



PUBLIC MEETING NOTICE

AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, April 11, 2022

A G E N D A

595 Main Street, Aumsville, OR 97325
Office: (503) 749-2030 ~ FAX: (503) 749-1852
Email: rharding@aumsville.us

1) CALL TO ORDER: 7:00PM

- a) Approve Agenda

2) PRESENTATIONS, PROCLAMATIONS, & VISITORS

- a) **Proclamation:** Arbor Day Proclamation – Proclaiming April 29th, 2022 as Arbor Day

- b) **Public Comment:** The meeting will be held in the Chester Bridges Memorial Community Center, 555 Main St. and via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on April 11, 2022.

- c) **Visitors:** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email croggers@aumsville.us to request log in instructions. Login information will also be posted on our website <https://www.aumsville.us/citycouncil/page/city-council-regular-meeting-104>

3) CONSENT AGENDA: (Action) Council Meeting March 28, 2022 Minutes

4) PUBLIC HEARING: Supplemental 2021-2022 Budget Amendment – FEMA Grant

- a) Open Public Hearing
- b) Hearing Disclosure Statement
- c) Declaration of Interests
- d) Staff Report
- e) Proponents Testimony
- f) Opponents Testimony
- g) General Testimony
- h) Rebuttal
- i) Questions
- j) Close Public Hearing
- k) Council Deliberations

5) OLD BUSINESS: None

6) NEW BUSINESS: (Action)

- a) Resolution 04-22 A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND.
- b) Authorize Staff to Reclassify \$15,000 of Budgeted Revenue from the City Reserve,

Miscellaneous Income Line, to the New FEMA DR4599 Reimbursement Line.

c) Grant Agreement-Oregon Business Development Department

7) CITY ADMINISTRATOR REPORT: (Information)

a) Monthly Police Department Report

b) Monthly Public Works Report

c) Review Check Register March 31, 2022

8) MAYOR AND COUNCILORS REPORTS

9) GOOD OF THE ORDER: Other Business May Come Before the Council at this Time

10) CORRESPONDENCE: Mid-Willamette Valley Council of Governments; Fee-for-Service Rates, Member Dues, and EDD Assessments

11) ADJOURNMENT REGULAR MEETING

The City of Aumsville does not and shall not; discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Anyone wishing to speak on an agenda item should ask to be recognized by the Mayor or Chair at the beginning of that agenda item. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities must be made at least 48 hours prior to the meeting. Please call (503) 749-2030 and leave a message or Oregon Relay Service for TDD at (800) 735-2900.



www.essential.com

Arbor Day Proclamation

The City of Aumsville recognizes...

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted are a source of joy and spiritual renewal.

NOW THEREFORE, I, Derek Clevenger, Mayor of the City of Aumsville, do hereby proclaim:

April 29th, 2022 as Arbor Day

In the City of Aumsville, and

Further, council urges all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Signed this 11th day of April, 2022 in Aumsville, Oregon.

Derek Clevenger, Mayor



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AUMSVILLE CITY COUNCIL

Minutes – March 28, 2022

Mayor Clevenger called the meeting to order at 7:00 PM. Present in-person were Councilors Angelica Ceja, Doug Ecclestone, Walter Wick, City Administrator (CA) Ron Harding, and City Clerk Colleen Rogers. Mayor Clevenger and Councilors Nico Casarez, Della Seney, and Scott Lee joined via Zoom Conference call. Council absent: None. The meeting was video recorded to be released later.

AGENDA APPROVAL: Mayor Clevenger called for a motion to approve the agenda. Councilor Casarez moved to approve the agenda as presented by staff. Councilor Ecclestone seconded. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

PRESENTATIONS: None

Visitors: There were no online attendees and one in-person attendee.

Public Comment: Mike Flewelling of Aumsville addressed Council with a request to change the Landscaping section of the City's Development Ordinance to allow, or have an exception, for artificial turf. The current ordinance is written in a way that only allows living grass. CA Harding explained the pros and cons of this type of change to the City's Development Ordinance. After some discussion Council consensus was for staff to move forward with research for this change and bring back to them at a future meeting.

CONSENT AGENDA: Councilor Casarez moved to approve the consent agenda as presented. Councilor Ecclestone seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

PUBLIC HEARING: None

OLD BUSINESS: None

NEW BUSINESS: Council reviewed the contract from Integrity Signs for the purchase and installation of an electronic reader board that will be placed at the south end of the community center on Main St. CA Harding explained that the sign will be an effective way to communicate to citizens during emergency events. The sign will be tied into our emergency backup generator and will work even in an electrical outage. It will also be another way to advertise city events, such as Corn Festival, Saturday Market, etc. Councilor Casarez moved to authorize

the purchase of an electronic sign from Integrity Signs in the amount of \$40,428.00 plus the cost of engineering and permitting. Ecclestone seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.) Council reviewed an Inter-governmental Agreement with Mid-Willamette Valley Community Action Agency (MVCAA) to participate in the Low-Income Household Water Assistance Program (LIHWAP). CA Harding explained that the program helps pay water bills for low-income households which apply for assistance. The payments are one-time payments and a person seeking assistance would need to fall within the income guidelines of 60% state median income. The city would refer customers in need of assistance to MVCAA and, as the managing agency, they will determine eligibility. Councilor Ceja moved to approve participation in the Low-Income Household Water Assistance Program and allow City Administrator Harding to sign the final agreement document with Mid-Willamette Valley Community Action Agency. Councilor Casarez seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

City Administrator Report: CA Harding reported that staff has been busy working on grant applications that are due by April 1st. He stated that they are also preparing for the Police Chief recruitment and interview process. The goal is to start interviews in a couple of weeks. CA Harding asked if Council wanted to convene as a full council for these interviews, and it was consensus to do so.

CA Harding informed Council that the City has been going through a lot of staff changes in the police department and are down in officers right now. City Hall is still looking to fill a couple of positions. It has been a challenge with being short staffed and getting new staff trained, but everyone is working very hard to keep moving forward.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Mayor Clevenger asked if there were any reports or initiatives from Council. There were none.

CORRESPONDENCE: Council received a letter from the Arbor Day Foundation announcing that the City of Aumsville, a member of the Tree City USA program, has been awarded a Tree City USA Growth Award by the Arbor Day Foundation to honor its commitment to effective urban forest management. The city will receive the award plaque in the near future and staff will present it at a future Council meeting.

The meeting adjourned without prejudice at 7:37 PM.

Derek Clevenger, Mayor

Ron Harding, City Administrator



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STAFF REPORT

TO: City of Aumsville City Council

FROM: Ron Harding, City Administrator
Joshua Hoyer, Finance Officer

Date: April 11, 2022 City Council Meeting

SUBJECT: Budget Amendment – FEMA DR4599 Grant

RECOMMENDATION: Staff requests authorization to process various budget amendments to appropriate FEMA Grant resources.

BACKGROUND: The City was awarded a grant from FEMA to help recover costs incurred by the February 2021 ice storm. At the time the current fiscal year budget was adopted, the city was unsure of the total amount, if any, that would be received from FEMA. In total, grant DR4599 has provided a total of \$65,313.72 in recovery funding, a 75% match for claimed resources spent in emergency management and cleanup of debris.

CURRENT SITUATION: ORS 294.471 authorizes appropriation of unanticipated federal grants by resolution of the governing body. Since this is a reimbursement of prior fiscal year expenses, and the City will be appropriating the resources for general use, a supplemental budget is required, with a hearing for any funds increasing expenditures by more than 10%. The Park Fund is scheduled to receive an increase in \$24,906, about 13% of current expenditure appropriations, necessitating a hearing to discuss potential uses of the funds. In the City Reserve Fund, \$15,000 had already been anticipated during budget adoption to recover money spent from the Emergency expenditure line; however, the revenue was classified in the "Miscellaneous Income" line. We propose creating a FEMA DR4599 Reimbursement line and transferring the budgeted \$15,000 income from the Miscellaneous Income line, to provide consistency with the other funds receiving FEMA reimbursement appropriations.

The impact on the 2021-22 fiscal year budget would be as proposed:

GENERAL FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (010-436)	0	1,050	1,050
Resources	2,294,234	1,050	2,295,284
Equipment Expense (010-616)	9,000	1,050	10,050
Requirements	2,294,234	1,050	2,295,284

POLICE FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (011-436)	0	3,662	3,662
Resources	1,430,648	3,662	1,434,310
Overtime (011-521)	33,000	2,800	35,800
Payroll Benefits (011-524)	439,500	862	440,362
Requirements	1,430,648	3,662	1,434,310

WATER FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (012-436)	0	9,771	9,771
Resources	1,287,910	9,771	1,297,681
Maintenance & Repairs (012-624)	50,000	9,771	59,771
Requirements	1,287,910	9,771	1,297,681

SEWER FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (013-436)	0	8,449	8,449
Resources	1,291,718	8,449	1,300,167
Maintenance & Repairs (013-624)	45,000	8,449	53,449
Requirements	1,291,718	8,449	1,300,167

STREET FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (014-436)	0	2,478	2,478
Resources	790,399	2,478	792,877
Maintenance & Repairs (014-624)	16,000	2,478	18,478
Requirements	790,399	2,478	792,877

PARK FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (015-436)	0	24,906	24,906
Resources	308,487	24,906	333,393
Maintenance & Repairs (015-624)	25,500	24,906	50,406
Requirements	308,487	24,906	333,393

CITY RESERVE FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
FEMA DR4599 Reimbursement (022-436)	0	15,000	15,000
Miscellaneous Income (022-413)	15,000	(15,000)	0
Resources	45,525	0	45,525

Council Options – 1st Action

1. Approve Resolution 04-22 to modify budget appropriations as outlined.
2. Amend Resolutions 04-22.
3. Remand to staff for revision.

MOTION: *I move to approve Resolution 04-22 as presented by staff.*

Council Options – 2nd Action

1. Direct staff to reclassify \$15,000 of budgeted revenue from the City Reserve, Miscellaneous Income line to the new FEMA DR4599 Reimbursement line.
2. Remand either Resolution to staff for revision

MOTION: *I move to reclassify \$15,000 of budgeted revenue in the City Reserve Fund from Miscellaneous Income to the FEMA DR4599 Reimbursement line.*

RESOLUTION NO. 04-22

A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND.

WHEREAS, the City has been awarded specific purpose grants from FEMA totaling \$65,313.72 to reimburse for expenses related to the February 2021 Ice Storm; and

WHEREAS, a majority of these resources were not originally included in the 2021-2022 fiscal year budget; and

WHEREAS, ORS 294.471 grants local governments authority to adopt supplemental budgets to appropriate federal grant resources after holding a public hearing; and

WHEREAS, a public hearing for the aforementioned supplemental budget occurred at the Aumsville City Council meeting on the 14th day of March, 2022;

NOW THEREFORE, BE IT RESOLVED that the Aumsville City Council amends the 2021-2022 Fiscal Year Budget as follows:

GENERAL FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	2,294,234	1,050	2,295,284
ADMINISTRATION	779,982	1,050	781,032
TOTAL REQUIREMENTS	2,294,234	1,050	2,295,284

POLICE FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	1,430,648	3,662	1,434,310
POLICE DEPARTMENT	1,247,252	3,662	1,250,914
TOTAL REQUIREMENTS	1,430,648	3,662	1,434,310

WATER FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	1,287,910	9,771	1,297,681
PUBLIC WORKS	760,167	9,771	769,938
TOTAL REQUIREMENTS	1,287,910	9,771	1,297,681

SEWER FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	1,291,718	8,449	1,300,167
PUBLIC WORKS	669,513	8,449	677,962
TOTAL REQUIREMENTS	1,291,718	8,449	1,300,167

STREET FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	790,399	2,478	792,877
PUBLIC WORKS	469,184	2,478	471,662
TOTAL REQUIREMENTS	790,399	2,478	792,877

PARK FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	308,487	24,906	333,393
PUBLIC WORKS	187,130	24,906	212,036
TOTAL REQUIREMENTS	308,487	24,906	333,393

BE IT FURTHER RESOLVED that this resolution becomes effective upon adoption.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 11TH DAY OF APRIL, 2022.

Derek Clevenger, Mayor

ATTEST:

Ron Harding, City Administrator

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for the City of Aumsville for the current fiscal year will be held at Chester Bridges Memorial Community Center, 555 Main St, Aumsville OR 97325 and via *ZOOM Webinar* - for a link to the meeting please visit www.aumsville.us/meetings

The hearing will take place on **April 11, 2022 at 7:00 PM** or as soon thereafter as the matter may be heard. The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after April 1, 2022 at Aumsville City Hall, 595 Main St, Aumsville, OR 97325 between the hours of 8:00am and 5:00pm. It is also available for download at www.aumsville.us/budget.

SUMMARY OF PROPOSED BUDGET CHANGES

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Park Fund - 015

Resource	Amount	Expenditure - indicate Org. Unit / Prog. & Activity, and Object Class.	Amount
1 FEMA DR4599 Reimbursement	24,906	1 Public Works	212,036
2	_____	2	_____
3	_____	3	_____
Revised Total Fund Resources	333,393	Revised Total Fund Requirements	333,393

Explanation of change(s):

The City of Aumsville has received grant funds through FEMA to recover expenses incurred during the previous fiscal year as a result of the 2021 Ice Storm. These funds are proposed to increase appropriations to the Public Works unit from \$187,130 to \$212,036 in order to provide additional capacity for maintenance and repair of the affected parks.



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STAFF REPORT

TO: City of Aumsville City Council

FROM: Ron Harding, City Administrator

SUBJECT: Grant contract number SR2229 with Business Oregon for receipt of Coronavirus State Fiscal Recovery Fund in the amount of \$2,500,000

RECOMMENDATION: Authorize city administrator Harding to sign the agreement.

BACKGROUND:

The city has applied for numerous grants with both State and Federal government organizations to assist with improvement to infrastructure needed within the water system. This grant contract is to help build a new 1-million-gallon water reservoir and drill two new wells within the city.

The council previously accepted a \$300,000 grant and subsequently awarded a design and engineering contract for this same project.

The terms of the grant are within the contract. This is a reimbursement contract so it will require management of the project and city funds. With the large contract and number of reimbursable grants, we may need a short-term loan for a project this size.

MOTION:

- Authorize City Administrator Harding to sign the grant contract, number SR2229, with Business Oregon for receipt of Coronavirus State Fiscal Recovery Fund in the amount of \$2,500,000
- Authorize City Administrator Harding to sign the grant contract, number SR2229, with Business Oregon for receipt of Coronavirus State Fiscal Recovery Funds in the amount of \$2,500,000 as modified by:
- Move to remand back to staff for revisions as directed.

**STATE OF OREGON
CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: SR2229

Project Name: City of Aumsville Water System Improvements

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and the City of Aumsville, Oregon (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Contract includes Exhibit A - Project Description and Budget and Reporting Requirements, and Exhibit B - Federal Award Information.

Pursuant to Oregon Laws 2021, chapter 669, section 196, OBDD is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (“ARPA SFRF” codified as 42 U.S.C. 802) for the purpose of constructing water system improvements as more particularly described in Exhibit A (the “Project”).

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$4,027,000.

Grant Amount: \$2,500,000.

Project Completion Deadline: 1 September 2026.

SECTION 2 - FINANCIAL ASSISTANCE

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Conditions Precedent. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- C. Obligation Deadline. Pursuant to the federal regulations for the Coronavirus State Fiscal Recovery Funds, at 31 C.F.R. Part 35, Recipient shall **obligate** Grant funds not later than 31 December 2024. An **obligation** is an order placed for property and services, as well as entering into contracts, subawards, and similar transactions that require payment. Grant funds may not be used for activities **obligated** after 31 December 2024, and any such activities are the sole responsibility of Recipient.
- D. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request disbursements under this Contract terminates on 1 December 2026. Notwithstanding section 3.A., Grant funds may

not be used for, and the final disbursement must not include, activities occurring after 1 December 2026. Activities occurring after 1 December 2026 are the sole responsibility of Recipient.

- E. Unexpended Grant Funds. Any Grant funds that remain after all authorized disbursements or the date this Contract is terminated will be retained by the State of Oregon.
- F. Use of Grant funds. The Recipient shall use the Grant funds only for the activities and budget described in Exhibit A. Recipient may not transfer Grant funds among line items in the budget without the prior written consent of OBDD.
- G. Project Costs. The Recipient shall apply the Grant funds to actual, reasonable and necessary Project costs in accordance with the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury and Oregon law, as applicable (“Project Costs”). Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project Costs.

SECTION 3 - DISBURSEMENT

- A. Reimbursement Basis. The Grant funds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant funds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). Recipient must submit a Disbursement Request for all costs incurred for each calendar quarter not later than ten days after the just-ended quarter. Recipient may submit Disbursement Requests more often than the quarterly deadlines as it deems necessary.
- B. Conditions to Disbursements. OBDD has no obligation to disburse Grant funds unless:
 - (1) OBDD has sufficient funds currently available for this Contract; and OBDD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.
 - (2) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project Costs, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Coronavirus State Fiscal Recovery Fund and any implementing administrative rules and policies.
 - (3) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project as described in the Estimated Project Cost in section 1.
 - (4) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (5) All other conditions precedent under this Contract are met.

(6) There is no Event of Default by Recipient.

C. Disbursement Request Deadline. The Recipient must submit its **final Disbursement Request to OBDD not later than 1 December 2026.**

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD as follows:

A. Organization and Authority.

- (1) Recipient is a Municipality validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

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

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws.
- (1) Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury.
 - (2) Recipient, in its performance of all obligations required by this Contract, will comply with the requirements of all other applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (3) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit must not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in

writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

- F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", including the Procurement, Cost Principles and Single Audit Act requirements.
- G. Federal Employment. OBDD's payments to Recipient under this Grant will be paid by funds received by OBDD from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.
- H. Project Completion Obligations. Recipient shall:
- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (2) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.
 - (3) Permit OBDD to conduct inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Project Costs in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (6) No later than the Project Completion Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that no further disbursements are needed.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- I. Prevailing Wage Requirements. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, when applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). Recipient shall comply with PWR, specifically:
- (1) Determine when PWR or Davis-Bacon Act apply.
 - (2) Require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates.
 - (3) Comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board.
 - (4) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
 - (5) Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a "public body" and the Project is a "qualified project," as those terms are defined in Section

17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:

- a. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage.
 - b. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations performed under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs.
 - c. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups.
 - d. Require any subcontractor with a subcontract has an estimated cost of \$200,000 or greater to perform the requirements set forth in subparagraphs a, b, and c above.
- (6) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (7) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.
- J. **Professional Responsibility.** All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- K. **Operation and Maintenance of the Project.** Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Completion Deadline. On or before the Project Completion Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- L. **Insurance, Damage.** For a period of not less than ten years following the Project Completion Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.

- M. Books and Records; Inspections; Information. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient. The Recipient shall permit OBDD, the federal government and their duly authorized representatives, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require, including cooperation with OBDD to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide OBDD the reporting required in Exhibit A.
- N. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Completion Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless the State of Oregon, OBDD, and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and attorneys' fees incurred (collectively, "Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, agents or contractors, that is related to this Project. Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon or OBDD of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- Q. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification

Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

SECTION 6 - DEFAULT

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

- A. **Misleading Statement.** Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. **Failure to Perform.** Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- C. **OBDD Default.** OBDD fails to perform any obligation required under this Contract and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to OBDD by Recipient. Recipient shall agree in writing to an extension of time if it reasonably determines OBDD instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. **OBDD Remedies.** Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon OBDD's demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 7 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies.** In the event of default by OBDD, Recipient's sole remedy will be for disbursement of Grant funds as required and eligible under this Contract, not to exceed the total Grant Amount, less any claims OBDD has against Recipient.

SECTION 8 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.

If to Recipient: City Administrator
 City of Aumsville
 595 Main Street
 Aumsville, OR 97325

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 5, 6, 7, 9.B, 9.C, and 9.L.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

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



STATE OF OREGON
acting by and through its Oregon
Business Development Department



CITY OF AUMSVILLE

By: _____
Chris Cummings, Assistant Director
for Economic Development

By: _____
Ron Harding, City Administrator

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 24 March 2022
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A
PROJECT DESCRIPTION AND BUDGET AND REPORTING REQUIREMENTS

Project Description: The Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct two new water supply wells with a finished water reservoir, pump station, associated piping, and appurtenances. Project plans and specifications must be reviewed and approved by Oregon Health Authority – Oregon Drinking Water Services. The Project includes, but is not limited to, the following:

- Two water supply wells (exact location to be determined pending results of well siting study funded by this award; likely to be built on Recipient’s property near Mill Creek Park).
- Pipelines from each of the two new wells to the existing raw water supply pipe underneath Main Street.
- New water storage tank next to Recipient’s existing storage tank (tank to be sized from 750,000 gallons to 1,000,000 gallons depending upon results of property acquisition negotiations).
- New booster pump station adjacent to the new water storage tank.

Project Budget Line Items	ARPA SFRF Funds	Other Funds	Total
Design/Engineering		\$593,000	\$593,000
Construction	\$2,500,000	\$463,000	\$2,963,000
Construction Contingency		\$296,000	\$296,000
Legal Fees		\$25,000	\$25,000
Permitting and Regulatory Fees		\$100,000	\$100,000
Land Acquisition		\$50,000	\$50,000
TOTAL	\$2,500,000	\$1,527,000	\$4,027,000

Reporting Requirements:

Report Name	Frequency	Due Dates
Quarterly Report	Quarterly	April 10 th , July 10 th , October 10 th , January 10 th
Annual Report	Annually	January 10, 2022; July 10 th annually thereafter

Quarterly Reports

Recipient shall submit Quarterly Reports to OBDD which must include such information as is necessary for OBDD to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports must be submitted using a template provided by OBDD that includes, but is not limited to the following information:

1. Expenditure Reporting Template

- a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by OBDD)
2. Project Status Update
 - a) Status of Project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including Project outputs and achieved outcomes.
 - c) Identification of barriers/risks to outcomes and a description of actions taken to mitigate delays/risks to the overall Project goal.
 - d) Optional: Share with OBDD community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to OBDD an annual report. The annual reports must be submitted using a template provided by OBDD that includes, but is not limited to the following information:

1. How the Project is Promoting Equitable Outcomes
2. How the Project is Engaging with the Community

**EXHIBIT B – FEDERAL AWARD INFORMATION
REQUIRED BY 2 CFR 200.332(A)(1)**

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Aumsville, City of
- (ii) Subrecipient's DUNS number: 957164742
- (iii) Federal Award Identification Number (FAIN): SLFRP4454
- (iv) Federal Award Date: July 23, 2021
- (v) Sub-award Period of Performance Start and End Date: Effective Date of Contract through 31 December 2026
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$2,500,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$2,500,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$2,648,024,988.20
- (ix) Federal award project description: The state fiscal recovery funds program authorized by the American Rescue Plan Act provides funding to support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; to make necessary investments in water, sewer, and broadband infrastructure; and cover the cost of other eligible activities.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of the Treasury
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity:
- (xi) CFDA Number and Name: 21.027 American Rescue Plan Act Coronavirus State Fiscal Recovery Fund
Amount: \$2,500,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit B, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient City of Aumsville		Project Number SR2229	
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)			
_____ Typed Name and Title		_____ Typed Name and Title	
(1) a _____ Signature (Highest Elected Official must not sign here)		(1) b _____ Signature (Highest Elected Official must not sign here)	
Additional Signatures (if desired)			
_____ Typed Name and Title		_____ Typed Name and Title	
(1) c _____ Signature (Highest Elected Official must not sign here)		(1) d _____ Signature (Highest Elected Official must not sign here)	
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)		Agency Use Only: Date Received: _____ _____	

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
775 SUMMER ST NE STE 200
SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Aumsville

93-0512929

Recipient

Federal Tax ID Number

Water System Improvements

SR2229

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services

SFMS Operations / ACH Coordinator

155 COTTAGE ST NE STE U60

SALEM OR 97301-3970

Get the form here: [www.oregon.gov/das/Financial/AcctgSys/Documents/ACH Enrollment Form.pdf](http://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf)

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number 5963.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) _____

Signature(s) _____

Title(s) _____

Date _____

Telephone Number _____

Fax Number _____

Accounts Payable Register

City of Aumsville

Fiscal: 2021-22
 Deposit Period: 2021-22 - March
 Check Period: 2021-22 - March - Second Council

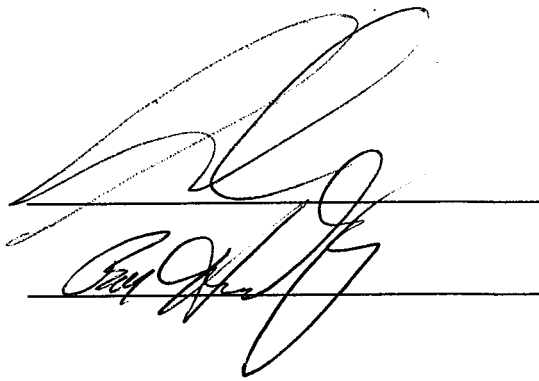
Riverview Community Bank

9001000967

Check

<u>55394</u>	ABC PRINTERS INC	3/30/2022	\$106.00
<u>55395</u>	AUMSVILLE ACE HARDWARE	3/30/2022	\$55.14
<u>55396</u>	CANYON CONTRACTING LLC	3/30/2022	\$5,983.00
<u>55397</u>	DALHIA WILCOXON	3/30/2022	\$64.29
<u>55398</u>	DAVISON AUTO PARTS INC	3/30/2022	\$81.45
<u>55399</u>	GREYSTONE TACTICAL	3/30/2022	\$51.99
<u>55400</u>	INTEGRITY SIGNS OREGON, LLC	3/30/2022	\$20,214.00
<u>55401</u>	MARION COUNTY TREASURY DEPARTMENT	3/30/2022	\$134.52
<u>55402</u>	OFFICE DEPOT, INC	3/30/2022	\$255.60
<u>55403</u>	PARSONS DESIGNS LLC	3/30/2022	\$1,919.80
<u>55404</u>	STAN BUTTERFIELD P.C.	3/30/2022	\$750.00
<u>55405</u>	TRINITY'S QUALITY AUTO CARE	3/30/2022	\$91.06
<u>EFT Payment 3/30/2022 4:25:54 PM - 1</u>	WAVE	3/30/2022	\$9.95
<u>EFT Payment 3/30/2022 4:25:54 PM - 2</u>	ZIPLY FIBER	3/30/2022	\$617.43
<u>EFT Payment 3/31/2022 9:04:50 AM - 1</u>	HOME DEPOT CREDIT SERVICES	3/31/2022	\$341.74

Total	Check	\$30,675.97
Total	9001000967	\$30,675.97
Grand Total		\$30,675.97



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

Community Development Services

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

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

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

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

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour

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

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

Loan Program Services

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

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

3rd Party Costs Direct Charge

Copy and Plot Charges

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

Regular Plots

A (8 1/2 x 11)	\$ 2 Each
B (11 x 17)	\$ 3 Each
C (17x22)	\$24 Each
D (22x34)	\$25 Each
E (34x44)	\$45 Each

For oversize plots, \$45 plus \$4.32 per additional square foot

Image Plots

A (8 1/2 x 11)	\$ 4 Each
B (11 x 17)	\$ 6 Each
C (17x22)	\$36 Each
D (22x34)	\$37 Each
E (34x44)	\$67 Each

For oversize plots, \$67 plus \$6.48 per additional square foot

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

SLO

ATTEST

Sal Peralta, Chair
COG Board of Directors



Scott Dadson
Executive Director

Mid-Willamette Valley Council of Governments

FY 2022-23 Membership Dues

July 2018	July 2019	July 2020		FY 2021-22	FY 2022-23
Population	Population	Population	Jurisdiction	COG Dues	COG Dues
98,497	99,820	97,773	MARION COUNTY (less member cities)	\$43,150	\$ 44,574
138,825	140,480	141,350	City of Salem (Marion Co.)*	See Below	See Below
3,975	4,130	4,215	City of Aumsville	2,205	2,133
985	985	1,023	City of Aurora	1,311	1,354
210	210	205	City of Detroit	1,311	1,354
985	990	995	City of Donald	1,311	1,354
440	440	498	City of Gates	1,311	1,354
2,585	2,615	2,624	City of Gervais	1,396	1,354
3,305	3,305	3,454	City of Hubbard	1,765	1,748
78	90	90	City of Idanha	1,311	1,354
3,245	3,265	3,335	City of Jefferson	1,743	1,688
38,505	38,580	38,585	City of Keizer	20,603	19,524
3,415	3,465	3,595	City of Mt. Angel	1,850	1,819
435	435	440	City of St. Paul	1,311	1,354
375	380	387	City of Scotts Mills	1,311	1,354
10,325	10,380	11,050	City of Silverton	5,543	5,591
7,810	7,870	8,159	City of Stayton	4,203	4,128
2,890	2,970	3,050	City of Sublimity	1,586	1,543
2,085	2,215	2,410	City of Turner	1,311	1,354
24,760	25,135	25,882	City of Woodburn	13,423	13,096
18,730	18,440	15,058	POLK COUNTY (less member cities)	7,631	8,269
26,440	26,920	29,768	City of Salem (Polk Co.)*	See Below	See Below
15,830	16,260	17,201	City of Dallas	8,684	8,704
955	980	1,000	City of Falls City	1,311	1,354
9,370	9,530	9,851	City of Independence	5,089	4,985
9,890	9,920	10,022	City of Monmouth	5,297	5,071
885	890	905	City of Willamina (Polk Co.)**	See Below	See Below
27,275	27,375	27,005	YAMHILL COUNTY (less member cities)	14,620	13,665
1,655	1,670	1,705	City of Amity	1,311	1,354
2,270	2,270	2,290	City of Carlton	1,311	1,354
2,720	2,740	2,745	City of Dayton	1,463	1,389
3,230	3,235	3,285	City of Dundee	1,727	1,662
4,105	4,125	4,255	City of Lafayette	2,203	2,153
33,810	33,930	34,615	City of McMinnville	18,120	17,515
23,795	24,045	24,120	City of Newberg	12,841	12,205
6,190	6,205	6,100	City of Sheridan	1,131	3,087
1,275	1,360	1,375	City of Willamina (Yamhill Co.)**	See Below	See Below
1,090	1,105	1,110	City of Yamhill	1,311	1,354
			SPECIAL DISTRICTS		
5,693	5,693	5,500	Salem Area Transit District	3,040	2,783
9,818	9,818	10,151	Chemeketa Community College	5,243	5,136
41,177	41,177	41,177	Salem/Keizer School District	21,991	20,836
			Willamette ESC	1,311	1,354
			Chehalem Park & Recreation District	1,311	1,354
			Marion SWCD	1,311	1,354
5,454	5,516	5,689	Confederated Tribes of the Grand Ronde Community of Oregon	2,945	2,879
165,265	167,400	171,118	*City of Salem Total Fee	40,933	44,574
2,160	2,250	2,280	**City of Willamina Total Fee	1,311	1,354
			TOTALS	\$ 271,401	\$ 273,775

Mid-Willamette Valley Community Development Partnership Board
Economic Development District
FY 2022-23 Assessment

<u>July 2019 Population</u>	<u>July 2020 Population</u>	<u>Percent of Pop.</u>	<u>Jurisdiction</u>	<u>FY 2021-22 Assessment</u>	<u>FY 2022-23 Assessment</u>
347,760	349,120	36.99%	Marion County	27,161	27,000
82,940	83,805	8.88%	Polk County	6,479	6,482
108,060	108,605	11.51%	Yamhill County	8,441	8,402
4,130	4,215	0.45%	City of Aumsville	322	329
785	985	0.10%	City of Aurora	156	161
210	205	0.02%	City of Detroit	156	161
990	995	0.11%	City of Donald	156	161
485	495	0.05%	City of Gates	156	161
2,615	2,620	0.28%	City of Gervais	205	204
3,305	3,315	0.35%	City of Hubbard	256	256
155	155	0.02%	City of Idanha	156	161
3,265	3,280	0.35%	City of Jefferson	256	256
38,580	38,585	4.09%	City of Keizer	3,016	2,986
3,465	3,520	0.37%	City of Mt. Angel	271	270
435	440	0.05%	City of St. Paul	156	161
167,400	168,970	17.90%	City of Salem	13,075	13,067
380	385	0.04%	City of Scotts Mills	156	161
10,380	10,520	1.11%	City of Silverton	813	810
7,870	7,780	0.82%	City of Stayton	615	599
2,970	3,050	0.32%	City of Sublimity	234	234
2,215	2,410	0.26%	City of Turner	176	190
25,135	25,185	2.67%	City of Woodburn	1,962	1,949
16,260	16,555	1.75%	City of Dallas	1,267	1,278
980	1,000	0.11%	City of Falls City	156	161
9,530	9,675	1.02%	City of Independence	747	745
9,920	9,940	1.05%	City of Monmouth	776	767
1,670	1,705	0.18%	City of Amity	156	161
2,270	2,290	0.24%	City of Carlton	176	175
2,740	2,745	0.29%	City of Dayton	212	212
3,235	3,285	0.35%	City of Dundee	256	256
4,125	4,155	0.44%	City of Lafayette	322	321
33,930	34,615	3.67%	City of McMinnville	2,650	2,679
24,045	24,120	2.56%	City of Newberg	1,881	1,869
6,205	6,100	0.65%	City of Sheridan	483	475
2,250	2,280	0.24%	City of Willamina	176	175
1,105	1,110	0.12%	City of Yamhill	156	161
			Confederated Tribes of the Grand		
5,516	5,689	0.60%	Ronde Community of Oregon	432	438
			Marion SWCD	156	161
			Chemeketa Community College	156	161
			Chehalam Park & Recreation District	-	161
			Salem/Keizer School Dist	156	161
			Salem Area Transit District	156	161
			WESD	156	161
<u>937,311</u>	<u>943,904</u>	<u>100%</u>	TOTALS	<u>\$ 75,000</u>	<u>75,000</u>