TOTAL:	7,457.43
Pacific Office Automation		Copier Lease - CH	General Fund	Admin	183.10
	12/14/2021	Copier/lease - PD	General Fund	Police	155.36
				TOTAL:	338.46
Pilar Zamora	12/14/2021	Dec 11, 2021 - 2hrs @ \$40	General Fund	Court	80.00
				TOTAL:	80.00
Pitney Bowes	12/14/2021	Postage Refill	General Fund	Admin	33.57
	12/14/2021	Postage Refill	General Fund	Police	22.76
	12/14/2021	Postage Refill	Water Fund	Water	24.34
	12/14/2021	Postage Refill	Sewer Fund	Sewer	24.33
				TOTAL:	105.00
Tetra Tech, Inc.		City Engineering Svcs	General Fund	Streets	350.48
		City Engineering Svcs	State Tax Street	F Street Improvement	116.83
		City Engineering Svcs	Water Fund	Water	116.83
		City Engineering Svcs	Sewer Fund	Sewer	116.83
		City Engineering Svcs	Storm Drainage	Storm Drainage	1,303.65
				TOTAL:	2,004.62
The Radar Shop	12/14/2021	Srvcs Road Testing Unit 10	General Fund	Police	115.00
				TOTAL:	115.00
Tyler Technologies Incode Division	12/14/2021	Court, Finance, Svcs, fees	General Fund	Admin	972.66
	12/14/2021	Court, Finance, Svcs, fees	General Fund	Police	486.33
	12/14/2021	Court, Finance, Svcs, fees	General Fund	Streets	243.16
	12/14/2021	Court, Finance, Svcs, fees	General Fund	Court	243.16
	12/14/2021	Court, Finance, Svcs, fees	State Tax Street	F Street Improvement	486.33
	12/14/2021	Court, Finance, Svcs, fees	Water Fund	Water	1,556.25
	12/14/2021	Court, Finance, Svcs, fees	Sewer Fund	Sewer	1,459.00
				TOTAL:	5,446.89
US Postal Service	12/8/2021	Water/Sewer Postage Refill	Water Fund	Water	137.50
	12/8/2021	Water/Sewer Postage Refill	Sewer Fund	Sewer	137.50
				TOTAL:	275.00
Vantagepoint Transfer Agents - 3030671	12/2/2021	457B Contribution	General Fund	Police	476.21
				TOTAL:	476.21
Verizon Wireless	12/17/2021	Nov 02 - Dec 01 Phone Char	General Fund	Police	363.67
	12/17/2021	Nov 02 - Dec 01 Phone Char	General Fund	Streets	53.88
	12/17/2021	Nov 02 - Dec 01 Phone Char	Water Fund	Water	53.88
	12/17/2021	Nov 02 - Dec 01 Phone Char	Sewer Fund	Sewer	53.89
				TOTAL:	525.32

Waterlab Corp.	12/14/2021 Water/WasteWater Testing	Water Fund	Water	70.00
	12/14/2021 Water/WasteWater Testing	Sewer Fund	Sewer	430.00
			TOTAL:	<u>500.00</u>
Willamette Valley Security, Inc.	12/15/2021 01/01/22-03/31/22 Security	General Fund	Admn	209.70
	12/15/2021 01/01/22-03/31/22 Security	General Fund	Police	29.95
	12/15/2021 01/01/22-03/31/22 Security	Water Fund	Water	59.90
			TOTAL:	<u>299.55</u>

GRAND TOTAL 118,266.03

FUND TOTALS	
100 General Fund	21,702.04
110 State Tax Street Fund	3,625.49
200 Water Fund	11,037.64
210 Sewer Fund	9,021.46
215 Storm Drainage	10,520.40
510 Debt- Sewer	62,359.00
GRAND TOTAL	118,266.03

7a.

Denise Dahlberg

From: lauracliffon <lauracliffon@gmail.com>
Sent: Wednesday, December 29, 2021 12:15 PM
To: Denise Dahlberg
Subject: RE: Ad Hoc - Skate Park Committee Report

Hi Dennise -

Thanks for the reminder. My cell phone is silent during working hours but I did receive your message.

I will just report out for January council meeting:

Parks & Rec's committee is working on providing light options for the Black Walnut Park & will email some options soon.

Happy Holiday's

Laura

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Denise Dahlberg <DDahlberg@cityofgervais.com>
Date: 12/29/21 11:19 AM (GMT-08:00)
To: lauracliffon@gmail.com
Subject: Ad Hoc - Skate Park Committee Report

Hello Laura,

I called the phone number we have on file for you and left a message.

Will you be providing a written report or minutes for January 6th Council meeting? If so can you send it to me before 3:00 pm today? I am preparing Council Packets to distribute today.

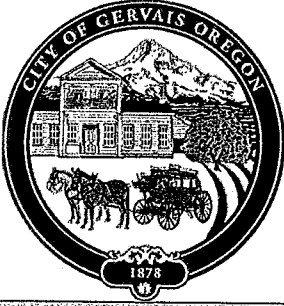
Thank you!

Denise Dahlberg

City Recorder

City of Gervais

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

	Agenda Item No.:	Topic:
	10.a.	Renew Personal Services Agreement between City of Gervais and Beery, Elsner and Hammond, LLP
	Agenda Type:	
	Action Item	
	Meeting Date:	
January 6, 2022	Prepared by:	
		Susie Marston

The Personal Services Agreement the City has with Beery, Elsner and Hammond, LLP (BEH) to provide legal services to the City is up for renewal. The office of city attorney is established as the chief legal officer of the City and is appointed by a majority of the city council.

BEH is specialized to serve municipalities. Their attorneys are specialized in several areas of the law: Land Use, Labor and Employment, Municipal & Governance (public meetings, records, contracts, etc), Utility Franchising, Public Utilities, and Police and Public Safety.

The City can set the contract to renew for another year, renew for multiple years or to automatically renew each year. I included two drafts to show the difference in the language, depending on which option the council chooses. The council will need to decide on the terms of the contract (definite term or auto renewal), and indicate the choice in the motion.

If the council chooses auto renewal

**CITY OF GERVAIS
BEERY ELSNER & HAMMOND, LLP**

PERSONAL SERVICES AGREEMENT

This Agreement is made and entered into effective this ____ day of January, 2022, by and between the City of Gervais, a municipal corporation in the State of Oregon (“CITY”), and Beery Elsner & Hammond, LLP (“ATTORNEY”).

WHEREAS, CITY has need for legal services with the particular training, ability, knowledge, and experience possessed by ATTORNEY; and

WHEREAS, CITY has determined that ATTORNEY is qualified and capable of performing the professional services as CITY hereinafter requires, under the terms and conditions set forth below

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term

The term of this Agreement shall become effective on the date above and shall automatically renew for subsequent one-year terms, unless terminated consistent with the provisions of Section 11 of this Agreement.

2. Services

ATTORNEY shall provide general and specialized municipal legal services to CITY as the same may be requested by the City Manager, City Council, Mayor or other consultants representing CITY.

3. Attorney Identification

ATTORNEY shall furnish CITY with its employer identification number, as designated by the Internal Revenue Service.

4. Compensation

A. Payment will be made to ATTORNEY for services identified based upon a detailed monthly billing showing work performed. Payment will be made within thirty (30) days of CITY’s receipt of the detailed monthly billing from ATTORNEY.

B. Current hourly rates are:

▪ Partners and Of Counsel	\$245.00 per hour
▪ Senior Associates	\$235.00 per hour
▪ Associates	\$225.00 per hour
▪ Paralegals	\$135.00 per hour
▪ Legal Assistants	\$110.00 per hour

It is understood that the above rates may be adjusted or changed by ATTORNEY on not more than a yearly basis with not less than sixty (60) days written notice to CITY.

C. Costs. CITY shall reimburse ATTORNEY for out-of-pocket expenses at ATTORNEY’S direct cost without additional markup.

If the council chooses auto renewal

5. Project Managers
CITY'S Project Manager is Susie Marston and Lead Attorney will be David F. Doughman. Each party shall give the other written notification of any change.
6. Project Information
ATTORNEY agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with matters assigned to ATTORNEY. No information, news, or press releases shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written or oral authorization of the CITY's Project Manager.
7. Indemnity and Insurance
 - A. Indemnity: ATTORNEY acknowledges responsibility for any and all liability arising out of its performance under the terms of this Agreement and shall hold CITY harmless from, defend and indemnify CITY as against any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from Attorney's acts, omissions, activities or services in the course of performing this Agreement.
 - B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar.
8. Law of Oregon
The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court, Marion County, Oregon.
9. Successors and Assignments
 - A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of CITY.
 - B. In the event the ATTORNEY assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this Agreement to some third party, ATTORNEY will ensure that said third party is made subject to all the terms and conditions of this Agreement.
10. Records
 - A. ATTORNEY shall retain all books, documents, papers, and records that are directly pertinent to this Agreement and any work done under its term for at least three (3) years.
 - B. ATTORNEY shall allow the CITY, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
11. Termination for Convenience
 - A. The CITY may terminate all or part of this Agreement at any time for its own convenience by written notice to ATTORNEY. Upon termination under this paragraph, ATTORNEY shall be entitled to compensation for all services

If the council chooses auto renewal

rendered prior to ATTORNEY'S actual notice of the termination or the receipt of the CITY's written notice of termination, whichever is earlier, plus ATTORNEY'S reasonable costs actually incurred in closing out the Agreement.

B. In the event, ATTORNEY terminates this Agreement, it may do so with or without cause but shall give not less than sixty (60) days written notice of its intent to do so to the City.

12. Payment of Claims by the CITY

If ATTORNEY fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to ATTORNEY or a subcontractor by any person in connection with this Agreement as the claim becomes due, the CITY may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to ATTORNEY pursuant to this Agreement. The CITY's payment of a claim under this paragraph shall not relieve ATTORNEY or Attorney's surety, if any, from responsibility for those claims.

13. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

14. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

CITY OF GERVAIS

BEERY, ELSNER & HAMMOND, LLP

By: _____
Title: Susie Marston, City Manager

By: _____
Title: David Doughman, Partner

Date: _____

Date: _____

Approved by Gervais City County on _____

If the council chooses a definite term

**CITY OF GERVAIS
BEERY ELSNER & HAMMOND, LLP**

PERSONAL SERVICES AGREEMENT

This Agreement is made and entered into effective this ____ day of January, 2022, by and between the City of Gervais, a municipal corporation in the State of Oregon (“CITY”), and Beery Elsner & Hammond, LLP (“ATTORNEY”).

WHEREAS, CITY has need for legal services with the particular training, ability, knowledge, and experience possessed by ATTORNEY; and

WHEREAS, CITY has determined that ATTORNEY is qualified and capable of performing the professional services as CITY hereinafter requires, under the terms and conditions set forth below

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term
The term of this Agreement shall become effective on the date above and **will continue until _____**, unless terminated consistent with the provisions of Section 11 of this Agreement.
2. Services
ATTORNEY shall provide general and specialized municipal legal services to CITY as the same may be requested by the City Manager, City Council, Mayor or other consultants representing CITY.
3. Attorney Identification
ATTORNEY shall furnish CITY with its employer identification number, as designated by the Internal Revenue Service.
4. Compensation
 - A. Payment will be made to ATTORNEY for services identified based upon a detailed monthly billing showing work performed. Payment will be made within thirty (30) days of CITY’s receipt of the detailed monthly billing from ATTORNEY.
 - B. Current hourly rates are:

▪ Partners and Of Counsel	\$245.00 per hour
▪ Senior Associates	\$235.00 per hour
▪ Associates	\$225.00 per hour
▪ Paralegals	\$135.00 per hour
▪ Legal Assistants	\$110.00 per hour
 - C. *It is understood that the above rates may be adjusted or changed by ATTORNEY on not more than a yearly basis with not less than sixty (60) days written notice to CITY.*
 - C. Costs. CITY shall reimburse ATTORNEY for out-of-pocket expenses at ATTORNEY’S direct cost without additional markup.

If the council chooses a definite term

5. Project Managers
CITY'S Project Manager is Susie Marston and Lead Attorney will be David F. Doughman. Each party shall give the other written notification of any change.
6. Project Information
ATTORNEY agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with matters assigned to ATTORNEY. No information, news, or press releases shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written or oral authorization of the CITY's Project Manager.
7. Indemnity and Insurance
 - A. Indemnity: ATTORNEY acknowledges responsibility for any and all liability arising out of its performance under the terms of this Agreement and shall hold CITY harmless from, defend and indemnify CITY as against any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from Attorney's acts, omissions, activities or services in the course of performing this Agreement.
 - B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar.
8. Law of Oregon
The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court, Marion County, Oregon.
9. Successors and Assignments
 - A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of CITY.
 - B. In the event the ATTORNEY assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this Agreement to some third party, ATTORNEY will ensure that said third party is made subject to all the terms and conditions of this Agreement.
10. Records
 - A. ATTORNEY shall retain all books, documents, papers, and records that are directly pertinent to this Agreement and any work done under its term for at least three (3) years.
 - B. ATTORNEY shall allow the CITY, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
11. Termination for Convenience
 - A. The CITY may terminate all or part of this Agreement at any time for its own convenience by written notice to ATTORNEY. Upon termination under this paragraph, ATTORNEY shall be entitled to compensation for all services

If the council chooses a definite term

rendered prior to ATTORNEY'S actual notice of the termination or the receipt of the CITY's written notice of termination, whichever is earlier, plus ATTORNEY'S reasonable costs actually incurred in closing out the Agreement.

B. In the event, ATTORNEY terminates this Agreement, it may do so with or without cause but shall give not less than sixty (60) days written notice of its intent to do so to the City.

12. Payment of Claims by the CITY

If ATTORNEY fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to ATTORNEY or a subcontractor by any person in connection with this Agreement as the claim becomes due, the CITY may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to ATTORNEY pursuant to this Agreement. The CITY's payment of a claim under this paragraph shall not relieve ATTORNEY or Attorney's surety, if any, from responsibility for those claims.

13. Modification

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

14. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

CITY OF GERVAIS

BEERY, ELSNER & HAMMOND, LLP

By: _____
Title: Susie Marston, City Manager

By: _____
Title: David Doughman, Partner

Date: _____

Date: _____

Approved by Gervais City County on _____

10b.



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

Date: December 21, 2021
To: Susie Marston, City Manager for Gervais
From: Bill Monahan, General Counsel
Subject: City Council Rules Revision Project

We are pleased to confirm my availability to assist in facilitating discussions with the City Council of Gervais on the updating of Council Rules on January 20, 2022, at 6:30 p.m..

Upon signature acceptance below, the City of Gervais hereby accepts the proposed fee as summarized below and to be invoiced following the event:

- Actual hours of in person facilitation
- 1-hour council rules and presentation preparation
- Actual hours to draft follow up language for Rules, if requested
- 2-hour travel time
- **Total hours at the FY20/21 General Counsel rate of \$170/hour.**

Signature

Title

Date

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

RESOLUTION 2021-06

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

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

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

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

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

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2021, and ending June 30, 2022, unless sooner amended:

Member Services

Recruitment Services:

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

Background Check Services \$500/background check

Legal Services

General Counsel Services	\$170 per hour
Hearings Officer Services	\$187 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,500
One Day (8 Hours)	\$3,000
Evening Plus Full Day (10 Hours)	\$3,500

Miscellaneous Technical Services

Executive Director	\$180 per hour
Support Staff	\$68 per hour

Finance Services	
Finance Director	\$118 per hour
Fiscal Assistant	\$87 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$92 per hour
Associate Planner	\$90 per hour
GIS Analyst	\$99 per hour
Support Staff	\$68 per hour

Grants Administration*	
Grants Administration Specialist	\$79 per hour
Non-profit / Government Rate	\$87 per hour
For Profit Rate	\$92 per hour
Support Staff	\$68 per hour

Housing Rehab Services*	
Grants Administration Specialist	\$79 per hour

Economic Development Services*	
Development Director	\$130 per hour
Senior Planner	\$92 per hour
Associate Planner	\$90 per hour
GIS Analyst	\$99 per hour
Support Staff	\$68 per hour

*(Any contracts that exceed a 1-year period shall be charged at the above rates plus 5%.)

GIS/Data Services

Transportation Services	
Transportation Director	\$145 per hour

GIS Services	
Member Rate	\$99 per hour
Non-profit / Government Rate	\$115 per hour
For Profit Rate	\$145 per hour

Modeling Services	
Member Rate	\$125 per hour
Non-profit / Government Rate	\$140 per hour
For Profit Rate	\$162 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$142 per hour

Loan Officer
Servicing Specialist

\$105 per hour
\$87 per hour

Loan Underwriting, packaging
and Closing Services
Minimum Fee - \$800

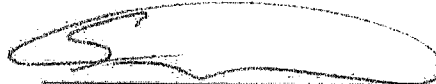
1.5 % of Loan Amount,

Loan Servicing and Reporting

\$2,000 annually

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem,
Oregon this 16th Day of March 2021.

ATTEST



Sal Peralta, Chair
COG Board of Directors



Scott Dadson
Executive Director

City of Gervais
Activity Tracker

Last Updated: January 13, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
1	Ongoing	Railroad Crossing on Ivy	Crossing is hazardous and in disrepair.	John	John R. reported to council on October 7, 2021 that he contacted Marion County Public Works, who has been in contact with UPRR. UPRR has no date for repair. John contacted UPRR again on 1/11. UPRR has reissued a new report #2022-01-11-159BEH.
2	10/07/21	Park Lighting	Need deterrent for vandalism.	John	Researching pricing and options. John R will report at 12/2/21 council meeting. Susie to look at budget once approximate costs are known. John will provide lighting options and pricing on 1/6.
3	10/21/21	Ordinance updates: Parking, noise, livestock	Need updates for yard parking, noise and livestock.	Susie and Mark	Council reviewed relevant ordinances at 10/21/21 worksession. Suggested revisions will be sent to city attorney for review. Staff will bring back to council for approval by March.
4	11/04/21	Look into costs of expanding concrete pad on Hemlock (east of 5 th) to provide for another basketball hoop	Provide more hoops in town.	John	Researching pricing and options. John R will report at 12/2/21 council meeting. Susie to look at budget once approximate costs are known. Not sufficient room to expand. Council asked for additional hoop. Cost estimate @ \$3,000 plus equipment rental to install. Budget for this in FY 2022-2023?
5	3/4/21	Generator for City Hall	Need power at City Hall to operate Emergency Operation Center during emergencies in times of power outages.	Mark	Council approved grant agreement with OEM to award funding for the purchase of a generator on 11/04/21. Researching installation options and final costs. Wait will be about 40 weeks once it is ordered, unless another option is available. Received fully executed grant award. Quarterly reports are required. Waiting for cost information on some portable generators from Cummins.
6	20/21 Budget	Generator for lagoon	Replace old generator that doesn't operate.	John	Generator was ordered in early October, 2021. Allow 30 weeks to get here. ETA is 9/28/2022.

11a

City of Gervais
Activity Tracker
Last Updated: January 13, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
7	12/3/2020	Shared use building with Woodburn Fire	Provide fire apparatus in Gervais to decrease response times.	Susie/John	Chief Joe Budge made multiple presentations to city council. Bond was passed in May, 2021. Plans to use some of that bond renewal revenue to begin construction process after July, 2022. Chief Budge will work with city staff.
8	02/2021	WWTP Poplar Tree Crop Restoration (Part of City's natural infrastructure, integral to the wastewater treatment system)	February, 2021 ice storm damaged poplar tree farm at wastewater lagoons. Near complete loss.	John/Susie	Bid opening was 10/27/21. Council gave intent to award contract to Advanced Land Mangement on 11/4/21 for \$228,000. Funding provided by FEMA and Business Oregon. Onsite FEMA inspection 11/18/21. An insurance claim has been submitted to CIS after learning that City of Woodburn is now getting coverage through them. Currently under review.
9	11/4/21	Share grant writer services with Gervais School District.	Find community development opportunities and funding in response to growth.	Susie	Council moved to partner with Gervais SD on grant writing services of Lisa Leslie 11/4/21 and contribute \$5,000. Susie & Dandy were notified on 11/30 that she cannot commit to the work. Susie is checking with COG for same services.
10	11/4/21	Grove/7 th Sidewalk and Street Improvements	Improve accessibility near Ivy Woods Subdivision	John	Notified that the City was awarded \$100,000 SCA Grant for this project. Grant award was approved, executed agreement from ODOT was received 12/8, along with Notice to Proceed.
11	11/4/21	Update council rules	Review council rules for possible changes	Susie	Susie gave the council a copy of LOC's model rules and current rules for council to compare/contrast. Think about what should be added/deleted. City attorney can return in January during a worksession for assistance in drafting new rules. City council would like Bill Monahan from COG to assist. Mr. Monahan will be here for January 20th worksession to assist. Contract needs to be approved at 1/6 council meeting.
12	10/2021	Skate Park	Youth requested	Ad Hoc	Assigned to Ad Hoc Committee at the October council

City of Gervais
Activity Tracker
Last Updated: January 13, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
13	08/2020	Douglas Crosswalks/Elementary Sidewalk (Safe Routes to School 2020)	Student safety	John	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. Marion County is currently reviewing the project as of 10/21/21.
14	12/2020	Juniper/7 th Street-Close 8th St entry/exit to Ivy (SCA 2020)	Traffic safety	John	Marion County is currently reviewing the project as of 10/21/21.
15	Summer 2020	Sam Brown House	Relocate house inside Gervais city limits	John/Susie	Waiting to hear back from owner and to figure out funding options for moving and restoration. Susie received email from somebody on restoration. John talked with house owner. Owner will make a request for extension to move.
16	11/04/21	Circus	Community entertainment	Council	Tabled to December council meeting for discussion. Council approved to sponsor 12/2. Susie signed contract 12/7. Circus is May 22, shows at 2:00 pm and 4:30 pm behind Gervais Elementary. Confirmed with Dandy on 12/7.
17	Ongoing	CERT Training	Emergency Preparedness	Council	In progress. Training TBD.
18	2020	Partnership with Sacred Heart	Opportunities for park land	TBD	City staff met with Sacred Heart in 2020 to discuss a possible partnership with the Church on providing land for a park. Waiting for response. See note above for Ad Hoc Committee.
19	05/2021	New city website	Update city's website	Denise/Susie	Introduced at 5/6/21 council meeting. Should pick this back up and research more costs/companies for follow-up discussion.
20	04/2021	Discussion on using ARPA	American Rescue	Susie/Council	Introduced at 4/1/21 council meeting. Received

City of Gervais
Activity Tracker
Last Updated: January 13, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
		Funds	Plan Act		\$306,568 on 8/23/21 (first tranche). Total expected is \$562,000. Council needs to have a discussion on how funds should be used in accordance with US Treasury Guidance. Funds to be allocated by 12/31/24. https://www.orcities.org/resources/reference/arp/arp-webinar
21	12/2/21	Dial-a-Ride/Cherriots for senior citizens	Assisting seniors with transportation	Council	Councilor Harvey offered to check on this for Gervais. 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.
22	12/2/21	Veterans Memorial Wall	Honor Veterans	Council	Councilor Gonzalez researching.

Completed Items

Date Initiated	Issue/Task	Summary	Staff	Completion Date
08/19/21	Pay equity analysis	Compliance with Equity Act	Susie	12/02/2021
05/06/21	Fencing around Ivy Woods retention pond	Presents a danger to children.	John	12/08/2021
11/04/21	Putting audio on website	Availability of audio to the public.	Denise	12/03/2021

November 29, 2021

Nancy Gramlich
 Willamette Basin Coordinator
 Oregon DEQ
 4026 Fairview Industrial Drive SE
 Salem, OR 97302

Subject: City of Gervais Molalla-Pudding Basin TMDL Plan—5th Year Update Revisions

Attached is the City's revised 2021-2026 Matrix of Management Strategies for TMDL Implementation as well as the current 2016-2021 matrix. Documentation for overall progress for the 2016-2021 time period is also provided. The supporting documentation consists of the following:

Management Strategies for Reduction of All Pollutants of Concern

Management Strategy	Description of 2016-2021 Activities and Results Monitoring
Require stormwater detention and water quality measures with development	During the five year period there have been two development: Dollar General and the 62 lot Ivy Woods development. Detention and water quality were required for both. See attached Storm Water Maintenance and Construction Log.
City Code requirement to protect riparian and wetland areas (17.96.030)	Two small storm drainage projects were contracted out by the City in 2016, and there has been maintenance and tree planting along the Sam Brown Creek. This included erosion control measures. See attached Sam Brown Creek maintenance work entry on the Storm Water Maintenance and Construction Log.
Identification of projects that support implementation efforts	Dollar General and Ivy Woods developments along with small drainage improvements projects contracted out by the City.
Stormwater Master Plan with water quality components	Stormwater Plan Update in 2019. See the master plan at: http://www.gervaisoregon.org
Confirm funding strategy is in place for progressive plan implementation	Based upon recommendations in the storm water master plan a monthly rate increase was adopted and put into effect January 2020. See Stormwater Budget at: http://www.gervaisoregon.org
Solicit public input on TMDL implementation plan	Plan presented to city council yearly. Updated TMDL Plan Viewable at: http://www.gervaisoregon.org
Ongoing assessment of management strategies	The 5-Year review and update was completed in 2016, and 2021.
City Council meeting overview and acknowledgement of all TMDL plans and annual and 5 year reports	Council acknowledgement of the TMDL Plan has been accomplished yearly. See meeting minutes viewable at City website: http://www.gervaisoregon.org/Agenda___Minutes.html

Management Strategies for Reduction of Mercury, Bacteria, Iron and Pesticides

Management Strategy	Description of 2016-2021 Activities and Results Monitoring
Require erosion control for construction sites	Erosion control has been required on all City projects as well as developments.
Actively maintain Sam Brown Creek	Maintenance activities were performed and trees have been planted. See attached Photos.
Require erosion control for City construction projects	Two small drainage projects were constructed by the City in 2016, another in 2017, and another in 2019. Erosion control was required for each one.
Receive and respond to complaints regarding water quality problems (erosion; illicit discharge)	No complaints received from 2016 through 2021.
Hold annual public cleanup day; continue ongoing cleanup by Public Works	Public cleanup day was held in 2016, 2017, 2018 and 2019. These were posted on the City's website. There was also a cleanup day in 2020 where citizens took their debris to the garbage facility at no charge.
Maintenance of stormwater collection and treatment systems	Standard maintenance has been performed yearly. This includes cleaning catch basins. See Stormwater Maintenance and Construction Log
Maintain maps of City stormwater and sanitary sewer systems	Current maps are viewable on the City website at: https://www.gervaisoregon.org .
Identify and eliminate wastewater treatment plant illicit discharges	No illicit discharges in 2016, 2017, 2018, 2019 and 2020 as documented on the City's DMR reports to DEQ.
Minimize inflow and infiltration of stormwater to wastewater system	The city continues to monitor inflow and infiltration to the wastewater system and submits I/I reports to DEQ every year. See attached Annual Infiltration/Inflow Report to DEQ for 2020. Previous reports have already been submitted.
Regular sweeping of city streets	The normal street sweeping was performed in 2016 through 2021. See attached Street Sweeping Log.

Management Strategies for Reduction of Temperature

Management Strategy	Description of 2016-2021 Activities and Results Monitoring
Enhance riparian vegetation along Sam Brown Creek	Trees have been planted along Sam Brown Creek. See attached Photo Documentation of Sam Brown Creek.
Maintain status as City Tree USA	The City has maintained its status as a Tree city USA.

Management Strategies for Reduction of Bacteria

Management Strategy	Description of 2016-2021 Activities and Results Monitoring
Enforce ban on pets in City parks (Ord. 13.001)	This continues to be the City's policy, with signage at all parks indicating this rule. Photo of signage attached.

Should you have any questions or comments regarding this letter or attachments, please call Susie Marston or me.

Sincerely,



Gordon Munro, PE
City Engineer

Attachment(s)

2015-2020 matrix

2021-2026 updated matrix

Log of Citizen storm water complaints

Log of City Project Erosion Control

Maintenance and construction Log

Street Sweeping Log

Infiltration and Inflow report for 2020

Photo of Park Pet restriction sign

Photo's of storm facilities

c: Susie Marston

Central Files

Matrix of Management Strategies for TMDL Implementation (2016-2020)

Strategy Status	Management Strategy	Goal	Pollutant Source Addressed	Specific Actions	Results Monitoring	Timeline	Funding Source
Management Strategies for Reduction of All Pollutants of Concern							
2	Require stormwater detention and water quality measures with development	Reduce flows and contamination to predevelopment levels	Increased impervious surface with development	Require stormwater detention with new development in accordance with development code	Records of detention and water quality facilities to be submitted with annual report	Ongoing	Developer Funded
2	City Code requirement to protect riparian and wetland areas (17.96.030)	Protect Riparian areas and wetlands	All of concern	Erosion control to be measures implemented with City construction projects	Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	Developer Funded
2	Identification of projects that support implementation efforts	Increase public awareness	NA	Provide Notice on project documents	Document code implementation on staff reports. Viewable at: http://www.gervaisoregon.org/Agenda_Minutes.html Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	Various
2	Stormwater Master Plan with water quality components	Institute water quality improvements for larger developments	All of concern	Budget for Updating Stormwater Master Plan	View Stormwater Budget at: https://www.gervaisoregon.org	2018	Stormwater Fund
3	Confirm funding strategy is in place for progressive plan implementation	Provide adequate funding	All of concern	Review Funding Program	View Stormwater Budget at: https://www.gervaisoregon.org	2016-2020	NA
3	Solicit public input on TMDL implementation plan	Facilitate public involvement	N/A	Provide TMDL Plan information on City website	TMDL Plan Viewable at: https://www.gervaisoregon.org	2016-2020	General Fund
4	Ongoing assessment of management strategies	Improve Implementation Plan	N/A	Review Plan Annually	Documented in Annual Report	Ongoing	General Fund
5	City Council meeting overview and acknowledgement of all TMDL plans and annual and 5 year reports	Increase public awareness	NA	Council acknowledgment	Document council acknowledgement on meeting minutes. Viewable at: http://www.gervaisoregon.org/Agenda_Minutes.html	2016-2020	NA

Strategy Status	Management Strategy	Goal	Pollutant Source Addressed	Specific Actions	Results Monitoring	Timeline	Funding Source
Management Strategies for Reduction of Mercury, Bacteria, Iron, Pesticides							
2	Require erosion control for construction sites	Reduce construction site stormwater runoff	Erosion from construction sites	Require DEQ 1200C erosion control permit for more than 1 acre of soil disturbance; City-enforced code requirements for erosion control for smaller projects	Maintain records of 1200C permits submitted to DEQ. Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	Developer Funded
2	Actively maintain Sam Brown Creek	Reduce erosion along Sam Brown Creek	Bank erosion due to high flows	Maintain vegetation along drainageway, remove debris as needed	Document existing conditions and riparian vegetation retained w/ photos of Creek. Submit photos and receipts for trees annually.	Ongoing	Stormwater Fund
2	Require erosion control for City construction projects	Reduce sediment laden runoff from City projects	Erosion from City projects	Educate city staff about erosion control	Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	General Fund
2	Receive and respond to complaints regarding water quality problems (erosion; illicit discharge)	Eliminate illicit discharges	Domestic waste; erosion	Enforce nuisance control ordinance; Coordinate complaint with code enforcement	Maintain records of number of complaints handled, number of referrals. Submit records with annual report.	Ongoing	General Fund
2	Hold annual public cleanup day; continue ongoing cleanup by Public Works	Reduce debris in the drainage system; Increase public awareness	Contamination from trash and debris	Plan and publicize cleanup day	Annual Cleanup Day notice posted on website: https://www.gervaisoregon.org	Ongoing	Stormwater Fund
2	Maintenance of stormwater collection and treatment systems	Increase effectiveness of pollutant reduction	Surface water contaminants	Clean out catch basins; Jet pipes and removed debris as needed	Maintain system maintenance record. Submit maintenance log annually.	Ongoing	Sewer and Street Fund
2	Maintain maps of City stormwater and sanitary sewer systems	Eliminate illicit discharges	Illicit connections to sewers	Update existing maps periodically	Update system map as changes occur. Map viewable on website at: https://www.gervaisoregon.org	Ongoing	Sewer Fund
5	Identify and eliminate wastewater treatment plant illicit discharges	Eliminate illicit discharges	Bacteria and suspended solids	Treatment plant effluent monitoring	Documentation of illicit discharges and response actions on Daily Monitoring Reports submitted to DEQ.	Ongoing	Sewer Fund
5	Minimize inflow and infiltration of stormwater to wastewater system			Inspect sewer system for I/I and cross connections; Repair as required	Annual DEQ I/I report to be submitted with annual TMDL Report.	Ongoing	Sewer Fund

Strategy Status	Management Strategy	Goal	Pollutant Source Addressed	Specific Actions	Results Monitoring	Timeline	Funding Source
5	Regular sweeping of city streets	Reduce sediment and chemicals from entering storm drainage system	Bacteria, nutrients, sediment, iron and mercury	Monthly street sweeping	Maintain records of street sweeping operations. Street sweeping log to be submitted with annual TMDL Report.	Ongoing	Street Fund
Management Strategies for Reduction of Temperature							
1	Enhance riparian vegetation along Sam Brown Creek	Provide shading to reduce stream water temperature	Solar heating from lack of shade canopy	Install a minimum of 4 trees annually along Creek.	Document new riparian vegetation installation w/ photos of Creek and Maintenance log. Submit both with annual report	Ongoing	General fund
5	Maintain status as City Tree USA	Provide shading to reduce stormwater temperature	Solar heating from lack of shade canopy	Maintain yearly minimum tree related expenditures of \$2 per capita	Status documented on staff reports at: http://www.gervaisoregon.org/Agenda___Minutes.html	Ongoing	General fund
Management Strategies for Reduction of Bacteria							
1	Enforce ban on pets in City parks (Ord. 13.001)	Reduce pollutant loading to surface waters	Pet waste	Incorporate pet ban signage in new park	Document with submitted photos of sign installations. Submit photos with 2016 TMDL report.	Ongoing	General fund

Strategy Status Codes:

1. Complete
2. Incomplete
3. Not Implemented
4. Delete
5. Table B
7. Table B. New

Matrix of Management Strategies for TMDL Implementation (2021-2026)

Strategy Status	Management Strategy	Goal	Pollutant Source Addressed	Specific Actions	Results Monitoring	Timeline	Funding Source
Management Strategies for Reduction of All Pollutants of Concern							
1	Require stormwater detention and water quality measures with development	Reduce flows and contamination to predevelopment levels	Increased impervious surface with development	Require stormwater detention with new development in accordance with development code	Records of detention and water quality facilities to be submitted with annual report	Ongoing	Developer Funded
1	City Code requirement to protect riparian and wetland areas (17.96.030)	Protect Riparian areas and wetlands	All of concern	Erosion control to be measures implemented with City construction projects	Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	Developer Funded
2	Identification of projects that support implementation efforts	Increase public awareness	NA	Provide Notice on project documents	Document code implementation on staff reports. Viewable at: http://www.gervaisoregon.org/Agenda_Minutes.html Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	Various
1	Stormwater Master Plan with water quality components	Institute water quality improvements for larger developments	All of concern	Budget for Updating Stormwater Master Plan	View Stormwater Budget at: https://www.gervaisoregon.org	2018	Stormwater Fund
2	Confirm funding strategy is in place for progressive plan implementation	Provide adequate funding	All of concern	Review Funding Program as needed. Rates and SDC's are in place.	View Stormwater Budget at: https://www.gervaisoregon.org	On-going	Rates and SDC's
2	Solicit public input on TMDL implementation plan	Facilitate public involvement	N/A	Provide TMDL Plan information on City website	TMDL Plan Viewable at: https://www.gervaisoregon.org	2021-2026	General Fund
1	Ongoing assessment of management strategies	Improve Implementation Plan	N/A	Review Plan Annually	Documented in Annual Report	Ongoing	General Fund
1	City Council meeting overview and acknowledgement of all TMDL plans and annual and 5 year reports	Increase public awareness	NA	Council acknowledgment	Document council acknowledgement on meeting minutes. Viewable at: http://www.gervaisoregon.org/Agenda_Minutes.html	2016-2020	NA
2	Implement Storm Water Master Plan	Regular catch basin cleaning	All of concern	Purchase a vacuum truck	Record when truck is purchased	2021-2026	General Fund

Strategy Status	Management Strategy	Goal	Pollutant Source Addressed	Specific Actions	Results Monitoring	Timeline	Funding Source
Management Strategies for Reduction of Mercury, Bacteria, Iron, Pesticides							
2	Require erosion control for construction sites	Reduce construction site stormwater runoff	Erosion from construction sites	Require DEQ 1200C erosion control permit for more than 1 acre of soil disturbance; City-enforced code requirements for erosion control for smaller projects	Maintain records of 1200C permits submitted to DEQ. Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	Developer Funded
2	Actively maintain Sam Brown Creek	Reduce erosion along Sam Brown Creek	Bank erosion due to high flows	Maintain vegetation along drainageway, remove debris as needed	Document existing conditions and riparian vegetation retained w/ photos of Creek. Submit photos and receipts for trees annually.	Ongoing	Stormwater Fund
2	Require erosion control for City construction projects	Reduce sediment laden runoff from City projects	Erosion from City projects	Educate city staff about erosion control	Maintain and submit records of erosion control on smaller projects with annual report.	Ongoing	General Fund
2	Receive and respond to complaints regarding water quality problems (erosion; illicit discharge)	Eliminate illicit discharges	Domestic waste; erosion	Enforce nuisance control ordinance; Coordinate complaint with code enforcement	Maintain records of number of complaints handled, number of referrals. Submit records with annual report.	Ongoing	General Fund
2	Hold annual public cleanup day; continue ongoing cleanup by Public Works	Reduce debris in the drainage system; Increase public awareness	Contamination from trash and debris	Plan and publicize cleanup day. Not done during covid-19 restrictions.	Annual Cleanup Day notice posted on website: https://www.gervaisoregon.org	Ongoing	Stormwater Fund
2	Maintenance of stormwater collection and treatment systems	Increase effectiveness of pollutant reduction	Surface water contaminants	Clean out catch basins; Jet pipes and removed debris as needed	Maintain system maintenance record. Submit maintenance log annually.	Ongoing	Sewer and Street Fund
2	Maintain maps of City stormwater and sanitary sewer systems	Eliminate illicit discharges	Illicit connections to sewers	Update existing maps periodically	Update system map as changes occur. Map viewable on website at: https://www.gervaisoregon.org	Ongoing	Sewer Fund
2	Identify and eliminate wastewater treatment plant illicit discharges	Eliminate illicit discharges	Bacteria and suspended solids	Treatment plant effluent monitoring	Documentation of illicit discharges and response actions on Daily Monitoring Reports submitted to DEQ.	Ongoing	Sewer Fund
2	Minimize inflow and infiltration of stormwater to wastewater system			Inspect sewer system for I/I and cross connections; Repair as required	Annual DEQ I/I report to be submitted with annual TMDL Report.	Ongoing	Sewer Fund

Strategy Status	Management Strategy	Goal	Pollutant Source Addressed	Specific Actions	Results Monitoring	Timeline	Funding Source
2	Regular sweeping of city streets	Reduce sediment and chemicals from entering storm drainage system	Bacteria, nutrients, sediment, iron and mercury	Bi-Monthly street sweeping	Maintain records of street sweeping operations. Street sweeping log to be submitted with annual TMDL Report.	Ongoing	Street Fund
Management Strategies for Reduction of Temperature							
2	Enhance riparian vegetation along Sam Brown Creek	Provide shading to reduce stream water temperature	Solar heating from lack of shade canopy	Install a minimum of 4 trees annually along Creek.	Document new riparian vegetation installation w/ photos of Creek and Maintenance log. Submit both with annual report	Ongoing	General fund
1	Maintain status as City Tree USA	Provide shading to reduce stormwater temperature	Solar heating from lack of shade canopy	Maintain yearly minimum tree related expenditures of \$2 per capita	Status documented on staff reports at: http://www.gervaisoregon.org/Agenda___Minutes.html	Ongoing	General fund
Management Strategies for Reduction of Bacteria							
1	Enforce ban on pets in City parks (Ord. 13.001)	Reduce pollutant loading to surface waters	Pet waste	Incorporate pet ban signage in new park	Document with submitted photos of sign installations. Submit photos with 2016 TMDL report.	Ongoing	General fund

Strategy Status Codes:

1. Complete
2. Incomplete – note that on-going work is noted as incomplete
3. Not Implemented
4. Delete

City of Gervais
Log of Citizen Stormwater Related Complaints

<u>Date</u>	<u>Citizen Name</u>	<u>Address</u>	<u>Description of Complaint</u>	<u>Followup Action by City</u>
-------------	---------------------	----------------	---------------------------------	--------------------------------

**City of Gervais
Log of Erosion Control Measures with City Construction Projects Since 2010**

<u>Date</u>	<u>Project</u>	<u>Erosion Control Measures Installed</u>
June 2011	Fir Ave and 3rd St. Improvements	Catch Basin Filters in project vicinity
Sept. 2012	Black Walnut Park Project	Silt Fence at project boundary; Biobag filtration across ditch bottom
Aug - Oct 2012	Ivy Ave./ Butteville Road Sidewalk and Drainage Project	Catch Basin Filters along Ivy Ave.
Aug. 2014	2013 Water Tank Project	Silt Fence at Project Perimeter
July 2014	Ivy Ave. Sidewalk and Grade Crossing Improvements	Catch Basin Filters along Fifth St.
Oct. 2014	Alder Ditch Improvements	Biobag filtration across ditch bottom
Sept. 2015	2015 Storm Drainage Project	Catch Basin Filters along Fifth St.
June 2016	Ivy Ave. Widening Project	Biobag Filtration at entry to Grove Ave. Storm Drain.
Aug. 2016	2016 Storm Drainage Project	Biobag Filtration at entry to existing pipe along Fifth St.
June- Sept 2017	Dollar General Store Development	Silt Fence at Project Perimeter
Oct. 2017	2017 Storm Drainage Project	Catch Basin Filters along Fifth St. and 3rd Street
Sept. 2019	4th Street improvements	Catch Bason filters along 4th St
Feb. 2021	Ivy woods Development	Silt Fence at Project Perimeter and catch basin filters

City of Gervais	
Stormwater Maintenance and Construction Log	
French Prairie Detention Pond	
Date	Description of Work
July and October, 2016	Mowed and used string trimmer to remove excessively tall weeds and grass.
August 8,9 2017	Mowed and trimmed.
June 2019	Removal of Blackberries along Hwy 99
Sam Brown Creek	
Date	Description of Work
5/23/2015	Removed a tree from the ditch at Hwy 99, cut down a removed dead tree and removed several loads of trash including a couch.
5/3/16 - 5/5/16	Mowed grass and removed trash
7/11/16 - 7/14/16	Removed trash, Christmas trees, yard waste, blackberries and several tires
Jul 11-13; Aug 3,4, 2017	Mowed, removed trash and blackberries
September 2019	General maintenance and debris removal
City Hall Bioswale	
Date	Description of Work
Monthly 2016	Weeding, trimming and clearing catch basins
Monthly April - Oct 2017	Weeding and trimming
New Projects	
Date	Description of Work
6/1/2016	Ivy Widening Project: Installation of 218 LF of 10" storm drainage in 2nd Street between Ivy and Hemlock Avenues
8/1/2016	Grove Avenue Drainage Project: Installation of 200 feet of 10" storm drain between 5th St and 6th Streets
Sept. - October 2017	Dollar General Store Detention Pond Built, landscaped and approved by City.
Sept. - October 2017	Storm Drain Work on Elm Ave. between 5th and 6th streets and on 3rd St. between Ivy and Grove; Installed 300 feet of 10" pipe and 3 catch basins and 1 manhole, cleaned 205 feet of pipe.
July - August 2018	6th Street Widening Project - Storm Drain Work along 6th St. Between Grove Ave and Fir Ave.; Installed 400 feet of 8" storm drain 4 catch basins
September 2019	Cleaning of Drainage swale through wastewater tree farm

City of Gervais									
Monthly Street Sweeping Maintenance									
12/1/2017 to 10/31/2021									
NRC Environmental					City Sweepers				
Invoice Date	Service Date	Hours	Rate	Amount	Invoice Date	Service Date	Hours	Rate	
12/29/2017	12/13/2017	3.00	115.00	345.00	2/28/2021	2/3/2021	12.75	135.00	
1/13/2018	1/10/2018	3.00	115.00	345.00	2/28/2021	2/10/2021	3.00	135.00	
2/28/2018	2/21/2018	3.00	115.00	345.00	4/30/2021	4/6/2021	5.00	135.00	
3/27/2018	3/13/2018	3.50	115.00	402.50	6/30/2021	6/1/2021	5.00	135.00	
5/2/2018	4/10/2018	3.00	115.00	345.00	10/31/2021	10/5/2021	5.00	135.00	
6/4/2018	5/15/2018	2.50	115.00	287.50					
6/27/2018	6/13/2018	2.50	115.00	287.50	The City was without street sweeping service between November, 2019 through January, 2020. NRC Environmental stopped providing the service and it took some time to find a new company to provide the service. We are back on a regular schedule.				
7/16/2018	7/10/2018	2.50	115.00	287.50					
8/24/2018	8/7/2018	4.00	115.00	460.00					
9/30/2018	9/11/2018	4.00	115.00	460.00					
10/15/2018	10/9/2018	3.00	115.00	345.00					
11/30/2018	11/16/2018	4.00	115.00	460.00					
12/18/2018	12/11/2018	3.00	115.00	345.00					
1/31/2019	1/8/2019	4.00	115.00	460.00					
2/21/2019	2/12/2019	3.00	115.00	345.00					
3/21/2019	3/12/2019	3.00	115.00	345.00					
4/24/2019	4/11/2019	3.00	115.00	345.00					
6/28/2019	6/28/2019	3.00	115.00	345.00					
7/29/2019	7/23/2019	3.00	115.00	345.00					
9/2/2019	8/30/2019	3.25	115.00	373.75					
10/31/2019	10/22/2019	3.00	115.00	345.00					



March 15, 2021

Julie Ulibarri
DEQ Water Quality Compliance Specialist
165 E. 7th Avenue, Suite 100
Eugene, OR 97401-3049

Re: City of Gervais | Summary of Infiltration/Inflow Related Activities for 2020

Dear Ms. Ulibarri:

As required by the City's NPDES permit, this letter is provided as a summary of activities performed by the City related to the control of infiltration and inflow (I/I) into the sanitary sewer collection system.

The following activities were performed in 2020:

1. Sanitary sewer system improvements consisted of:
 - a. 520 1st Street – Sewer lateral separation due to tree root at main. Camera and replacement cost were \$4195.00.
 - b. 940 2nd Street – Sewer Lateral separation due to tree root close to main. Camera and replacement costs were \$3778.00.
 - c. Main trunk line from 1st and Fir west to 4th and Fir: The line was inspected with a TV camera to the blockage, and then jetted. Line was then re-inspected with a TV camera to find the grease buildup, and the line was jetted and cleaned again. The cost was \$2825.50.
2. Drainage improvements along 4th Street between Ivy Avenue and Grove Avenue were constructed, improving the surface drainage in that area.
3. The current funding for the abatement program is \$15,000 per year.
4. The Public Works Department continued to monitor the collection system for obvious inflow sources and illicit connections.

The following I/I reduction related activities are planned to be performed in 2021:

1. Pipeline videoing and manhole inspection is planned for the next several months to identify I/I sources that warrant system repair work. Any repair work that's identified will be scheduled for this coming summer.
2. The City Public Works Department will continue to monitor the collection system for obvious infiltration or inflow.



Please contact Gordon Munro (503-971 330-5168) if there are any comments or questions.

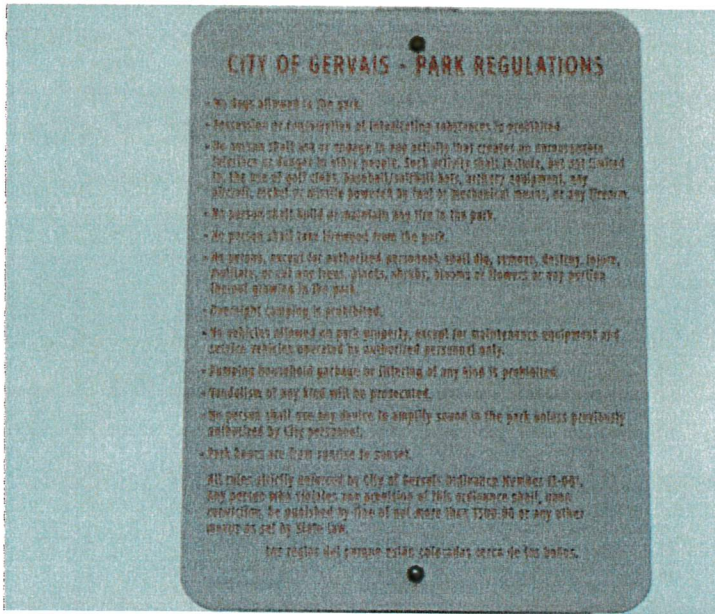
Sincerely,
Tetra Tech, Inc.

A handwritten signature in black ink, appearing to read 'Gordon A. Munro', written in a cursive style.

Gordon Munro, P.E.

c: John Robinson, City of Gervais

Pet Restriction Signs at City Parks



At Community Park



At Elm Street Park

STORM FACILITIES PHOTOGRAPHS



Sam Brown Creek Black Walnut St. looking east



Black Walnut Park Retention Pond



Sam Brown Creek looking East in Park

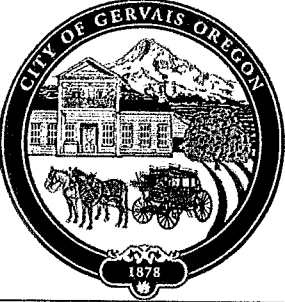


Sam Brown Creek E Ivy St looking East



Ivy Woods development Retention Pond

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

	Agenda Item No.:	Topic:
	12b	Renewal of telephone franchise with Gervais Telephone dba Datavision
	Agenda Type:	
	New Business	
	Meeting Date:	
January 6, 2022		
		Prepared by:
		Susie Marston

On May 5, 2011, the City Council adopted Ordinance No. 11-001, which granted a telephone franchise to Gervais Telephone Company (now dba Datavision).

The term of this franchise is 10 years and expired on May 5, 2021. I am seeking direction from the council on whether the City would like to renew this franchise. If the City would like to renew, I will send a notice to Renee Willer, President of Datavision, and then engage the city attorney's office to assist.

This particular franchise generates a little more than \$800 per year for the City.

ORDINANCE NO. 11-001

AN ORDINANCE GRANTING A NON-EXCLUSIVE TELEPHONE FRANCHISE TO
GERVAIS TELEPHONE COMPANY.

THE CITY OF GERVAIS ORDAINS AS FOLLOWS:

Section 1: Purpose. The purpose of this Ordinance is to set forth the terms and conditions upon which Gervais Telephone Company may be permitted to occupy the public rights-of-way within the City of Gervais, pursuant to the powers of the City of Gervais pursuant to the Oregon Constitution and Oregon State Law, and except as to matters preemptively regulated by state or federal authorities. This Ordinance and the written acceptance by Gervais Telephone Company constitutes a contract between the City and Gervais Telephone Company, (hereinafter referred to as the "Franchise") and is binding upon and inures to the benefit of Gervais Telephone Company and its successors, legal representatives and assigns, under the conditions imposed herein.

Section 2. Definitions and Explanation:

(1) As used in this Ordinance, the following words, except where the context clearly indicates otherwise, mean:

(a) Bridge. Includes a structure erected within the City to facilitate the crossing of a river, stream, ditch, ravine or other place, but does not include a culvert.

(b) City. Means the City of Gervais, an Oregon municipal corporation and individuals authorized to act on the City's behalf, and include the area within its boundaries, and its boundaries as extended in the future.

(c) Council. Means the legislative body of the City; or as defined by the Charter of the City of Gervais.

(d) Grantee. Means the Gervais Telephone Company, an Oregon Cooperative corporation.

(e) Person. Includes an individual, corporation, association, firm, sole proprietorship, company, partnership, co-partnership, joint stock company, trust, limited liability company, or other organization, including any natural person or any other legal entity.

(2) As used in this Ordinance, the singular number may include the plural and the plural number may include the singular.

(3) Unless otherwise specified in this Ordinance, any action authorized or required to be taken by the City may be taken by the Councilor by an official or agent designated by the Council.

Section 3. Rights Granted. Subject to the conditions and reservations contained in this Franchise and subject to any applicable ordinances and regulations of the City, including but not limited to ordinances and regulations regarding zoning, development, tree pruning or removal, erosion control and excavation in the public right of way, the City hereby grants to Gervais Telephone Company the right, privilege and non-exclusive franchise to occupy the streets, highways, alleys, avenues, thoroughfares, public ways and sidewalks (referred to herein as the "right-of-way") for the purpose of constructing, using, maintaining and operating a system to

provide telecommunication services within the City. This grant includes the right to place, erect, lay and maintain poles, cables, wire and equipment customarily associated with telecommunications systems.

In locations where aerial or above ground utility facilities (including aerial cable supports) exist as of the effective date of this Franchise, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to its existing aerial facilities and supporting structures, unless the City requires, in the course of permitting property development or redevelopment, or otherwise pursuant to applicable law or regulations, that all such facilities be located underground.

The City in its sole discretion may require that Grantee's facilities be placed or converted to underground, at Grantee's sole expense, when the City determines that such placement or conversion is in the public interest. The City in its sole discretion may require that Grantee's facilities be placed or converted to underground in the course of private property development or redevelopment. The City in its sole discretion may delay an otherwise required conversion to underground until a later time to allow for economies of scale. The Grantee may require a deposit against its anticipated cost to convert its facilities to underground, including its costs to buy any adjacent overhead facilities, from a third party, other than a public urban renewal agency, who carries on the development or redevelopment of property that requires the conversion to underground if that third party would otherwise be responsible for the costs of conversion.

In areas where Grantee does not currently have or use existing facilities located on aerial or above ground utility facilities, such equipment must be laid underground unless the City specifically and expressly permits wires or cables to be strung upon poles or other fixtures above ground. Grantee shall be allowed to place above ground, in locations approved by the City, its fiber distribution hubs, cross connect/digital subscriber line boxes and other cabinet type facilities that are normally placed above ground.

Section 4. Pre-Construction Approval. Prior to the commencement of any construction, extension or relocation of any of Grantee's facilities upon, over, under or across any public right-of-way or public utility easement within the City, the Grantee shall advise the City Manager (or Mayor) in writing of the proposed location and shall obtain from the City Manager and any other public entity operating within the boundaries of the City, written approval prior to commencement of such work.

Grantee shall not be required to obtain prior approval for 1) customer service connections/drops, repairs or maintenance that do not require cutting, breaking or digging of or in the public right-of-way and 2) routine maintenance or repair of above-ground Grantee-owned equipment including the installation of new or replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel on any public roadway.

Section 5. Work within Rights-of-Way. Subject to the provisions of this Franchise and applicable regulations of the City and State or Oregon, it shall be lawful for Grantee to make all needful and necessary excavations in the public right-of way. Any and all work within the

public right-of-way shall be done in compliance with the applicable rules, regulations, ordinances and orders of the City then in effect. Except in an emergency causing prior notice and approval to be impossible, Grantee shall obtain from the City Manager or Mayor written approval of any excavation within the traveled portion of any public right-of-way. Grantee shall furnish City with record drawings showing Grantee's facilities within the right-of-way and on and under public property and public places and private property insofar as such facilities inform or impact the facilities on public property, in a mutually agreed electronic format no later than sixty (60) days after such work is complete. Information that is provided by Grantee to the City on a confidential or proprietary basis shall be maintained by the City as confidential or proprietary to the extent permitted under Oregon Public Records Law. Costs incurred by the City, including but not limited to attorney's fees for determination of confidentiality or proprietary nature of such records are to be fully paid by the Grantee. Grantee's failure to pay for such reasonable review shall act as Grantee's waiver of any such claim of confidentiality or proprietary nature.

Grantee shall perform all work within the right-of-way according to all federal, state and local requirements and in conformance with current industry practice for workplace and public safety. Grantee shall allow the City access to and the right to inspect any of the Grantee's work within the public right-of-way, on public property or other public places and shall insure the City against the risk of personal injury that may be incurred by any City agent or employee in the course of that person's access to and inspection of such work that is not caused by the negligence or willful misconduct of such employee.

Section 6. Restoration of Right-of-Way. Whenever Grantee, or anyone on Grantee's behalf, disturbs any right-of-way, Grantee shall properly and promptly restore the affected portion of the right-of-way to a condition equal to that which existed prior to the disturbance and in accordance with any right-of-way construction standards then in effect and on file at the City as soon as practicable, without unnecessary delay, and failing to do so, City shall have the right to fix a reasonable time within which such repairs and restorations shall be completed. If Grantee fails to perform such repairs and restoration as required in this Section, City may cause such repairs to be made at the expense of Grantee, after having provided Grantee, its successors or assigns, with thirty (30) days written notice and a reasonable opportunity to cure.

Section 7. Duration. The rights, privileges set forth in this Franchise are hereby granted for a period of ten (10) years from and after the effective date of this ordinance. However, this ordinance shall be inoperative unless it is accepted in writing by the Grantee within thirty (30) days after the date of its passage.

Section 8. Franchise Not Exclusive. This Franchise is not exclusive, and shall not be construed as a limitation on the City in:

(1) Granting rights, privileges and authority to other persons similar to or different from those granted by this ordinance.

(2) Constructing, installing, maintaining or operating any City-owned public utility.

Section 9. Public Works and Improvements Not Affected by Franchise. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City or other

public entities operating within the City from sewerage, grading, paving, repairing, altering, maintaining constructing or improving any public right-of-way in or upon which facilities of Grantee may have been placed, but all such work or improvements shall be done, if possible, so as to prevent or minimize impairment of the free use of said facilities by Grantee. If avoidance of obstructions or impaired use of Grantee's facilities cannot be done without additional costs to the City or other public entity operating within the City, the Grantee shall compensate the City or other public entity for any additional costs to undertake such work. The City shall attempt to provide Grantee thirty (30) days written notice and opportunity to discuss such costs and alternatives and at a minimum as much notice as is reasonable and practicable under the circumstances prior to undertaking any such work in which Grantee is responsible for compensating the City or other public entity for additional costs.

If the City vacates, alters or closes any right-of-way that in its sole discretion is, not for the purpose of achieving a re-routing of existing right-of-way for the benefit of the general public, and to the extent it is feasible to do so, will reserve any easements reasonably necessary to accommodate the Grantee's existing facilities.

Section 10. Location of Facilities. All facilities of the Grantee shall be placed so that they do not interfere unreasonably with the use by the City of the public right-of-way and according to any specifications adopted by the City.

Section 11. Temporary Relocation of Facilities. Whenever in the sole discretion of the City, it becomes necessary to temporarily rearrange, remove, lower or raise the wires, cables or other facilities of Grantee's for the passage of buildings, machinery or other objects, Grantee shall:

(1) Temporarily rearrange, remove, lower or raise its wires, cables or other facilities, as the necessities of the case require; provided, that the person desiring to move any such building machinery or other objects:

(a) pays the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other appurtenances to permit such passage; and

(b) deposits in advance with Grantee a sum equal to such cost as estimated by Grantee; and

(2) Grantee shall be given as much advance notice as possible, but no less than ninety-six (96) hours, which calculation excludes holidays, written notice by the party desiring to move such building, machinery or other objects. Said notice shall:

(a) detail the route movement of such building, machinery or other objects;

(b) bear the approval of the City; and

(c) move with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time.

Temporary rearrangement, removal lowering or raising of Grantee's facilities required by the City for a public purpose shall be accomplished by Grantee without charge in the same manner as permanent relocations described in Section 12 of this Franchise.

Section 12. Relocation and Removal of Facilities. The City, by its properly constituted authorities, shall have the right to cause the Grantee to move (aerial to aerial or underground to underground, unless the City requires undergrounding pursuant to applicable law or regulations), the location of any pole, wire, cable, appliance, conductor, conduit, or any other plant or facility

located in the public right-of-way whenever the relocation thereof shall be for public necessity, as determined in the sole discretion of the City, and the expense thereof shall be paid by the Grantee. This section shall not be construed, however, as removing any authority Grantee may otherwise have under applicable law or regulations to charge the expense of such relocation to a third party. The manner of removal or replacement shall be as directed solely by the City so that it shall not interfere with the public work of the City, but such direction shall be exercised in a manner so as to minimize the expense to the Grantee. Public necessity shall be deemed to be whenever any facility of Grantee interferes with construction of any public improvement located in a public right-of-way, public easement or any other similarly publicly-owned location.

Section 13. Continuous Service. The Grantee shall maintain and operate an adequate system for telephone communication in the City, and use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall conform to the standards common to the business.

Section 14. Safety Standards and Work Specifications.

(1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.

(2) For the purpose of carrying out the provisions of this section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

Section 15. Furnishing of Facilities to City. In consideration of the rights and privileges hereby granted, City shall have, and Grantee hereby grants to it:

(1) The right and privilege to suspend and maintain wires and necessary control bases on poles placed by the Grantee in the streets, and other places aforesaid upon payment by the City of the fair market value of the use of the Grantee's poles.

(2) If such wires are placed underground, to place and maintain in the pipes or conduits of Grantee, if space therein is available upon payment by the City of the fair market value of the use of Grantee's pipes or conduits, wires which City may require for fire and police purposes.

(3) All wires shall be placed upon the poles or in conduits so as not to interfere with telecommunication service and shall not carry currents or voltage dangerous to telephone appurtenances or telephone users.

(4) All wires placed shall be subject to the rules, regulations and supervision of the Grantee.

Section 16. Compensation.

(1) As compensation for the Franchise granted by this ordinance, the Grantee shall pay to the City an annual franchise fee of three percent (3%) of the gross revenue subject to applicable limitations imposed by federal and state law. "Gross revenues" means any and all revenue for the local exchange access services rendered within the City limits less net uncollectables subject to applicable state and federal law; provided however in the event ORS 221.515 is repealed or the cap listed therein is lifted, the City reserves the right to amend this Franchise to reflect the maximum amount collectable by law. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks.

(2) Compensation required by this section shall be due for each calendar year, or fraction thereof, within sixty (60) days after the close of such calendar year, or fraction thereof. Within 180 days after the termination of this Franchise, compensation shall be paid for the period elapsing since the close of the last calendar year for which compensation has been paid and operations terminated.

(3) The Grantee shall furnish to the City with each payment of compensation required by this section a written statement, under oath, executed by an officer of Grantee showing the amount of gross revenue of the Grantee within the City for the period covered by the payment. The compensation for the period covered by the statement shall be computed on the basis of the gross revenue so reported. If the grantee fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Grantee within fifteen (15) days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise, shall be offset against the next payment due from the Grantee.

(4) The Grantee shall keep accurate books of account at an office in Oregon for the purpose of determining the amounts due to the City under the provisions of this Franchise. The City may inspect the books of account at any time during business hours and may audit the books from time to time. Should such an audit reveal that payments tendered by Grantee to the City are less than the amounts due under the terms of this Franchise, Grantee shall promptly remit the amounts due the City, together with interest at a rate of nine percent (9%) per annum from the date such payment was originally due. If an audit reveals that payments tendered by Grantee to City were less than the amounts due under the terms of this Franchise by a differential of five percent or greater, all costs incurred by the City, including but not limited to accountant's fees and attorney's fees, for such audit are to be fully paid by Grantee. The Council may require periodic reports from the Grantee relating to its operations, revenues, and subscribers base within the City. Grantee shall maintain current maps showing the location of its facilities, fixtures, appliances and structures within the streets, highways or other public property of the City. The City shall be allowed to inspect said maps at any time during Grantee's normal business hours. If requested by City, Grantee shall furnish, without charge and within a reasonable time, maps relating to specified areas of the City. Information that is provided by Grantee to the City on a confidential or proprietary basis shall be maintained by the City as confidential or proprietary to the extent permitted under Oregon Public Records Law.

(5) Acceptance by the City of any payment due under this Franchise shall not be deemed to be a waiver by the City of any other obligation of Grantee under this Franchise, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City. Should the Grantee fail or neglect to pay any of said annual payments provided for in this section for thirty (30) days after any annual payment shall become due and payable and after thirty (30) days written notice from the City, the City, by its properly constituted authority, may at its option either continue this Franchise in force and/or proceed by suit or action to collect such payment or declare a forfeiture of this Franchise because of the failure to make payment, but without waiving the right to collect earned Franchise payment.

(6) Upon no less than thirty (30) days prior written notice by either party to the other, the amount of such annual compensation shall be subject to renegotiation and redetermination before the expiration of each calendar year, of the terms of the Franchise hereby granted, for the ensuing period of said Franchise term.

Section 17. Indemnification. The Grantee hereby agrees and covenants to indemnify and save harmless the City, its officers, or agents thereof against any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorney fees and/or expenses, arising from any casualty and/or accident to person or property by reason of any construction, excavation and/or any other act or failure to act under this Franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its facilities in a safe condition, but not if arising out of or by reason of any negligence or willful misconduct by the City, its officers, agents or employees. The City shall provide Grantee with prompt notice of any such claim which Grantee shall defend with counsel of its own choosing and no settlement or compromise of any such claim will be done by the City without the prior written approval of Grantee. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense of the City.

Grantee also hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, or indirectly, from Grantee's failure to remove, adjust or relocate all or any portion of facilities in a timely manner pursuant to provisions of this Franchise, unless Grantee's failure arises: 1) directly from the City or its agents or contractor's negligence or willful misconduct; 2) as a result of other public utilities not timely removing, adjusting or relocating its facilities necessary to accommodate Grantee's removal, adjustment or relocation; or 3) from the negligent or willful misconduct of another user of the public right-of-way.

Section 18. Assignment of Franchise. No sale, assignment or lease of this Franchise shall be effective without the consent of the City.

Section 19. Reservation of Statutory Authority. The City reserves the right to exercise, with regard to this Franchise and Grantee, all authority now or hereafter granted to the City by state statutes. All rights of the City under the City Charter are reserved to the City and provisions of the City Charter applicable hereto are hereby incorporated by reference and made a part of this Franchise.

Section 20. Insurance

(1) The Grantee shall maintain commercial general liability that protects the Grantee and the City, as well as the City's officers, agents, and employees, from the claims referred to in Section 17. The insurance shall provide limits of not less \$1 million combined single-limit covering all claims per occurrence, plus costs of defense. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section 20 (1) shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurer shall endeavor to provide thirty (30) days prior written notice of intention to non-renew, cancellation or material adverse change to City Manager, except that ten (10) days notice for non-payment of

premium shall apply. If the insurance is canceled or materially altered within the term of this Franchise, Grantee shall provide a replacement policy with the same terms. Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required, upon and after the effective date of this Franchise.

(2) The Grantee shall maintain on file with the City Manager an ACORD certificate of insurance or equivalent certifying the coverage required above.

(3) In the alternative to providing a certificate of insurance to the City, certifying liability insurance coverage as required in this Section, Grantee may provide the City with a statement regarding its self-insurance. Grantee's self-insurance shall provide at least the same amount and scope of coverage for the Grantee and the City, its officers, agents and employees, as otherwise required under this Section. The adequacy of such self insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage under this Section 20(3), any failure by the Grantee to maintain adequate self-insurance shall be cause for termination of this Franchise under Section 24.

Section 21. Remedies Not Exclusive, When Requirement Waived. All remedies and penalties provided under this Franchise, the common law, the statutes of this State, the statutes of the United States and the ordinances and regulations of the City, are cumulative and the enforcement or recovery of one is not a bar to the enforcement or recovery of any other remedy or penalty. The remedies and penalties contained in this Franchise are not exclusive, and the City reserves the right to enforce and to avail itself of any and all remedies available at law or in equity. Failure to enforce any right accruing to or available to City whether arising under this Franchise or otherwise, shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Grantee by this Franchise or a violation of any requirement of law imposed upon Grantee and available in favor of City. A specific waiver of any particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this Franchise shall not be a waiver of any other, subsequent or future breach of the same or of any other term, condition, or obligation or as a waiver of the term, condition or obligation itself.

Section 22. Additional Remedy. In addition to any rights available at law or in equity, including, without limitation, any rights set out elsewhere in this Franchise, as well as its rights under the City Code, the City reserves the right at its sole option to suspend issuance of any permits and/or approvals to Grantee until the Grantee corrects or otherwise remedies the violation.

Section 23. Breach of Franchise. City may declare a breach of this Franchise for Grantee's default in any material term or condition if Grantee has not cured the alleged default as soon as practicable and, except for an event of default that constitutes an unreasonable risk of personal injury or property damage, no later than ninety (90) days after the date of City's written notice of the default. In the event of Grantee's breach for a default that Grantee does not cure within the time allowed, City shall have every remedy available to it in law and equity for such default, including, without limitation, the additional remedies as provided in Section 23 of this Franchise: provided, that, if the breach is not capable of cure within said ninety (90) days, and Grantee is diligently pursuing cure, the period for cure may be extended by the City in writing.

Section 24. Severability. The provisions of this Franchise are severable. If any portion of this Franchise is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Franchise.

Section 25. Acceptance of Franchise. The Grantee shall, within thirty (30) days from the date of this ordinance takes effect, file with the City its written unconditional acceptance of this Franchise, and if the Grantee fails to do so, this ordinance shall be void.

Section 26. Effective Date. In order to ensure the continuous communications service to the City an emergency is declared and this ordinance will take effect immediately after passage by the Council provided Grantee files with the City its written unconditional acceptance of this Franchise.

Ayes: 3 - Stewman, Gregory, Harvey

Nays: 0

Abstentions: _____

RECORDER'S OFFICE:

Sam Sasaki
Sam Sasaki, Recorder/Mgr.

Shanti M. Platt
Shanti M. Platt, Mayor

12c



DataVision

489 Third St P.O. Box 269
Gervais, OR 97026

503-792-3611

datavision.coop

December 2, 2022

City of Gervais
Susie Marston
592 4th Street
Gervais, OR 97026

Dear Susie,

Datavision currently has a video franchise with the City of Gervais. The EZVideo service that we offer is transmitted from our business partner DirectLink in Canby to Gervais where we resell the programming to our customers. DirectLink has informed Datavision that due to the constant increases in programming costs and movement of customers to other streaming platforms, it has become cost prohibitive to continue the service. As a result, their Board of Directors made the decision to discontinue offering the EZVideo product effective 12/31/21.

Datavision started sending monthly notification to our customers monthly starting in September. We also updated the Datavision website with streaming options for customers to choose what service might best fit their needs. As of November 30th, we still have 35 customers on the video platform and we will be calling each of them individually to reinforce that the service will be ending on December 31st. Please be advised that City of Gervais will no longer be seeing quarterly reports and franchise payments after we work through the 4th quarter 2021 reporting cycle. I've attached a copy of the most recent customer notice for your files.

Please don't hesitate to call me if you have any questions,

Renee Willer
President – Datavision Communications
rwiller@datavision.coop
503.792.5500

November 1, 2021

NAME
ADDRESS
CITY, STATE, ZIP

IMPORTANT: DATAVISION TO STOP PROVIDING EZVIDEO SERVICE ON December. 31, 2021

PLEASE REVIEW AND TAKE ACTION AS SOON AS POSSIBLE

Dear EZVideo Subscriber,

This is a follow up letter to the one that was sent last month notifying you that Datavision will no longer carry the EZVideo product that you currently subscribe to after December 31, 2021.

We always strive to keep you informed of any significant changes that may have an impact on the services we provide. As such, you deserve to be made aware when changes are happening to the services Datavision provides and why. Recent unexpected changes have occurred in the video and streaming market that has impacted our EZ Video offerings.

Video is an expensive service to provide. An abundance of video solutions in the market today cater to multiple preferences, and subscribers have more choices than ever to customize their entertainment experience at a price where we are no longer competitive. We do not enjoy raising prices on our services, and we do everything we can to negotiate for fair rates from content providers and technology partners. However, the changes the TV industry is facing make it extremely difficult for small companies like Datavision to continue to offer video services at reasonable rates. We have seen all core product programming tier costs more than double in the last decade. Even though we pool our content negotiations with hundreds of independent providers throughout the United States, we are unable to offer the kinds of packages and programming options at affordable prices that members want and that are competitive.

In addition, the partner who provides the technology that Datavision uses for our EZVideo TV service filed for Chapter 11 bankruptcy earlier this year. This technology company has since been acquired by another organization who has issued an immediate rate increase in the form of a System Fee. Furthermore, multiple popular and well-watched networks have enacted unexpected mid-year price increases for the right to air their content on our system.

Therefore, Datavision has decided to terminate EZVideo services as of December 31, 2021.

In the past, Datavision has absorbed as much of these technology and programming costs as possible to minimize raising member rates. However, with this new partner, and network contract changes we have reached a point where we must pass along these unplanned increases as they occur.

We recognized this announcement may generate interest in alternative video solutions. Our team has been reviewing several popular subscription streaming TV services to help you find the best replacement for your needs. We have compiled information about a variety of popular options and are ready to help you navigate all the options. Many include customizable live cable and/or local channel packages at affordable prices with many of the same features and content you have grown to love from EZVideo. Others offer both live and OnDemand programming. The majority of these services work over the Internet on the same device(s) you use now to access EZVideo. Monthly prices for these live streaming services range from free to under \$100 for the top tier of programming. Please visit our website at www.datavision-internet.com/streaming to view possible options. Many of the streaming providers allow for a free trial to make sure it's a good fit for you!

Our Customer Service team can review your TV needs and help guide you to the right mix of entertainment services, weekdays between 8AM and 5PM at 503.792.3611.

Please know this decision was not made lightly. We know change is difficult but we'll be there to help you as along the way. The team at Datavision will provide you with timely and transparent communications along with alternative solutions that best meet your needs when possible. Thank you for understanding and supporting your neighborhood communications company.

Your Datavision Customer Service Team

Frequently Asked Questions:

Do I have to move my TV service now?

You do not need to move to a new service right away. We will keep the EZVideo service on through December 31, 2021. We do highly recommend that you begin to research other TV options. We have updated our website with some of the most popular streaming services. Please visit www.datavision-internet.com/streaming to view some alternatives or www.suppose.tv/tv that also provides some good resources. Please do this as early as possible to find a solution that works best for you

Can I still get my Internet/Phone service through Datavision?

Absolutely! The only service that will no longer be offered is EZVideo.

What is the new service fee listed on my bill?

Datavision has absorbed many of the operational costs rather than pass them along. However, when our EZVideo services technology vendor declared bankruptcy and was subsequently purchased by a new company, the new management implemented an immediate, additional operational pricing structure that was too high for the Datavision to absorb. Therefore, it is necessary to pass along these additional costs to subscribers through the form of a new service fee.

What is a subscription streaming TV service?

A streaming TV service delivers video programming, live or OnDemand through an app or online website over the Internet. The majority of these streaming TV services operate as a monthly subscription-based model and most do not require a contract or commitment. **Many of them offer a free-trial period.**

Will I still have access to local channels?

It depends on the new service selected. Some platforms do offer local channels. Depending on where you live, you may also get local channels over the air with a digital antennae. Also, check out Locast.org – a nonprofit that offers app based local channels for a nominal fee.

Will I still have access to my watchTVeverywhere content?

No. Once you discontinue EZVideo service with Datavision, you will no longer be able to use your watchTVeverywhere login. Many streaming and satellite options offer a similar experience.

Will I still be able to watch recorded programs in my EZVideo DVR?

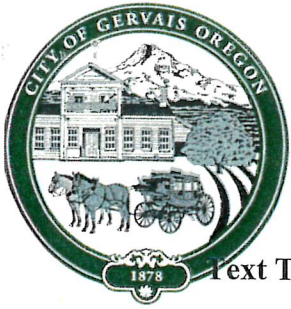
No. Recorded content will no longer be accessible after you move to an alternate provider or when we turn the service off. As of December 31, 2021, all EZVideo-enabled content, including DVR and watchTVeverywhere, will no longer be available.

Can I keep the device I used to watch EZVideo?

Yes, you own the device. Many of the other available streaming services should work on the connected device(s) you have in your home.

Will my new streaming TV service appear on my Datavision bill?

No. These services are all offered by third-party companies.



CITY OF GERVAIS

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

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

Date: December 29, 2021
To: Mayor and City Council
From: Susie Marston, City Manager
Re: City Manager Staff Report for January 6, 2022

Update on notable activities since December 2, 2021:

- I signed the contract for the circus on December 7. We also gave them payment. I confirmed the location with Dandy Stevens, which will be in the field behind the elementary school.
- I met with Joe Budge on December 10 about the shared-use building. Woodburn Fire District plans to apply for Marion County Round 2 for the purpose of using those funds towards the construction of the shared-use building.

He and I met again on December 14 with Shem Harding, an architect who has worked with Woodburn Fire District on other projects. Shem will show us preliminary layout options of potentially having both the Sam Brown House and the shared-use building on the public works property in early January. His feeling is that both buildings will fit. Chief Budge will then use one of the layouts to get a cost estimate that will allow him to apply for the Marion County grant.

- LOC Foundation donation – in reviewing our records, we found that the City contributed \$130 to the LOC Foundation in July, 2021. The council also authorized \$130 at the December council meeting. We don't believe it's the city council's intention to contribute twice this fiscal year, and so we won't be sending in the authorized contribution from December.
- Financial Report for year ending June 30, 2021 was completed and bound copies will be provided to councilors at the January 6th council meeting. The auditors will be at the February 3rd council meeting to present the financials.
- Grant Opportunity through Oregon State Parks opens January 1, 2022. This is the same program that the City received a grant from to develop Gervais Community Park. Large grant (max request \$750,000) applications are due April 1 and small grants (max request \$75,000) are due May 15. There is a 20% match.

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

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



Gervais Police Department

592 4th Street, P.O. Box 329

Gervais, OR 97026-0329

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

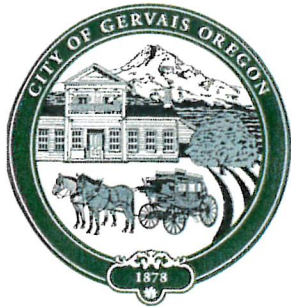
January 2022 Council Report

Reporting period between November 1, 2021 through November 30, 2021	
<u>Calls of service/CAD reports</u>	274
<u>Arrests</u>	4
<u>Traffic offenses</u>	27
<u>Traffic written warnings</u>	25
<u>Assist Agencies outside City limits</u>	10
<u>Assist Agencies inside City limits</u>	14

- **Winter Festival Event-** AIC/LT West and Officer Camacho participated in the joint City and School District Winter Festival. Being a part of these events is always enjoyable. The positive feedback and support, including the continued connections and relationship to foster positive relationships with our community is a top priority.
- **D.A.R.E Classes-** We are coming to the end of our lessons, teaching this year's 5th grade students at Gervais Elementary School. Graduation has been scheduled for January 12, 2022.
- **AIC/LT-** SSO West continues to be assigned as the AIC- Acting in Capacity Lieutenant.
- **Administrative Aide-** Ofc. Kristen Quinn continues to fill the position part-time, working twenty hours a week.
- **Senior Officer:** Congratulations to Officer Marshall who has been moved to Senior Officer Status.
- **New Officer-** Officer Carlos Camacho was sworn in this month and we hired a new officer, Zane Rise. Zane was hired on December 13, 2021. Zane was working for the Multnomah County Sherriff's Office, has attended the basic police academy and has LEDS Entry certification. He will be sworn in at tonight's meeting. We hope to have the final vacant position filled soon.

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 December 2021

Tree Farm Update: The contract is still awaiting final for signature.

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

In reference to the basketball court on 5th St. The cost estimate to match the existing pole is appx. \$3000.00. With the other cost factors the city manager and I are looking to budget \$5000.00 in next year's budget.

The four radar speed signs have all been repaired and updated. They have all been reinstalled.

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

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

John Robinson
Public Works Superintendent