



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

PUBLIC MEETING NOTICE

CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, November 8, 2021

A G E N D A

- 1) CALL TO ORDER: 7:00PM**
 - a) Approve Agenda
- 2) PRESENTATIONS, PROCLAMATIONS, & VISITORS**
 - a) **Presentation: Water System Presentation** – Chris Brugato Westech Engineering
 - b) **Public Comment:** Council will conduct the meeting in-person and via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes and only for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on November 8, 2021.
 - c) **Visitors: Visitors can attend in-person or online.** For information about how to attend the meeting online, please visit our website <https://www.aumsville.us/citycouncil/page/city-council-regular-meeting-78> or email crogers@aumsville.us to request log in instructions.
- 3) CONSENT AGENDA:** (Action)
 - a) October 25, 2021 Council Meeting Minutes
- 4) PUBLIC HEARING: None**
- 5) OLD BUSINESS: None**
- 6) NEW BUSINESS:**
 - a) Resolution No. 20-21 A RESOLUTION ESTABLISHING UPDATED CITY SERVICE FEES AND PUBLIC RECORDS/ INFORMATION REQUEST POLICY (Action)
 - b) Affidavit for the Partial Diminution of a Water Right Certificate (Action)
 - c) Farm Lease Transfer for “Monker’s Place” (Action)
- 7) CITY ADMINISTRATOR REPORT:** (Information)

- a) Review Check Register October 29, 2021 through November 4, 2021
- b) Police Report: Chief Schmitz' Monthly Report
- c) Public Works Report: Director Oslie's Monthly Report

8) MAYOR AND COUNCILORS REPORTS

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

10) CORRESPONDENCE: None

11) EXECUTIVE SESSION: None

12) ADJOURNMENT

The City of Aumsville does not and shall not; discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Anyone wishing to speak on an agenda item should ask to be recognized by the Mayor or Chair at the beginning of that agenda item. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities must be made at least 48 hours prior to the meeting. Please call (503) 749-2030 and leave a message or Oregon Relay Service for TDD at (800) 735-2900.

WATER SYSTEM IMPROVEMENT WORK OVERVIEW

City of Aumsville

November 8, 2021

Westech Engineering

BACKGROUND INFORMATION

- **Water Master Plan Completed in 2015**
- **High Priority Projects**
 - **Water Rights Management**
 - **Evaluation of Water Supply Options**
 - **New Water Supply Well**
 - **New Water Storage Tank & Booster Pump Station**



WATER RIGHTS MANAGEMENT

- **Water rights obtained in the following sequence**

New Water Rights:

Application -> Permit -> Claim of Beneficial Use -> Certificate

Changes to Existing Water Rights:

Application -> Transfer Order -> Claim of Beneficial Use -> Certificate

- **Want Certificates**



TOWER WELL WATER RIGHT

- City applied for and obtained a transfer order.
- The development work has been completed.
- City needed to submit Claim of Beneficial Use.
- COBU was submitted in summer of 2021
- OWRD review is expected by end of 2021



BOONE PARK/CHURCH WELL WATER RIGHT

- **Water right is currently in the permit stage.**
- **City submitted Claim of Beneficial Use in June of 2019.**
- **The COBU was missing some of the needed information.**
- **City submitted an addendum to the COBU in the summer of 2021**
- **OWRD review is expected by end of 2021**



New Water Supply Options Evaluation

New groundwater rights are generally not available – What are the options?

Option 1: Make Use of City's Existing Water Rights ("Low Hanging Fruit")

- City has excess water rights of about 400 gpm
- City's existing water production capacity is 700 gpm
- An additional 400 gpm increased the production capacity by about 60%



Option 2: Purchase Existing Groundwater Rights and Transfer to the City

- 12 potential groundwater right have been identified in the area as candidates
- Of these, 2 are considered the best options (184 gpm and 350 gpm)

Option 3: Purchase Surface Water from the Santiam Water Control District and Construct a Surface Water Treatment Plant



NEW WATER SUPPLY WELLS

- **Goal = Make use of City's existing water rights**
- **City recently completed a well siting study that considered:**
 - **Aquifer characteristics**
 - **Proximity to City**
 - **Property ownership**
- **Best Site = Mill Creek Park or Boone Park**
 - **Existing Well near Mill Creek Park may Create Complications, but not a Deal Killer**
 - **City may need to provide a water service or purchase property**



NEW WATER TANK & BOOSTER PUMP STATION

- Most cost-effective location is adjacent to the City's existing ground storage tank.
- Existing property not large enough for two tanks.
- City is working with the adjacent landowner to complete a lot line adjustment
- Need to do water system modelling to verify that this location will provide similar benefits as location proposed in Water Master Plan

SUMMARY

- **Water rights management work is done.**
 - City waiting for response from OWRD
- **City is working on drilling and developing two new wells.**
 - Located in Boone Park/Mill Creek Park
 - Increase water supply capacity by 60%
- **City is working on the Construction of a new Ground Storage Tank & Booster Pump Station**
 - Most likely located adjacent to the existing ground storage tank



TIMING

- Long lead time item = water rights transfer for two new wells.
 - 18 to 24 months to complete process
- Sequence
 1. Water Rights Transfer
 2. Drill Wells & Test Pump
 3. Prepare Design Documents
 4. Permitting
 5. Construction



DISCUSSION?



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AUMSVILLE CITY COUNCIL

Minutes – October 25, 2021

Mayor Derek Clevenger called the meeting to order at 7:00 PM. Present in person were Mayor Clevenger, Councilor Angelica Ceja, City Administrator Ron Harding, and Office Assistant Elaina Turpin. Councilors Nico Casarez, Doug Ecclestone, Scott Lee, Della Seney, and Walter Wick joined via Zoom Conference call. Council absent: none. The meeting was video recorded to be released later.

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

PRESENTATIONS: Cascade School District—State of the District by Darin Drill, Cyndi Ganfield, and Madeline Sattler.

VISITORS AND PUBLIC COMMENT: There was 1 online attendee and 1 in-person attendee. Login information was provided for members of the community to make public comment at this time and listen to the discussion.

Matthew Conser, Conser Group, discussed the need for housing in the state. He discussed the history of his company and began to outline a proposed development in Aumsville. CA Harding asked that he not discuss his particular development but limit comments to changes he would like to see within the development code. CA Harding advised the best way to gauge Council's desire to make changes is to submit a correspondence to Council about the changes in writing. It would then be up to Council to direct staff to work on any of the proposed changes should they so desire. This also provides documentation on the Council's process and interactions with a developer.

CONSENT AGENDA: Council reviewed the October 25, 2021 Council meeting minutes. Councilor Casarez moved to approve the consent agenda as presented. Councilor Seney seconded. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

PUBLIC HEARING: None

OLD BUSINESS: None

NEW BUSINESS:

Council reviewed an Intergovernmental Agreement (IGA) between the State of Oregon through the Department of Land Conservation (DLCD) and City of Aumsville to provide technical assistance to update the joint interagency hazard mitigation plan. FEMA grant will fund DLCD for this update. This plan is required by FEMA in order for the city to qualify for grant funds. We will not be required to put any funds towards this but will contribute staff time. Councilor Seney moved to authorize the intergovernmental agreement between the State of Oregon and the City of Aumsville for technical hazard mitigation assistance under ORS 190.110. Councilor Casarez seconded. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Council discussed revenue from the Corn Festival and donating funds to the non-profits and service groups who assisted with the festival. Councilor Ceja moved to approve Resolution 17-21 A RESOLUTION AUTHORIZING THE CITY to Distribute Funds Donated and Raised by the Corn Festival Event to Local Community Groups providing Services within the City of Aumsville Service Area. Councilor Seney seconded. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

CA Harding explained that the next two resolutions are budget amendments because we received more money than expected when we originally created the budget. The Corn Festival was more profitable than expected. We receive two grants which we do not count on when developing the budget.

Councilor Casarez moved to approve Resolution 18-21 A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND. (Corn Festival Donation Distribution) Councilor Seney seconded. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Councilor Casarez moved to approve Resolution 19-21 A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND. (T-Mobile & Pacific Power Foundation Grants) Councilor Seney seconded. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

City Administrator Report: None

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

CORRESPONDENCE: Done

Council entered into a closed Executive Session at 7:55 PM

EXECUTIVE SESSION: The council met under the authority of: ORS 192-660(2)(e), to carry on negotiations under ORS chapter 293 deliberation with persons designated by the governing body to negotiate real property transactions; and (f) to consider information or records that are exempt by law from public inspection.

An executive session and the discussion are off the record, matters discussed are not to be disclosed. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the Session as previously announced. Mayor Clevenger closed the Executive Session at 8:06 pm.

Council reconvened the open session at 8:07 PM

EXECUTIVE SESSION OUTCOME: No decision was made and there was no further discussion.

Mayor Clevenger adjourned the meeting without prejudice at 8:07 PM

Derek Clevenger, Mayor

Ron Harding, City Administrator



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STAFF REPORT

TO: City of Aumsville City Council

FROM: Ron Harding, City administrator

SUBJECT: City Services Fee Schedule Update

RECOMMENDATION: To approve the updated fee schedule.

BACKGROUND: A couple of times a year, staff review our master fee schedule to make sure it's consistent with changes made with Ordinances or program changes.

In July, we asked Council to update the fees related to park and community center rentals. The changes included allowing reservations for the covered picnic areas, and most recently, we updated our public works design standards and typed A & B permit applications. We are reflecting on these changes.

We noticed a couple of old, outdated fees related to police service charges if a special event permit is required for a large gathering. We updated this to be consistent with what's been approved for these programs.

And finally, we have been called out a few times on the weekends for related city services. As Council knows, when we call staff out on the weekend, there is a minimum hourly charge, and we must pay time and a half for those hours. We wanted to establish a fee for these circumstances, so offering those services on the weekend is possible.

MOTION:

- Move to approve Resolution 20-21 updating the City Services Fees and Public Records/Information Request Policy as presented by staff.
- Move to approve Resolution 20-21 updating the City Services Fees and Public Records/Information Request Policy as amended by:
- Move to remand back to staff for revisions as directed.

RESOLUTION NO. ~~09-21~~ 20-21

A RESOLUTION ESTABLISHING UPDATED CITY SERVICE FEES AND PUBLIC RECORDS/
INFORMATION REQUEST POLICY

WHEREAS, service fees are necessary for the purpose of defraying administrative costs of the city associated with services to ensure that these costs are being paid by the service user; and

WHEREAS, the actual personnel costs and costs associated with materials used in providing services were analyzed and cost comparisons completed as documented on the attached Exhibit A.

NOW, THEREFORE BE IT RESOLVED that the following service fees and public records/information request policy is established:

SECTION 1. Fee Schedule.

Copy Page Supplied by customer	\$.80 each copy, one-sided, regardless of size.
Copy Page Retrieved -Non-Archived Record	\$ 1.20 each copy, one-sided, regardless of size.
Email/Scan Non-Archived Record	\$15.00 flat rate.
Public Record Request Retrieval	\$45.00 hour in quarter hour increments plus \$.80 per copy page. The Oregon Public Records Law allows public bodies to recover their actual costs in fulfilling a public records request. If the estimated fee is greater than \$25, the City of Aumsville will provide the requestor with written notice of the estimated amount of the fee. In such instances, the City of Aumsville will not fulfill the public records request until the requestor makes a deposit in an amount of the estimated fee.
Appeals Transcript Fees	The fee shall be determined based on \$.80 per page rate for the copying, and personnel costs as an hourly rate equivalent to the salary plus benefits (computed at an hourly rate) of each employee involved in the preparation of the transcript. The total cost of the transcript shall not exceed \$500.00
Research Requests Requiring Attorney /City Planner/Engineer Assistance	Actual Staff & Contract Staff Costs
Photographs/ Audio Tapes / Non-Paper or Oversize Materials	Actual Cost
Police Report Charge	\$15.00 Minimum (up to 10 pages)
Each Additional Report Page	\$ 1.20
Archive Retrieval/Research (Up To 50 Pages)	\$ 63.32 Minimum – See Above: Public Record Request Retrieval Fees
The Development Ordinance	\$25.00 (plus the cost of printing or a flash drive)

The Comprehensive Plan	\$25.00 (plus the cost of printing or a flash drive)
The Public Works Standards	\$25.00 (plus the cost of printing or a flash drive)
<u>Administration/Finance</u>	
Faxing - Outgoing	\$3.00 for the first page/ 1.00 for additional pages
Faxing – Receiving	\$.40 each page
Non-Sufficient Funds	\$30.00
Community Center Rental:	Resident/ City Staff/Aumsville Business/Property Owners: \$20.00 per hour, in half-hour increments after the first hour. Non-Resident; except for city staff and owners of businesses and other property within the city limits: \$40 per hour, in half-hour increments after the first hour. <u>Kitchen use is an additional \$50.00 per rental.</u> Public agencies, non-profit organizations or others may submit requests to the city administrator to obtain fee reductions or waivers. The city administrator will review all such requests and may approve or deny the request based on the ability to pay, the number of Aumsville residents served, whether the facility is available, and/or the value of the service to the community. The Aumsville City Council may also grant other fee reductions and waivers.
Security requirements/criteria:	All social activities, when the numbers of guests are expected to be <u>5075</u> or more or any other event where the Police Chief <u>or City Administrator</u> deems that security is in the best interest of all parties concerned shall require a charge for police officers at an hourly rate of <u>\$6525</u> per officer.
Deposits:	\$200.00 deposit when beverages/food is served, \$50.00 deposit when they are not served. \$50.00 of deposit is non-refundable upon cancellation/no show. <u>An additional deposit may be charged if the hours scheduled will equal more than \$200.00</u>
Newsletter Advertisements	Black and white: full page \$75, half page \$40, and quarter page \$30. Full color: full page \$250, half page \$125, and quarter page \$75.
Park Facility Rental: Fees & Deposit	Porter-Boone Park Recreational Facility can be reserved <u>for large groups of 75 or more</u>

~~attendees. Smaller groups may use facilities on a first come first serve basis.~~ Applicants will be charged a non-refundable per use fee and a refundable \$50.00 deposit. In addition, a security fee shall also be required when deemed applicable. Rental fees: Resident/ City Staff/Aumsville Business & Property Owners: \$60.00 ~~and for over 75 people.~~ Non-Resident: \$120.00. Reservations for groups of more than 50 attendees will also require a certificate of insurance naming the City of Aumsville as an additional insured. ~~for over 75 people.~~

Mill Creek Park and Wildwood Park Shelters can be reserved. Resident/City Staff/Aumsville Business & Property Owners: \$25.00. Non-Resident: \$50.00.

Porter-Boone Stage can be reserved. Resident/City Staff/Aumsville Business & Property Owners: \$25.00. Non-Resident: \$50.00.

Porter-Boone Village Spaces can be reserved for \$50 per day each, except for during City events such as Saturday Market and would be priced accordingly.

Public agencies, non-profit organizations or others may submit requests to the city administrator to obtain fee reductions or waivers. The city administrator will review all such requests and may approve or deny the request based on the ability to pay, the number of Aumsville residents served, whether the park is available, and/or the value of the service to the community. The Aumsville City Council may also grant other fee reductions and waivers.

Mill Creek Ball Field Reservation \$50.00 reservation fee. Teams can reserve the ball field for team practices during a season. Must provide proof of liability insurance and the list of requested dates and times for practices.

Building Permits 20% of county permit fee for zoning review (No longer accepting plumbing, mechanical or electrical permit applications).

Business Licenses \$25 fee – Licenses are effective July 1st – June 30th

and \$10 annual renewal. Licenses are required to do business within the Aumsville City Limits.

Transient/Peddler License \$25 fee –Licenses are effective July 1st – June 30th. A License is required to do business within the Aumsville City limits. \$10 annual renewal fee if paid by June 30th.

Liquor License Application or Renewal \$25.00 Annually

DMV Auto Sales License \$25.00 Annually

Communications Franchise Fee Except as provided below, Communications Providers using the rights of way that provide communications service to customers within the city shall pay an annual fee of: ILECS -7% and CLECS - 4% of gross revenue from the provision of communications services to customers in the City. "Gross Revenues" means any and all revenue, of any kind, nature or form, without deduction for expense, less net uncollectables, subject to all applicable limitations imposed by federal or state law.

Communications Providers whose only facilities in the right of way are facilities mounted on structures within the right of way, which structures are owned by another person, and with no facilities strung between such structures or otherwise within, under or above the right of way, shall pay an annual attachment fee of \$1,000 per attachment in lieu of the percent of revenue provided in the previous paragraph.

Communications Providers that do not provide communications service to customers within the City shall pay an annual fee of \$2.50 per lineal foot of communications facilities in the City right of way.

Communications Providers shall pay a minimum annual franchise fee of \$500 per year if this amount is greater than the applicable fee calculated pursuant to the previous three paragraphs.

Communications Right of Way Use Fee Communications Providers that own

communications facilities in the rights of way within the city without a franchise shall pay an annual fee of: The greater of (i) the applicable percentage of revenue set forth in the Communications Franchise Fee; (ii) \$2.50 per lineal foot of communications facilities in the City right of way; or (iii) the minimum annual Communications Franchise Fee.

Communications Providers using the rights of way to provide communications service to customers within the city but not subject to the franchise requirement shall pay an annual fee of: The applicable percentage of revenue set forth in the Communications Franchise Fee.

Communications Franchise Application Fee

\$500 deposit, provided that expenses exceeding the deposit will be billed to the applicant or the unused portion of the deposit will be returned to the applicant following the determination granting or denying the franchise.

Communications Registration Application Fee

\$50

Court/ Police

Police Report/Copies	See Public Records Above
Administrative Court Fee (After 30 Days)	\$45.00
No-show Court Fee	\$25.00
DMV Suspension Submittal	\$15.00
Tow Release	\$125.00
DMV Reinstatement Fee	\$15.00
Fix-It Fee	\$45.00

Public Works

Business Hours Customer Request

Shutoff & Turn On _____ \$40.00

After Hours Non-Emergency Call Out _____ \$85.50 minimum for 1 hour, with an additional \$85.50 per hour charged in half hour increments.

Delinquent Account Reconnect	\$30.00
Utility Billing Late Charge	\$ 3.00
Water Meter Metering Equipment	Actual cost plus 20% administrative fee
Meter Error Test Deposit	\$25.00

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<u>Type A Construction Permit</u>	<u>Actual Cost</u>	
Information Records Request/Other Special Services	\$40 per hour, in quarter hour increments after the first half-hour, and materials or cost billed to the city.	
Mapping Duplication	Actual Cost Plus 20%	Administrative fee
Engineering Review	Actual Cost Plus 20%	Administrative fee

SECTION 2. Written Requests. Unless otherwise provided by these rules, request for inspection and/or copies of public records shall be in writing on a form prescribed by the city.

SECTION 3. Procedure.

- 3.1 Requests for public records shall include the following:
 - a) The name, address and signature of the person making the request or their authorized representative;
 - b) A statement of sufficient specificity to determine the nature, content and probable department within which such record may be located;
 - c) The date of such request.
- 3.2 Except as otherwise provided by these rules, public records shall not be released for inspection or as copies to members of the public or city staff or officials unless the city has received payment of the established fee from the requesting party. The person making the request should be advised that the requested materials will not be released without the city's receipt of the fee for providing such service as described in this resolution. Failure to so advise the requesting party of such obligation shall not relieve the requesting party of the obligation to pay the prescribed fee.
- 3.3 Upon receipt, the request shall be date stamped.
- 3.4 Written requests for inspection or copies of city records shall be submitted to the city hall or the police department where a list of fees prescribed by this resolution are on file, for processing public records/information requests and staff shall respond to all such requests.
- 3.5 If the request is not complied with, a written response explaining why the city is unable to process the request shall be prepared and mailed to the requesting party.

SECTION 4. City Administrator Authority. The city administrator or designee shall have the authority to:

- a) Waive the requirement that the records request must be in writing or on a form provided by the city;
- b) Waive or reduce fees and waive required compliance with this resolution when it is determined all right.

SECTION 5. Exemption from Fees and Fee Reductions. The following individuals, groups or

organizations shall be exempt from the fees prescribed for providing public records, and other service fees may be reduced as outlined in Section 1 - Fee Schedule:

- a) Any member of the city council, city staff, or a board or commission of the city, other government agencies, or the media, unless it is for a personal reason; and
- b) The city shall not charge fees for costs incurred by the city when an employee of the city, in the employee's role as custodian of the records, is a witness in a trial or other court proceeding; and
- c) Any crime victim requesting a copy of a police report pertaining to the crime in which they have been made a victim (applies to first copy only).

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 26th DAY OF July, 2021.

Derek Clevenger, Mayor

Attest: _____
Ron Harding, City Administrator



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STAFF REPORT

November 8, 2021

TO: City of Aumsville City Council
FROM: Matthew Etzel, Aumsville Public Works
SUBJECT: Ground Water Diminution for Mill Creek Park

RECOMMENDATION: Approve the Partial Diminution of groundwater certification of 24155 except .75 acres which is for the property at 1106 Main St. where the well is located.

BACKGROUND: Last week we were approached by Santiam Water Control District (SWCD) to do a partial diminution of the groundwater certificate 24155. This is a well that is located at 1106 Main St. which isn't owned by the city. Years ago before the property was a park the property was irrigated by this well and the well is approved for 6 acres of property. The City now uses water from Mill Creek under certificate 24155 from SWCD to irrigate the park since the well is not located on city property. The affidavit will make it so we can continue to use the water from Mill Creek to water the park and place the well at 1106 Main St. which we don't have access to, as a secondary source. This affidavit doesn't cancel or terminate the water right. OWRD doesn't allow two sources of water to be used as primary irrigation on one property. This is the reason for the Diminution is needed.

We have consulted GSI who the city has been working with for several months on the well siting study, and water rights work they have done to complete some outstanding water rights we had. GSI has agreed this doesn't have any negative effect on the municipal well search we are doing and it could benefit the city further down the road if a new well is located and drilled near this existing well. During the well siting survey, Mill Creek Park is identified as a possible source for an additional well for the city. One negative to this location is a new well could impact the well located at 1106 Main St. because it's in the same aquifer and close proximity to the well. By doing the diminution if a new well is drilled and causes interference with the existing well we would only really be impacting our secondary source for irrigation to park which is little to no impact to the park at all since it is a secondary source.

MOTION:

- Move to approve the Affidavit for Partial Diminution of a Water Right Certificate provided by Santiam Water Control District.
- Move to approve the Affidavit for Partial Diminution of a Water Right Certificate provided by Santiam Water Control District with the following revisions.
- Move to remand back to staff for revisions as directed.

From: Ted Ressler <tressler@gsiws.com>
Sent: Monday, October 25, 2021 8:59 PM
To: Ron Harding <rharding@aumsville.us>
Cc: Matthew Etzel <metzel@aumsville.us>; Adam Sussman <asussman@gsiws.com>
Subject: RE: Water rights Diminution in mill creek park

[EXTERNAL E-MAIL SENDER - Only respond and interact from trusted sources]

Hi Ron

In answer your question, the diminution of Certificate 24155 does not negatively impact the feasibility of a future well site at the park.

Provided below is a summary of this issue that we discussed with Steve and Matt last week during our call with Will and Grant McGill.

The water right that is the subject of the attached diminution, Certificate 24155, is an irrigation water right that authorizes the use of 35 gallons per minute of groundwater for the irrigation of 6 acres. The well associated with this water right, and 0.75 acres of the water right, are located on a residential property adjoining Mill Creek Park to east. The remaining 5.25 acres of the groundwater right is roughly coincident with Mill Creek Park. It is our understanding that the City has been, and is currently, using surface water from Santiam Water Control District (SWCD) to irrigate the park. Accordingly, the water from SWCD is the City's primary source of water for irrigating the park. The attached diminution does not take away the City's portion of Certificate 24155, it only changes the authorized use of the City's portion from irrigation to supplemental irrigation. A water right for supplemental irrigation is used to supply water for irrigation when the primary source of water for irrigation is not available. From this perspective, making this change would match the reality of the water use that is occurring in the park: the City is using surface water from SWCD as the primary source for irrigation, and Certificate 24155 would remain in place 'layered' on top as an additional water right that 'potentially' could be used. The term 'potentially' is used because the City has not historically used this particular water right, and more importantly, the City's other existing municipal use water rights (i.e., the water rights the City uses for water supply) could also be used for irrigation at the park. In other words, the City has the ability to use its own water to irrigate the park without consideration of Certificate 24155. However, the City would be better served by reserving its water rights for drinking water supply for the City and using SWCD surface water for irrigation.

We did discuss the potential option of the City converting its 5.25 acre portion of Certificate 24155 into a municipal use right, but there would be several complications that make this potential opportunity unworkable

1. Certificate 24155 is 'layered' with SWCD's water rights for irrigation at the park. Oregon rules do not allow two layered water rights for irrigation to be separated. Therefore, in order for the City to change its portion of Certificate 24155 to municipal use, SWCD would need to cancel the portion of its water rights that are layered with Certificate 24155 or diminish its portion to supplemental. It is very unlikely that SWCD would agree to either, so that would prevent the City from making the change.
2. The City's portion of Certificate 24155 is equivalent to a rate of 30 gallons per minute. The City already holds water rights that have 424 gallons per minute of available water right capacity for new wells without consideration of Certificate 24155, which is more available water right capacity than is needed for multiple new wells.

In summary, it is highly unlikely that the City could use Certificate 24155 for anything other than what the water right currently allows: irrigation of 5.25 acres at Mill Creek Park. Because the City is using SWCD surface water as the primary source of water for irrigation, the diminution of Certificate 24155 effectively cleans up the water right record to match the water use that is actually occurring at the park.

Please let me know if there are questions or if further discussion is needed.

Thanks
Ted

Theodore R. Ressler
RG, CWRE, PG
Hydrogeologist and Water Resources Consultant
direct: 971.200.8509 | mobile: 503.701.4535
55 SW Yamhill St., Suite 300, Portland, OR 97204
GSI Water Solutions, Inc. | www.gsiws.com

Please note: GSI is open for business, although most of us are working remotely. I am available by phone or e-mail; if you do call, please use my mobile number.

From: Ron Harding [<mailto:rharding@aumsville.us>]
Sent: Friday, October 22, 2021 1:56 PM
To: Ted Ressler <tressler@gsiws.com>
Cc: Matthew Etzel <metzel@aumsville.us>
Subject: Water rights Diminution in mill creek park

Ted,
I think it would be helpful for the council if we understood why taking this action benefits the city. Perhaps it just cleans up the record to help the city in future applications. One question I would have is, by taking this action, could it impact our future new well location.
Thanks
Ron



Ron Harding
City Administrator
City of Aumsville
503-749-2030
595 Main St. Aumsville, OR 97325
www.aumsville.us

AFFIDAVIT FOR THE VOLUNTARY PARTIAL DIMINUTION OF A WATER RIGHT CERTIFICATE

State of Oregon)
) ss
County of Marion)

I/We (or authorized agent), City of Aumsville, residing at 595 Main St./PO Box 227, Aumsville, OR 97325, telephone number (503) 749-2030, being first duly sworn depose and say:

1. I/We are the legal owner(s) of the property described as tax lot number 1300, within the SE¼ SW¼ & SW¼SE¼, Section 25, Township 8S, Range 2W, of the Willamette Meridian, in Marion County, Oregon, as shown on the attached map and described in the attached deed and legal description and made part of this affidavit;
2. All or a portion of water right certificate number 24155 issued to Calvin D. Garver, with a date of priority of 8/12/1955 for use of 0.08 cubic foot per second of water from a well (sources) for the purpose of irrigation (uses) is appurtenant to my/our property;
3. The appurtenant water right is/is not located within the boundaries of an irrigation, drainage, water improvement, or water control district, or federal reclamation project (if the right is located within a district or reclamation project, name it here: Santiam Water Control District;
4. If the water right is issued in the name of an irrigation district, then the affiant must have the concurrence of the district to the diminishment of the portion of the water right. (Signature of district manager on the line below documents concurrence of the district.)

Signature of district manager	Printed Name	Date

5. I/We are requesting partial diminution of water right certificate number 24155 in the amount of 0.07 cubic foot per second of water from a well (sources) for the irrigation of 5.25 acres at the following locations as listed on the certificate (attach a table if needed):

SE¼SW¼ 5.0 Acres
SW¼SE¼ 0.25 Acres
 Section 25
 Township 8S, Range 2W, WM;

6. I/we have found a more dependable source of primary water, and therefore request the water right be diminished from a right for primary irrigation to a right for supplemental irrigation on the lands described above in item #5;

**AFFIDAVIT FOR THE PARTIAL DIMINUTION OF A WATER RIGHT CERTIFICATE
(CONTINUED)**

7. I/We agree that if this change is approved, it is permanent and the right to the use of water from a well (source) cannot be changed back to the primary source unless otherwise provided by law. I/We also agree that so long as there is sufficient water available from the new primary source, I am/we are not entitled to use any water from a well (source) for primary irrigation of these lands.

Signature of legal owner as listed on deed, or authorized agent

Date

Signature of legal co-owner as listed on deed
(if applicable)

Date

Subscribed and Sworn to Before Me this _____ day of _____, 20_____

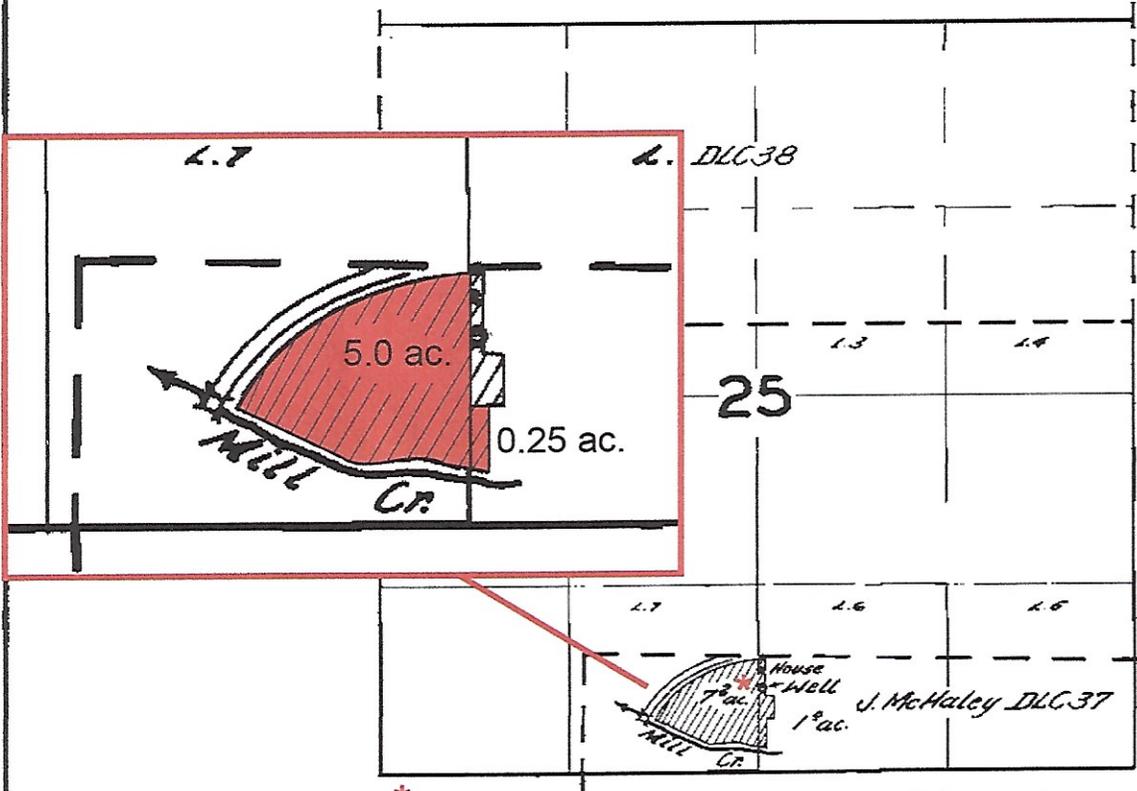
Notary Public for Oregon

My Commission Expires _____

PLEASE ATTACH A LEGIBLE COPY OF :

- 1) A DEED WHICH LISTS LAND OWNERS AND INCLUDES A LEGAL DESCRIPTION OF AFFECTED LANDS, AND
- 2) AN ADJUDICATION MAP, WATER RIGHT FINAL PROOF MAP, OR A TAX LOT MAP WITH THE PORTION OF THE WATER RIGHT AND/OR LANDS TO BE DIMINISHED CLEARLY DRAWN AND IDENTIFIED.
- 3) IF ACTING AS AN AUTHORIZED AGENT, INCLUDE COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTS GRANTING AUTHORITY TO ACT ON BEHALF OF LEGAL OWNER(S) AS LISTED ON THE DEED.

T.8S.R.2W.W.M.



* Acreage on map is not accurate and does not correspond with Certificate. 0.75 acres in SWSE will not be diminished.

FINAL PROOF SURVEY UNDER

Application No. *G-100* ... Permit No. *G-19*
IN NAME OF

..... *Calvin D. Garver*

Surveyed *April 3, 1957*, by *C.O. Banta*.....

1-1-74

BARGAIN AND SALE DEED



KNOW ALL MEN BY THESE PRESENTS, That ARLIN E. ADAMSON

hereinafter called grantor, THE CITY OF AUMSVILLE, a Municipal corporation,

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Marion, State of Oregon, described as follows, to-wit:

Beginning at a point on the North line of the John McHaley's DLC, said place of beginning being 5.17 chains East of the NW corner of said DLC in Township 8 South, Range 2 West of the WM, Marion County, Oregon; thence South 89°35' East 916.08 feet to a point which is North 8 feet and West 60 feet from the NW corner of Block 7 in the original Town of Aumsville, Oregon; thence Southerly 276.00 feet to a point which is South 8 feet and West 60 feet from the SW corner of Block 6 in said Town; thence South 89°35' East 59.40 feet; thence South 150.00 feet; thence West 59.40 feet to the NW corner of land formerly owned by Elizabeth Swank; thence South 219.00 feet to the North Bank of Mill Creek; thence in a Northwesterly direction along the North Bank of Mill Creek to a point 242.00 feet Southerly from the North line of the John McHaley's DLC on the East line of a tract of land deeded by R.M. Fuson and Luta Fuson to D.F. Eastburn and Anna Eastburn; which land is described in Volume 178, page 172, Deed Records of Marion County, Oregon; thence Northerly along the East line of said Eastburn tract 242.00 feet to the place of beginning. SAVE AND EXCEPT the Northwesterly portion of the herein described premises conveyed to Marion County, Oregon, by deed recorded in Volume 476, page 18, Deed Records of Marion County, Oregon. SAVE AND EXCEPT: Beginning at the intersection of the South right-of-way line of Market Road No. 28 with the West right-of-way line of 11th Street in the Original Town of Aumsville,

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) (OVER)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ a gift

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 29th day of December, 1982; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

ACCEPTED BY THE CITY OF AUMSVILLE, a Municipal Corporation this 29th day of December, 1982.

ARLIN E. ADAMSON (Signature)

MARY SARVIS (Signature) City Recorder

STATE OF OREGON, County of Marion, December 29, 1982

STATE OF OREGON, County of _____, 19____

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

Personally appeared the above named ARLIN E. ADAMSON

and acknowledged the foregoing instrument to be his voluntary act and deed.

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:

(OFFICIAL SEAL) Notary Public for Oregon My commission expires 2-6-83

Notary Public for Oregon My commission expires:

Arlin E. Adamson

(OFFICIAL SEAL)

Marion County, Oregon, said point also being 60 feet North 88°42' West and 10.48 feet South 1°18' West from the NW corner of Block 7 of said Original Town of Aumsville; thence South 1°18' West along the West right-of-way line of 11th Street 266.02 feet; thence South 88°42' East 44 feet; thence South 1°18' West 150 feet; thence North 88°42' West 44 feet; thence North 1°18' East 68.32 feet; thence North 87°25'44" West 54.38 feet; thence North 2°13'08" East 138.82 feet; thence North 87°56'23" West 24.70 feet; thence North 2°42'27" East 206.04 feet to the South right-of-way line of Market Road No. 28; thence Easterly along a spiral curve to the right, the chord of which bears South 89°48'22" East 71.79 feet to the Point of Beginning. TOGETHER WITH an easement for underground utility purposes over and across a strip of land 30 feet in width and being 15 feet on each side of the following described centerline: Beginning at a point on said West right-of-way line of 11th Street, 15 feet North 1°18' East and 60 feet North 88°42' West from the NW corner of Block 6 of said Original Town of Aumsville; thence North 88°42' West to the West line of the above described parcel; SO LONG AS said property is used by the City of Aumsville. If the City of Aumsville should attempt to sell said property, the grantor and his heirs shall have the right to re-enter said property and all right of grantee shall thereupon terminate.

STATE OF OREGON

26143

County of Marion

I hereby certify
 that the within was
 received and duly
 recorded by me in
 Marion County
 records:

DEC 30 11 43 AM '82

EDWIN P. MORGAN
MARION COUNTY CLERK

BY [Signature] DEPUTY

Reel 299 Page 161

900



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

STAFF REPORT

TO: City of Aumsville City Council
FROM: Matthew Etzel, Aumsville Public Works
SUBJECT: Reuse Farm Lease

RECOMMENDATION: Approval of the transfer of the Butler Farms LLC lease of the wastewater reuse pivot farm ground on West Stayton Rd to Tim Bielenberg.

BACKGROUND: The City of Aumsville currently has a lease with Butler Farms LLC. The lease ends in September 2022. Butler Farms has sent a letter to the city asking to be released from the lease. The reason they would like to end the lease with the city is due to the limited crop rotation from the use of wastewater reuse.

Butler Farms have suggested transferring the lease to Tim Bielenberg. Tim Bielenberg currently has an agreement with the city on another property for the hay until the city starts construction on the Bishop Rd. Park. We have prior experience with Tim Bielenberg. We have reviewed the reuse property and they have expressed interest in increasing the lease agreement length. This would be beneficial to the city in securing a farm that can use our reuse for several years to come. This is a key part of our wastewater treatment system as we can't discharge effluent to Beaver Creek from May-November. The transfer would allow a crop to be grown next year on the property. It will also allow the city additional time to work on a contract that will work for the city and Tim Bielenberg.

MOTION:

- Move to approve the Lease transfer from Butler Farms LLC to Tim Bielenberg for the remainder of the current lease ending in 2022.
- Move to approve the Lease transfer from Butler Farms LLC to Tim Bielenberg for the remainder of the current lease ending in 2022. with the following revisions:
- Move to remand back to staff for revisions as directed.

AUMSVILLE/BIELENBERG FARM LEASE

This farm lease is entered into, in duplicate, this 3rd day of November, 2021, between

The City of Aumsville, a Municipal Corporation
595 Main Street
Aumsville, Oregon 97325

Hereinafter called "**Landlord**"

And

Tim Bielenberg
11314 Mill Creek Rd.
Aumsville Oregon 97325

Hereinafter called "**Tenant**"

WITNESSETH:

Landlord leases to Tenant the following described real and personal property on the terms and conditions stated below, to-wit:

The real property consisting of 80 acres, more or less, located in Marion County and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ALONG WITH the following described personal property:

Underground mainline pipe, irrigation pivot, and Mill Creek Pumping Station.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

SECTION 1. TERM OF LEASE

To have and to hold the same unto Tenant from November 2, 2021, the date of the last lease expiration, until September 1, 2022; at which time the lease shall terminate unless extended or renewed by the parties. If Tenant shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

SECTION 2. CONSIDERATION

Tenant shall pay to the Landlord as rent, for years 2021 thru 2022, the sum of \$6,200.00 with \$3,100.00 due March 1 of each year; and the remaining \$3,100.00 due on, or before, September 1 of each of the remaining years of this lease. All the **Section 4** Irrigation

Operation and Maintenance (O & M) fees, **Section 9** Property taxes, and **Section 16** Insurance costs that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties as additional rent, shall be paid within 60 days from invoice date.

SECTION 3. RECLAIMED WATER USE AND APPLICATION REQUIREMENTS

The application of Reclaimed Water from the sewage treatment plant is the primary purpose of the property and is controlled by the rules and regulations of the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA). The Tenant must use-at no charge-the available Reclaimed Water for irrigation of their crops (after June 1 of each year). The crops must be approved by DEQ/EPA to receive such waters for irrigation.

Tenant understands that there is a Reclaimed Water pipe line and pivot irrigation system constructed on the Property. Tenant may have use of the Landlord's pivot system and appurtenances, at no additional charge to the Tenant, when irrigating from Mill Creek. In addition, after June 1 of each year, the Tenant shall allow said Reclaimed Water to be irrigated-over the crops planted by the Tenant-under the said pivot coverage. Such use shall be coordinated with the Landlord's plant operator, as the plant operator will activate the Reclaimed Water pump located at the sewage treatment plant.

The Tenant shall also coordinate with the plant operator the amount of effluent to be applied, plus the days and time of day irrigation is to occur. Such irrigation must conform to the requirements of the Landlord NPDES permit. The required setbacks and buffers from the pivot ends must be strictly followed during irrigation with Reclaimed Water.

SECTION 4. USE OF THE MILL CREEK IRRIGATION PUMP AND INTAKE

The Tenant shall be allowed use of the Mill Creek Mill Creek Pumping Station when irrigating with the pivot irrigation system. In exchange for this use, and as additional rent, the Tenant shall be responsible for annual reimbursement to the Landlord for payment of the Irrigation O & M to Santiam Water Control District for this acreage, and all maintenance and repairs that may be needed for proper operation of the pump and intake. The annual reimbursement shall be paid within 60 days of receipt of Santiam Water Control District Irrigation O & M statement invoice from Landlord.

SECTION 5. UTILITIES

All utilities associated with the operation of the Mill Creek Pumping Station are to be placed in Tenant's name and bills shall be paid directly by Tenant. The use of the Mill Creek Pumping Station by the Landowner for incidental uses (i.e. back-flushing of reclaimed pipeline, pivot system, etc.) shall be considered incidental and utility charges for aforementioned usage by the Landlord will also be paid for by the Tenant.

All utilities associated with the control and operation of the pivot irrigation system (i.e.

pivot electrical service and control panels) shall be paid by the Landlord.

SECTION 6. MANNER OF FARMING AND CONSERVATION LAW

Tenant shall use the Property solely for farm activities. Tenant shall farm, cultivate, maintain, and operate the Property consistent with the best agricultural practices employed by the farming industry in the area where the Property is located. Tenant shall refrain from practices that will cause unusual erosion or waste to the Property.

Tenant shall maintain the Property in compliance with all Federal, State, and other governmental laws, regulations, and directives. In deference to the Landlord's use of its "Reclaimed Water" from the sewage treatment plant, Tenant agrees that he will reasonably cooperate in tilling, cultivating, care, harvesting and fertilizing so that Landlord can, in the complete discretion of Landlord, use the Property for irrigation and spreading of its Reclaimed Water after treatment. Such use by Landlord may be made without notice to Tenant and without liability for damages to Tenant's crops or machinery. Nevertheless, Landlord shall endeavor to notify Tenant as may be reasonable under the circumstances as to its intention to irrigate.

SECTION 7. CHEMICALS AND FERTILIZERS

It is specifically understood and agreed between the parties hereto that Landlord has no liability toward Tenant, whatsoever, for damages that could result to Tenant by reason of chemicals used upon the premises in the past. Tenant is accepting the land as is, without exception. It is also understood that chemicals and fertilizers may be necessary to produce the highest financial returns from the property, and that they can damage the property if applied incorrectly, or on crops that are excluded on the product label. Subject to the limitations in **Section 15** herein, chemicals and fertilizers may be used by Tenant, if necessary, to produce the highest financial returns from the property, subject to the condition that Tenant shall not, without Landlord's prior written consent, use any of the fertilizers or chemicals that would adversely affect crops grown after termination of this Lease. It is understood that wastewater treatment plant effluent is being irrigated to this property and nitrogen and other fertilizers must consider the fertilizer value of the effluent and that the combined fertilizer loading to the soil may not exceed limitations contained in the Landlord NPDES permit issued through Oregon Department of Environmental Quality.

SECTION 8. CONDITION OF PROPERTY AT TERMINATION

Tenant agrees that they will operate the farm in an efficient and husband-like way and will keep said premises and personal property in as good a condition as it was when they took possession, specifically, but not limited to, the total upkeep and maintenance of all underground mainline pipe, including pumping stations. At the expiration of this lease, Tenant will return said premises and personal property in as good a condition as it was when they took possession, ordinary wear excepted.

Certain crops may be prohibited because of the necessity of the Landlord to use the Property for irrigation of its "Reclaimed Water" from the sewage treatment plant. However, the Landlord makes no warranty of the amount of such water available, or the times irrigation shall necessarily be made by Landlord.

SECTION 9. TAXES

Tenant shall pay any and all personal property taxes that may accrue as a result of any activity carried upon said premises, and all real property taxes and assessments levied against said premises as additional rent. All property taxes required by this lease shall be paid within 60 days of receipt of property tax statement invoice from Landlord.

SECTION 10. LIENS

Tenant shall pay, when due, all claims for work done on the property, and for services rendered or materials furnished to Tenant to grow Tenant's crops on the Property or incurred for Tenant's repair responsibilities for the property and improvement. Tenant shall keep the property and the crops free of any liens arising out of the failure to pay such claims, or arising out of any other activity of Tenant. If the property, improvements, or crops are subjected to any lien because of the activities of Tenant, and a lien is not discharged within 10 days, Landlord may discharge the lien, and recover the cost from Tenant on demand, plus interest at the rate of 18% per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy that Landlord may have on account of Tenant's default. If the Tenant, in good faith, elects to contest the lien, then Tenant shall, upon Landlord's written request, deposit with Landlord cash or sufficient corporate surety bond, or other security satisfactory to Landlord, to discharge the lien plus costs and interest.

SECTION 11. LANDLORD'S RIGHT OF ENTRY

Tenant agrees to permit Landlord, or their agents, to enter the premises at any reasonable time for repair, improvements and inspection. Landlord reserves the right to enter said leased property. The Landlord shall make all efforts to not delay the Tenant's intended schedule of work.

SECTION 12. RESPONSIBILITIES OF TENANT

Tenant understands and agrees that the City of Aumsville will irrigate Reclaimed Water over approximately 58 acres of area under the pivot circle in the agreed location as shown on **Exhibit B** to this Agreement. In preparation for the aforementioned irrigation, the tenant agrees to plant a crop able to be covered by the pivot system that will be suitable for the adequate uptake of treated effluent during June 1 thru October 15 of each year. Interruption in the City's ability to irrigate cannot exceed 15 days at anytime during this period.

Tenant shall not interfere with, restrict, or block access by the Landlord, or its contractors or designees, to the property. Any of Tenant's personal property or equipment shall be removed from the property within 48 hours of written notice from the City.

SECTION 13. ASSIGNMENT AND SUBLEASE

Tenant agrees that they will not assign this lease, or sublet any part of the premises and personal property, without the written consent of Landlord, and tenant shall keep said premises and personal property free from all encumbrances that may result from their occupancy or use thereof.

SECTION 14. WATER RIGHTS

It is understood between the parties that the above described real premises have water rights from the Santiam Water Control District. Tenant may use said water rights during the term of this lease accordingly; the tenant being required to pay all costs for the use of said water, including the maintenance and operation costs from the Santiam Water Control District. Landlord has no obligation, whatsoever, to tenant by reason of non-availability of water from Santiam Water Control District. Tenant shall also be responsible for, and save and hold Landlord harmless from, any special assessments of said Santiam Water Control District, including but not limited to flood repair expenses.

SECTION 15. COMPLIANCE WITH LAW AND HAZARDOUS MATERIALS

Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of Federal, State, County, and Municipal authorities pertaining to Tenant's use of the property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the property because of Tenant's specific use, and all applicable Federal, State, Local laws, regulations, ordinances pertaining to air and water quality, hazardous materials as defined in this section below, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters.

Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the premises, by Tenant, Tenant's agents, employees, contractors, or invitees without the prior written consent of Landlord's reasonable satisfaction that such Hazardous Material is necessary to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon, used, or kept in or about the premises.

Tenant shall indemnify, defend, and hold Landlord harmless from, any and all claims, judgments, incidents, spills, damages, penalties, liabilities and costs related to the presence of hazardous materials on the premises caused or permitted by Tenant or its agents or contractors, including but not limited to, contamination of the premises.

This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or ground water, on or under the premises.

Without limiting the foregoing, if the presence of any hazardous material on the premises caused or permitted by Tenant, or its agent or contractors, results in any contamination of the premises; Tenant shall promptly take all actions, at its sole expense, as are necessary to return the premises to the condition existing prior to the release of any such hazardous material to the premises;,, provided that Landlord's approval of such actions shall first be obtained. Approval shall not be unreasonably withheld, so long as such actions would not potentially have any material adverse, long-term or short-term, effect on the premises. The foregoing indemnity shall survive the expiration or earlier termination of this lease.

1. As used in this Lease, *Hazardous Material* means any hazardous or toxic substance, material or waste; including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table or by the United States Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or other such substances, materials and wastes that are, or become regulated under any applicable local, state or federal law. In case of disagreement, Landlord retains at all times final judgment as to what may be deemed a *Hazardous Material* as well as any recommended practices for use, storage and rinsing/disposal of hazardous materials.

SECTION 16. INDEMNITY: LIABILITY INSURANCE

Before going into possession of the premises, Tenant shall procure, and thereafter during the term of this lease, shall continue to carry the following insurance in a responsible company with combined single limits of \$500,000.00 for injury to persons and damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises, whether or not related to an occurrence caused or contributed to by Landlord's negligence, and shall protect Landlord and Tenant against claims of third persons.

Certificates evidencing such insurance, and bearing endorsements requiring 10 days written notice to Landlord prior to any change or cancellation, shall be furnished to Landlord prior to Tenant's occupancy of the property.

SECTION 17. COVENANTS AND DEFAULT

Landlord covenants that Tenant, on paying the rent and on keeping, observing and performing all of the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall during the said term hereby granted, peaceably and quietly have, hold and enjoy the said premises and personal property for the full term of this lease, subject to the terms, covenants, provisions and agreements hereof.

Time is of the essence hereof, and if Tenant shall default in the payment of the rent for a period of 30 days or shall be in default in any of the terms hereof, then Landlord may, at their option, repossess said premises and all rights of Tenant shall cease and, in addition,

Landlord may collect the unpaid rent.

SECTION 18. SUCCESSOR'S INTEREST

Subject to the limitation of assignment by Tenant, the terms of this lease shall be binding on the heirs, Personal Representatives and assigns of both Landlord and Tenant in like manner as upon the original parties.

SECTION 19. NOTICES

Any notice under this Lease shall be in writing and shall be effective when actually delivered; or if mailed, when deposited as registered or certified mail directed to the address stated in this Lease, or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made to the same address.

SECTION 20. ATTORNEY FEES

If litigation is instituted arising directly or indirectly out of this Lease, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year hereinabove first written.

CITY OF AUMSVILLE, A Municipal Corporation

"Landlord"

By: _____
Ron Harding, City Administrator

Tim Bielenberg

"Tenant"

By: _____
Title

Exhibit "A" to Aumsville/Bielenberg Lease of "Munker's Place"

TRACT ONE: A net of 80 Acres, more or less, of the following described FOUR PARCELS:

PARCEL ONE- Pioneer Trust Company (Munkers - 75.47 acres)

Beginning at the southwest corner of what is known as Mill property in the Town of Aumsville being also 30 feet west and 9.40 chains south 1□30' west from the northwest corner of Block 10 in said Town of Aumsville; thence south 88□30' east along the south line of said Mill property, 14.39 chains to the southeast corner thereof; thence south 67□45; east 17.08 chains to the middle of the S.P.R.R. track thence south 0□30' west along the middle of said track, a distance of 9.07 chains thence north 89□15' west, parallel with the division line through the McHaley Donation Land Claim, 32.67 chains to the middle of the Ale and Aumsville County Road; thence north 9□east along the middle of said Road, a distance of 15.63 chains; thence south 88□30' east, a distance of 34 links to the place of beginning, being situated in the Donation Land Claim of John McHaley and wife in Township 8 South, Rages 1 and 2 West of the Willamette Meridian in Marion County, Oregon.

ALSO: Beginning at a stone 18 x 10 x10 inches from which an oak 6 inches in diameter bears south 4□30' west 101 links, said stone being in the center of the County Road leading from Ale to Aumsville and on the division line between the north and south half of the Donation Land Claim of John McHaley and wife in Township 8 South, Ranges 1 and 2 West of the Willamette Meridian in Marion County, Oregon thence north 9□east along the center of said County Road, a distance of 15 chains; thence south 89□15' east, parallel with the division line, 32.67 chains to the middle of the S.P.R.R. tracks; thence south 0□30' west along the middle of said track, a distance of 14.82 chains to the division line aforesaid; thence north 89□15' west along the division line, a distance of 34.78 chains to the place of beginning.

SAVE AND EXCEPT: that part of the herein described premises lying in the Southern Pacific Company Railroad right of way.

ALSO SAVE AND EXCEPT: Beginning in the center of the County Road (Market Road No. 40) leading from Ale to Aumsville and on the division line between the north one half and the south one half of the John McHaley Donation Land Claim in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; and running thence south 89□15' east along said division line, a distance of 1412 feet; thence north 7□51' east, a distance of 435.60 feet; thence north 89□15' west, a distance of 540.80 feet; thence north 7□58' east, a distance of 871.20 feet to a point in the center of said County Road; thence south 7□58' west along the center of said County Road, a distance of 589.03 feet to the place of beginning. Save and Except Roads and Roadways.

PARCEL TWO- Elsie C. Lafky

All that part and parcel of a tract of land described as: Beginning at a point which is 30 feet West and 620 feet South and 639 feet East from the Northwest corner of Lot 4, Block 10 of the Town of Aumsville in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence East 311 feet; thence north 266 feet to the South Bank of the water power ditch serving the Aumsville Flour Mill; thence Westerly along the South bank of said water power ditch 311 feet to a point due North of the place of beginning; thence South 292 feet to the place of beginning which lies South of the center line of Mill Creek which extends easterly and westerly through said tract. The part and parcel hereby conveyed is described as follows: Beginning at the Southwest corner of the tract first above described and running thence East 311 feet; thence north approximately 20 feet to the center of said Mill Creek; thence Northwesterly along the center line of said Mill Creek to a point due north of the place of beginning; thence South approximately 110 feet to the place of beginning.

PARCEL THREE - Dorland Ray

Beginning at the Southwest corner of what is known as Mill Property in the Town of Aumsville, Marion County, Oregon, being also 30 feet West and 9.40 chains South 1^o30' West from the Northwest corner of Block 10 in said Town of Aumsville, Marion County, Oregon; thence South 88^o30' East along the south line of said Mill Property 158 feet to the center of Mill Creek which is the point of beginning of the property conveyed herein; thence 240 feet to a North and South fence; thence 125 feet in a northerly direction along said fence to the center of Mill Creek; thence Southwesterly along the centerline of said Mill Creek to the point of beginning.

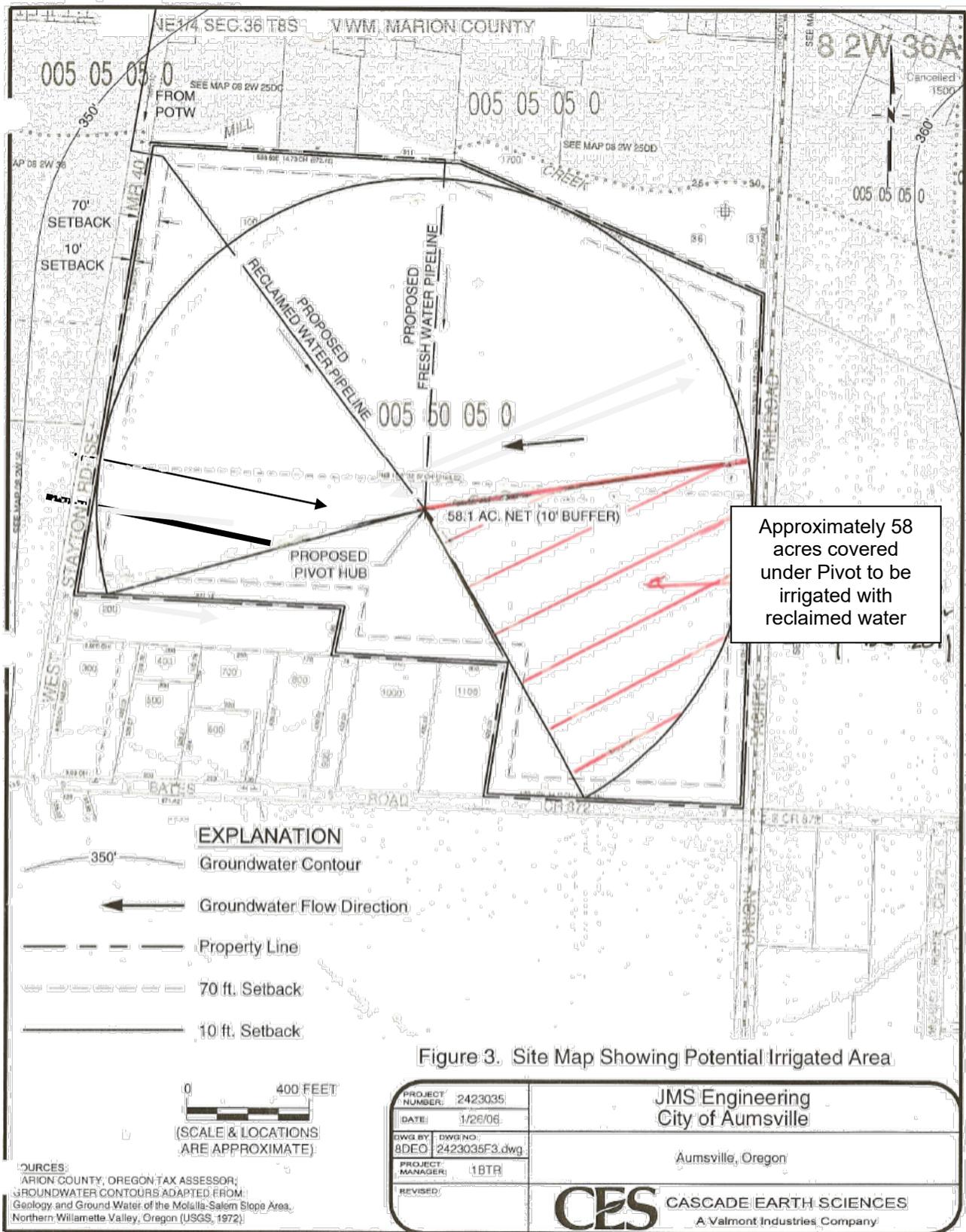
PARCEL FOUR - City of Aumsville purchased from Schlecht

All of the tillable land, consisting of approximately 3.5 acres, of the following described premises, to-wit:

That tract of land situated in Sections 25, 30, 31 and 36 in Township 8 South, Range 2 West of the Willamette Meridian in Marion County, Oregon and being described as follows:

Beginning at a point marking the intersection of the Westerly right-of-way line of the Southern Pacific Railroad with the center line of Mill Creek, said beginning point also marks the Southeast corner of that tract of land conveyed to Rex A. Lucas and Karen Lucas by deed recorded in Reel 683, Page 0010, Records for Marion County, Oregon; thence Westerly along the center of said Mill Creek, 1000 feet, more or less, to the East line of that tract of land conveyed to C. H. Darley and Wanda Jean Darley by deed recorded in Volume 648, page 232, Records for Marion County, Oregon; thence Southerly along the East line of said Darley tract, 30 feet, more or less, to a point on the Northerly line of that tract of land conveyed to C. H. Darley and Wanda Jean Darley by deed recorded in Volume 643, page 202, Records for Marion County, Oregon; thence South 67^o45' East along the Northerly boundary line of said

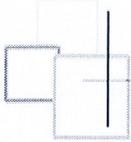
Darley tract, 1095 feet, more or less, to a point on the West right-of-way of said Southern Pacific Railroad; thence North 0°30' East along said right-of-way line, 360 feet, more or less, to the point of beginning.



Approximately 58 acres covered under Pivot to be irrigated with reclaimed water

Figure 3. Site Map Showing Potential Irrigated Area

EXHIBIT 'B'



Payroll Register

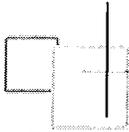
City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - October

Check Period: 2021-22 - October - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>55072</u>	DEPARTMENT OF REVENUE	10/29/2021	\$456.81
<u>Direct Deposit Run - 10/27/2021</u>	Payroll Vendor	10/29/2021	\$35,758.38
<u>EFT 11052021</u>	CIS TRUST	10/29/2021	\$31,586.52
<u>EFT 11152021</u>	AFLAC	10/29/2021	\$773.60
<u>EFT 51371027</u>	Oregon Department of Revenue	10/29/2021	\$3,706.01
<u>EFT 65951976</u>	EFTPS	10/29/2021	\$13,170.52
<u>EFT HSA10292021</u>	HSA Bank	10/29/2021	\$1,021.00
<u>EFT OSGP10292021</u>	VOYA - STATE OF OREGON - LG#:2234	10/29/2021	\$590.00
<u>EFT PERS11152021</u>	PERS	10/29/2021	\$13,020.84
<u>EFT V10292021</u>	Valic	10/29/2021	\$575.00
	Total	Check	\$100,658.68
	Total	9001000967	\$100,658.68
	Grand Total		\$100,658.68



Accounts Payable Register

City of Aumsville

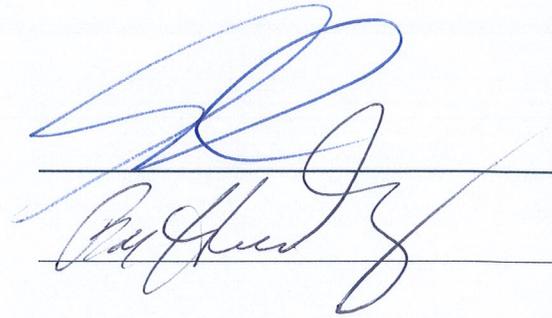
Fiscal: 2021-22

Deposit Period: 2021-22 - November

Check Period: 2021-22 - November - First Council

Riverview Community Bank	9001000967		
Check			
<u>55073</u>	AIRGAS USA, LLC	11/4/2021	\$44.58
<u>55074</u>	AUMSVILLE ACE HARDWARE	11/4/2021	\$26.98
<u>55075</u>	AUMSVILLE COMMUNITY THEATRE	11/4/2021	\$500.00
<u>55076</u>	AUMSVILLE HISTORICAL SOCIETY	11/4/2021	\$750.00
<u>55077</u>	AUMSVILLE PENTECOSTAL CHURCH OF GOD	11/4/2021	\$1,250.00
<u>55078</u>	BATTERIES PLUS	11/4/2021	\$146.45
<u>55079</u>	BMS TECHNOLOGIES	11/4/2021	\$1,829.81
<u>55080</u>	BRANDON BLYTHE	11/4/2021	\$180.00
<u>55081</u>	BRIAN BUCHHOLZ	11/4/2021	\$180.00
<u>55082</u>	BSA TROOP 405	11/4/2021	\$500.00
<u>55083</u>	CANYON ROCK PRODUCTS LLC	11/4/2021	\$1,080.00
<u>55084</u>	CASCADE SCHOOL DISTRICT	11/4/2021	\$1,000.00
<u>55085</u>	CASCADE WATER WORKS, INC.	11/4/2021	\$9,448.98
<u>55086</u>	CITY OF SALEM	11/4/2021	\$1,672.50
<u>55087</u>	DAMIAN FLOWERS	11/4/2021	\$300.00
<u>55088</u>	DAVISON AUTO PARTS INC	11/4/2021	\$67.31
<u>55089</u>	DUSTIN A. LANITS	11/4/2021	\$66.00
<u>55090</u>	EXCHANGE CLUB OF AUMSVILLE	11/4/2021	\$6,500.00
<u>55091</u>	FISHER'S RPM	11/4/2021	\$599.00
<u>55092</u>	GAYLE ANDERSON	11/4/2021	\$111.21
<u>55093</u>	GOVERNMENT ETHICS COMMISSION	11/4/2021	\$548.82
<u>55094</u>	MAGGIE E. DURST	11/4/2021	\$71.00
<u>55095</u>	MARION COUNTY SHERIFF'S SEARCH AND RESCUE INC.	11/4/2021	\$3,000.00
<u>55096</u>	MARION COUNTY TAX COLLECTOR	11/4/2021	\$7,488.36
<u>55097</u>	MATTHEW ETZEL	11/4/2021	\$300.00
<u>55098</u>	MATTHEW WINANS	11/4/2021	\$180.00
<u>55099</u>	MICHAEL JONES	11/4/2021	\$180.00
<u>55100</u>	MILL CREEK HEATING LLC	11/4/2021	\$1,885.00
<u>55101</u>	MNOP	11/4/2021	\$1,177.47
<u>55102</u>	MODERN MARKETING INC	11/4/2021	\$169.54
<u>55103</u>	MOTION & FLOW	11/4/2021	\$19.53
<u>55104</u>	ONE CALL CONCEPTS INC	11/4/2021	\$9.60
<u>55105</u>	OREGON ASSOC CHIEFS OF POLICE	11/4/2021	\$45.00
<u>55106</u>	PHILLIP WRIGHT	11/4/2021	\$180.00
<u>55107</u>	RICHARD SCHMITZ	11/4/2021	\$300.00
<u>55108</u>	RON HARDING	11/4/2021	\$300.00
<u>55109</u>	SANTIAM HEATING & SHEETMETAL, INC.	11/4/2021	\$610.55
<u>55110</u>	SANTIAM MEMORIAL HOSPITAL	11/4/2021	\$2,000.00
<u>55111</u>	SHANE BIRD	11/4/2021	\$180.00
<u>55112</u>	SQUAD ROOM EMBLEMS	11/4/2021	\$206.15
<u>55113</u>	STEVE OSLIE	11/4/2021	\$300.00
<u>55114</u>	THAYNE CROWTHER	11/4/2021	\$105.00
<u>55115</u>	TMG SERVICES INC	11/4/2021	\$14,641.29
<u>55116</u>	ULTREX BUSINESS SOLUTIONS	11/4/2021	\$338.56
<u>EFT Payment 11/4/2021 1:34:12 PM - 1</u>	CIS TRUST	11/4/2021	\$577.50
<u>EFT Payment 11/4/2021 1:34:12 PM - 2</u>	DE LAGE LANDEN FINANCIAL SERVICES, INC.	11/4/2021	\$85.00
<u>EFT Payment 11/4/2021 1:34:12 PM - 3</u>	PACIFIC POWER	11/4/2021	\$9,191.35

Number	Name	Print Date	Amount
EFT Payment 11/4/2021 1:34:12 PM - 4	VERIZON WIRELESS	11/4/2021	\$37.69
	Total	Check	\$70,380.23
	Total	9001000967	\$70,380.23
	Grand Total		\$70,380.23



Aumsville October 2021 Monthly Police Report

DEPARTMENT MESSAGE:

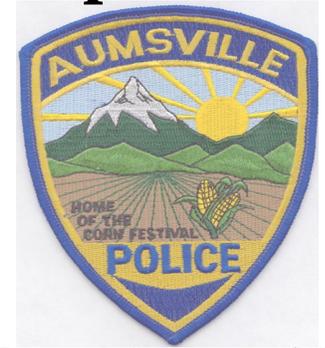
The reserves worked a total of 96 hours during the month of October 96 volunteer hours and 0 paid hours.



Aumsville Police Department goes "PINK" for the month of October to raise money and awareness for Breast Cancer Month. All monies raised will be donated to the Santiam Hospital's Can Cancer Fund to serve those in our local communities. If you would like to help in the worthwhile cause, see Brenda or call 503-749-2188 at the Aumsville Police Department. We will be accepting donations for Breast Cancer through Thanksgiving.

As we move toward the Holidays, we remind everyone to lock your vehicles and remove all valuables. Also, if you are having packages

delivered to your residence make sure someone is home to bring them in, or have a trusted friend pick them up so "porch pirates" don't end up with your treasures.



Value of Property Stolen	\$6030
Value of Property Damaged	\$600
Value of Property Recovered	\$4000
Value of Found Property	\$0
Dogs to Pound	0

Crime	#	Arrested	Traffic Violation	City	County	Calls for Service	#
Burglary/ Attempt Burg			Speeding	0	0	Assist Other-Turner PD	4
Criminal Mischief	2		Fail to Carry Proof/ Driving Uninsured	0/3	0/2	Assist Other-Fire	5
Restraining Order Violation						Assist Other-DHS	4
Trespass	1	1	Driving While Suspended	4	1	Assist Other-MCSO	7
DUII	0	0	No Valid OP	0	1	Assist Other-City	1
Theft/Fraud	3/1	0/0	Fail to Carry DL			Assist Other-Stayton PD	9
Theft from Vehicles	3	0	Providing Vehicle to Unqual. Driver			Assist Other-Other	3
Receiving Stolen Property			No Seatbelt/Improper Wear	0	0	Assist Person/Citizen Contact	1/20
Warrant Arrest/ Probation Violation	4/0	4/0	Expired Registration/Fail to Register			Vehicle Repo	0
Harassment/Telephonic	0/1	0/0	Failure to Install Ignition Interlock Device	1	0	911 Hang-up/Welfare Check/Civil Dispute	0/8/5
Menacing			Failure to Carry Registration			False Alarm	3
Assault IV			Switched Plates	1	0	Noise/Traffic Complaint	5/3
Stalking Complaint			Fail to Yield to Ped. In Crosswalk			Suspicious Person/Vehicle/Circumstance	4/1/7
Weapon/Robbery			Fail to Yield to Emerg Vehicle			Traffic Accidents/Hit and Run	1/0
Child Neglect			Fail Safe Distance Emerg Vehicle			Diving Impounds	0
Furnish Alcohol			Fail to Obey Traffic Control Device			Unattended Death/Notification	1/0
MIP: Alcohol/Drug Offense			Reckless Driving/Speed Racing			Dogs—Barking/At Large/Bite	3/4/0
Arson/Reckless Burn			Careless Driving			Ordinance Violation	8
Stolen Vehicle/Trailer	2	0	Fail to Drive Within Lane			Runaway Juvenile/Missing Person	0/1
Recovered Vehicle			Following Too Close			Verbal Disturbance	3
Poss. Controlled Substance			Failure to Signal/Use Turn Signal			Attempt Suicide/Mental Hold	0/0
Reckless Endanger/Drive			Use of Electronic Device/Cell Phone			Suicide	0
Giving False Info			Defective Lighting			Open Door	4
Disorderly Conduct			Open Container			Misc Call for Service	2
Curfew/Runaway Juvenile			Unreasonable Noise			Emotionally Disturbed Persons	4
Animal Abuse			Refuse Intox Test			Property: Found/Lost/Seized	1/0/0
Sex Offense	1		Misc. Violations				
Driving While Suspended Criminal							
Criminal Mistreatment							
Dogs as a nuisance							
Hit and Run							
Misc Crime							
Total	1	5	Total	9	4	Total	122



595 Main St. Aumsville, Oregon 97325
(503) 749-2030 • TTY 711 • Fax (503) 749-1852
www.aumsville.us

TO: Mayor and City Council
FROM: Steve Oslie, Public Works Director
SUBJECT: Public Works Report

November 4, 2021

Water: The wells pumped as follows:

Boone #1	Boone #2	Tower	Reservoir	Church	Total
647,100	2,344,000	943,237	159,000	3,349,500	7,442,837

Another booster pump failure this month. This time it was bearings. It was a week turn around for the repair.

Several water meters were replaced this month. Mostly due to internal parts failure and age. Not really a concern as we need to be changing out 10% of our meters yearly.

Looking at our water production over the past couple of years and I see that this is the lowest production month in the past 2 years. I hope our work, finding and fixing leaks, is paying off.

Sewer: The lagoons were full when we started discharging in to Beaver Ck this year. The rain brought the water levels up pretty fast. New chemical pumps are needed to keep up with the chlorine requirements and new lab equipment was purchased for our increased testing.

We are going to get one of the crew trained up to perform sewer testing and spread this duty out.

Streets: We have several street patches that are to be paved in the next couple of days. All are due to water line repairs.

Making repairs on the Mobil sweeper. It does a better job at picking up rock and heavier material.

New information signs have been constructed and painted. Marion County is preparing agreements for us to install in the right-of-ways. Marion Co. Public Works also followed through our request to have no parking at the bus stop on Main St.

Parks: Maude's is almost complete, construction wise. Waiting on PP&L and our electrical contractor to get power into the building. Gutters and drainline, door thresholds, and finishing the painting between the rain.

Restrooms are getting plexiglass back in and getting them ready for cold weather.

General: The community center kitchen has been completed, but still in the process of getting the permits signed off. The stove has some issues and getting resolved.