



595 Main Street, Aumsville, OR 97325
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PUBLIC MEETING NOTICE

AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, MARCH 14, 2022

A G E N D A

1) CALL TO ORDER: 7:00PM

- a) Approve Agenda

2) PRESENTATIONS, PROCLAMATIONS, & VISITORS

- a) **Public Comment:** Due to the COVID-19 Virus Council will conduct the meeting via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on March 14, 2022.

- b) **Visitors:** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email crogers@aumsville.us to request log in instructions.

Information will also be posted on our website

<https://www.aumsville.us/citycouncil/page/city-council-regular-meeting-102>

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

4) OLD BUSINESS: None

5) NEW BUSINESS: (Action)

- a) Department of Administrative Services Agreement to Receive CSFRF Grant Funds
- b) Proposal Westech Engineering Services -Water System Improvement Project Phase 1 & 2A
- c) Approve Purchase-Veterans and War Memorial
- d) Resolution No. 03-22 AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND
- e) Resolution No. 02-22 OPRD GRANT-Highberger Park Upgrades
- f) Safety Manual Inclusions – Extreme Heat and Wildfire Smoke

6) CITY ADMINISTRATOR REPORT: (Information)

- a) Police Department Monthly Report
- b) Public Works Monthly Report
- c) Review Check Register February 15, 2022 through February 28, 2022

7) MAYOR AND COUNCILORS REPORTS

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

9) CORRESPONDENCE: None

10) ADJOURNMENT REGULAR MEETING

11) Executive Session: The council will meet under the authority of ORS 192.660(2)(j) to carry on negotiations under ORS chapter 293 with private persons or businesses regarding proposed acquisition, exchange or liquidation of public investments.

This is an executive session, and the discussion is 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. No decision may be made in Executive Session.

At the end of the Executive Session, the Council will return to Open Session.

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.



595 Main St. Aumsville, Oregon 97325
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www.aumsville.us

AUMSVILLE CITY COUNCIL

Minutes – February 14, 2022

Mayor Clevenger called the meeting to order at 7:01 PM. Present in person were Mayor Clevenger, Councilors Angelica Ceja, Doug Ecclestone, Della Seney, City Administrator (CA) Harding, and City Clerk Colleen Rogers. Councilors Nico Casarez (arrived at 7:15), Scott Lee, and Walter Wick joined via Zoom Conference call. Council absent: None. The meeting was video recorded to be released later.

AGENDA APPROVAL: Councilor Seney moved to approve the agenda as presented by staff. Councilor Ecclestone seconded. Motion APPROVED 6-0: (Yes: Councilors Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

PRESENTATIONS: Employee of the Year Awards:

Chief Schmitz presented the Aumsville Police Department employee awards. He presented David Hagen with Reserve Officer of the Year award and officers Michael Jones and Phillip Wright received the Aumsville Police Department Employee of the Year awards. Chief Schmitz stated that the three officers have done an excellent job serving our community this past year, and we appreciate their dedication to the department and our citizens.

The Aumsville Employee of the Year awards were presented by Public Works Assistant Director Matt Etzel. He explained that the city would also be presenting two awards this year. He stated that they are both from our Public Works staff. He announced that Matt Winans and Brandon Blythe both have gone above and beyond their usual realm of duties. Both taking on projects and duties in addition to their daily Public Works duties.

Mayor Clevenger announced the Staff Longevity awards for Officer Michael Jones 5 years; Tasha Preston 15 years; Sgt. Damian Flowers 15 years; and Chief Schmitz 25 years.

Council took a 5 minute break for photos.

VISITORS AND PUBLIC COMMENT: There was one online attendee and 20 in-person attendees, there was no public comment. Login information was provided for members of the community to make public comment and listen to the discussion.

CONSENT AGENDA: Councilor Ecclestone moved to approve the consent agenda as presented. Councilor Seney seconded the motion. Motion APPROVED 6-0: (Yes: Councilors Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

PUBLIC HEARING: None

OLD BUSINESS: None

NEW BUSINESS:

Council reviewed Resolution 01-22, A RESOLUTION AUTHORIZING AND SUPPORTING THE CITY OF AUMSVILLE APPLICATION FOR OREGON PARKS AND RECREATION DEPARTMENT LOCAL GOVERNMENT GRANT FOR DEVELOPMENT OF TOWER PARK. Councilor Seney moved to approve Resolution 01-22 as presented by staff. Councilor Wick seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

CA Harding reviewed a proposal for an electronic message sign project that would be installed at city hall for the purpose of keeping citizens informed. He explained that it would be connected to our emergency backup generator to be able to post emergency information even if the power is out. CA Harding asked for input and direction to move forward with the project. It was Council consensus that CA Harding moves forward with the sign project.

Council reviewed a proposal for the electrical work at Maude's Village in Porter-Boone Park. CA Harding gave an overview of the project and the work included in the proposal. Councilor Seney moved to authorize staff to award the contract to Pacific Coast Electrical for Maude's Village electrical in the amount of \$40,950 from the general fund 010-804 with a 10% contingency for additional costs. Councilor Casarez seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick and Mayor Clevenger. No: None.)

City Administrator Report:

The city has received \$1,000,000 in grant funds from Marion County using ARPA funds to help construct our wastewater treatment facility. CA Harding told Council that staff will continue applying for multiple grant opportunities as they appear.

CA Harding stated that city hall still has at-home COVID tests that are available for our citizens and rural residents in our area. These were supplied by Marion County to be given out free, one per household.

The city received payment of \$65,000 from FEMA for the costs incurred to repair our parks after the ice storm in February of last year.

CA Harding informed Council he would be on vacation when the next Council meeting is scheduled. He suggested that they consider cancelling the February 28th meeting unless there were action items that need to be approved.

Aumsville Police Chief Richard (Rick) Schmitz will be retiring the end of April on his 26th anniversary of being hired by the City of Aumsville. CA Harding stated that Chief Schmitz has served the community well, and we wish him a happy retirement.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Mayor Clevenger asked if there were any reports or initiatives from Council. Councilor Casarez thanked CA Harding and staff for their dedication and tenacity in pursuing grant funds to help move projects through. He also stated that he appreciates the Mayor and Council for their part in making this happen.

CORRESPONDENCE: None

Mayor Clevenger adjourned the meeting without prejudice at 9:40 PM

Derek Clevenger, Mayor

Ron Harding, City Administrator

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8183

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Aumsville (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of the Aumsville Water System Improvement Engineering Services as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$300,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.
- C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:
 - (1) DAS has sufficient funds currently available for this Contract; and
 - (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the Aumsville Water System Improvement Engineering Services (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local government, as that term is defined in ORS 174.116, validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

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

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

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contactor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
 - (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. 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 Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract 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.

Notwithstanding the prior paragraph, 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 paragraph 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 paragraph 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.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.
- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

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



STATE OF OREGON
acting by and through its
Department of Administrative Services

CITY OF AUMSVILLE

By: _____
DAS Authorized Representative

George Naughton
DAS Chief Financial Officer

Date: _____

By: _____
Authorized Representative Signature

Authorized Representative Name and Title

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 1/5/2022
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS
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Contact Information:

<p>DAS</p> <p>State of Oregon, acting by and through its Department of Administrative Services 155 Cottage St. NE Salem, OR 97301-3966</p> <p>Contract Administrator: Stephanie Tyrer</p> <p>Telephone: 971-374-3308</p> <p>Email: statefiscal.recoveryfund@das.oregon.gov</p>	<p>Recipient</p> <p>City of Aumsville</p> <p>595 Main Street Aumsville Oregon 97325</p> <p>Contact: Ron Harding</p> <p>Telephone: 503-749-2030</p> <p>Email: rharding@aumsville.us</p>
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Use of Funds/ Project Description:

The Recipient shall complete design and bidding for improvements to the Recipient water system, including water tank and pump station and new well drilling and testing.

Reporting Requirements:

Schedule

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	45 days after the Effective Date
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	July 15 th

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

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

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

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

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	City of Aumsville
(ii) Subrecipient's Unique Entity Identifier (UEI):	957164742 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$300,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$300,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

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



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: Water System Improvements Proposal Westech

RECOMMENDATION: Approval of the proposal submitted by Westech Engineering for the Water Systems Improvements at the million-gallon reservoir and new well drilling. The proposal total is \$240,000 for the design and bidding of the new reservoir and booster pumps station and \$64,000 for the design bidding services for drilling and testing two new wells. Funds are available in the 024-626 Water SDC-Engineering/Survey/Project services funds with plans of using the \$300,000 appropriated from Senator Raquel Moore-Green's office to cover the services by Westech and complete the contract for the American Rescue Plan Act (ARPA) funds.

BACKGROUND: The City of Aumsville was appropriated \$300,000 of ARPA funds from Senator Raquel Moore-Green's office along with \$2.5 million from house bill 5006 with the help of Senators Deb Patterson and Raquel Moore-Green for water improvements.

Staff has previously brought to Council the goal of constructing a 1-million-gallon reservoir and pump station to mirror existing reservoir and pump station for redundancy, additional water storage, and to follow the recommendations of the 2015 Water Master Plan.

Westech has provided a proposal for the design and bidding services for this work. The proposal is split into two categories. The first being the million-gallon reservoir and booster stations project, and the second, the well drilling and testing phase. We separated these into two phases due to the long approval process of Water Resources for the wells. In the event the well approval process is delayed, we can allocate and construct the reservoir booster station using the House Bill 5006 funds which need to be allocated by 2024. We have already started some of the work on the new wells with the water rights transfer applications to help continue moving this forward as fast as possible.

After the completion of the proposed work by Westech the city will be able to award a contract for construction and begin the work. There is a fair amount of design and engineering work that needs to take place before these projects can be put out to bid for construction. We need to have the funds allocated by 2024 as part of the House Bill 5006.

There are several things that need to take place and below is a preliminary timeline of the work that will be completed by Westech as part of this proposal.

Task 1: New Million Gallon Tank and Booster Pump Station (\$240,000)

- 90% Plans, Specifications, & Estimate for City Review – October 31, 2022
- Submit Final Plans and Specifications to OHA for Plan Review – December 15, 2022
- Bidding Phase – February 2023

Task 2: Well Drilling and Test Pumping (\$64,000)

- 90% Plans, Specifications, & Estimate for City Review – October 31, 2023
- Submit Final Plans and Specifications to OHA for Plan Review – December 15, 2023
- Bidding Phase – February 2024

MOTION:

- Move to approve the Westech Engineering Proposal in the amount of \$240,000 for Task 1 Design and Bidding Services for new tank and pump station, and \$64,000 for Task 2 Design and Bidding Services for drilling and testing two new wells from fund 024-626 Water SDC-Engineering/Survey/Project Services Fund.
- Move to approve the Westech Engineering Proposal in the amount of \$240,000 for Task 1 Design and Bidding Services for new tank and pump station, and \$64,000 for Task 2 Design and Bidding Services for drilling and testing two new wells from fund 024-626 Water SDC-Engineering/Survey/Project Services Fund. With the following revisions:
 - Move to remand back to staff for revisions as directed.

January 7, 2022

Mr. Matthew Etzel
Aumsville Public Works
595 Main Street
Aumsville, Oregon 97325

RE: Water System Improvement Project Phase I and Phase 2A – Engineering Services Proposal
JO 2599.4040.0

Dear Matt:

Westech Engineering is pleased to offer to provide the City with the engineering services needed for improvements to the City's water system. The remainder of this letter proposal is divided into the following sections:

- Background Information/Project Understanding
- Special Considerations
- Project Team
- Scope of Work
- Fee Schedule

Short discussions on these matters follow.

BACKGROUND INFORMATION/PROJECT UNDERSTANDING.

The City recently completed a new water master plan. Three of the high priority projects included the construction of new water supply wells, a new ground storage tank, and a new booster pump station. In 2021, the City completed an evaluation of the City's water rights which showed that the City could drill new wells in the unconfined aquifer and withdraw additional water using the unused portions of the City's existing water rights. Based on this information, the City then completed a well siting study in 2021 that showed that two new wells located at the Porter Boone Park/Mill Creek Park site would be the best option for developing new water supplies under the City's existing water rights. Based on this conclusion, the City authorized Westech to prepare a water rights transfer application to add two new wells in the unconfined aquifer under the City's existing water rights. This work has started and the application should be submitted to the Oregon Water Resources Department in early 2022. At this time, the City would like to begin the design work for the two new wells, the new ground storage tank, and the new booster pump station. As further explained below, this proposal includes design and bidding services for the first two phases of a three-phase project. The three phases include the following.

- Phase I – New Storage Tank and Booster Pump Station
- Phase IIA – New Well Drilling and Test Pumping
- Phase IIB – New Well Development

This proposal includes the design and bidding services for Phase I and Phase IIA only. The design and bidding services for Phase IIB will be included in a future work effort for the reasons explained below. The design of the storage tank and booster pump station is relatively straight-forward and construction can be performed as a single project. The construction of new municipal water supply wells is typically a two-step process. The first step includes drilling and testing the wells. The second step includes installing the well pump, piping, and electrical controls. The

two-step process is necessary because it is not possible to accurately know the well yields and drawdown levels before the wells are drilled. Without accurate yield and drawdown information, it is not possible to properly select a well pump and the associated equipment. For this reason, this proposal only includes the design and bidding services for the well drilling and test pumping (Phase IIA). The pumps and associated equipment will be designed as part of a future work effort (Phase IIB) once the data from the test pumping is available. Therefore, the design work proposed herein includes the following items.

Phase 1: New 1,000,000 gallon Tank

- New welded steel, 1,000,000 gallon tank located west of the of the existing 1,000,000 gallon tank with the same finish floor and overflow elevations.
- New seismic valve on the tank outlet line.
- New booster pump station to pump water from the tanks into the distribution system. The station will be designed to pump a wide range of flowrates that may vary between small domestic demands and high fire flow demands. The pumps, piping, and controls will be located in a building adjacent to the new tank.
- A new master control system to control the new and old booster pump stations. The control system will be designed to control the pumps in both stations in a coordinated fashion as though they are one integrated pump station.
- Miscellaneous civil Improvements such as yard piping, access roadways, fencing, etc.
- Instrumentation for monitoring the water level in the tanks, pump discharge pressure, alarms, etc.
- Integration of all instruments into the City's existing SCADA system.

Phase IIA: Two New Water Supply Wells

- Two new water supply wells strategically located in Porter Boone Park and or Mill Creek Park. The improvements will include locating the wells, installing the casing, screens, filter packs (if needed), and test pumping the wells. As explained above, the installation of the well pumps, discharge piping, control systems, well buildings, etc., will be included in Phase IIB.

SPECIAL CONSIDERATIONS

While the final design for the proposed improvements is straightforward in many respects, there are several items that warrant special consideration to help ensure that the project is successful. Examples of items that deserve additional attention include the following.

- **Water System Modelling.** The City's water master plan included the construction of the new tank and pump station at a site located in the northwest portion of the City. The improvements proposed herein include locating the tank and booster station at an alternative location which is adjacent to the exiting ground storage tank. This alternate location represents a change in the overall hydraulics of the system from what is proposed in the City's water master plan. Therefore, we recommend the preparation of a hydraulic model to analyze the City's water system with the new tank and booster station near the ground storage existing tank. The purpose of the modelling effort will be to determine if any changes to the piping improvements listed in the City's water master plan are needed to ensure that the system can provide adequate fire and domestic demands with the tank and booster station at the alternate site near the existing tank. At this time, we have assumed that the modelling will show that only modest adjustments to the City's water master plan are needed and that it will be appropriate to

proceed with the design of the new tank and pump station at the alternate site. However, if the modelling reveals that the best location for the tank is indeed in the northwest portion of the City, we will need to revise this proposal accordingly. Task 1B.1 in Table 2 includes the proposed modelling effort. The primary deliverable will be a brief technical memorandum that summarizes the modelling results and any recommended changes (if any) to piping improvements listed in the City's water master plan. Depending on magnitude of the recommended changes, the City may want to eventually prepare an amendment to the water master plan. This can be done as a future work effort.

- Existing Raw Waterline.** The existing raw waterline used to convey water from the wells located at the Porter Boone Park to the tank site is an 8-inch diameter pipe that is relatively new. For this proposal, we have assumed that this pipe will be sufficient to also convey water from the two new wells. As such, our scope of work does not include a new pipeline from the well site to the tank site. As part of the 50% design task for the Phase I improvements, we will work with the City to determine if this assumption is appropriate. If it is decided that a new pipeline is needed, we can perform the design under an amendment to this work order.
- Maintaining Water Supply During Construction.** The City must be able to provide water to the community on a continuous basis during the construction of the new tank and booster pump station. This means that the contractor will have work around existing facilities, and the design must include any required temporary systems to ensure that the City can produce water at all times. It is imperative that the design of the improvements be prepared to facilitate the construction sequencing such that the facilities are out of service or impacted for as short a period as possible.

PROJECT TEAM

To provide the engineering services for this project, Westech has assembled a team of subconsultants that will work under our supervision. The team members along with their respective area of responsibility are listed in Table 1.

Table 1: Proposed Project Team	
Team Member	Area of Responsibility
Westech Engineering	Overall Project Management, Civil Engineering
Barker Surveying Company	Topographic Survey
GSI	Well Design
Geoengeers	Geotechnical Explorations and Engineering
MSC Engineers	Structural Engineering
Northwest Corrosion Consultants	Tank Coating System & Cathodic Protection Engineering
Landis Consulting	Electrical Engineering
MFIA	Mechanical Engineering

SCOPE OF WORK

Our proposed scope of work to complete the engineering services for this project is relatively straight-forward and includes the tasks and deliverables listed in following tables. Table 2 includes the scope of work for Phase I design

services. Table 3 includes the scope of work for Phase IIA design services. We anticipate the preparation of separate bid packages for each phase. Please note that the scope of work proposed herein only includes the preparation of the design documents (plans, specifications, & cost estimates) and assistance with the bidding process. Our proposed scope of work does not include services during the construction phase. Construction phase services will be performed under a separate work effort for which we will submit a separate proposal.

Table 2: Phase I - Tank and Pump Station Proposed Scope of Services	
Task 1A: Project Management	
Task 1A.1	Manage Subconsultants
Task 1A.2	Miscellaneous Design Team Meetings
Task 1A.3	In-house Project Management / Billings
Task 1A.4	QA/QC Review
<i>Task 1A Deliverables</i>	
<ul style="list-style-type: none"> • <i>Monthly invoices</i> 	
Task 1B: 50% Design	
Task 1B.1	Perform Water System Modelling
Task 1B.2	Perform geotechnical explorations and prepare geotechnical report.
Task 1B.3	Prepare 50% plans and submit to the City for review.
Task 1B.4	Prepare 50% cost estimate
<i>Task 1B Deliverables</i>	
<ul style="list-style-type: none"> • <i>Water System Modelling Results Technical Memorandum</i> • <i>Geotechnical Report</i> • <i>50% plans and construction cost estimate (5 hard copies and electronic copies in PDF format)</i> 	
Task 1C: 90% Design	
Task 1C.1	Provide 90% plans, specifications, and engineer's construction cost estimate. Submit to City for Review
<i>Task 1C Deliverables</i>	
<ul style="list-style-type: none"> • <i>90% plans, specifications, and construction cost estimate for (5 hard copies and electronic copies in PDF format)</i> 	
Task 1D: Final Plans	
Task 1D.1	Revise Design based on comments from the City. Provide final plans, specifications, and engineer's construction cost estimate suitable for bidding
Task 1D.2	Submit plans to Marion County for building permit plan review. Make any revisions needed to address review comments
Task 1D.3	Submit plans to the Oregon Health Authority for plan review. Make any revisions needed to address review comments
<i>Task 1D Deliverables</i>	
<ul style="list-style-type: none"> • <i>Final Bid-ready plans, specifications, and construction cost estimate (PDF format and one reproducible hard copy)</i> 	
Task 1E: Bidding Services	
Task 1E.1	Advertise the project for bids (City to pay advertising costs) and producing and distributing contract documents to plan centers and prospective bidders
Task 1E.2	Answer questions from suppliers and contractors, issuing clarifications and addenda as appropriate.
Task 1E.3	Conducting a pre-bid walkthrough meeting onsite for prospective bidders.
Task 1E.4	Open and analyze bids. Tabulate bid results and make recommendations for award to the City.
<i>Task 1E Deliverables</i>	
<ul style="list-style-type: none"> • <i>Addenda, bid tabulations, recommendation to award</i> 	

Table 3: Phase IIA – Drilling and Test Pumping Two New Wells Proposed Scope of Services	
Task 2A: Project Management	
Task 2A.1	Manage Subconsultants
Task 2A.2	Miscellaneous Design Team Meetings
Task 2A.3	In-house Project Management / Billings
Task 2A.4	QA/QC Review
<i>Task 2A Deliverables</i>	
<ul style="list-style-type: none"> • <i>Monthly invoices</i> 	
Task 2B: 50% Design	
Task 2B.1	Work with the City to identify potential well locations within the parks. Establish site-specific needs related to utility locates, site access, water management, erosion control, drill cuttings management, work hours, noise restrictions, and other logistical considerations.
Task 2B.2	Field verify that the selected well locations are able to meet regulatory setbacks and identify any other considerations for preparation of technical specifications and OHA Plan Review submittal.
Task 2B.3	Prepare 50% plans and submit to the City for review.
Task 2B.4	Prepare 50% cost estimate
<i>Task 2B Deliverables</i>	
<ul style="list-style-type: none"> • <i>50% plans and construction cost estimate (5 hard copies and electronic copies in PDF format)</i> 	
Task 2C: 90% Design	
Task 2C.1	Provide 90% plans, specifications, and engineer's construction cost estimate. Submit to City for Review
<i>Task 2C Deliverables</i>	
<ul style="list-style-type: none"> • <i>90% plans, specifications, and construction cost estimate for (5 hard copies and electronic copies in PDF format)</i> 	
Task 2D: Final Plans	
Task 2D.1	Revise Design based on comments from the City. Provide final plans, specifications, and engineer's construction cost estimate suitable for bidding
Task 2D.3	Prepare and submit Oregon Health Authority plan review submittal. Make any revisions needed to address review comments
<i>Task 2D Deliverables</i>	
<ul style="list-style-type: none"> • <i>Final Bid-ready plans, specifications, and construction cost estimate (PDF format and one reproducible hard copy)</i> 	
Task 2E: Bidding Services	
Task 2E.1	Advertise the project for bids (City to pay advertising costs) and producing and distributing contract documents to plan centers and prospective bidders
Task 2E.2	Answer questions from suppliers and contractors, issuing clarifications and addenda as appropriate.
Task 2E.3	Conducting a pre-bid walkthrough meeting onsite for prospective bidders.
Task 2E.4	Open and analyze bids. Tabulate bid results and make recommendations for award to the City.
<i>Task 2E Deliverables</i>	
<ul style="list-style-type: none"> • <i>Addenda, bid tabulations, recommendation to award</i> 	

FEE SCHEDULE.

Westech Engineering proposes to provide the services as outlined above on a lump sum basis for the following total fees.

Task 1: Design and Bidding Services for New Tanks and Pump Station - \$240,000

Task 2: Design and Bidding Services for Drilling and Testing Two New Wells \$64,000

The fee estimate is based on the project understanding and scope of work described above. Major changes to any of these items may result in the need for fee adjustments.

Not included in our scope are the following services.

- Agency review fees
- Preparation of legal descriptions
- Easement and/or ROW negotiations.
- Construction Services
- Landscape or irrigation design
- Sewer or Storm TV Inspection
- Cultural, Wetlands, or T&E Species Investigations
- Vacuum excavation or potholing for design verification
- Traffic Engineering
- SCADA Integration
- Public Presentations
- Land Use Applications

Any of the above services can be provided on a time and material basis as needed and requested, or we can assist the City with these additional tasks only to the extent requested or required by the City.

If the City decides to proceed with the work scope summarized herein, we assume the City will authorize us to proceed with these services under our existing city engineering contract (we will provide separate invoices for this work to allow the City to accurately track costs).

Upon your authorization to proceed, we are prepared to start work immediately. This proposal is valid for 6 months from today's date.

We appreciate the opportunity to present this engineering services proposal to the City. We look forward to working with the City on this important project. If you have any questions or require any additional information, please do not hesitate to contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Christopher J. Brugato, P.E.

cjb

The parties hereto agree to the work effort and conditions described above with all terms and conditions in accordance with the City Engineer of Record Services Contract between the City of Aumsville and Westech Engineering, Inc. dated 3/9/2019.

The City of Aumsville

Organization

Signature

Date

Typed or Printed Name



CITY OF AUMSVILLE
595 Main Street | Aumsville, Oregon 97325
(503) 749-2030 | www.aumsville.us

STAFF REPORT

DATE: March 14, 2022
TO: City of Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: Veteran's Memorial

RECOMMENDATION: Approve the purchase of the Veteran's Memorial from Randy Rose collection Inc for \$38,000. The piece is titled Celebrate Diversity.

BACKGROUND: The City applied for a grant to install a Veteran's Memorial in front of City Hall. City staff worked with the Stayton area VFW and the Local Exchange Club to review different designs and cost ranges before settling on the piece from Randy Rose, depicting five children pledging allegiance to the American flag. Our concept is to install a plaque to monument as part of this project to honor all of those who have served our country. This will be staged facing the flag at City Hall. The project total is estimated to be around \$62,000, and the City received a grant award for \$48,700. The remaining cost will be matched by the City. City Council previously approved this concept and selected the statues. These statues are proprietary to the artist, so once selection was completed, we basically approved the purchase from the artist.

CURRENT SITUATION:

The statues will need to be cast from the artist, Randy Rose. They require 50% of the funds in advance to have the piece created. This process takes several months to complete. Staff would recommend taking these funds from 019-804 which is our general fund capital expenditure for now. We will need to process a budget amendment later for this installment in order to complete all our projects.

MOTION:

- I move to authorize the purchase of the Veterans' Memorial bronze statues from Randy Rose INC. in the amount of \$38,000, 50% to be paid now with the balance due on completion.
- I move to authorize the purchase of the Veterans' Memorial bronze statues from Randy Rose INC. in the amount of \$38,000, 50% to be paid now with the balance due on completion with the following conditions.
- Remand back to staff to provide additional research or modification.



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org



March 2, 2022

Ron Harding
City of Aumsville
595 Main St
Aumsville, OR 97325

Dear Ron:

Congratulations! Your application for a 2022 Memorial has been funded for the amount and purpose listed below.

Grant Amount: \$48,700

Grant No.: VWM-22-01

Start Date: 4/1/2022

End Date: 12/1/2023

Summary: Create and install a veterans memorial at City Hall in Aumsville to honor Santiam Canyon veterans.

Enclosed are two copies of your grant agreement. Carefully review the scope of work and requirements for each category to be sure they are summarized correctly. Have the authorized person sign both copies and return both copies to us. The signed agreements must be returned to our office within 30 days; if not returned in that period, it will be assumed that you are not accepting the grant award. We will return a signed copy and grant reporting information at that time.

I am looking forward to working with you. Please let me know if you have any questions, and, again, congratulations and best wishes for a successful project.

Kuri Gill

Grant and Outreach Coordinator

(503) 986-0685

kuri.gill@opr.d.oregon.gov

enclosures

Grant Agreement 2022 Memorial (VWM-22-01)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the "State" and:

City of Aumsville
595 Main St
Aumsville, OR 97325

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended in writing, the Project shall be completed by 12/1/2023. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.
3. **GRANT FUNDS:** The State agrees to pay the Grantee a maximum reimbursement amount of \$48,700 for costs authorized under this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**

Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions


In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
Ron Harding	Ron Harding	Kuri Gill
City of Aumsville	City of Aumsville	Grant and Outreach Coordinator
595 Main St	595 Main St	Oregon Heritage
Aumsville, OR 97325	Aumsville, OR 97325	Oregon Parks & Recreation Dept
503 749-2030	503 749-2030	725 Summer St NE, Suite C
rharding@aumsville.us	rharding@aumsville.us	Salem, OR 97301
		(503) 986-0685
		kuri.gill@oprds.org

5. **SIGNATURES:**

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

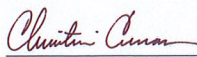
GRANTEE: 
Ron Harding (Mar 2, 2022 16:24 EST)

 Signature, Authorized Representative
Ron Harding **City administrator**

 Name and Title of Signer (Type or Print)

03/02/22

Date

STATE: 

 Christine Curran, Deputy State Historic Preservation Officer
 OPRD Heritage Programs

03/03/22

Date

Attachment A -- Scope of Work

2022 Memorial Aumsville Veterans Memorial (VWM-22-01)

Grantee: City of Aumsville

Grant Amount: \$48,700 **Match Amount:** \$12,300

Project Summary: Create and install a veterans memorial at City Hall in Aumsville to honor Santiam Canyon veterans.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. Veteran Memorial	
Staff/Personnel	\$11,000
Materials and Equipment	\$50,000
	<hr/>
Total:	\$61,000
	<hr/>
Total Project Budget:	\$61,000

WORK DESCRIPTION

1. Veteran Memorial **\$61,000**

Products:

Create and install a veterans memorial at City Hall in Aumsville to honor Santiam Canyon veterans. - Install monument - Install statues - Install flagpole

Standards and Provisions:

- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to starting the project, the grant recipient must submit a work plan for the project to Heritage Programs and receive written approval of that work plan. If the work plan matches the grant application, an email indicating that is the plan sufficient.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and OPRD grant support.
- Credit must be given to the Oregon Parks and Recreation Department in brochures, news releases, programs, publications, and other printed materials.
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

Attachment B
Standard Terms and Conditions – Veterans and War Memorials Grants

1. **Authority:** ORS 390.124 authorizes the Oregon Parks and Recreation Department to expend funds for Veterans and War Memorials throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grant Recipient shall receive approval on a final work plan in writing from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 56.
5. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grant Recipient shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
6. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
7. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
8. **Reporting:** Grantee shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
9. **Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six-month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.
10. **Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.
11. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Veterans and War Memorials Grant program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, at and rate used for match to be eligible.
12. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. OPRD shall pay Grantee upon OPRD's approval of Grantee's invoices submitted to OPRD for completed services and deliverables, but only after OPRD has determined that Grantee has completed, and OPRD has accepted, the invoiced services. Advance payments may be provided under conditions outlined in the grant guidelines, located on the OPRD website. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid- Project reimbursement for costs accrued to date.
13. **Invoices and Payments:** Invoices submitted for payment must include OPRD's grant agreement number. Grantee shall submit invoices requesting payment to OPRD's Contract Administrator for approval or as may be otherwise designated through written notice.
14. **Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a completed Grant Impact and Evaluation Form (located in the Grant Guidelines), a Final Reimbursement Request and five to ten digital pictures

of the completed project site to OPRD within 45 days of the Project Completion Date and by the grant deadline.

15. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
16. **Indemnity Clause: The Grantee shall defend, save, and hold harmless State and, its officers, agents, employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of the Grantee or its contractors, agents or employees under this Agreement.**
17. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

18. **Governing Law:** 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. 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. 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. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

19. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
20. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
21. **No Third-Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified herein and expressly described as intended beneficiary of the terms of this Agreement, or given specific authority under the Agreement.
22. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
23. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."
24. **Memorial Maintenance:** The Grant Recipient agrees to the memorials siting and maintenance for 20 years from completion of the grant project.
25. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
26. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
27. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Randolph Rose Collection, Inc.
 500 Nepperhan Ave
 Yonkers, NY 10701
 (914) 423-2047
 Info@RandolphRose.com
 www.RandolphRose.com



Invoice

**RANDOLPH ROSE
 COLLECTION**

the art of bronze

BILL TO

City of Aumsville
 C/O Ron Harding
 595 Main St
 Aumsville, OR 97325

SHIP TO

City of Aumsville
 C/O Ron Harding
 595 Main St
 Aumsville, OR 97325

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
Y5466	03/09/2022	\$38,000.00	Check to be sent	

SHIP VIA

Truck

EMAIL

rharding@aumsville.us

PHONE

503-749-2030

DESCRIPTION	QTY	RATE	AMOUNT
Bronze:Children RG1661 CELEBRATE DIVERSITY - PLEDGE OF ALLEGIANCE BRONZE STATUE SET OF FIVE Custom Made to Order by the Lost Wax Casting Method.	1	38,000.00	38,000.00
Delivery Insured Shipping by truck. Cost to be advised after statues are cast and we have the exact weight. Approximate cost 5-8%	1	0.00	0.00
Refinishing Custom Mounting Brackets under base of each statue No Charge Per Jordan	1	0.00	0.00
Terms: Initial payment of \$10,000 to reserve price and secure the cost of material. Remaining deposit of \$9,000 to initiate casting Balance when ready to ship.			

Thank You For Your Business!

SUBTOTAL	38,000.00
TAX	0.00
TOTAL	38,000.00
BALANCE DUE	\$38,000.00

Please Sign Here: _____

Date: _____

Final sale. Minimum 50% deposit required on all orders unless noted above. Upon failure to pay, purchaser will be responsible for collection costs, including legal Fees. This order is non-cancellable. Upon receipt of merchandise, purchaser shall immediately notify Randolph Rose Collection of any defect in merchandise. Failure to notify the Randolph Rose Collection within 7 days is deemed to be a waiver of claim with respect to such defect.



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: Ron Harding, City Administrator
 Joshua Hoyer, Finance Officer

Date: March 14, 2022 City Council Meeting

SUBJECT: Budget Amendments

RECOMMENDATION: Staff requests authorization to process a budget amendment to account for a new OPRD Grant award.

BACKGROUND: The City has been awarded a grant from the Oregon Parks and Recreation Department (OPRD), for the purpose of building a veterans’ memorial at City Hall. \$48,700 in total has been awarded, which will cover a large portion of the project costs. This grant and the related project were not anticipated in the budget, so an amendment is needed in order to appropriate the revenues for expenditure.

CURRENT SITUATION: ORS 294.338(2) authorizes appropriation of unanticipated specific purpose grants by resolution of the governing body.

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

GENERAL FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
Miscellaneous Grants (010-424)	68,516	48,700	117,216
Resources	2,295,284	48,700	2,343,984
Capital Projects (010-804)	128,316	48,700	177,016
Requirements	2,295,284	48,700	2,343,984

Council Options

1. Approve Resolution 03-22 A RESOLUTION AUTHORIZING 2021-2022 BUDGET AMENDMENT IN THE GENERAL FUND as outlined.
2. Reject Resolutions 03-22.
3. Remand Resolution to staff for revision.

MOTION: *I move to approve Resolution 03-22 as presented by staff.*

RESOLUTION NO. 03-22

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

WHEREAS, the City has been awarded specific purpose grants from Oregon Parks and Recreation Department totaling \$48,700 for the construction of a veterans’ memorial at City Hall; and

WHEREAS, these resources were not originally anticipated in the 2021-2022 fiscal year budget; and

WHEREAS, ORS 294.338 grants local governments authority to appropriate specific purpose grant resources via resolution, without additional hearings;

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

GENERAL FUND			
	Current Appropriations	Change in Appropriations	Amended Appropriations
RESOURCES	2,295,284	48,700	2,343,984
ADMINISTRATION	781,032	48,700	779,982
TOTAL REQUIREMENTS	2,295,284	48,700	2,343,984

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

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 14TH DAY OF MARCH, 2022.

Derek Clevenger, Mayor

ATTEST:

Ron Harding, City Administrator



CITY OF AUMSVILLE
595 Main Street | Aumsville, Oregon 97325
(503) 749-2030 | www.aumsville.us

STAFF REPORT

DATE: March 14, 2022
TO: City of Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: Highberger Park Development Project

RECOMMENDATION: To approve Resolution No. 02-22 to apply to Oregon Parks and Recreation Department Local Government Grant Program to build restrooms, a small children's playground, and exercise equipment in Highberger Park.

BACKGROUND: City Staff continues to seek new grant opportunities to meet current and future needs of our community as identified in the City's Park Master Plan. As stated in the Master Plan, the priorities regarding Highberger Park and the 0.15 acre parcel of land (acquired in 2016) are as follows: 1. Build a restroom at the Willamette Street entry to Highberger Park, 2. Develop fitness stations along the Highberger Park recreational trail, 3. Restore native plants in the riparian area at the west end of the Park. Although not listed in the needed improvements, it has become clear that a small children's playground would have a tremendously positive impact in serving neighborhood and community youth as children are frequently playing in neighborhood streets. City Staff has determined that this opportunity to secure funding for the Highberger Park Development Project is of high priority. The grant application due date for this year is April 1st. One element required for the grant application is a resolution supporting the application and project from City Council.

CURRENT SITUATION: The proposed Highberger Park Development Project includes the installation of a restroom(s), a small children's playground, and exercise equipment along the walking path and/or in the vacant grass area (space permitting), and restoration of native plants; all of which meet high priority needs identified through the public outreach process conducted in the development of the Park Master Plan, as well as many of the Statewide, County, and Rural priorities identified in the 2019-2023 SCORP. Pending approval by the Council, we will apply for a grant with a maximum award of \$750,000. With our population being under 5,000, required match in-kind by the City is 20%. Staff is planning on applying for a grant of up to \$350,000. At this time, we have a price quote for the restroom, which is the highest priority installation. Estimated material cost for the restroom is \$127,000 (single restroom). Should our application be successful, we will provide City Council a detailed plan and budget for completion of the project. Any funds awarded beyond this amount would be put towards exercise equipment, children's playground, and native plant restoration as funding allows.

MOTION:

- I move to approve Resolution No. 02-22 A Resolution Authorizing and Supporting the City of Aumsville Application for Oregon Parks and Recreation Department Local Government Grant for Development of Highberger Park as presented by staff.
- I move to approve Resolution No. 02-22 A Resolution Authorizing and Supporting the City of Aumsville Application for Oregon Parks and Recreation Department Local Government Grant for Development of Highberger Park with modifications.
- Remand back to staff to provide additional research or modification.

RESOLUTION NO. 02-22

A RESOLUTION AUTHORIZING AND SUPPORTING THE CITY OF AUMSVILLE APPLICATION FOR OREGON PARKS AND RECREATION DEPARTMENT LOCAL GOVERNMENT GRANT FOR DEVELOPMENT OF HIGHBERGER PARK.

WHEREAS, on March 14, 2022 the Aumsville City Council directed staff to proceed with the Oregon Parks and Recreation Department Highberger Park application for the Local Government Grant Program; and

WHEREAS, the City of Aumsville will be submitting an application to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements, and enhancements; and

WHEREAS, the City Council has identified the necessity of development of Highberger Park as a priority recreation need in the City of Aumsville; and

WHEREAS, The City of Aumsville has available, in the Park and General Government Funds for the 20% grant match for the proposed cost of said improvements. The Park Fund budget's priority is operating and maintenance costs, and this grant would provide the existing residents' cost share of park improvements; and

WHEREAS, the City of Aumsville hereby certifies that the City Administrator is authorized to sign all documents pertaining to city business, and that the matching share for this application is readily available at this time, now therefore;

BE IT RESOLVED that the Aumsville City Council supports the City Administrator's authorization to apply for Local Government Grants from the Oregon Parks and Recreation Department for the purpose of development of Highberger Park.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 14TH DAY OF MARCH, 2022.

Derek Clevenger, Mayor

ATTEST:

Ron Harding, City Administrator



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

STAFF REPORT

DATE: March 1, 2022
TO: City of Aumsville City Council
FROM: Steve Oslie, Public Works Director
SUBJECT: Safety Manual Inclusions

Recommendation: Approval of the Heat Illness Prevention Plan and Wildfire Smoke Policy into the Aumsville Safety Manual.

Background: Extreme heat and wildfires have been increasing in the past several years. This has caused concern with the Oregon Occupational Health and Safety Administration (OR OSHA). OR OSHA has made new requirements for employers to have plans and policies to protect their workers from these hazards.

Heat Illness Prevention Plan

Protect our workers from the hazards of working in hot environments by being aware of temperature, humidity, level of activity, and signs of illness.

Wildfire Smoke Policy

Protect workers from the particulates and chemicals associated with wildfire smoke and provide respiration protection at determined levels.

The Aumsville City Council is the body that approves the safety manual and these need to be approved for inclusion into the manual.

MOTION:

- Move to approve the inclusion of the Heat Illness Prevention Plan and the Wildfire Smoke Policy into the Aumsville Safety Manual
- Move to remand back to staff for revisions as directed



WILDFIRE SMOKE POLICY

PURPOSE

In Oregon, wildfire smoke can have an impact on worksites across the state.

OR/OSHA requires employers to protect workers when the air is unhealthy due to wildfire smoke.

SCOPE

This plan implements efficient and safe work practices that will prevent respiratory illness among employees at our workplace. It will be used for training new employees and for the annual refresher training of employees. All employees potentially exposed to hot working environments are subject to his plan.

BACKGROUND

The following are what the City of Aumsville workers need to know about the city's requirements to protect them. Wildfire smoke contains many hazardous chemicals but the main harmful pollutant for people who are not close to the fire is particulate matter. Tiny liquid and solid particles are suspended in the air. The tiniest airborne particulate matter is called PM2.5 because they are 2.5 micrometers in diameter or smaller. To put that in perspective, the average human hair is about 70 micrometers in diameter. That's about 30 times bigger than these fine particles from wildfire smoke. PM2.5 particles and droplets stay in the air longer and are usually the most harmful. They can get into your lungs and even be absorbed into the bloodstream. They can irritate the lungs and cause persistent coughing, phlegm, wheezing, or difficulty breathing. They can also cause more serious problems such as reduced lung function, bronchitis, worsening of asthma, and heart failure. OR/OSHA has a regulation to protect workers from wildfire smoke.

Oregon OSHA Administrative Order 9-2021, adopted August 3, 2021, effective August 9, 2021. Workers are not covered under this regulation if they work in a structure or vehicle where the air is filtered through a mechanical ventilation system and the employer ensures that the window and kept closed, except when it is necessary to open doors to enter or exit.

RESPONSIBILITIES

This regulation requires employers to train and protect their workers from the effects of wildfire smoke when the employer should reasonably anticipate that the employees may be exposed to wildfire smoke and the current air quality index or AQI for PM2.5 is 101 or higher. The rule explicitly allows employers to avoid the training requirement by determining in advance that they will suspend affected operations if the AQI is at or above 101.

The AQI can be found on the internet at AirNow.gov or aqicn.org.

The city will make respirators available to all employees,

- For voluntary use when the AQI equals or exceeds 101. At this level, the city must develop and implement a system to communicate wildfire smoke hazards with employees.
- When the AQI is at or above 201, the rule requires the use of feasible engineering or administrative controls such as buildings or vehicles with filtration systems or change work schedules.

- When that AQI equals or exceeds 501, the city must ensure that employees wear NIOSH-approved respirators and implement a complete Respiratory Protection Program, already adopted in our safety manual.

Respirators are to be fit tested, per the manufacturer's recommendation. Respirators are to be replaced after each 8-hour shift or when breathing becomes difficult.



Heat Illness Prevention Plan

PURPOSE

The purpose of this plan is to protect our employees from the hazards of hot working environments. Work activities that could potentially expose our employees to these hazards include:

- All Public Works duties, Parks, Water, Sewer, and Streets maintenance that is done in the outdoors.
- All Police Department work done outdoors

SCOPE

This plan implements efficient and safe work practices that will prevent both indoor and outdoor heat-related illnesses among employees at our workplace. It will be used for training new employees and for the annual refresher training of employees. All employees potentially exposed to hot working environments are subject to this plan.

BACKGROUND

Heat-related illnesses can happen if workplace activities in a hot environment overwhelm the body's ability to cool itself. This becomes more likely if any of the risk factors are present. Examples include working in a hot environment without adequate access to water for rehydration, working in protective gear that does not allow air circulation across the skin, or working where the humidity is too high for sweat to evaporate.

RISK FACTORS

The following are environmental risk factors for heat illness (see heat index on Page 4):

- Air temperature above 90 degrees F.
- Relative humidity above 40 percent
- Radiant heat from the sun and other sources
- Conductive heat sources such as dark-colored work surfaces
- Lack of air movement
- Physical effort needed for the work
- Use of non-breathable protective clothing and other personal protective equipment

The following are personal risk factors for heat illness:

- Lack of acclimation to warmer temperatures
- Poor general health
- Dehydration
- Alcohol consumption
- Caffeine consumption
- Previous heat-related illness
- Use of prescription medications that affect the body's water retention or other physiological responses to heat such as beta blockers, diuretics, antihistamines, tranquilizers, and antipsychotics.

[NIOSH HEAT STRESS APP](#)

HEAT-RELATED ILLNESSES

- Heat rash is the most common health problem in hot work environments. It is caused by sweating and looks like a red cluster of pimples or small blisters. Heat rash usually appears on parts of the body that overlap or rub other parts of the body, such as in the groin area, under the arms or breasts, and in knee or elbow creases. If an employee has symptoms of heat rash, provide a cooler, less humid work environment, if possible. Advise the employee to keep the area dry and not to use ointments and creams that make the skin warm or moist, which can make the rash worse.
- Heat exhaustion can best be prevented by being aware of one's physical limits in the hazardous environment on hot, humid days. The most important factor is to drink enough clear fluids (especially water, not alcohol or caffeine) to replace those lost to perspiration. Signs and symptoms of heat exhaustion typically include:
 - Profuse sweating
 - Weakness and fatigue
 - Nausea and vomiting
 - Muscle cramps (associated with dehydration)
 - Headache
 - Light-headedness or fainting; fainting or loss of consciousness is potentially serious and should be treated as a medical emergency.

When you recognize heat exhaustion symptoms in an employee, you must intervene; stop the activity, and move the employee to a cooler environment. Cooling off and rehydrating with water (or electrolyte-replacing sports drinks) is the cornerstone of treatment for heat exhaustion. If the employee resumes work before their core temperature returns to normal levels, symptoms may quickly return.

If there is no intervention and the body's temperature regulation fails, heat exhaustion can rapidly progress to heat stroke, a life-threatening condition!

- Heat stroke requires an immediate emergency medical response. The person may stop sweating, become confused or lethargic, and may even have a seizure! The internal body temperature may exceed 106 degrees F. Signs and symptoms of heat stroke typically include:
 - Absence of sweating
 - Dry skin
 - Agitation or strange behavior
 - Dizziness, disorientation, or lethargy
 - Seizures or signs that mimic those of a heart attack

Ensure that emergency responders are summoned immediately if heat stroke is suspected. While waiting for emergency responders to arrive, cool the employee; move the employee to an air-conditioned environment or a cool, shady area; and help the employee remove any unnecessary clothing. Do not leave the employee unattended. Heat stroke requires immediate medical attention to prevent permanent damage to the brain and other vital organs that can result in death.

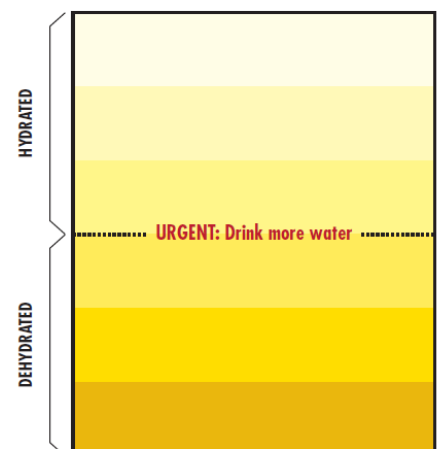
Heat index	Risk level	Protective measure
Less than 91°F (33°C)	Lower (caution)	Basic health and safety planning
91°F to 103°F (33°C to 39°C)	Moderate	Implement precautions and heighten awareness
103°F to 115°F (39°C to 46°C)	High	Additional precautions to protect workers
Greater than 115°F (46°C)	Very high to extreme	Even more aggressive protective measures

PREVENTING HEAT-RELATED ILLNESSES

- Gradually increase workloads and allow more frequent breaks during the first week of work so that employees become acclimatized to higher temperatures, especially those who are new to working in the heat or have been away from that work for a week or more.
- Encourage employees to frequently drink small amounts of water before they become thirsty to stay hydrated. During moderate activity, in moderately hot conditions, employees should drink about 8 ounces of liquid every 15 to 20 minutes. Employees can monitor their hydration with a urine chart. Urine should be clear or slightly colored; dark urine is a warning sign! See urine color chart.
- Encourage employees to eat regular meals and snacks as they provide enough salt and electrolytes to replace those lost through sweating as long as enough water is consumed.

Urine Color Chart

Are you hydrated?



- Provide a buddy system where employees encourage each other to drink water, use shade to stay cool, and to watch each other for symptoms of heat-related illness.
- Educate employees that drinking extreme amounts of water can also be harmful (more than 12 quarts in a 24-hour period).
- Schedule frequent rest periods with water breaks in shaded or air- conditioned recovery areas. Note that air conditioning does not result in loss of heat tolerance.
- Ensure employees are aware of the signs of heat-related illnesses
- and encourage them to report immediately they or their co-workers show symptoms.
- Monitor weather reports daily and reschedule jobs with high heat exposure to cooler times of the day, if possible. Be extra vigilant when air temperatures rise quickly. When possible, schedule routine maintenance and repair projects for the cooler parts of the year.
- Provide shade or cool areas for breaks

Water is located throughout the work area. Locations include:

- In the Police Department
- In the Public Works Shop
- At City Hall

Shade or cooling areas are located:

- City Hall
- Community Center
- Public Works Shop
- Police Department

Other measures we will follow to prevent heat-related illness at our workplace are:

- Altering work assignments to different days if allowed.
- Altering work schedules to come in early and leave early to accomplish work during cooler hours of hot days
- If an emergency repair is to be done, set up a pop-up tent to help provide shade.
- Store cold water in service trucks and police cars.

Our company is serious about preventing heat-related illness and we have adopted the following best practices from Appendix A: 5

RESPONSIBILITIES:

All employees are responsible for protecting themselves from heat illnesses by following these guidelines for prevention and immediately reporting any signs or symptoms to their supervisor.



Public Works Director, Police Chief, or City Administrator is responsible for conducting initial training with employees and for the annual refresher training.

The Safety Committee and Department Heads are responsible for administering the provisions of this plan.

HEAT INDEX

		Relative Humidity (%)																			
		5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
80	77	78	78	79	79	79	80	80	80	81	81	82	82	83	84	84	85	86	86	87	87
81	78	79	79	79	79	80	80	81	81	82	82	83	84	84	85	86	86	87	88	90	91
82	79	79	80	80	80	80	81	81	82	83	84	85	86	87	88	89	90	91	93	95	99
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84	80	81	81	81	82	82	83	83	84	85	86	88	89	90	92	94	96	98	100	103	
85	81	81	82	82	82	83	84	84	85	86	88	89	91	93	95	97	99	102	104	107	
86	81	82	83	83	83	84	85	85	87	88	89	91	93	95	97	100	102	105	108	112	
87	82	83	83	84	84	85	86	87	88	89	91	93	95	98	100	103	106	109	113	116	
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90	84	85	86	86	87	88	89	91	92	95	97	100	103	106	109	113	117	122	127		
91	85	86	87	87	88	89	90	92	94	97	99	102	105	109	113	117	122	126	132		
92	86	87	88	88	89	90	92	94	96	99	101	105	108	112	116	121	126	131			
93	87	88	89	89	90	92	93	95	98	101	104	107	111	116	120	125	130	136			
94	87	89	90	90	91	93	95	97	100	103	106	110	114	119	124	129	135	141			
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97	90	91	93	94	95	97	100	103	106	110	114	119	125	130	136	143	150				
98	91	92	94	95	97	99	102	105	109	113	117	123	128	134	141	148					
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100	93	94	96	97	100	102	106	109	114	118	124	129	136	143	150	158					
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103	95	97	99	101	104	108	112	116	122	127	134	141	148	157	165						
104	96	98	100	103	106	110	114	119	124	131	137	145	153	161							
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107	99	101	104	107	111	116	121	127	134	141	149	157	167								
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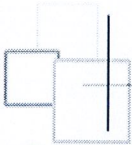
Heat Index

Extreme Danger	Heat stroke likely.
Danger	Sunstroke, muscle cramps, and/or heat exhaustion likely. Heatstroke possible with prolonged exposure and/or physical activity.
Extreme Caution	Sunstroke, muscle cramps, and/or heat exhaustion possible with prolonged exposure and/or physical activity.
Caution	Fatigue possible with prolonged exposure and/or physical activity.

APPENDIX A BEST PRACTICES COULD INCLUDE PROVIDING EMPLOYEES WITH:

1. Containers that hold ice or otherwise keep drinking water and other beverages cold.
2. Chilled beverages such as electrolyte type sports drinks. Discourage caffeine consumption.
3. Cold treats at break time such as popsicles, ice cream, or fruit with high water content (watermelon, grapes, oranges).
4. A cooling trailer with conditioned air and cold water to consume.
5. Cooling tents with mist, fan, and cold water to consume.
6. Heat-reflective work clothing such as light-colored, breathable uniforms.
7. Evaporative accessories (cooling neck wraps, head bands)
8. Cooling vests designed to safely use ice packs.
9. Ventilated PPE (high-visibility garments or powered air purifying respirators, if appropriate)
10. Cell phone text orders from supervisor to stop and rest in shade and drink.



Payroll Register

City of Aumsville

Fiscal: 2021-22
Deposit Period: 2021-22 - February
Check Period: 2021-22 - February - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>55302</u>	DEPARTMENT OF REVENUE	2/15/2022	\$459.35
<u>Direct Deposit Run - 2/11/2022</u>	Payroll Vendor	2/15/2022	\$36,560.20
<u>EFT 2282022</u>	PERS	2/15/2022	\$13,325.28
<u>EFT 45370211</u>	Oregon Department of Revenue	2/15/2022	\$3,775.77
<u>EFT 71963797</u>	EFTPS	2/15/2022	\$13,354.74
<u>EFT HSA2152022</u>	HSA Bank	2/15/2022	\$1,062.50
<u>EFT OSGP2152022</u>	VOYA - STATE OF OREGON - LG#:2234	2/15/2022	\$590.00
<u>EFT V2152022</u>	Valic	2/15/2022	\$575.00
<u>HDSHP DON 2152022</u>	CITY OF AUMSVILLE	2/15/2022	\$101.47
	Total	Check	\$69,804.31
	Total	9001000967	\$69,804.31
	Grand Total		\$69,804.31

Accounts Payable Register

City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - February

Check Period: 2021-22 - February - Second Council

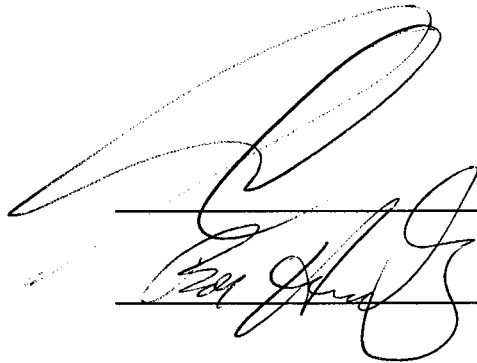
Riverview Community Bank

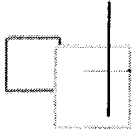
9001000967

Check

<u>55303</u>	ARETE ADVISORS LLC	2/16/2022	\$26.00
<u>55304</u>	AUMSVILLE ACE HARDWARE	2/16/2022	\$148.97
<u>55305</u>	BIO-MED TESTING SERVICE INC	2/16/2022	\$40.00
<u>55306</u>	COMPLETE WIRELESS SOLUTIONS	2/16/2022	\$1,075.20
<u>55307</u>	DAN'S LEAK DETECTION LLC	2/16/2022	\$3,750.00
<u>55308</u>	DAVISON AUTO PARTS INC	2/16/2022	\$81.44
<u>55309</u>	FERGUSON WATERWORKS #3011	2/16/2022	\$1,953.96
<u>55310</u>	GRAINGER	2/16/2022	\$37.56
<u>55311</u>	KNIFE RIVER	2/16/2022	\$212.30
<u>55312</u>	OWEN EQUIPMENT COMPANY	2/16/2022	\$244.71
<u>55313</u>	PARSONS DESIGNS LLC	2/16/2022	\$294.00
<u>55314</u>	PLATT ELECTRIC SUPPLY	2/16/2022	\$60.50
<u>55315</u>	STATESMAN JOURNAL	2/16/2022	\$23.91
<u>55316</u>	TRAFFIC SAFETY SUPPLY CO., INC.	2/16/2022	\$647.05
<u>55317</u>	VALLEY 5 ELECTRICAL SERVICES LLC	2/16/2022	\$887.50
<u>55318</u>	VALLEY AGRONOMICS LLC	2/16/2022	\$723.50
<u>EFT Payment 2/16/2022 1:02:18 PM - 1</u>	PACIFIC OFFICE AUTOMATION	2/16/2022	\$86.70
<u>EFT Payment 2/16/2022 1:02:18 PM - 2</u>	REPUBLIC SERVICES #456	2/16/2022	\$60.00
<u>EFT Payment 2/16/2022 1:02:18 PM - 3</u>	RIVERVIEW COMMUNITY BANK	2/16/2022	\$6,285.19

Total	Check	\$16,638.49
Total	9001000967	\$16,638.49
Grand Total		\$16,638.49





Payroll Register

City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - February

Check Period: 2021-22 - February - Second Council

Riverview Community Bank

9001000967

Check

55320

Direct Deposit Run - 2/25/2022

EFT 3052022

EFT 3112022

EFT 3152022

EFT 62698960

EFT 82370225

EFT HSA2282022

EFT OSGP2282022

EFT V2282022

DEPARTMENT OF REVENUE

Payroll Vendor

CIS TRUST

PERS

AFLAC

EFTPS

Oregon Department of Revenue

HSA Bank

VOYA - STATE OF OREGON - LG#:2234

Valic

2/28/2022

2/28/2022

2/28/2022

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2/28/2022

2/28/2022

2/28/2022

\$459.35

\$35,482.98

\$29,624.91

\$13,140.75

\$741.28

\$12,950.12

\$3,694.32

\$1,062.50

\$590.00

\$575.00

Total	Check	\$98,321.21
Total	9001000967	\$98,321.21
Grand Total		\$98,321.21

Accounts Payable Register

City of Aumsville

Fiscal: 2021-22

Deposit Period: 2021-22 - February

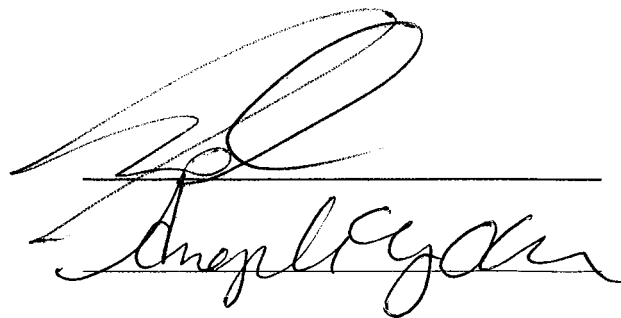
Check Period: 2021-22 - February - Second Council

Riverview Community Bank

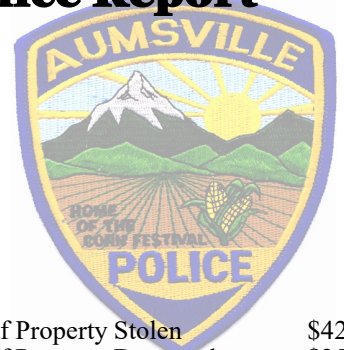
9001000967

Check

<u>55321</u>	AIRGAS USA, LLC	2/28/2022	\$1,595.66
<u>55322</u>	ARETE ADVISORS LLC	2/28/2022	\$275.00
<u>55323</u>	BIOLYNCEUS BIOLOGICAL SOLUTIONS, LLC	2/28/2022	\$2,149.40
<u>55324</u>	CANYON CONTRACTING LLC	2/28/2022	\$1,809.00
<u>55325</u>	DAVISON AUTO PARTS INC	2/28/2022	\$67.86
<u>55326</u>	LINDA DUNLAP	2/28/2022	\$7.71
<u>55327</u>	METCOM 9-1-1	2/28/2022	\$8,031.67
<u>55328</u>	MICHAEL JONES	2/28/2022	\$17.99
<u>55329</u>	MNOP	2/28/2022	\$468.63
<u>55330</u>	OFFICE DEPOT, INC	2/28/2022	\$221.94
<u>55331</u>	OREGON ASSOC CHIEFS OF POLICE	2/28/2022	\$68.66
<u>55332</u>	OREGON DEPARTMENT OF REVENUE	2/28/2022	\$1,414.65
<u>55333</u>	OREGON WATER RESOURCES DEPARTMENT	2/28/2022	Void
<u>55334</u>	Randy's Towing	2/28/2022	\$100.00
<u>55335</u>	RASMUSSEN SPRAY SERVICE, INC.	2/28/2022	\$325.00
<u>55336</u>	SANTIAM TOWING & RECOVERY	2/28/2022	\$170.50
<u>55337</u>	TMG SERVICES INC	2/28/2022	\$449.67
<u>55338</u>	TRINITY'S QUALITY AUTO CARE	2/28/2022	\$493.83
<u>55339</u>	WHITNEY EQUIPMENT COMPANY, INC	2/28/2022	\$1,071.87
<u>55340</u>	WILCO	2/28/2022	\$55.86
<u>55341</u>	OREGON WATER RESOURCES DEPARTMENT	2/25/2022	\$1,250.00
<u>55342</u>	OREGON WATER RESOURCES DEPARTMENT	2/25/2022	\$2,250.00
<u>55343</u>	MARION COUNTY TREASURY DEPARTMENT	2/28/2022	\$1,681.25
<u>EFT Payment 2/25/2022 4:29:40 PM - 1</u>	AT&T MOBILITY	2/28/2022	\$120.12
<u>EFT Payment 2/25/2022 4:29:40 PM - 2</u>	HOME DEPOT CREDIT SERVICES	2/28/2022	\$96.03
<u>EFT Payment 2/25/2022 4:29:40 PM - 3</u>	OREGON DEPARTMENT OF REVENUE	2/28/2022	\$54.67
<u>EFT Payment 2/25/2022 4:29:40 PM - 4</u>	ZIPLY FIBER	2/28/2022	\$618.11
	Total	Check	\$24,865.08
	Total	9001000967	\$24,865.08
	Grand Total		\$24,865.08



City of Aumsville February 2022 Monthly Police Report



DEPARTMENT MESSAGE:

The reserves worked a total of 128 hours during the month of February: 128 volunteer hours and 0 paid hours.

As Spring arrives we are seeing longer daylight hours and more people moving around outside. Please watch for kids playing or traveling through your neighborhoods. Also, with the longer days, yards will start growing and be in need of trimming. Please remember to trim low hanging branches over the sidewalk areas and keep your grass and weeds to less than 10 inches in height. Last, if you are thinking about building new sheds or fences, make sure you check for restrictions and get the proper permits.

As many of you have heard by now, Riverview Community Bank had it's first robbery. Thanks to quick calm actions of bank employees they were able to provide the Police with timely information to allow us to react and locate the robbery suspects as they fled. With assistance from Marion County, Stayton PD and the FBI, we were able to locate and arrest the suspects within 30 minutes of them committing the crime.

For those that haven't heard, I have decided it is time for me to step aside and spend more time with my wife and family. I have notified the City that my retirement date will be April 30th. I want to thank the city and it's citizens from placing your trust in me and the department for these past 26 years. If you have any concerns or questions that I can address before my retirement, please feel free to reach out to me.

Value of Property Stolen	\$4200
Value of Property Damaged	\$250
Value of Property Recovered	\$0
Value of Found Property	\$270
Dogs to Pound	2

Crime	#	Arrested	Traffic Violation	City	County	Calls for Service	#
Burglary/ Attempt Burg	1/1		Speeding	0	1	Assist Other-Turner PD	3
Criminal Mischief	4	2	Fail to Carry Proof/ Driving Uninsured	0/2	0/2	Assist Other-Fire	3
Restraining Order Violation	1	1	Driving While Suspended	3	2	Assist Other-DHS	3
Trespass			No Valid OP	1	0	Assist Other-MCSO	5
DUII			Fail to Carry DL			Assist Other-City	2
Theft/Fraud	0/1	0/0	Providing Vehicle to Unqual. Driver			Assist Other-Stayton PD	15
Theft from Vehicles	3	3	No Seatbelt/Improper Wear			Assist Other-Other	4
Receiving Stolen Property			Expired Registration/Fail to Register			Assist Person/Citizen Contact	0/20
Warrant Arrest/ Probation Violation			Failure to Change Address			Vehicle Repo	1
Harassment/Telephonic			Failure to Carry Registration			911 Hang-up/Welfare Check/Civil Dispute	1/5/3
Menacing			Switched Plates			False Alarm	3
Assault IV	2	2	Fail to Yield to Ped. In Cross-walk			Noise/Traffic Complaint	1/4
Stalking Complaint			Fail to Yield to Emerg Vehicle			Traffic Stops	25
Weapon/Robbery	0/1	0/1	Fail Safe Distance Emerg Vehicle			Suspicious Person/Vehicle/Circumstance	9/7/10
Child Neglect			Fail to Obey Traffic Control Device			Traffic Accidents/Hit and Run	0/0
Furnish Alcohol			Reckless Driving/Speed Racing			Diving Impounds	1
MIP: Alcohol/Drug Offense	0/1	0/1	Careless Driving	1	0	Unattended Death/Notification	0/1
Arson			Fail to Drive Within Lane			Dogs—Barking/At Large/Bite	2/4/1
Stolen Vehicle/Trailer			Following Too Close			Ordinance Violation	10
Recovered Vehicle			Failure to Signal/Use Turn Signal			Runaway Juvenile/Missing Person	2/1
Poss. Controlled Substance	1	1	Use of Electronic Device/Cell Phone			Verbal Disturbance	5
Reckless Endanger/Drive	0/1	0/1	Defective Lighting			Attempt Suicide/Mental Hold	0/0
Giving False Info			Open Container			Suicide	0
Disorderly Conduct	1	2	Unreasonable Noise			Open Door	2
Curfew/Runaway Juvenile			Refuse Intox Test			Misc Call for Service	1
Animal Abuse			Misc. Violations			Emotionally Disturbed Persons	0
Sex Offense						Property: Found/Lost/Seized	3/2/1
Driving While Suspended Criminal							
Criminal Mistreatment							
Dogs as a nuisance							
Hit and Run							
Misc Crime	1	1					
Total	19	15	Total	7	5	Total	160

