

HALSEY CITY COUNCIL MEETING
Tuesday October 10th, 2023 – 7:00 P.M.
Halsey Community Center
100 Halsey Street, Halsey, OR 97348
(541) 369-2522 / TTY: 1-800-735-2900

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COUNCIL MINUTES

1. Council Meeting Minutes – Sept 12, 2023

E. FINANCIAL REPORTS AND JOURNAL ENTRIES

1. Temporarily Delayed

F. AGENDA ADJUSTMENTS

G. DELEGATIONS

1. Linn County Sheriff's Office
2. Community Services Consortium

H. CITIZEN COMMENTS (Non-Agenda items)

This is the time for interested citizens and anyone in the audience to address the Council on any items of concern.

I. REPORTS TO COUNCIL

1. Employee Reports
 - a. City Administrator – Wes Hare
 - b. Public Works Department – Andy Ridinger
 - c. Library – Abi Vinson
2. Council Reports
 - a. Sharing Hands -- Ken Lorensen
 - b. Central Linn School District – Michelle Isom
 - c. Oregon Cascades West Council of Governments – Jeremy Romer

J. OLD BUSINESS

K. NEW BUSINESS

L. ORDINANCES & RESOLUTIONS

1. Resolution Supporting Continuum of Care

M. ADJOURNMENT

MEETING LOCATION AND FORMAT

The Halsey City Council will meet in person in the Council Chambers upstairs in City Hall. Members of the public may attend in person or remotely via telephone or Zoom.

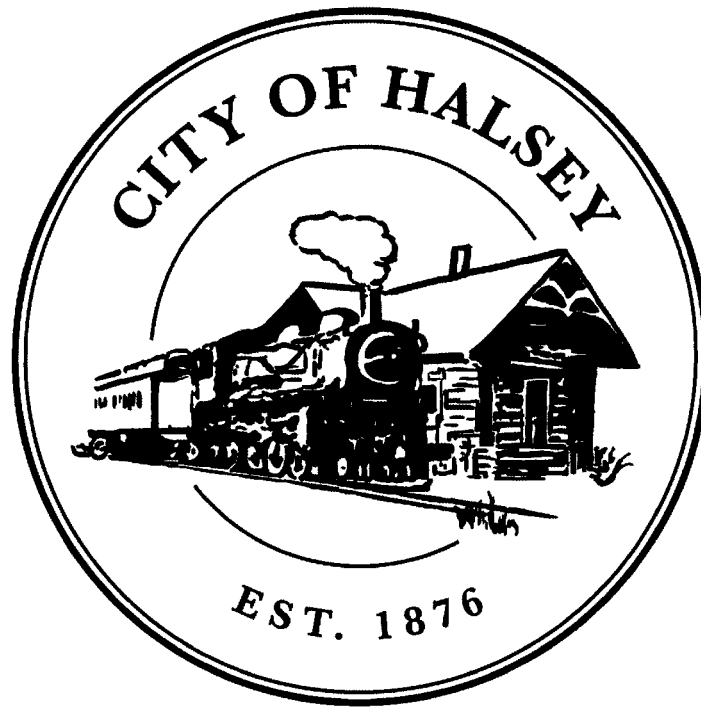
Please use the following phone number:

1-253-215-8782

Meeting ID: 343-141-9714

Please contact city staff in advance for an invitation link to be emailed to you if you prefer to log in via computer or another device. An audio recording of the meeting will be posted on the website within 48 hours of the meeting.

All City Council meetings are recorded. Audio recordings of past meetings are available at www.cityofhalsey.com. The location of this meeting is accessible to the disabled. If you have a disability that requires accommodation, please notify the City Hall office at least 48 hours in advance of the meeting: cityrecorder@cityofhalsey.com | 541-369-2522/ TTY 1-800-735-2900



Council Packet

City of Halsey
Regular Council Meeting
City Hall – Community Center
Remote Attendance via Zoom
100 W. Halsey Street

Tuesday October 10th, 2023
7:00 PM

D. COUNCIL MINUTES

Council Minutes		
Council Action:	<i>MOTION</i>	October 10, 2023

Issue Statement: Council is asked to review and approve the minutes from the Council Meeting on August 8, 2023.

➤ **Possible Motion:** I move that the Governing Body of the City of Halsey approve September 12th City Council minutes as submitted.

- **Council Options**

1. Remove an item for separate consideration & decision
2. Approve as recommended
3. Approve with amendments
4. Provide further direction to staff
5. Deny request



LINN COUNTY SHERIFF'S OFFICE

Michelle Duncan, Sheriff

1115 S.E. Jackson Street, Albany, OR 97322

Albany, OR. 97322

Phone: 541-967-3950

www.linnsheriff.org

2023

MONTHLY REPORT TO THE CITY OF HALSEY FROM THE LINN COUNTY SHERIFF'S OFFICE

FOR THE MONTH OF:

SEPTEMBER

TRAFFIC CITATIONS: -----	3
TRAFFIC WARNINGS: -----	14
TRAFFIC CRASHES: -----	1
ARRESTS MADE: -----	1
COMPLAINTS/INCIDENTS INVESTIGATED:-----	42

TOTAL HOURS SPENT:

HALSEY
72 hours

CONTRACT HOURS= 72 HOURS

Michelle Duncan,
Sheriff, Linn County

By: Sgt. Steven Frambes



**MONTHLY BULLETIN OF DISPATCHED
CALLS AND CASES
FOR CONTRACT CITIES**

This Report Encompasses: 9/ 1/23 to 9/30/23

Total Incidents This Month: **42**

Incident Information:	Description
CAD# 2023174592 TIME: 9/1/2023 8:36:37PM CASE# 2303677 HALS REPORT TAKEN	Report Filed. STRANGULATION - FEL DOMESTIC Reported At Block Of 300 W 2ND ST Occurred between 2035 hours on 9/1/2023 and 2036 hours on 9/1/2023 . Reported: Alicia Heiden, 42, of Halsey was arrested for Domestic Violence Strangulation and Assault 4
CAD# 2023174703 TIME: 9/1/2023 10:48:49PM CASE# CAD Only HALS CAD CALL COMPLETE	INFORMATION ONLY REPORT Reported at Block of 1200 W 4TH ST HALS Caller stated they were scammed out of \$100 and just wanted Linn County Sheriff's Office to be aware. Caller did not want to pursue criminal charges and no suspect leads were provided.
CAD# 2023174997 TIME: 9/2/2023 11:24:54AM CASE# CAD Only HALS CITATION ISSUED	PARKING COMPLAINT Reported at Block of 100 W HALSEY ST HALS Diamond K Trailer Sales was issued a citation for Halsey Municipal Code 6.15.160 – Prohibited Parking.
CAD# 2023176756 TIME: 9/5/2023 7:21:37AM CASE# CAD Only HALS HALSEY	EXTRA PATROL Reported at Block of 200 W 2ND ST HALS First day of school at Central Linn Elementary.
CAD# 2023176953 TIME: 9/5/2023 11:09:30AM CASE# CAD Only HALS HALSEY	EXTRA PATROL Reported at Block of 200 NW 2ND ST/HWY 99E HALS Deputy conducted speed enforcement through the construction zone in Halsey.

Incident Information:

Description

CAD# 2023177690
TIME: 9/6/2023 11:16:48AM
CASE# CAD Only
HALS
CAD CALL COMPLETE

PHONE HARASSMENT Reported at Block of 1300 CROWELL LN HALS

Deputy handled a phone harassment related to a road-rage incident in which someone was repeatedly calling a Halsey business, upset and berating the employees, over another employee's driving. The deputy was unable to contact the offender, but the calls stopped.

CAD# 2023177905
TIME: 9/6/2023 3:15:01PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

FOUND PROPERTY Reported at Block of 500 ROYAL TERN AVE HALS

A victim who lost her phone had it ping at a home in Halsey. A Deputy investigated and determined there was no crime. The phone was recovered and returned to the owner.

CAD# 2023179643
TIME: 9/8/2023 11:31:30PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 200 W O ST HALS

Deputy preforms extra patrol in park after hours, no people or suspicious activity discovered.

CAD# 2023179652
TIME: 9/8/2023 11:57:32PM
CASE# CAD Only
HALS
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 1400 W 2ND STAW O ST HALS

Operator warned for speeding violation.

CAD# 2023180015
TIME: 9/9/2023 4:38:10PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

PHONE HARASSMENT Reported at Block of 800 W 5TH ST HALS

Caller reporting an ex-girlfriend harassing him by phone.

CAD# 2023180338
TIME: 9/10/2023 4:03:26AM
CASE# 2303814
HALS
REPORT TAKEN

Report Filed. CRIMINAL MISCHIEF 2 - CRIME DAMAGE Reported At Block Of 300 W 2ND ST Occurred between 0402 hours on 9/10/2023 and 0403 hours on 9/10/2023 . Reported:

Two suspects attempted to burglarize a store. They damaged a door. The cost to repair the door is \$800-\$1,000. The investigation is ongoing.

Incident Information:

Description

CAD# 2023182095
TIME: 9/12/2023 3:59:02PM
CASE# CAD Only
HALS

INFORMATION ONLY REPORT Reported at Block of 400 W 1ST ST HALS

Attempting to locate video surveillance from burg. attempt.

CAD# 2023182539
TIME: 9/13/2023 9:10:20AM
CASE# 2303864
HALS
REPORT TAKEN

Report Filed. FRAUDULENT USE CREDIT CARD - MISD Reported At Block Of 800 W 5TH ST Occurred between 0909 hours on 9/13/2023 and 0910 hours on 9/13/2023 . Reported:

Credit card fraud for \$410. Investigation on going

CAD# 2023182710
TIME: 9/13/2023 1:14:39PM
CASE# 2303867
HALS
REPORT TAKEN

Report Filed. DEATH INVESTIGATION Reported At Block Of 500 E 1ST ST Occurred between 1313 hours on 9/13/2023 and 1314 hours on 9/13/2023 . Reported: 9/13/2023

Deputies investigate a death from apparent natural causes.

CAD# 2023183760
TIME: 9/14/2023 11:53:37PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

ALARM LAW ONLY Reported at Block of 400 W M ST HALS

Deputy responded to a residential alarm and did not find any sign of crime or suspicious activity.

CAD# 2023184501
TIME: 9/15/2023 11:31:34PM
CASE# CAD Only
HALS
CITE EQUIPMENT VIOLATION

TRAFFIC STOP Reported at Block of 000 NW 2ND ST/HWY 228 HALS

Operator cited for a stop sign violation and for expired tags (2017)

CAD# 2023186256
TIME: 9/18/2023 4:03:08PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

THEFT Reported at Block of 000 W 1ST ST HALS

Report of a stolen handgun. Caller located the handgun in their vehicle.

Incident Information:

Description

CAD# 2023187858
TIME: 9/21/2023 8:38:40AM
CASE# CAD Only
HALS
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 200 W C ST HALS

School zone patrol

CAD# 2023187869
TIME: 9/21/2023 9:01:59AM
CASE# CAD Only
HALS
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 000 W 1ST ST HALS

Extra patrols of nearby intersections

CAD# 2023188308
TIME: 9/21/2023 5:54:37PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

DOG COMPLAINT Reported at Block of 300 W I ST HALS

Caller reported an aggressive dog. The dog owner was contacted and warned to keep the dog on their property.

CAD# 2023188702
TIME: 9/22/2023 10:45:39AM
CASE# CAD Only
HALS
HALSEY

SUSPICIOUS VEHICLE Reported at Block of 400 W D ST HALS

Report of suspicious vehicle. Deputy checked on vehicle and verified it is registered to neighboring address.

CAD# 2023188771
TIME: 9/22/2023 12:21:16PM
CASE# CAD Only
HALS
HALSEY

WELFARE CHECK Reported at Block of 400 W D ST HALS

Welfare check after child was heard yelling. All was well.

CAD# 2023189304
TIME: 9/23/2023 4:44:33AM
CASE# CAD Only
HALS
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 1400 W 2ND ST W O ST HALS

Operator issued a warning for speeding violation.

Incident Information:	Description
CAD# 2023189310 TIME: 9/23/2023 5:13:47AM CASE# CAD Only HALS WARNING SPEEDING VIOLA1	TRAFFIC STOP Reported at Block of 1400 W 2ND ST/W O ST HALS <hr/> Operator issued a warning for speeding violation.
CAD# 2023189759 TIME: 9/23/2023 8:05:34PM CASE# CAD Only HALS WARNING SPEEDING VIOLA1	TRAFFIC STOP Reported at Block of 200 W O ST/W 2ND ST HALS <hr/> Operator issued a warning for speeding violation.
CAD# 2023189815 TIME: 9/23/2023 9:19:23PM CASE# CAD Only HALS WARNING SPEEDING VIOLA1	TRAFFIC STOP Reported at Block of 200 W O ST/W 2ND ST HALS <hr/> Operator issued a warning for speeding violation.
CAD# 2023189833 TIME: 9/23/2023 9:38:49PM CASE# CAD Only HALS WARNING SPEEDING VIOLA1	TRAFFIC STOP Reported at Block of 31800 HWY 228 HALS <hr/> Operator issued a warning for speeding violation.
CAD# 2023189845 TIME: 9/23/2023 10:12:54PM CASE# CAD Only HALS WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 400 W 2ND ST/W E ST HALS <hr/> Driver issued warning on moving violation.
CAD# 2023190027 TIME: 9/24/2023 8:00:15AM CASE# CAD Only HALS WARNING MOVING VIOLATIC	TRAFFIC STOP Reported at Block of 1400 W 1ST ST HALS <hr/> Operator warned for moving violation.

Incident Information:	Description
CAD# 2023190556 TIME: 9/25/2023 4:24:43AM CASE# CAD Only HALS WARNING SPEEDING VIOLA1	TRAFFIC STOP Reported at Block of 1400 W 2ND ST/W O ST HALS <hr/> Operator warned for speeding violation
CAD# 2023190561 TIME: 9/25/2023 4:41:02AM CASE# CAD Only HALS CITE SPEEDING VIOLATION	TRAFFIC STOP Reported at Block of 1400 W 2ND ST/W O ST HALS <hr/> 60-year-old R. Miltmore of Sweet Home received a traffic citation for Violation of Basic Rule .
CAD# 2023191954 TIME: 9/27/2023 3:03:25AM CASE# CAD Only HALS CALL TRANSFERRED TO OTI	TRANSFER 911 INFO - LAW CALL Reported at Block of 1200 W 2ND ST HALS <hr/>
CAD# 2023192122 TIME: 9/27/2023 10:09:30AM CASE# CAD Only HALS HALSEY	MOTORIST ASSIST Reported at Block of 100 NW 2ND ST HALS <hr/> Deputy checked on disabled motorist. Tow truck on the way, all is well.
CAD# 2023192483 TIME: 9/27/2023 6:34:08PM CASE# CAD Only HALS CAD CALL COMPLETE	SUSPICIOUS CIRCUMSTANCE Reported at Block of 200 W 2ND ST HALS <hr/> Caller reports neighbor angry about balls being kicked into yard by soccer team. Deputy talks to both parties, caller report no crime.
CAD# 2023192644 TIME: 9/28/2023 2:20:17AM CASE# CAD Only HALS CAD CALL COMPLETE	EXTRA PATROL Reported at Block of 200 W O ST HALS <hr/> Deputy performs extra patrol in park, no suspicious activity discovered

Incident Information:

Description

CAD# 2023192648
TIME: 9/28/2023 2:37:39AM
CASE# CAD Only
HALS
CAD CALL COMPLETE

SUSPICIOUS VEHICLE Reported at Block of 300 W 2ND ST HALS

Deputy contacts suspicious vehicle, operator states they ran out of gas and waiting for the store to open.

CAD# 2023192658
TIME: 9/28/2023 3:21:38AM
CASE# CAD Only
HALS
WARNING SPEEDING VIOLAT

TRAFFIC STOP Reported at Block of 1400 W 2ND ST/W O ST HALS

Operator warned for speeding violation

CAD# 2023192754
TIME: 9/28/2023 8:40:35AM
CASE# CAD Only
HALS
CAD CALL COMPLETE

MVC NON INJURY Reported at Block of 000 W 1ST ST HALS

Crash involving a county road department vehicle.

CAD# 2023193275
TIME: 9/28/2023 9:49:24PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

EXTRA PATROL Reported at Block of 200 W I ST HALS

Deputy performs extra patrol

CAD# 2023194003
TIME: 9/29/2023 10:42:29PM
CASE# 2304139
HALS
REPORT TAKEN

REPORT PENDING. Original Call Type: **FOUND PROPERTY** Reported At Block Of 400 W 1ST ST Occurred between 2242 hours on 9/29/2023 and 2242 hours on 9/29/2023 .

The cell phone was returned to the victim

CAD# 2023194341
TIME: 9/30/2023 12:11:07PM
CASE# CAD Only
HALS
CAD CALL COMPLETE

FOUND DOG Reported at Block of 200 W I ST HALS

Caller was concerned about the health of a chihuahua dog that appeared at an estate sale. The dog eventually walked away and disappeared.

Incident Information:	Description
<p>CAD# 2023194583</p> <p>TIME: 9/30/2023 8:05:00PM</p> <p>CASE# CAD Only</p> <p>HALS</p> <p>CAD CALL COMPLETE</p>	<p>WELFARE CHECK Reported at Block of 1200 W 4TH ST HALS</p> <hr/> <p>Deputy conducted a welfare check on a child. Child was in good health.</p>

Wes Hare -Halsey City Administrator

From: Emely Day <eday@communityservices.us>
Sent: Sunday, September 24, 2023 2:13 PM
To: pat.hare@adairvillage.org; alex.downing@corvallisoregon.gov;
steve.martinenko@ci.monroe.or.us; cityclerk@cityofalbany.net;
admin@ci.brownsville.or.us; citygtes@wbcable.net; City Hall Staff;
meldridge@ci.harrisburg.or.us; cityofid@bmi.net; ron.whitlatch@lebanonoregon.gov;
cityoflyons@wavecable.com; scook@ci.mill-city.or.us; cityclerk@cityofmillersburg.org;
cityofscio@smt-net.com; kyoung@sweethomeor.gov; main@waterlooor.com
Cc: Pegge McGuire
Subject: Request to Make Presentation to City Councils
Importance: High

Hello ~

I would like to schedule opportunity for our Executive Director, Pegge McGuire, to speak to your City Council about a proposal to withdraw from Rural Oregon Continuum of Care and form a three-county (Linn, Benton, and Lincoln), focused and locally directed, continuum of care. Ms. McGuire will present an explanation of the proposal via PowerPoint, answer questions, and request from your City Council a resolution supporting the proposal.

We request 15 minutes of meeting time. We would like to participate in a meeting by mid-October; definitely before the end of October – time is of the essence.

Please tell me your City Council's upcoming meeting dates and times, so I can determine when Ms. McGuire can attend a meeting.

If you have any questions concerning this request, please call or email me.

Thank you.

Emely A. Day
Executive Assistant
Community Services Consortium
Office 541-704-7643



[Facebook](#) | [Instagram](#)
www.communityservices.us
[Give us your feedback](#)

If you believe you have received this email in error, please delete it immediately, without forwarding, copying or sharing, and notify the sender. Thank you.



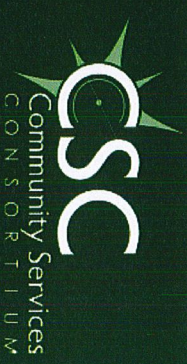
Continuum of Care Basics & Forming a Tri-County Continuum

**Pegge McGuire, Executive Director
Community Services Consortium
pmcguire@communityservices.us**

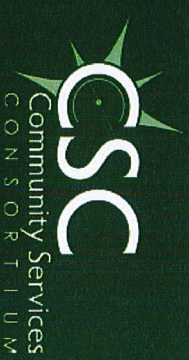
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Why am I here today?

- An opportunity to provide information and answer your questions
- A request for a resolution of support next month



What is a Continuum of Care and Why Do We Need One ?



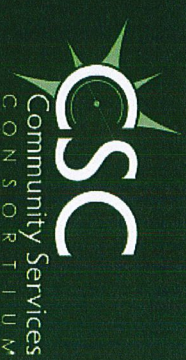
Required by HUD beginning in 1994 for:

**Awarding and Distribution of competitive funds
To inform location homeless planning and response**

Who makes up the members of a CoC?

**Community Action Agencies
Public Housing Authorities
Behavioral Health Providers
CCOs
Veteran Service Providers (including county Veteran Service Officers)
Culturally Specific Service Providers
Shelter Providers
Affordable Housing Developers
Housing and Supportive Services Providers
Faith Based Organizations**

Continuum of Care Structure



Who provides administration of a CoC?

Municipalities

Community Action Agencies (CAAs)

Non-profit service providers

What is the geographic make-up of a CoC

City or County

Multiple counties

State

Regional communities

What is a CoC responsible for doing?

Homeless response systems planning

Homeless Management Information System oversight/reporting

Coordinated Entry and Assessment

Data gathering and analytics

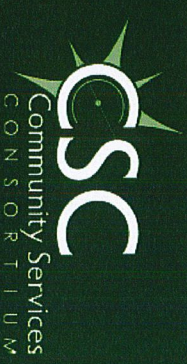
Annual Point in Time Count of the unhoused

Coordinating requests and applying for competitive funds from HUD

How HUD Evaluates the Effectiveness of a CoC

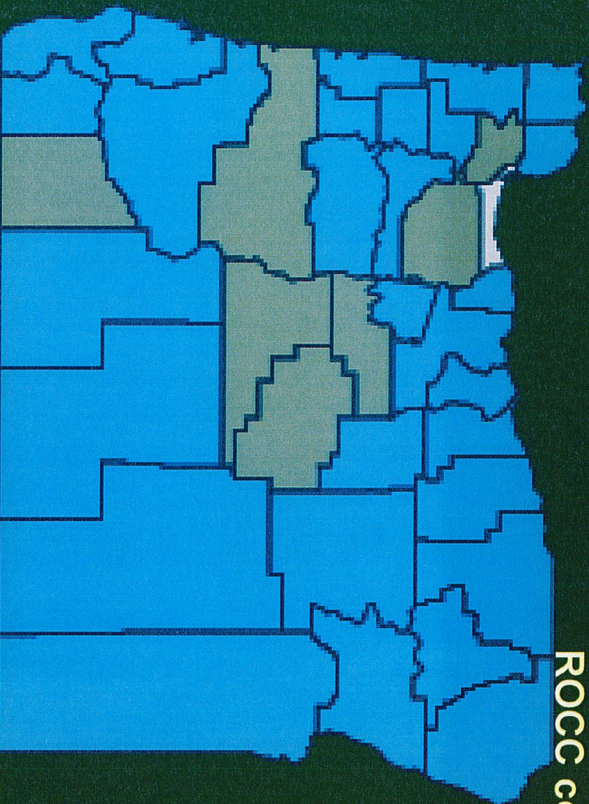


Current CoC: Rural Oregon Continuum of Care (ROCC)



ROCC= counties in blue

The other areas in grey are distinct CoCs and received direct funding from the Governor in EO-23-02. We received a formulaic share of \$26M for the ROCC counties in HB 5019 (\$3.7M for LBL combined*)



* In comparison, Jackson County received \$8.8M for a smaller population than our tri-county region

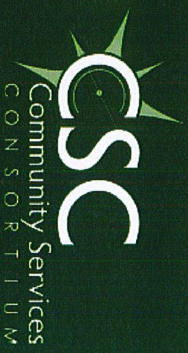
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How is this connected to everything else going on to address homelessness in Linn Co.?



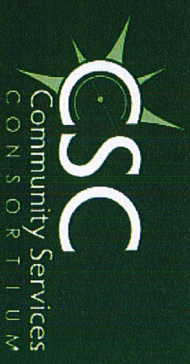
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How is this connected to everything else going on regionally?



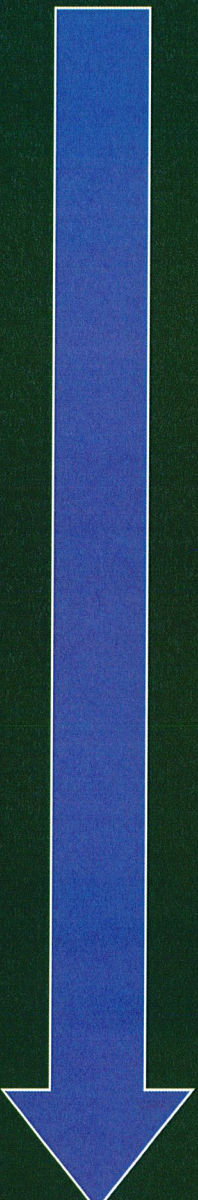
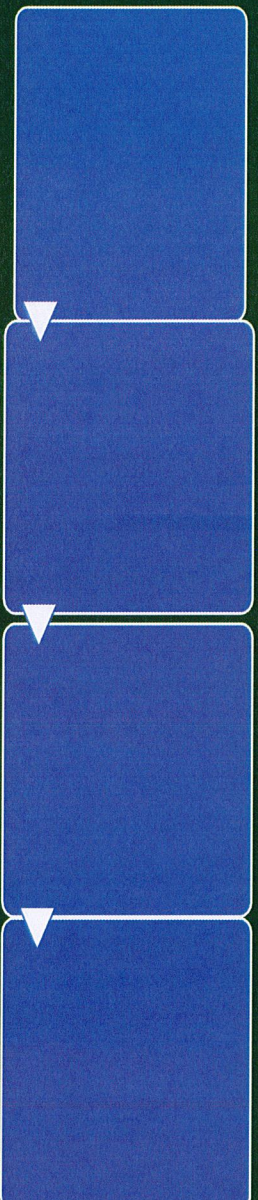
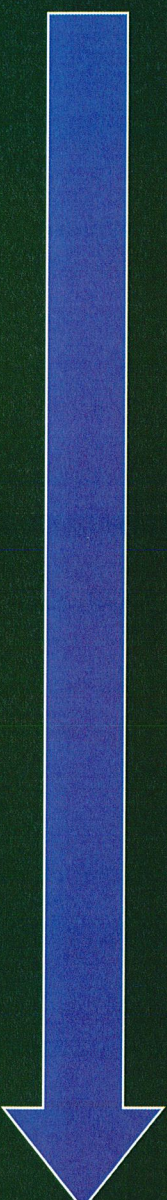
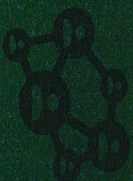
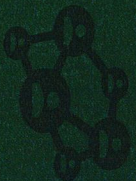
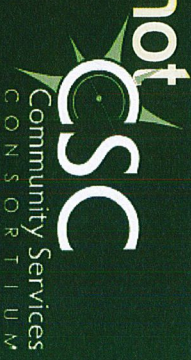
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Example of Service Delivery Provider Map



- Nonprofits and faith community organizations act as primary service providers
- City and County agencies like the libraries, Police, Fire, Code Enforcement, etc. all offer many forms of assistance and interact with the unhoused population
- Most of these service providers are interconnected and many are participating in the local planning efforts now

Our partners provide a continuum of services-not to be confused by the formal entity CoC



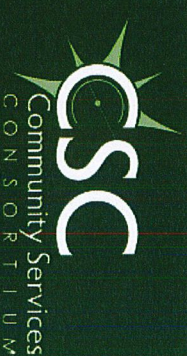
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Coc Formation Process Next Steps

Documentation that the stakeholders in the impacted region have voted to form a new CoC:

- **Resolutions from participating communities**
- **Letters of support from partners**
- **Vote at each LPG** –Many members participated in the forum in July
- **Vote at Stakeholder Forum** – July 20th, 2023, Corvallis

More Next Steps



- Documentation that the new CoC notified the ROCC of its intent to form a new CoC (informal notice already provided to ROCC and CAPO)
- A governance charter that documents the CoC's governance structure is in compliance with the CoC Program Interim Rule
- Evidence of efforts to establish a coordinated entry system
- Documentation that the new CoC has selected a Collaborative Applicant (CSC proposed until the CoC is more firmly established)
- Evidence a compliant HMIS system is being used (Service Point/Wellsky currently required by OHCS)
- Full package of documentation submitted to HUD with a formal notice of request for recognition



Questions?

Pegge McGuire

pmcquire@communityservices.us

541-704-7627

I. REPORTS TO COUNCIL

1. Employee Reports

a. City Administrator Report

Council Action: *NONE*

October 10th, 2023

1. League or Oregon Cities Conference

The League of Oregon Cities Conference will be on October 12-14. Mayor Lachenbruch, Councilor Flores and I will be attending.

2. Council Goal Setting Session

The Council Goal Setting Session is scheduled for Saturday October 14th at 8:30am.

3. City Hall Roof

It is completed.

4. OPRD Grant

We have received confirmation that we will be getting a grant for a cement walking path, renovate the playground, turn basketball court into a multi-use court and install exercise equipment at the Halsey Memorial Park. We requested 135,000.00 but I have not gotten the final amount approved. I did notify Julia and thanked her for her efforts on behalf of the city.

5. Clean Water State Fund Loan Agreement

Our Sewer project forgivable loan is in the final approval process.

6. City Administrator Recruitment Update

We will begin posting the announcement next week.

7. New Application for City Council

We now have 2 applications for the city councils' consideration when Councilor Lorensen vacates his seat.

Wes Hare -Halsey City Administrator

From: COWAN Mark * OPRD <Mark.COWAN@opr.oregon.gov>
Sent: Thursday, September 21, 2023 8:48 AM
To: COWAN Mark * OPRD
Subject: 2023 LGGP Awards Approved by OPRD Commission

Greetings from OPRD -

It's official! We are pleased to report that the OPRD Commission met and approved all **2023 Local Government Grant Awards** recommended by the LGGP Advisory Committee. You can now feel free to announce your agency's award.

We are still working through the process of routing approved applications through the Department of Justice (DOJ) and the State Historic Preservation Office (SHPO) for their reviews. We are also still working through our requests for any additional project information needed from grant applicants.

Once all the boxes are checked, we should be able to send your project Agreement to you for review and signing during the month of October, possibly November.

Again, congratulations on being a 2023 LGGP Grantee!

Sincerely,



Mark Cowan | Grant Program Coordinator

Recreation Grants Section

Cell: 503-951-1317

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
No. R40670**

BETWEEN

**THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

AND

CITY OF HALSEY

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THIS LOAN AGREEMENT is made and entered into as of the date it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality ("DEQ")**, and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 8 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R40670.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

(A) BORROWER: City of Halsey

(B) BORROWER'S ADDRESS: 100 Halsey Street
P.O. Box 10
Halsey, Oregon 97348

(C) LOAN AMOUNT: \$100,000.

(D) TYPE AND PURPOSE OF LOAN. The Loan is a "Revenue Secured Loan" made by DEQ pursuant to OAR Section 340-054-0065(2) for the purpose of financing the Project.

(E) PROJECT TITLE: Wastewater Facility Planning Update

(F) DESCRIPTION OF THE PROJECT: The Borrower will inventory and evaluate its current wastewater system and create a wastewater facilities plan (WWFP). The WWFP will include information on the waste treatment plant (WTP) and collection systems' current conditions, future capacity needs, wastewater flows, prioritized improvement projects and financial viability. The study will include evaluation of solar energy at lift stations and the WTP.

(G) INTEREST RATE: Zero and 89/100 percent (0.89%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) REPAYMENT PERIOD: Ending no later than (a) Five (5) years after the Completion Date or (b) Five (5) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(I) TERMS OF REPAYMENT: An interest-only payment six months after the estimated Project Completion Date set forth in ARTICLE 3(A)(10) and thereafter semi-annual payments of principal and interest in accordance with Appendix A and ARTICLE 2(F) of this Agreement.

(J) PLEDGE: The Borrower hereby grants to DEQ a security interest in and irrevocably pledges its Net Operating Revenues to secure repayment of and to pay the amounts due under this Loan Agreement. The Net Operating Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of Net Operating Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower covenants with DEQ and any assignee of this Agreement that except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on the Net Operating Revenues superior to or on a parity with the pledge herein granted without the written permission of DEQ. This Loan is a parity obligation with all other CWSRF loans between DEQ and the Borrower

(K) LOAN FORGIVENESS: If the Borrower completes the Project, and provided there is no default of any of the terms hereof, DEQ shall forgive one hundred percent (100%) of the Loan or \$100,000, whichever is less (the portion of the Loan that is forgiven being referred to as the "Forgivable Loan"), on the date the first repayment is due hereunder. The amount of the Loan forgiveness will be determined when the Final Loan Amount is calculated.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) AGREEMENT OF DEQ TO LOAN. DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 287A and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) AVAILABILITY OF FUNDS. DEQ's obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as Appendix B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current Appendix B with an updated Appendix B which is dated and signed by both parties.

(C) DISBURSEMENT OF LOAN PROCEEDS.

(1) Project Account(s). Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of work performed upon the Project and Project-related expenses incurred and such receipts for the payment of the same, releases, satisfactions and other signed statements and forms as DEQ may reasonably require. DEQ will disburse funds to pay Project costs only after the Borrower has provided documentation satisfactory to DEQ that such Project costs have been incurred and qualify for reimbursement hereunder.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, work not performed, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for work performed or Project-related expenses incurred unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended such amount for the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(D) **AGREEMENT OF BORROWER TO REPAY.** The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) **INTEREST.** Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed until the Final Loan Amount is determined and the final repayment schedule is prepared and thereafter on a 360-day year basis and actual days elapsed.

(F) **LOAN REPAYMENT.**

(1) Preliminary Repayment Schedule; Interim Payments. The attached APPENDIX A is a preliminary repayment schedule based on the estimated date of the first disbursement hereunder and Loan Amount. Until the final repayment schedule is effective, the Borrower shall make the payments set forth in the preliminary repayment schedule.

(2) Final Repayment Schedule.
After the Borrower has submitted its final request for Loan proceeds and DEQ has made all required disbursements hereunder, DEQ will determine the Final Loan Amount and prepare a final payment schedule that provides for level semi-annual installment payments of principal and interest (commencing on the next semi-annual payment date), each in an amount sufficient to pay accrued interest to the date of payment and to pay so much of the principal balance as to fully amortize the then Outstanding Loan Amount over the remaining Repayment Period. This final repayment schedule, when signed and dated by the parties, will replace the preliminary payment schedule as Attachment A without the necessity of an amendment to this Agreement; provided however that if the final repayment schedule is for a Loan Amount that is less than the Loan Amount set forth in ARTICLE 1(C), the parties must execute a formal amendment to this Agreement.

(3) Crediting of Scheduled Payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received. Scheduled payments will be applied first to fees due, if any, and then to interest, according to the applicable repayment schedule, and then to principal.

(4) Crediting of Unscheduled Payments. All unscheduled payments, including any prepayments and partial payments, will be applied first to fees due, if any, and then to accrued unpaid interest (which will be computed as otherwise provided in this Agreement, except that interest from the last payment date will be calculated using a 365/366 day year and actual days elapsed), and then to principal. In the case of a Loan prepayment that does not prepay all of the principal of the Loan, DEQ will determine, in its sole discretion, how it will apply such Loan prepayment to the Outstanding Loan Amount. After a partial payment, DEQ may, in its sole and absolute discretion, reamortize the Outstanding Loan Amount at the same interest rate for the same number of payments to decrease the Loan payment amount; provided, however, that nothing in this Agreement requires DEQ to accept any partial payment or to reamortize the Outstanding Loan Amount if it accepts a partial payment.

(5) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable no later than five (5) years after the Completion Date.

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 24 hours prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(4).

(2) Refinancing of Loan by the Borrower. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the Loan being refinanced by the additional grant or loan.

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10th) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will

terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing municipal corporation of the State of Oregon and has full corporate and other powers to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility, other than licenses and permits relating to the Facility which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is December 31, 2024. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$100,000

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) CONTINUING REPRESENTATIONS OF THE BORROWER. The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) REPRESENTATIONS AND WARRANTIES OF DEQ. DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

ARTICLE 4: CONDITIONS TO LOAN

(A) CONDITIONS TO CLOSING. DEQ's obligations hereunder are subject to the condition that on or prior to December 31, 2023, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

(1) this Agreement duly executed and delivered by an authorized officer of the Borrower;

(2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;

(3) Certification Regarding Lobbying, substantially in the form of APPENDIX F, duly executed and delivered by an authorized officer of the Borrower;

(4) an opinion of the legal counsel to the Borrower to the effect that:

(a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;

(b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with

its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;

(c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and

(d) The Gross Revenues from which the Net Operating Revenues are derived and that are used as security for the Loan will **not** constitute taxes that are limited by Section 11b, Article XI of the Oregon Constitution; and

(5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require .

(B) CONDITIONS TO DISBURSEMENTS. Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date; and

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C);

provided, however, DEQ shall be under no obligation to make any disbursement if:

(x) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the CWSRF Program for the Project; or

(y) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) GENERAL COVENANTS OF THE BORROWER. Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Operating Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed in APPENDIX D the equal employment opportunity provisions in APPENDIX E, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX E.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation and maintenance of the Facility and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"). However, the DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan

proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code.

(B) DEBT SERVICE COVERAGE REQUIREMENT; WASTEWATER RATE COVENANT; REPORTING.

(1) Debt Service Coverage Requirement. The Borrower shall maintain wastewater rates and charge fees in connection with the operation of the Facility that are adequate to generate Net Operating Revenues in each fiscal year sufficient to pay (i) all debt service (excluding debt service on the Loan), (ii) all other financial obligations imposed in connection with prior lien obligations of the Borrower, and (iii) an amount equal to the debt service coverage factor of 105% multiplied by the debt service payments due under this Loan Agreement in that fiscal year; provided, however, the amount required under (i) shall include any amounts required by DEQ to provide coverage satisfactory to DEQ on prior lien obligations or new lien obligations the Borrower may incur that DEQ determines are inadequately secured or otherwise may adversely affect the ability of the Borrower to repay the Loan.

(2) Wastewater Rate Adjustments. The Borrower shall review its wastewater rates and fees at least annually. If, in any fiscal year, the Borrower fails to collect fees sufficient to meet the debt service coverage requirement described in ARTICLE 5(B)(1), the Borrower shall promptly adjust its wastewater rates and fees to assure future compliance with such coverage requirement. The Borrower's adjustment of the wastewater rates and fees does **not** constitute a cure of any default by the Borrower of the debt service coverage requirement set forth in ARTICLE 5(B)(1). The Borrower's failure to adjust rates shall not, at the discretion of DEQ, constitute a default if the Borrower transfers to the fund that holds the Net Operating Revenues unencumbered resources in an amount equal to the revenue deficiency to the Facility that produces the Net Operating Revenues.

(3) Reporting Requirement. By December 31 of each year the Borrower shall provide DEQ with a report that demonstrates the Borrower's compliance with the requirements of this ARTICLE 5(B). If the audit report described in ARTICLE 5(F) identifies the Net Operating Revenues and contains a calculation demonstrating the Borrower's satisfaction of the requirements of this ARTICLE 5(B), that audit will satisfy the requirements of this ARTICLE 5(B)(3).

(C) LOAN RESERVE REQUIREMENT; LOAN RESERVE ACCOUNT.

(1) Loan Reserve Requirement. Until the Final Loan Amount is calculated, the Loan reserve requirement is \$10,000. The Borrower shall deposit the Loan reserve requirement amount into the Loan Reserve Account no later than the date the first payment is due hereunder.

(2) Loan Reserve Account. The Borrower shall create a segregated Loan Reserve Account that shall be held in trust for the benefit of DEQ. The Borrower hereby grants to DEQ a security interest in and irrevocably pledges the Loan Reserve Account to pay the amounts due under this Loan Agreement. The funds in Loan Reserve Account so

pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the Loan Reserve Account hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower shall use the funds in the Loan Reserve Account solely to pay amounts due hereunder until the principal, interest, fees, and any other amounts due hereunder have been fully paid.

(3) Additional Deposits. If the balance in the Loan Reserve Account falls below the Loan reserve requirement, the Borrower shall promptly deposit from the first Net Operating Revenues available after payment of the amounts due hereunder (unless the Borrower has previously made such deposit from other money of the Borrower) an amount sufficient to restore the balance up to the Loan reserve requirement.

(D) **INSURANCE.** At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(E) **INDEMNIFICATION.** *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(F) **THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.**

(1) Financial Records. The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done on the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) Record Retention Period. The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be

required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) Audit. Federal enabling legislation and applicable regulations require an audit of each CWSRF Loan. The Borrower agrees to provide to DEQ the following which DEQ agrees to accept as adequate to meet this federal audit requirement.

(a) As soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding; and

(b) As soon as possible, but in no event later than nine (9) months after the end of each fiscal year, a copy of the Borrower's annual audit report, if requested by DEQ.

(G) DBE GOOD FAITH EFFORT. Pursuant to the good faith efforts described in APPENDIX C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises ("MBE"), Women's Business Enterprises ("WBE"), and Small Businesses in Rural Areas ("SBRA") on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

The Borrower also agrees to include, in its contract(s) with its prime contractor(s), language to the following effect (the exact language may vary):

- (1)** A prime contractor is required to pay its subcontractor(s) no more than 30 days from the prime contractor's receipt of payment from the Borrower.
- (2)** The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (3)** If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must use the Six Good Faith Efforts as described in 40 C.F.R. 35.3145(d) in selecting a replacement subcontractor.
- (4)** A prime contractor must employ the Six Good Faith Efforts even if the prime contractor has achieved its Fair Share Objectives under Subpart D of 40 C.F.R. Part 33.

(H) PROJECT ASSURANCES. Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

ARTICLE 6: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) DISCLAIMER OF ANY WARRANTY. DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF DATA AND INFORMATION USED IN AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORK PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any review or disbursement made by DEQ. Any review done by DEQ shall be for its sole benefit.

(B) DISCLAIMER OF LIABILITY OF DEQ. DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF ANY COSTS OR EXPENSES INCURRED FOR THE PROJECT OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs and expenses, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) NONLIABILITY OF STATE.

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any omissions or errors in the findings, conclusions and recommendations for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any review or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the findings, conclusions and recommendations of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 7: DEFAULT AND REMEDIES

(A) EVENTS OF DEFAULT. The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) REMEDIES. If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

- (2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;
- (3) Appoint a receiver, at the Borrower's expense, to operate the Facility that produces the pledged revenues and collect the Gross Revenues
- (4) Set and collect utility rates and charges;
- (5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;
- (6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the CWSRF;
- (7) Pursue any other legal or equitable remedy it may have.

ARTICLE 8: DEFINITIONS

(A) **"BORROWER"** means the public agency (as defined in ORS 468.423(2)) shown as the "Borrower" in Article 1(A) of this Agreement.

(B) **"COMPLETION DATE"** means the date on which the Project is completed, and, if required, approved by DEQ.

(C) **"COSTS OF THE PROJECT"** means expenditures approved by DEQ that are necessary to carry out the Project in compliance with DEQ's requirements and may include but are not limited to the following items:

- (1) The costs and expenses that the Borrower is required to pay under the terms of any contract for the performance of work related to the Project;
- (2) The costs of insurance of all kinds that may be required or necessary during the course of completion of the Project;
- (3) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and
- (4) Any other costs approved in writing by DEQ.

(D) **"CWSRF PROGRAM" or "CWSRF"** means the Clean Water State Revolving Fund Loan Program, a loan program administered by DEQ under ORS 468.423 to 468.440.

- (E) **“DEQ”** means the Oregon Department of Environmental Quality.
- (F) **“DIRECTOR”** means the Director of DEQ or the Director's authorized representative.
- (G) **“FACILITY”** means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services.
- (H) **“FINAL LOAN AMOUNT”** means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.
- (I) **“GROSS REVENUES”** means all fees and charges resulting from operation of the Facility and any interest earnings thereon; provided however, Gross Revenues does not include: the proceeds of any grants; the proceeds of any borrowings for capital improvements; the proceeds of any liability insurance; or the proceeds of any casualty insurance which the Borrower intends to and does utilize for repair or replacement of the Facility or a part thereof.
- (J) **“LOAN”** means the loan made pursuant to this Loan Agreement.
- (K) **“LOAN AGREEMENT”** or **“AGREEMENT”** means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.
- (L) **“LOAN AMOUNT”** means the maximum amount DEQ agrees to loan the Borrower hereunder.
- (M) **“LOAN RESERVE ACCOUNT”** means the account described in ARTICLE 5(C)(2).
- (N) **“LOBBYING”** means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.
- (O) **“NET OPERATING REVENUES”** means the Gross Revenues less the Operating Expenses for the Facility.
- (P) **“OPERATING EXPENSES”** means all direct and indirect expenses incurred for operation, maintenance and repair of the Facility, including but is not limited to administrative expenses, legal, financial and accounting expenses, insurance premiums, claims (to the extent that monies are not available from insurance proceeds), taxes, engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facility. Operating expenses include an appropriate amount for reserves for repair and replacement of the Facility based on the expected life of the collection, treatment and disposal facilities.

(Q) “**OUTSTANDING LOAN AMOUNT**” means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(R) “**PROJECT**” means the activities or documents described in ARTICLE 1(E) and (F).

(S) “**REPAYMENT PERIOD**” means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not in any event be later than twenty (20) years after the Completion Date.

(T) “**STATE**” means the State of Oregon.

ARTICLE 9: MISCELLANEOUS

(A) **NOTICES.** All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah Street
Portland, Oregon 97232
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ’s CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) **WAIVERS AND RESERVATION OF RIGHTS.**

(1) DEQ’s waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) TIME IS OF THE ESSENCE. The Borrower agrees that time is of the essence under this Loan Agreement.

(D) RELATIONSHIP OF PARTIES. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) NO THIRD PARTY BENEFICIARIES. DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) ASSIGNMENT. DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) DEQ NOT REQUIRED TO ACT. Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) FURTHER ASSURANCES. The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) VALIDITY AND SEVERABILITY; SURVIVAL. If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) NO CONSTRUCTION AGAINST DRAFTER. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) HEADINGS. All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) ATTORNEYS' FEES AND EXPENSES. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding ARTICLE 9(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 9(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 9(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) ENTIRE AGREEMENT; AMENDMENTS. This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

BORROWER: CITY OF HALSEY

By: _____ Date _____
Authorized Officer

Typed Name: _____

Title: _____

**STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: _____ Date _____
Michael E. Kucinski, Deputy Water Quality Administrator

APPENDIX A: REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE REVOLVING FUND LOAN PROGRAM
REPAYMENT SCHEDULE

BORROWER:	City of Halsey	ANNUAL INTEREST RATE:	0.89%
SRF LOAN NO.:	R40670	TERM IN YEARS:	5
LOAN AMOUNT:	\$ 100,000	PAYMENT AMOUNT:	\$ 0.00
		ANNUAL FEE:	0.0%

Due Date	Pmt#	Principal	Interest	Fees	Total	Principal Balance
			PF Applied			0
6/1/2025	1	0	0	0	0	0
12/1/2025	2	0	0	0	0	0
6/1/2026	3	0	0	0	0	0
12/1/2026	4	0	0	0	0	0
6/1/2027	5	0	0	0	0	0
12/1/2027	6	0	0	0	0	0
6/1/2028	7	0	0	0	0	0
12/1/2028	8	0	0	0	0	0
6/1/2029	9	0	0	0	0	0
12/1/2029	10	0	0	0	0	0
TOTALS		0	0	0	0	
REQUIRED LOAN RESERVE:		\$ 10,000				

APPENDIX B: ESTIMATED CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

Borrower:	City of Halsey						
Loan #:	R40670						
Int. Rate:	0.89%						
1st Pmt:	6/1/2025						
Date Calculated:					10/4/2023		
							0
Disb.	Paid/	Disb.	PF	Net Disb.	Disb.	Total #	Interest
Number	Estimate	Amount	Applied	Amount	Date	of Days	Amount
1	Estimate	25,000	25,000	0	12/1/2023	548	0.00
2	Estimate	25,000	25,000	0	2/1/2024	486	0.00
3	Estimate	25,000	25,000	0	4/1/2024	426	0.00
4	Estimate	25,000	25,000	0	6/1/2024	365	0.00
Total		100,000	100,000	0			0.00

APPENDIX C: DBE GOOD FAITH EFFORTS

At a minimum the Borrower or its prime contractor must take six affirmative steps (which apply to any procurement of construction, supplies, equipment or services) to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

- 1) To include qualified small, minority and women's businesses on solicitation lists;
- 2) To assure that small, minority, women's businesses are solicited whenever they are potential sources;
- 3) To divide total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;
- 4) To establish delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- 5) To use the services and assistance of the Small Business Administration (<http://pro-net.sba.gov>) and the Office of Minority Business Enterprise of the U.S. Department of Commerce (<http://www.mbda.gov>) to identify appropriate small, minority and women businesses; and
- 6) To require subcontractors to take all of the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: www.epa.gov/osdbu

Oregon Office of Minority, Women and Emerging Small Business

350 Winter Street N.E., Room 300

Salem, OR 97301-3878

Phone: 503 – 947 – 7922

Web Site: www.cbs.state.or.us/omwesb

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS (“CROSS-CUTTERS”)

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).

Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).

Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution Control Act.

Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including Executive Orders 11914 and 11250).

APPENDIX E
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX F: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of \$100,000.00)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

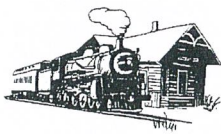
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

Recipient _____



CITY OF HALSEY
PO Box 10, 100 West Halsey St., Halsey OR 97348

PH: (541) 369-2522
FAX: (541) 369-2521
TTY: (800) 735-2900

Application for City Council

The following vacancy has been declared by the Halsey City Council: **Councilor**

HALSEY CITY COUNCIL, and is for the following term: from: **January 1, 2023 to December 31, 2026**

Name of Applicant: Anne Sunday

Address: 650-W. 3rd St., Halsey, OR 97348

Phone Number: 206-200-0890

Have you been a resident of the City of Halsey for at least one year? yes

Are you registered to vote in the City of Halsey? yes

The following information is requested but is not mandatory in helping the Council to choose the best qualified applicant:

Education: Associate Degree, life

Employer: Retired

Please list below any Governmental experience you have had, and/or any Boards, Commissions, or Committees you have served on.

Finance, Infrastructure, and City Planning Commission. I have dealt with other government agencies in the past very successfully. In the early 2000's, I was involved in the rewording of the new code involving properties (mainly residences) in the Commercial zone.

Why do you wish to serve on City Council?

I believe I can make a difference. I listen to many people living in town and weigh the things they say. I try not to be judgemental. I have been a citizen of Halsey for 21 years and I'm not planning to leave! I have common sense + care about this town and the people living in it! If someone has a need, I'm usually there to help as much as I can.

Any other Comments:

I am very active in the Lions Club especially during the annual fundraiser. I raise the most funds for the Lions Club. I have become the community resource person. I'm a member of Church. I'm an attendee to the City Council Meetings. I give my opinion occasionally and have noticed that I am heard. I am respected in the town.

Signed: Anne Sunday

Date: 9-19-23

The City of Halsey is operated in accordance with federally established policies which prohibit discrimination on the basis of race, color, sex, age, handicap, religion, or national origin. This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442, or email at program.intake@usda.gov.

I. REPORTS TO COUNCIL

1. Employee Reports

b. Public Works Department

Council Action: *NONE*

October 10, 2023

Water Distribution:

Water produced 2,528,000 gallons.
Daily average 84,000 gallons

Wastewater Collected:

WW collected 915,000 gallons.
Daily average 31,000 gallons

Water:

Had a meeting with Civil west engineering and an electrician regarding plans for the new well control panel, pump variable frequency drive and telemetry planning.

At the water treatment plant, the 25-year-old backwash control board quit working automatically, we have a new one ordered along with a valve solenoid.

We repaired a water service that the contractor created at W. H and W. 2nd st.

Sewer: NTR

Streets:

At the Blue Heron drainage pump station had some issues that we investigated. Pump #2 had a seal fail; we took it in for repair. Also, a couple of the control floats quit working properly, new ones have arrived and will be installed this week.

We installed 2- 10' sticks drainpipe on E. 3rd st.

City Hall:

City hall has a new roof.

Park:

We replaced the rock bubbler in the park with a new rock, new water reservoir, new pump, and water lines.

Miscellaneous:

Billie replaced a brake diaphragm, toolbox latch and fuel gage on the dump truck and repaired the bumper winch on the service truck.

I. REPORTS TO COUNCIL

1. Employee Reports

c. Library

Council Action: *NONE*

October 10, 2023

Circulation for September		Total Circulation since opening (Aug. 2015)	11,854
Fiction	60		
Non-Fiction	33	Total Number of Patrons to Date	587
Total	93		
Cities Represented in Circulation		Total Number of items in collection	4,812
Halsey	90		
Shedd	0	Avg. Daily Threshold Count since opening	6.04
Springfield	2	Average Daily Threshold Count for September	4.55
Sweet Home	1		
Value of Inventory Through September			
Fiction	\$51,468.34		
Non-Fiction	\$34,540.56	Books added to inventory in September	26
Total	\$86,008.90		

Updates

We had a total of 100 visitors with an average of 4.55 per day. 93 items were checked out in the month of September.

We added 26 books to the collection in September, most of which were donations.

Our new bookshelf from JB Woodworks was installed.

October 1-7 was Banned Books Week, which went well. I am planning an event for Halloween that will include a guided art workshop with this season's featured artist, Sue Matsu.

I have also enrolled in grant writing courses at Lane Community College to help in acquiring grants for the library.

I. REPORTS TO COUNCIL

2. Council Reports

a. Sharing Hands

Council Action: *NONE*

September 12, 2023

Councilor Lorensen also serves on the board of Sharing Hands. He may provide an update to the Council.

I. REPORTS TO COUNCIL

2. Council Reports		
b. Central Linn School District		
Council Action:	<i>NONE</i>	September 12, 2023

Councilor Isom is attending Central Linn School Board meetings as a liaison for the city. She may provide an update to the Council.

I. REPORTS TO COUNCIL**2. Council Reports****c. Oregon Cascades West Council of Governments Board****Council Action: *NONE*****September 12, 2023**

Councilor Romer is attending Oregon Cascades West Council of Governments Board as the representative for Halsey. He may provide an update to the Council.

L. ORDINANCES & RESOLUTIONS

1. RESOLUTION 2023-727 – A Resolution by the Mayor for Continuum of Care

Council Action: <i>MOTION</i>
--

May 9, 2023

Issue Statement: Council is asked to consider adopting a Resolution supporting Continuum of Care for the Linn, Benton, and Lincoln Counties Region and Registering with the United States Department of Housing and Urban Development in 2024.

- **Possible Motion:** I move that the Governing Body of the City of Halsey adopt RESOLUTION 2023-727– A Resolution by the Mayor in support of Continuum of Care.

- **Council Options**

1. Approve as recommended
2. Approve with amendments
3. Provide further direction to staff
4. Deny request

CITY OF _____, COUNTY OF _____

STATE OF OREGON

A Resolution in Support of Establishing a)
Continuum of Care for the Linn, Benton, and)
Lincoln Counties Region and Registering with) Resolution No. _____
the United States Department of Housing and)
Urban Development in 2024)

WHEREAS, homelessness is a critical issue in the tri-county region of Linn, Benton, and Lincoln Counties; in Oregon; and across the nation; and

WHEREAS, children, families, veterans, and chronically homeless individuals experiencing mental illness and addictions comprise a large portion of the region's homeless population; and

WHEREAS, the United States Department of Housing and Urban Development created the Continuum of Care program in 1994 as a means for communities across the nation to "engage in multi-year strategic planning for homeless programs and services that are well integrated with planning for mainstream services"; mainstream services denoting public housing, Section 8 housing choice vouchers, and services for runaway and homeless youth, victims of domestic violence, veterans, seniors, and people experiencing addictions and/or mental illness; and

WHEREAS, Linn, Benton, and Lincoln Counties are part of a "balance of state" Rural Oregon Continuum of Care; and

WHEREAS, the City of _____ carefully considered relevant factors and determined that the region could benefit from creating its own Continuum of Care, with enhanced service coordination, local autonomy, and alignment of goals to more effectively reduce homelessness in the region;

NOW-THEREFORE, BE IT RESOLVED that the City of _____ supports establishing a Continuum of Care for the Linn, Benton, and Lincoln County region and supports the new Continuum of Care registering with the United States Department of Housing and Urban Development in 2024.

Adopted and approved by the City Council and signed by the Mayor this _____ day of _____, 2023.

Mayor