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PUBLIC MEETING NOTICE

AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, SEPTEMBER 12, 2022

AGENDA

1) CALL TO ORDER: 7:00PM

- a) Approve Agenda

2) PRESENTATIONS, PROCLAMATIONS, & VISITORS

- a) **Public Comment:** Council will meet in-person and via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at rharding@aumsville.us by noon on September 12, 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-113>

3) CONSENT AGENDA: (Action) Council Meeting August 8, 2022 Minutes

4) PUBLIC HEARING: NONE

5) OLD BUSINESS: NONE

6) NEW BUSINESS:

- a) (Action) RFP-Accounting Software Results and Recommendation
- b) (Action) Westech Engineering – Water System Improvement Project-Wetland Delineation Proposal
- c) (Action) First Reading of Ordinance No. 710 - AN ORDINANCE EXTENDING THE FRANCHISE GRANTED TO PACIFICORP dba PACIFIC POWER VIA ORDINANCE 619; DECLARING AN EMERGENCY
- d) Review Draft Ordinance for Amendment to Development Ordinance No. 705

7) CITY ADMINISTRATOR REPORT: (Information)

- a) Police Department Monthly Report
- b) Public Works Monthly Report
- c) Review Check August 3, 2022 through September 6, 2022

8) MAYOR AND COUNCILORS REPORTS & INITIATIVES

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

10) CORRESPONDENCE: NONE

11) ADJOURNMENT REGULAR MEETING

12) Executive Session: The council will meet under the authority of ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent.

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 may 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.



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AUMSVILLE CITY COUNCIL

August 8, 2022 Meeting Minutes

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

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

VISITORS: There was one in-person visitor and no online attendees. No public comment.

CONSENT AGENDA: Councilor Casarez moved to approve the July 25, 2022 city council meeting minutes as presented. Councilor Ceja seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

PUBLIC HEARING: Referring to the Voters of Aumsville Prohibition of Psilocybin-Related Business

Mayor Clevenger opened the hearing at 7:02 PM.

Staff Report: CA Harding explained that in November 2020, Oregon voters approved Measure 109, known as the Oregon Psilocybin Services Act, which directed the Oregon Health Authority (OHA) to begin accepting applications for licenses to manufacture, deliver, and administer psilocybin on January 2, 2023. Measure 109 also allows local governments to prohibit psilocybin-related businesses by referring an ordinance to the voters at a statewide general election. Council discussed this issue at city council meetings on July 11, 2022 and July 25, 2022.

There were no testimonies or public comments. Mayor Clevenger closed the public hearing at 7:05 PM.

Council Deliberations: Council determined that it is in the best interests of the City to refer the question to the voters of banning psilocybin-related businesses within City limits.

Council Decision: (Action)

Council reviewed Resolution No. 10-22 A RESOLUTION REFERRING TO THE VOTERS OF AUMSVILLE A MEASURE PROPOSING THE PROHIBITION OF PSILOCYBIN-RELATED BUSINESS FROM OPERATING WITHIN THE CITY OF AUMSVILLE. Mayor Clevenger asked Council for questions and comments; there were none. He then called for a motion. Councilor Ecclestone

moved to approve Resolution No. 10-22 A Resolution Referring to the Voters of Aumsville a Measure Proposing the Prohibition of Psilocybin-Related Business from Operating within the City of Aumsville. Councilor Seney seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Mayor Clevenger gave the first reading of Ordinance No. 707 in its entirety AN ORDINANCE PROHIBITING PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS WITHIN THE CITY OF AUMSVILLE. There was no discussion and Mayor Clevenger called for a motion. Councilor Seney moved to approve Ordinance No. 707 An Ordinance Prohibiting Psilocybin Service Centers and the Manufacture of Psilocybin Products within the City of Aumsville. Councilor Wick seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Since the first reading was approved unanimously by Council, the ordinance can be read by title only for approval of the second reading and adoption. Mayor Clevenger gave the second reading by title only of Ordinance No. 707 AN ORDINANCE PROHIBITING PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS WITHIN THE CITY OF AUMSVILLE. There was no discussion and Mayor Clevenger called for a motion. Councilor Seney moved to approve and adopt Ordinance No. 707 An Ordinance Prohibiting Psilocybin Service Centers and the Manufacture of Psilocybin Products within the City of Aumsville. Councilor Ecclestone seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

PUBLIC HEARING: Referring to the Voters of Aumsville to Allow Marijuana Facilities

Mayor Clevenger opened the hearing at 7:12 PM.

Staff Report: CA Harding cited that Aumsville voters approved a ban on medical marijuana processing sites, medical marijuana dispensaries, marijuana producers, marijuana processors, marijuana wholesalers, and marijuana retailers on November 8, 2016 as set forth in Ordinance 644.

CA Harding explained that under ORS 475C.457, a city council may repeal an ordinance that prohibits the establishment of certain types of marijuana-related businesses in the city or may submit this repeal to the voters of the city. Council discussed the matter at a meeting on July 25, 2022.

There were no testimonies or public comments. Mayor Clevenger closed the public hearing at 7:14 PM.

Council Deliberations: Council finds that it is in the best interests of the City to refer the question to the voters of allowing marijuana-related businesses within City limits.

Council Decision (Action)

Council reviewed Resolution No. 11-22 A RESOLUTION REFERRING TO THE VOTERS OF AUMSVILLE A MEASURE TO ALLOW MEDICAL MARIJUANA DISPENSARIES, MARIJUANA RETAILERS, MEDICAL MARIJUANA PROCESSING SITES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS, AND MARIJUANA WHOLESALERS. Mayor Clevenger asked Council for questions and comments; there were none. He then called for a motion. Councilor

Ecclestone moved to approve Resolution No. 11-22 A Resolution Referring to the Voters of Aumsville a Measure to allow Medical Marijuana Dispensaries, Marijuana Retailers, Medical Marijuana Processing Sites, Marijuana Producers, Marijuana Processors, and Marijuana Wholesalers within the City of Aumsville. Councilor Casarez seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Mayor Clevenger gave the first reading of Ordinance No. 708 in its entirety AN ORDINANCE OF THE CITY OF AUMSVILLE REPEALING A BAN ON MEDICAL MARIJUANA DISPENSARIES, MARIJUANA RETAILERS, MARIJUANA PROCESSING SITES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS AND MARIJUANA WHOLESALERS. There was no discussion and Mayor Clevenger called for a motion. Councilor Wick moved to approve Ordinance No. 708 An Ordinance of the City of Aumsville Repealing a Ban on Medical Marijuana Dispensaries, Marijuana Retailers, Marijuana Processing Sites, Marijuana Producers, Marijuana Processors and Marijuana Wholesalers. Councilor Casarez seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Since the first reading was approved unanimously by Council, the ordinance can be read by title only for approval of the second reading and adoption. Mayor Clevenger gave the second reading of Ordinance 708 by title only No. 708 in its entirety AN ORDINANCE OF THE CITY OF AUMSVILLE REPEALING A BAN ON MEDICAL MARIJUANA DISPENSARIES, MARIJUANA RETAILERS, MARIJUANA PROCESSING SITES, MARIJUANA PRODUCERS, MARIJUANA PROCESSORS AND MARIJUANA WHOLESALERS. There was no discussion and Mayor Clevenger called for a motion. Councilor Casarez moved to approve and adopt Ordinance No. 708 An Ordinance of the City of Aumsville Repealing a Ban on Medical Marijuana Dispensaries, Marijuana Retailers, Marijuana Processing Sites, Marijuana Producers, Marijuana Processors and Marijuana Wholesalers. Councilor Lee seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

PUBLIC HEARING: Referring to the Voters of Aumsville the Question of Imposing Tax on the Sale of Marijuana items by Marijuana Retailers only

Mayor Clevenger opened the hearing at 7:20 PM.

Staff Report: CA Harding cited that under ORS 475C.453, cities that allow marijuana facilities within their jurisdictions may impose a tax of three percent on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city if such a tax is approved by the voters of the city; and the Aumsville City Council has referred Ordinance 708 to the voters for the November 8, 2022 election which, if passed, would allow for the operation of marijuana retailers in the City.

There were no testimonies or public comments. Mayor Clevenger closed the public hearing at 7:21 PM.

Council Deliberations: Council desires to impose a tax of three percent (the current maximum amount allowed under state law) on the sale of marijuana items by a marijuana retailer in the city and, pursuant to ORS 475C.453, has referred the ordinance to the electorate at the statewide general election on November 8, 2022.

Council Decision (Action)

Council reviewed Resolution No. 12-22 A RESOLUTION APPROVING REFERRAL TO THE VOTERS OF THE CITY OF AUMSVILLE THE QUESTION OF IMPOSING A TAX ON THE SALE OF MARIJUANA ITEMS BY MARIJUANA RETAILERS WITHIN THE CITY. Mayor Clevenger asked Council for questions and comments; there were none. He then called for a motion. Councilor Casarez moved to approve Resolution No. 12-22 A Resolution Approving Referral to the Voters of the City of Aumsville the Question of imposing a Tax on the Sale of Marijuana Items by Marijuana Retailers within the City. Councilor Ecclestone seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Mayor Clevenger gave the First Reading of Ordinance No. 709 in its entirety AN ORDINANCE IMPOSING A TAX ON THE SALE OF MARIJUANA ITEMS BY MARIJUANA RETAILERS. There was no discussion and Mayor Clevenger called for a motion. Councilor Ecclestone moved to approve Ordinance No. 709 An Ordinance Imposing a Tax on the Sale of Marijuana Items by Marijuana Retailers. Councilor Casarez seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

Since the first reading was approved unanimously by Council, the ordinance can be read by title only for approval of the second reading and adoption. Mayor Clevenger gave the second reading of Ordinance No. 709 by title only AN ORDINANCE IMPOSING A TAX ON THE SALE OF MARIJUANA ITEMS BY MARIJUANA RETAILERS. There was no discussion and Mayor Clevenger called for a motion. Councilor Casarez moved to approve the second reading by title only and adopt Ordinance No. 709 An Ordinance Imposing a Tax on the Sale of Marijuana Items by Marijuana Retailers. Councilor Ecclestone seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

OLD BUSINESS: None

NEW BUSINESS: (Action) Council reviewed the Westech Engineering proposal for System Integrator of Record Procurement Services, JO 2599.0000.0. CA Harding stated that naming an integrator of record will allow the city to get proposals and select vendors through our engineering company. He explained that the idea is when we are doing a lot of capital projects all of electronic monitoring systems will be housed with one vendor. There was no further discussion and Mayor Clevenger called for a motion. Councilor Casarez moved to approve the Westech Engineering System Integrator of Record Procurement Services Proposal with the not to exceed amount of \$18,000.00 from funds 012-620 (50%) and 013-620(50%). Councilor Ecclestone seconded the motion. Motion APPROVED 7-0: (Yes: Councilors Casarez, Ceja, Ecclestone, Lee, Seney, Wick, and Mayor Clevenger. No: None.)

CITY ADMINISTRATOR REPORT: CA Harding reviewed the list of legislative priorities that League of Oregon Cities recently sent out to Council. He asked Council if they had any specific priorities from the list that they wanted to look at. There being none, he outlined the five priorities that he felt were in the best interests of the city:

1. Full funding in alignment with State Land Use initiatives.

2. Protecting personal contact information of public employees.
3. Property Tax reform.
4. Infrastructure financing and resilience.
5. Water Utility Rate System Funding Assistance Program.

After a brief discussion, Council consensus was for CA Harding to move forward with the five he listed.

CA Harding updated Council on the progress of Corn Festival plans. He stated that we will be needing as many volunteers as possible and invited them to come and spend some time shucking or serving.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Councilor Seney stated that she attended the Mid-Willamette Valley Advisory Council of Transportation presentation regarding the tolling that will be coming to I-5 and I-205 by 2024. She has the report if Council is interested in reading it. She also informed Council about the Great Streets grants that are coming available for walking, biking, trees, and bus shelters for cities.

Councilor Casarez thanked the Aumsville Police Department for hosting and the citizens that attended National Night Out on August 2nd.

GOOD OF THE ORDER: None

CORRESPONDENCE: None

The regular meeting adjourned at 7:41 PM.

Derek Clevenger, Mayor

Ron Harding, City Administrator



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STAFF REPORT

TO: City of Aumsville City Council

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

Date: September 12, 2022 City Council Meeting

SUBJECT: Accounting Software RFP – Results

RECOMMENDATION: Staff requests authorization to enter a contract with Caselle Inc for purchase of its combined accounting, payroll, utility billing, and court management solution.

BACKGROUND: The City opened a Request for Proposals June 1, 2022 for an integrated solution to replace Vision Municipal Solutions' accounting software. The RFP was submitted directly to four software vendors – AccuFund, Caselle Inc, Harris Local Government, and Tyler Technologies – as well as published on the city's website. Two proposals were received by the close of the RFP on June 30, one from Caselle Inc and one from Tyler Technologies. Staff invited both companies to present their software, and later physically or remotely visited other cities employing both systems to see them in their functional states, and to inquire as to their overall satisfaction and experience.

CURRENT SITUATION: Both Caselle and Tyler presented software solutions that could meet a large majority of the City's operational needs. After determining which modules of each solution would be sufficient for the city's needs, pricing was very competitive between the two solutions. However, there were several significant areas in which Caselle outperformed its competitor for selection. First, Caselle's excel integration tool appears to be much more versatile than that offered by Tyler. Second, Caselle's software appears to have a primary focus on accounting and operations of the city, which is supported by the fact that several senior management members have direct experience in these areas. Tyler Technologies senior management experience is heavily focused toward law and court operations.

Third, there are many more cities of comparable size employing Caselle software compared to Tyler, with several local to Aumsville, such as Stayton, Sublimity and

Silverton, which is also a beta testing city with a very experienced user base. So, there will be familiar and comparable cities nearby who could answer quick questions on functions, reports, or formatting within the system. Upon visiting and/or communicating with example cities using each software, it became evident that Tyler software could take much more staff time to manage and employ. For example, Oregon City, with a population over 37,000 and larger departments, listed several modules that they still have not started using four years after they purchased the ERP Pro suite.

Finally, while both companies have a track record of success, Caselle's response was more favorable. Each company states a customer retention rate of 95% or higher. Caselle explained two of their recent lost clients had sought out other software due to budget constraints, rather than functionality issues. Tyler claimed that they do not track lost clients or their reasons for leaving, ultimately failing to answer one of the questions in the RFP. Caselle Inc is not currently involved in any pending litigation and has had no bankruptcy or insolvency filings in the past forty-four years. Meanwhile, Tyler listed five pages worth of legal proceedings for various causes. Although many of these were ultimately dismissed or settled out of court, it still points to some cause for concern in general.

In summary, staff has scored Caselle Inc and its software solution higher than Tyler Technology's ERP Pro and believes it will best serve the city's operations in general. Exhibit A outlines the price details, as well as the summary of evaluation criteria scoring used to determine the best fit for Aumsville's activities. A more detailed explanation of the overall evaluation is outlined in Exhibit B. Also included are the latest proposal pricing for the modules that were selected for consideration from each vendor.

Council Options – 1st Action

1. Authorize the City to award a contract to Caselle Inc for its integrated accounting software solution.
2. Remand to staff for revision.

MOTION: *I move to authorize the City to enter a contract with Caselle Inc for purchase of its Caselle software and services in the amount of \$94,070 plus annual software support as presented by staff.*

**EXHIBIT A – BID TABULATION
ACCOUNTING, PAYROLL, UTILITY BILLING & MUNICIPAL COURT SOFTWARE**

REQUEST FOR PROPOSAL DISTRIBUTION, JUNE 1, 2022

Direct Inquiry:	Mailed To:
1 AccuFund	Kimberlyr@accufund.com
2 Caselle, Inc	pww@caselle.com
3 Harris Local Government	wwhelchel@harriscomputer.com
4 Tyler Technologies	david.snow@tylertech.com
5	
Also Published on City Website:	www.aumsville.us/rfps

BID TABULATION

Name	Install, Conversion & Training	Annual Support	TOTAL PRICE
1 Caselle	94,070 (plus travel to Utah)	19,716 (+3%/yr)	\$113,786 (3yr fin.)
2 Tyler Technologies	114,928	13,879 (first year free)	\$114,928
3			
4			
5			

EVALUATION CRITERIA/BASIS FOR DECISION

Name	Weight	Caselle	Tyler Tech.	[No other bids received]
1 Experience, capabilities, technical competence	20%	20%	15%	
2 Resources Committed	20%	20%	20%	
3 Record of Past Performance	10%	10%	5%	
4 Ownership Status	10%	10%	5%	
5 Availability to project locale	20%	18%	15%	
6 Proposed Proj. Mgmt Techniques	5%	3%	5%	
7 Pricing Strategies	15%	12%	12%	
Total	100%	93%	82%	

Contract Award Approval: _____
City Administrator or Designee

Contract Award Date: _____

Exhibit B – Accounting Software RFP Selection Evaluation

1 Experience, capabilities, technical competence

Caselle (20% out of 20%) –

- CPAs on staff to ensure accounting principles
- 100% of business is in local government
- Over 100 cities in Oregon currently using Caselle allowing for potential of acquiring more staff already trained or familiar with Caselle.
- Senior management team have all been part of Caselle since before 2000, with a broad spectrum of experience in development, accounting, even local government administration.
- Periodic & annual surveys to track areas that need additional focus for improvement.
- Modules all perform to meet our needs
 - Excel integration provides an exceptionally flexible option to enhance our forecasting, reporting, and budgeting activities.

Tyler (15% out of 20%)

- Founded in 1966, incorporated in 1989, and focused on public sector since 1997
- Installations in 12,000 different sites, including international clients.
- Senior management team tenure spans anywhere from 2 to 24 years with Tyler, and seem to be heavily geared toward court operations, law, and sales. No local government administrative experience represented in leadership.
- Employee Turnover rate is stated to be about half of the industry average in recent years, suggesting longevity and developed staff skills.
- Modules all perform to meet our needs
 - Excel tool pushes data to user-defined cells of a pre-built excel spreadsheet. Does not appear to be as robust or flexible as Caselle's MiExcel tool.

Caselle earned higher ratings due to the presence of experienced public accounting staff, higher average tenure of senior management, and more dynamic excel integration which will be pivotal to various reports and forecasting models.

2 Resources Committed

Caselle (20% out of 20%)

- 1/3 of their 90-person staff is dedicated to development
- Nearly another 1/3 dedicated to support
- About ¼ dedicated to implementation
- Only 14 out of 90 employees in marketing & administrative functions
- 20-25% of annual revenue is reinvested in application development and upgrading existing software.
- Most recent release of software updates is 5/20/2022

Tyler (20% out of 20%)

- 6,600+ employees stated on Proposal

- 470 employees working with Tyler's ERP Pro software
- Almost half of them in Development & Implementation
- Spent \$120 million last year in Research & Development expenses broadly across their solutions suites.
 - Each of the modules requested have had recent updates released during the 2nd quarter of 2022

Each company has shown that they invest much of their available resources into developing their products and services. While Caselle is much smaller in terms of staff size, a large majority of their staff is committed to development, support, and implementation, rather than sales and administration. Caselle focuses only on Government accounting while Tyler has more diverse products.

3 Record of Past Performance

Caselle (10% out of 10%)

- 44 years in business
- Retained 95% of clients since 1983
 - Explained two of their recent lost clients were due to costs for the agency.
- Over 65% of user have had Caselle for 10+ years
- No workforce reduction in the last five years
- Caselle is not involved in any pending litigation and has not been involved in any bankruptcy or insolvency proceedings for the past forty-four years.

Tyler (5% out of 10%)

- Over 50 years in business
- Devoted to Public Sector since 1997
- States 98% client retention rate
 - Did not respond to question in RFP requesting information on 2 lost clients - claims they do not track lost clients and their reasons for leaving.
- 37 consecutive quarters of profitability
- No workforce reduction in the last 5 years
- Five pages worth of litigation is listed, many of which were dismissed or settled out of court.

Both companies have shown a positive track record in their proposal. However, only Caselle was forthcoming regarding lost clients. Further, the lack of litigation or other proceedings compared to Tyler suggests their business practices may be much more positive overall. In addition to the resources offered we sought out customers for each and found while those customers all raised pros and cons the Caselle system was used more extensively by the users for various reasons. Thus, a higher score was attributed to Caselle.

4 Ownership Status

Caselle (10% out of 10%)

- Parent company, with all software developed in-house.

- No aspect of business has been sold or acquired.

Tyler (5% out of 10%)

- Publicly traded corporation
 - However, has a track record of price growth which suggests ongoing success overall.
- Many bought-out subsidiaries and their products

When software is bought out and piecemealed together into other software, there is always a potential for a greater number of compatibility issues and bugs, since they weren't developed in conjunction with the existing system. Caselle Inc has developed 100% of its modules in-house, earning higher scoring versus Tyler Technologies, who has acquired a long list of companies and their products over the years.

5 Availability to project locale

Caselle (18% out of 20%)

- Nearly 100 municipalities in Oregon using Caselle, small as well as large cities
 - Stayton, Sublimity & Silverton all use, have very positive feedback, and are available for questions on how to use features.
- Training is either delivered at their site in Provo, UT, or the city will need to pay for Caselle staff to travel to Aumsville. Will incur additional costs for travel and lodging.

Tyler (15% out of 20%)

- Has clients in all 50 states, as well as internationally. Scope seems to be spread out a bit too far to benefit local governments.
- Couldn't locate a city in Oregon with less than 10,000 residents that was using ERP Pro 10 and its modules
- Has an active, hosted forum online where users can ask questions for feedback from other users and Tyler staff.
- Training is provided remotely, no need for travel.

Even though training will need to be initiated in Utah, Caselle has an advantage over Tyler's ERP Pro in that there are many more comparable, and even local cities that are currently using Caselle software, with overall positive reviews. Aumsville staff will be able to communicate with other similar users with questions on how they utilize the system in their operations. The closest city available for demonstration of Tyler's ERP Pro was Oregon City, with a population over 30,000. And even with their staffing levels, there were multiple modules that still aren't being used four years into their purchase. Overall, Caselle earned higher marks for its presence and effectiveness in the local market.

6 Proposed Proj. Mgmt Techniques

Caselle (3% out of 5%)

- Quoted 12-18 month implementation timeline with multiple checkpoints and detailed explanation of each stage, from data export to conversion and training.

- Long timeline in part due to backlog of cities still installing, but in part due to meticulous planning to ensure transition is smooth.
- Training must be done at their center in Provo, UT to keep costs down

Tyler (5% out of 5%)

- Quotes a 6-8 month implementation from the date of contract signatures.
- Detailed timeline broken out in stages for deliverables, conversion & training.
- Training is proposed to be delivered remotely to keep travel and lodging costs down.

Since travel to Utah is required to keep Caselle's training costs down, Tyler Technologies received higher marks, as they offer their training in a remote setting. Lengthy implementation timelines suggest a more meticulous process that will help reduce service interruptions during the transition. However, needing to travel to receive initial training creates additional cost and ties up staff time versus remote training.

7 Pricing Strategies

Caselle (12% out of 15%)

- Software, training & setup for modules we selected is priced under \$100,000
- Annual software assurance is close to 20,000 per year. Also set to increase at 3% per year.
- However, Caselle offered to spread the upfront costs over three years, reducing the immediate impact on the budget.

Tyler (12% out of 15%)

- Software, training & setup for modules we selected is priced at \$114,928
- First year of software assurance is free
- Annual software assurance after is \$13,879, with no built-in increase for the next five years.
 - Unknown what increases are possible after year 5

Caselle's and Tyler Technologies' prices are quite comparable in the short-term. Software assurance with Caselle will be over \$6,000 per year higher, and increases each year; however, by offering to spread the upfront cost of the initial install over three years, the budget impact will be smoothed out considerably. Even though Tyler Technologies' software assurance holds steady for the first five years, it is difficult to anticipate what level of increase could be expected at the end of those five years. As a result, both companies received similar marks for their pricing strategies.


8 Summary Evaluation

Caselle received an overall score of 93%, where Tyler's ERP Pro scored 82%. Each company presented a system that could meet or exceed the city's needs. While Tyler Technologies proposed a somewhat better overall project management delivery, Caselle met or exceeded Tyler Technologies scores in all other categories. Staff is also concerned about the usability of the Tyler products. In a couple of cases, we found that

city staff were not using the system to its capacity. This could indicate the software is difficult or time consuming to integrate thus many users are bypassing much of the capacity of the platform making the system less functional.

We have also heard the Tyler system is difficult to integrate with Excel. The city uses Excel extensively as its forecast modeling and budgeting tool. We believe the Caselle system has a greater functionality related to our ability to interface with Excel.

Staff believes Caselle will deliver a product that is much more compatible with the city's size, activities, and capabilities.



Caselle® Software & Services Proposal

City of Aumsville, OR

August 19, 2022

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle[®] Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Proposal Summary

Total Software License	\$62,500
Total Training	14,200
Total Setup	10,200
Total Conversion	7,170
Total Investment	\$94,070

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

The payments will be due on the following schedule.

- \$31,358 is due with the contracts September 15, 2022.
- \$31,356 due July 31, 2023
- \$31,356 due July 31, 2024

Monthly Software Assurance will be \$1,643.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Aumsville is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Proposal Detail

<i>Caselle®</i> Application Software	License Fees	Training	Setup	Conversion	Total
General Ledger	\$5,500	\$2,250	\$700	\$1,400	\$9,850
Budgeting	Incl. w/GL	Included	-	-	-
Bank Reconciliation	Incl. w/GL	Included	-	1,000	1,000
miExcel GL	1,000	Included	1,000	-	2,000
Payroll/Direct Deposit	9,200	2,250	1,750	510	13,710
Electronic W2/1099	1,700	Included	-	-	1,700
Timekeeping	2,700	550	500	-	3,750
Accounts Payable	5,500	550	500	1,400	7,950
Utility Management	5,500	3,375	1,500	2,400	12,775
Utility Electronic Reading Interface	2,700	Included	250	-	2,950
Utility Service Orders	2,700	550	500	-	3,750
Online Mapping	-	-	-	-	-
Utility/Service Orders Web Services	1,500	-	-	-	1,500
Utility Backflow Management	4,500	750	1,500	460	7,210
Cash Receipting	4,500	550	500	-	5,550
Cash Receipting Web Services	1,000	-	-	-	1,000
Court Management	6,500	3,375	1,500	*Per Bid	11,375
Three (3) Concurrent User Licenses	Included	-	-	-	Included
Four (4) Additional Concurrent User Licenses (7 Total)	8,000	-	-	-	8,000
Grand Total	\$62,500	\$14,200	\$10,200	\$7,170	\$94,070

Notes:

1. The training will take place at Caselle.
2. *History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Caselle[®] Software & Services Proposal
City of Aumsville, OR
August 19, 2022

General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

- | | |
|--|--|
| Hardware, Network, & Database Software Requirements | It is the responsibility of the customer to meet the attached Caselle System Requirements. Prior to the implementation, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations are asked to contact Executech, Caselle's authorized contractor at (801) 253-4541. Charges will be billed at the rate of \$105 per hour upon approval by the customer. You will be invoiced by Caselle for these services. |
| Source Code | Source code is held in escrow with InnovaSafe, Inc. Technology Protection Services and requires a beneficiary enrollment form, available upon request. An annual fee of \$200 will apply. |
| Software License Fees | The price quoted is based on the number of concurrent users listed in the proposal. Additional concurrent user licenses are \$2,000 each. |
| Training | Unless otherwise quoted, training will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday. |
| On-site Implementation Assistance | If on-site implementation assistance is quoted, this may include a pre-implementation customer process evaluation meeting. We will review your current processes and determine what is required to make a smooth transition to the Caselle software system. Additional on-site assistance days may be quoted to assist during and after the implementation. This ensures that you are utilizing the Caselle application features to the full benefit of your organization. |
| Travel Expenses | If on-site training or implementation assistance is quoted, travel expenses will be estimated based on the number of days and trips required. Actual expenses will be invoiced when implementation is complete. |



Caselle® Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client’s willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Caselle[®] Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

700 accounts are included

**Bank Reconciliation
Data Conversion**

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

2 bank accounts are included

Caselle[®] Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
 - Each employee's wage distribution for salary and benefits will be established.
 - Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
 - Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
 - Payroll processing to verify data conversion is accurate will be completed.
 - Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
 - Caselle will provide reports of the converted data for auditing purposes.
 - Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.
- 30 employees are included**

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts.

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.
- 700 vendors are included**

Caselle[®] Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

1,200 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Backflow Management Setup

- Assembly types, approved assembly models, action codes, notification cycles, organization, testers, and a maximum of eight forms will be set up. Forms include:
 - Testers Certification Notice
 - Testing Renewal Notifications
 - Assembly Install Notifications
 - Assembly Failure Notices

Data Conversion

- All active backflow assemblies will be attached to the utility location table including all applicable information to start the tracking process.

460 assemblies are included

No historical assembly information will be included.

Caselle[®] Software & Services Proposal
City of Aumsville, OR
August 19, 2022

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Court Management Setup

- Use the court information you provide to structure all codes. Codes will cross-reference surcharge, state assessment, and so on.
- Format up to six Follow-up letters. Docket information will accurately default into all correspondence.
- Set cross-reference flags for witness letters, jury letters, pre-trial hearings, failure to comply notices, change of trial dates and/or hearings, appeals, non-appearance, bench warrants, etc.
- Set up special codes to handle collections, community service, jail time, jail credits, DUI School, counseling, etc.
- Create a Checklist to document daily, monthly, and year-end procedures.
- Additional Follow-up letters will be billed at the rate of \$100 per letter. Letters that have multiple pages will be billed \$100 for each additional page included in the form.

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
(SOFTWARE ASSURANCE)**

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

CITY OF AUMSVILLE
595 Main St
Aumsville, OR 97325

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle’s Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$1,643.00 monthly, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle’s regular hourly billing rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle’s discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.

(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

CASELLE, INC.

By: 

Name & Title: Alan S. Hutchings, President

Date: August 19, 2022

CITY OF AUMSVILLE

By: _____

Name: _____

Title: _____

Date: _____

SOFTWARE LICENSE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

CITY OF AUMSVILLE
595 Main St
Aumsville, OR 97325

("Caselle")

("You" or "Your")

You agree to License the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Due with Contracts: \$31,358.00

Due July 2023: \$31,356.00

Due July 2024: \$31,356.00

Items

Total Software	\$62,500.00
Total Training	14,200.00
Total Setup	10,200.00
Total Conversion	7,170.00
Total Price	<u>\$94,070.00</u>

The attached proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

By:



Name & Title: Alan S. Hutchings, President

Date: August 19, 2022

CITY OF AUMSVILLE

By:

Name & Title:

Date:

CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Grant of License

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Deposit shall be paid by You upon execution of this Software License Agreement with the Balance due as per the schedule on the preceding page. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

License

You may:

- a) Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- b) Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or

replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all Software and related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns. Caselle has a right, but not an obligation to retrieve the returned Software. Caselle will assume no liability for Software that is damaged or lost in transit while being returned. Additionally, such returns shall occur at Client's expense.
- d) In addition to the return of the Software, Client agrees that it will delete and remove all copies from all computer systems within its control. Client also agrees that it will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 10/03



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 Improvement Project-Wetland Delineation Proposal JO 2599.4041.0

RECOMMENDATION: Approval of the Westech Proposal for Wetland Delineation for Boone 3, Mill Creek Well, and the new Million Gallon Reservoir for the not to exceed amount of \$16,000. Funds would come from our 028-636 Water Improvements Fund.

BACKGROUND: The areas around the proposed Boone 3 Well site have been previously identified as wetlands. While constructing the well and pipeline to the existing raw water line it is best to try to avoid those areas as much as possible. The proposal from Westech would identify the areas around the proposed Boone 3 Well site along with the Mill Creek Well site and the New Million Gallon Reservoir and Booster Station site. These projects are all a part of the water systems improvement projects we have started the design on.

The previous reports that were done years ago were never submitted to the Oregon Department of State Lands for concurrence and the previous consultant that did this work has since retired and are unable to submit the previous findings to the state for concurrence. It is important we confirm the finding with the Oregon Department of State Lands to properly plan and budget for the well and pipeline construction.

MOTION:

- Move to approve the Westech Engineering Proposal, JO 2599.4041.0, in the amount of \$16,000.00 for Water System Improvement Project- Wetlands Delineation Proposal from fund 028-636.

- Move to approve the Westech Engineering Proposal, JO 2599.4041.0, in the amount of \$16,000.00 for Water System Improvement Project- Wetlands Delineation Proposal from fund 028-636 with modification/amendments.
- Move to remand back to staff for revisions as directed.

August 31, 2022

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

RE: Water System Improvement Project – Wetland Delineation Proposal
JO 2599.4041.0

Dear Matt:

Westech Engineering is pleased to provide this proposal to assist the City with the wetland delineation for the upcoming water system improvement project. As you know, the area around the proposed Boone Well #3 has wetland areas that ideally should be avoided during the construction of the well and the well head improvements. To ensure that the wetland areas can be avoided the boundaries must first be established. This requires a wetland delineation by a qualified wetland scientist. In order to perform the wetland delineation, we propose to retain the services of SWCA Environmental Consultants as a subconsultant to Westech. Westech will direct and supervise SWCA's work on the City's behalf. Once the field work is complete, the flagged wetland boundaries will be surveyed and a delineation report will be prepared and submitted to the Oregon Department of State Lands (DSL) for concurrence. We are optimistic that the improvements can be designed to avoid the wetland areas. Therefore, we have not included the work required to prepare a wetland fill/removal permit application. If the wetland areas cannot be avoided, the City will need to prepare a wetland fill/removal permit application. If this work is needed, we have assumed it will be performed as a future work effort under a separate work order.

The remainder of this letter proposal is divided into the following sections. Short discussions on these items follow.

- Scope of Work
- Fee Schedule

SCOPE OF WORK

Our proposed scope of work includes the following two tasks.

Task 1: WETLAND VERIFICATION AND DELINIATION

Under Westech's supervision, SWCA will conduct a wetland and waters delineation at the Boone Well #3 site, the Mill Creek Well #1 site, and the water storage tank site. Methodology will follow the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) used by the Oregon Department of State Lands (DSL) and the U.S. Army Corps of Engineers (Corps). A Professional Wetland Scientists will record data on vegetation, soils, and hydrology at select sampling points (sample plots) on standardized wetland determination data forms to document representative site conditions. The wetland boundaries will be surveyed and incorporated in into topographic surveys for the three sites.

Task 2: WETLAND AND WATERS DELINEATION REPORT

SWCA will prepare a wetland and waters delineation report for the site for submittal to the DSL for review and concurrence. The report will meet the requirements of the DSL wetland delineation report rules (OAR 141-090-0035), including the DSL-required report cover form, wetland and waters delineation map, wetland determination data forms,

August 31, 2022
Matt Etzel
City of Aumsville
Page 2

site photographs, and the other DSL-required report components. The report will be submitted to the City for review prior to submitting to DSL.

FEE SCHEDULE

We propose to perform the work described above on a time & materials basis at our current hourly rates with total fees not to exceed **\$16,000**. If the City decides to proceed with the work scope summarized herein, we assume that 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 immediately on the proposed work. This proposal is valid for 6 months from today's date

We appreciate the opportunity to present this proposal to the City and look forward to continuing to work with the City on this very important project. If you have any questions or need additional information regarding this matter, please contact us at (503) 585-2474.

Sincerely,

WESTECH ENGINEERING, INC.



Christopher J. Brugato, P.E.

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

cjb



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

STAFF REPORT

TO: City of Aumsville Mayor & City Council
FROM: Ron Harding, City Administrator
DATE: September 12, 2022
SUBJECT: PacifiCorp Franchise Agreement - Extension

RECOMMENDATION

To extend franchise agreement with PacifiCorp, DBA Pacific Power.

BACKGROUND

On July 9, 2012 the City Council approved Ordinance No. 619 which granted a non-exclusive franchise agreement for Pacific Power for a period of ten years effective August 13, 2012.

The purpose of Ordinance 619 was to authorize continued development and operation of an electric utility system to serve the citizens of Aumsville, with an intent to contribute significantly to meeting the electrical needs and desires of many individuals, associations, and institutions in the City.

The approved franchise agreement granted Pacific Power the right, privilege, and franchise authority to:

1. Own, construct, expand, upgrade, maintain, operate, and relocate an electric utility system within the City.
2. Install, maintain, and operate in, under, along, over and across the Public Ways within the City, Electric Facilities; for PacifiCorp's own use for the purpose of supplying and transmitting electric power and energy to be distributed to the city and to its inhabitants, and persons and corporations.

CURRENT SITUATION

Ordinance 619 granted Pacific Power franchise effective August 13, 2012, through August 13, 2022. A new franchise agreement is in negotiation and has not been finalized.

Power utilities are necessary for the peace, health, and safety of the people of the City of Aumsville. An extension would ensure that the terms of the existing franchise between the City and Pacific Power remain in place until December 13, 2022. This would allow for additional time to negotiate terms of new franchise to be finalized.

MOTION

- Approve the first reading of Ordinance No. 710, an ordinance extending the franchise granted to PacifiCorp dba Pacific Power via Ordinance 619; declaring an emergency, as presented by staff
- Approve the first reading of Ordinance No. 710, an ordinance extending the franchise granted to PacifiCorp dba Pacific Power via Ordinance 619; declaring an emergency,, with modifications/amendments
- Remand Ordinance No. 710 back to staff for further research and/or modifications

If Council unanimously approves the first reading:

- Approve the second reading and adopt Ordinance No. 710, an ordinance extending the franchise granted to PacifiCorp dba Pacific Power via Ordinance 619; declaring an emergency, as presented by staff
- Approve the second reading and adopt Ordinance No. 710, an ordinance extending the franchise granted to PacifiCorp dba Pacific Power via Ordinance 619; declaring an emergency, with modifications/amendments

**CITY OF AUSMVILLE, OREGON
ORDINANCE NO. 710**

AN ORDINANCE EXTENDING THE FRANCHISE GRANTED TO PACIFICORP dba PACIFIC POWER VIA ORDINANCE 619; DECLARING AN EMERGENCY

WHEREAS, the City Council approved Ordinance No. 619 on July 9, 2012 (with an effective date of August 13, 2012), granting a non-exclusive electric franchise to PacificCorp dba Pacific Power (“Pacific”); and

WHEREAS, the franchise for Pacific was granted for a period of ten years from and after the effective date noted above of August 13, 2012; and

WHEREAS, the City and Pacific are negotiating toward a new franchise agreement but have not as of yet finalized its terms; and

WHEREAS, the City and Pacific wish to extend the franchise approved via Ordinance No. 619 until December 31, 2022 to provide both the City and Pacific time to negotiate and finalize a new franchise; and

WHEREAS, the City Council finds it is in the public interest to extend the terms of the franchise approved via Ordinance 619; and

WHEREAS, the City Council finds that an emergency should be declared so this Ordinance may take effect immediately as a result of the expiration of the Pacific franchise approved via Ordinance 619 so that its terms are effective and remain in place for the period between August 14, 2022 and December 31, 2022 to ensure the terms of the existing franchise between the City and Pacific relative to Pacific’s use of the City’s rights of way remain in place.

NOW, THEREFORE, THE CITY OF AUSMVILLE ORDAINS AS FOLLOWS:

Section 1. The City hereby extends the terms of the Franchise approved by the City via Ordinance No. 619 until 11:59 p.m. December 31, 2022.

Section 2. Because it is necessary for the peace, health and safety of the people of the City of Aumsville, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect upon its passage by the Council.

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THEREFORE: PRESENTED AND PASSED the first reading by title only on the 12th day of September 2022.

ADOPTED AND PASSED the second reading by the Aumsville City Council on the ____ day of September 2022.

Derek Clevenger, Mayor

Attest:

Ron Harding, City Administrator

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 705 THE DEVELOPMENT ORDINANCE.

The city of Aumsville ordains as follows:

SECTION 1: Ordinance No. 705, Section 1.00 - Definitions is amended to remove (struck through) and add the following definitions:

Medical Marijuana Facility (MMF): A facility registered with the Oregon Health Authority pursuant to ORS 175.311.

Medical Marijuana Grow Site (MMC): A location registered 'It with the Oregon Health Authority pursuant to ORS 175.301 '#here marijuana is produced for use by a registry identification cardholder.

Marijuana Processor: Facility for processing, compounding, or converting marijuana into products, concentrates, or extracts that is registered by the Oregon Health Authority or licensed by the Oregon Liquor Control Commission.

Marijuana Producer: Facility for planting, cultivating, growing, trimming, harvesting, or drying of marijuana provided that the marijuana producer is registered by the Oregon Health Authority to produce marijuana for use by a registry identification cardholder or licensed by the Oregon Liquor Control Commission.

Marijuana-Related Use(s): Marijuana Processor, Marijuana Producer, Marijuana Retailer, Marijuana Testing Laboratory, and Marijuana Wholesaler.

Marijuana Testing Laboratory: Facility for testing of marijuana items that is licensed by the Oregon Liquor Control Commission.

Marijuana Retailer: Facility for sale of marijuana items to a consumer that is licensed by the Oregon Liquor Control Commission. Also, location of a medical marijuana dispensary that is registered by the Oregon Health Authority.

Marijuana Wholesaler: Facility for resale of marijuana items to a person other than a consumer that is licensed by the Oregon Liquor Control Commission.

SECTION 2: Ordinance No. 705, Section 8.02 Conditional Uses [Industrial Zone] is amended to read as follows:

8.02 Conditional Uses:

(A) Agriculture:

1. Soil preparation services;
2. Crop services;

(B) Manufacturing:

1. Dairy products
2. Canned and preserved fruits and vegetables;
3. Leather and leather products;
4. Transportation equipment;
5. Millwork, veneer, plywood and structural wood members;
6. Rubber, concrete, gypsum and plastic products;
7. Rolling, drawing and extruding of nonferrous metals;
8. Metal forgings and stampings;
9. Engines and turbines;
10. Farm and garden machinery and equipment;
11. Energy plant;

(C) Services:

1. Laundry, cleaning and garment services;
2. Research and development laboratories;
3. Vocational schools.
4. Automotive repair, services and garages;
5. Child day care home and center;
6. Tire retreading and vulcanizing shop;

(D) Other Uses:

1. Recycling depots;
2. Planned industrial unit development;
3. Marijuana processor, marijuana producer, marijuana retailer, marijuana testing laboratory, marijuana wholesaler, subject to Section 22.18.

SECTION 3: Ordinance No. 705, Section 22.00 Supplementary Zone Regulations Title Page is amended to read as follows:

SECTION 22.00

SUPPLEMENTARY ZONE REGULATIONS

- 22.01 Clear Vision Area
- 22.02 Exception to Height Regulations
- 22.03 Fences, Hedges, and Walls
- 22.04 Residential Accessory Structures
- 22.05 Parking in Required Yards
- 22.06 Average Yard Setback Adjacent to a Street
- 22.07 Yard Exceptions
- 22.08 Outside Storage
- 22.09 Access Spacing Standards
- 22.10 Transportation Mobility Standards
- 22.11 Transportation Impacts

- 22.12 Interchange Area Management Plan Boundary
- 22.13 Home Occupation
- 22.14 Temporary Use for Hardship
- 22.15 Accessory Dwelling Units (ADUs)
- 22.16 House of Worship Uses
- 22.17 Marijuana-Related Uses
- 22.18 Psilocybin-Related Uses

SECTION 4: Ordinance No. 705, Section 22.17 Marijuana Facilities is deleted and amended to read as follows:

22.17 Marijuana-Related Uses:

- (A) Exemptions. The cultivation of marijuana for personal use, as permitted by State law, is exempt from the provisions of this section.
- (B) Conflicting Uses. No marijuana-related uses shall be permitted within 1,000 feet of real property comprising any of the following uses:
 1. Public elementary or secondary school for which attendance is compulsory under ORS 339.020
 2. Private or parochial elementary or secondary school, teaching children as described under ORS 339.030
 3. Daycare or childcare facility licensed by the State of Oregon
 4. Public Park, playground, recreation facility, or athletic field
 5. Church
 6. Another MMF

The 1,000 feet shall be measured by a straight line extending in every direction from any point on the boundary line of the real property comprising the uses listed above.

- (C) If a conflicting use described in (B) is established by the approval of an entity listed in section B and within 1,000 feet of a legally established marijuana-related use, the marijuana-related use may remain at its legally established location. If such a conflict arises, the marijuana-related use shall be considered a legal non-conforming use and shall be subject to Section 4.11.
- (D) A marijuana retailer shall not operate between the hours of 10:00 pm and 8:00am.
- (E) A marijuana-related use shall be located entirely within a permanent building and shall not include drive-through facilities.
- (F) A marijuana-related use shall at all times be registered in good standing with the Oregon Health Authority or licensed in good standing with the Oregon Liquor Control Commission.
- (G) Entrances and off-street parking areas shall be well-lit and not visually obscured from public view/right-of-way. Landscaping shall be continuously maintained to provide
- (H) The facility must provide for secure disposal or render impotent marijuana remnants or byproducts, or items with marijuana residue of any kind.

- (I) All hazardous materials shall be stored and processed in a manner approved by the City Fire Marshal. Hazardous waste shall be disposed of properly through a properly licensed solid waste disposal or recycling facility.
- (J) Clear lines of sight from public rights-of-way to all building entrances. Interior building lighting, exterior building lighting and parking area lighting shall be of sufficient foot-candles and color rendition so as to allow the ready identification of any individual at a distance of no less than 40 feet. Exterior lighting shall be provided in accordance with required security measures and shall be continuously maintained.
- (K) The facility must be located in a permanent building and may not locate in a trailer, cargo container or motor vehicle. Outdoor storage of merchandise, raw materials or other material associated with the facility is prohibited;
- (L) All, producers, processors, wholesalers and testing laboratories shall provide a method to control odors. Such facilities shall install and maintain enhanced ventilation systems designed to prevent detection of marijuana odor from adjacent properties or the public right-of-way. The systems shall include the following features:
 - 1. Installation of activated carbon filters on all exhaust outlets to the building exterior; and
 - 2. Location of exhaust outlets a minimum of ten feet from the property line; three feet from exterior walls; and ten feet above finished grade ; and
 - 3. Maintenance of negative air pressure within the facility; or
 - 4. An alternative odor control system approved by the Building Official based on a report by a mechanical engineer licensed in the State of Oregon, demonstrating that the alternative system will control odor equally or better than the required activated carbon filtration system.
- (M) All facilities must be processed as a type 11 conditional use. Use of a type 1b approval is not permitted.

SECTION 5: 22.18: Ordinance No. 705, Section 22.17 Psilocybin Facilities is deleted and amended to read as follows:

22.18 Psilocybin-Related Uses:

- (A) Exemptions. The cultivation of marijuana for personal use, as permitted by State law, is exempt from the provisions of this section.
- (B) Conflicting Uses. No Psilocybin -related uses shall be permitted within 1,000 feet of real property comprising any of the following uses:
 - 1. Public elementary or secondary school for which attendance is compulsory under ORS 339.020
 - 2. Private or parochial elementary or secondary school, teaching children as described under ORS 339.030.
 - 3. Daycare or childcare facility licensed by the State of Oregon
 - 4. Public Park, playground, recreation facility, or athletic field
 - 5. Church

6. Another Psilocybin Facilities

The 1,000 feet shall be measured by a straight line extending in every direction from any point on the boundary line of the real property comprising the uses listed above.

- (C) If a conflicting use described in (B) is established by the approval of an entity listed in section B and within 1,000 feet of a legally established Psilocybin -related use, the Psilocybin -related use may remain at its legally established location. If such a conflict arises, the Psilocybin-related use shall be considered a legal non-conforming use and shall be subject to Section 4.11.
- (D) A Psilocybin retailer shall not operate between the hours of 10:00 pm and 8:00am.
- (E) A Psilocybin-related use shall be located entirely within a permanent building and shall not include drive-through facilities.
- (F) A Psilocybin -related use shall at all times be registered in good standing with the Oregon Health Authority or licensed in good standing with the Oregon Liquor Control Commission.
- (G) Entrances and off-street parking areas shall be well-lit and not visually obscured from public view/right-of-way. Landscaping shall be continuously maintained to provide
- (H) The facility must provide for secure disposal or render impotent marijuana remnants or byproducts, or items with Psilocybin residue of any kind.
- (I) All hazardous materials shall be stored and processed in a manner approved by the City Fire Marshal. Hazardous waste shall be disposed of properly through a properly licensed solid waste disposal or recycling facility.
- (J) Clear lines of sight from public rights-of-way to all building entrances. Interior building lighting, exterior building lighting and parking area lighting shall be of sufficient foot-candles and color rendition so as to allow the ready identification of any individual at a distance of no less than 40 feet. Exterior lighting shall be provided in accordance with required security measures and shall be continuously maintained.
- (K) The facility must be located in a permanent building and may not locate in a trailer, cargo container or motor vehicle. Outdoor storage of merchandise, raw materials or other material associated with the facility is prohibited;
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 - 1. Installation of activated carbon filters on all exhaust outlets to the building exterior; and
 - 2. Location of exhaust outlets a minimum of ten feet from the property line; three feet from exterior walls; and ten feet above finished grade; and
 - 3. Maintenance of negative air pressure within the facility; or
 - 4. An alternative odor control system approved by the Building Official based on a report by a mechanical engineer licensed in the State of Oregon, demonstrating that the alternative system will control odor equally or better than the required activated carbon filtration system.

(M) All facilities must be processed as a type 11 conditional use. Use of a type 1b approval is not permitted.

SECTION 6: Validity. Except as amended herein the remainder of Ordinance No. 705 shall remain in full force and effect.

SECTION 7: Effective Date. This ordinance shall take effect on the thirtieth day after its enactment.

PRESENTED AND PASSED the first reading on the ___ day of _____ 2022. PASSED its second reading on the ___ day of _____ 2022. ADOPTED by the Aumsville City Council by on the ___ day of _____ 2022.

SIGNED by the _____

DRAFT



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

September 12, 2022

To: Mayor Clevenger and City Councilors
From: Ron Harding, City Administrator
Subject: City Administrator Report Memo

Corn Festival: The Corn Festival turned out to be very successful. Our corn sales were double the previous year. We continue to provide operational tweaks to make managing the event as smooth as possible. We had more than 130 volunteers not counting city staff representing close to 600 hours of volunteerism. We had great sponsors for the event with about \$13,000 in pledge sponsorship, a total revenue of around \$33,000 and a new revenue of around \$18,000. Last year we were able to provide around \$14,000 to local service organization. Even with the reduction in sponsorship we were able to raise about \$18,000 for local service organizations. We had more groups and more volunteers participating this year and would recommend the distribution outlined below.

Aumsville Elementary	\$750.00
Aumsville Historical Society	\$1250.00
Exchange Club	\$4000.00
GSA Troop 31890	\$1500.00
Marion County Search & Rescue	\$3500.00
Santiam Hospital	\$5000.00
Mama's Kitchen	\$500.00
Aumsville Comm theater	\$500.00

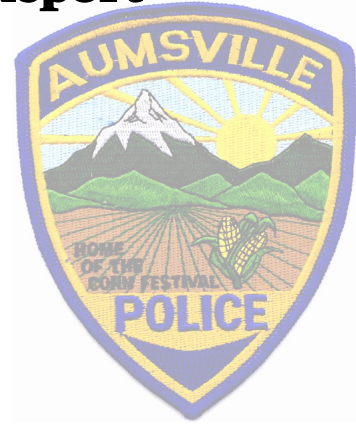
Wastewater facility: We are working in concert with our engineer, environmental consultants, and technical advisory agencies to meet the fiscal year end application deadline for USDA funding. This will provide some advantages in funding options for this project and is critical. Right now, most of my attention is focused in this area because of the potential return. I met

Thursday with our Partners and it looks like we are going to be close, so I am monitoring this. I will be concentrating on completing the funding application over the next two or three weeks as this is a critical funding opportunity.

Staffing: We have filled the two office staffing positions and if you haven't met Kirsti Pizzuto and Hayley Brewster, please stop by and say Hi. They have been doing a great job thus far and have really relieved stress around the office by taking on complicated task for me.

Development Ordinance: As you know we will need to process some Development Ordinance updates related to Marijuana and Psilocybin in the event voters approve them this year. The schedule will be rushed but we have little choice. Just an FYI we will need to enact the emergency clause in these changes as well. I do not typically do this but in this case it's critical.

City of Aumsville Monthly Police Report August 2022



DEPARTMENT MESSAGE:

The reserves worked a total of 56.5 hours during the month of August. All of which were volunteer hours. The Reserve Program has been an essential part of our police department. The Reserve Officers have supplemented our job duties in August for special events such as National Night Out, Party in the Park, and the Corn Festival. If this is something that interests you, please contact us to apply.

National Night Out was another success this year. We had 5 locations throughout town, and officers stationed at each location. It was a hot one with the weather, but despite that the community had a great turnout.

Crime	#	Arrested
Restraining Order Violation	4	3
Trespass	2	0
DUII	1	1
Theft/Fraud	8	1
Elude	1	0
Warrant Arrest/ Probation Violation	5	5
Harassment/Telephonic	3	1
Stolen Vehicle/Trailer	3	0
Hit and Run	2	0
Total	29	11

Traffic Violation	City	County
Speeding	0	1
Driving Uninsured	4	0
Driving While Suspended	4	0
Careless Driving	1	0
Fail to install IID	1	0
Fail to Register Vehicle	1	0
Total	11	1

Calls for Service	#
Assist Other-Turner PD	2
Assist Other-Fire	5
Assist Other-DHS	5
Assist Other-MCSO	5
Assist Other- Aumsville City	3
Assist Other-Stayton PD	1
Assist Other-Other	3
Assist Person/Citizen Contact	30
Found Child	1
Parking Violation	4
Audible Alarm	6
Noise/Traffic Complaint	6
Traffic Stops	31
Suspicious Person/Vehicle/Circumstance	25
Hit and Run	2
Diving Complaints	6
Lost/Found Property	4
Animal Complaints	16
Ordinance Violation	6
Abandoned Vehicle	1
Verbal Disturbance	6
Welfare Check	6
Juvenile Problem	3
Open Door	3
Total	183



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

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

September 8, 2022

Water: The wells pumped as follows:

Boone #1	Boone #2	Tower	Reservoir	Church	Total
1,592,100	5,973,000	499,000	298,000	8,750,200	17,112,400

Parts for one well meter came in and were installed. The other is ready to be replaced soon.

Many residential water meters are at or near the end of their life expectancy, so we are replacing about 6 meters a month and working our way up to 10 meters a month. We ordered enough new meters to last a couple of months. Like everything else, it seems that they will take a while to get here.

We had a dirty water complaint that was resolved quickly. We believe it was due to galvanized steel piping on the customer side of the meter. They tend to corrode and sluff off rust.

Sewer: Lagoon levels are all very low and we should be looking good until the discharge season.

Sludge depth measurements were taken and will be submitted to DEQ this month.

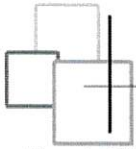
Streets: Railroad crossing sign on Del Mar was cut down and stolen. We put up a temporary stop sign and it too was taken. It now has a new sign post and signs up.

We are checking with our garbage haulers about how we go about dumping our street sweepings.

The crew have been out twice a day during the extended hot weather to keep our flowers on Main St. watered.

Parks: Finishing up on a few things that didn't get completed on Maude's. Irrigation is in the works there and we are touching up some paint and nailing that didn't get completed.

Most of our month was setting up for the Corn Festival and Party in the Park. We added lights for the night event.



Accounts Payable Register

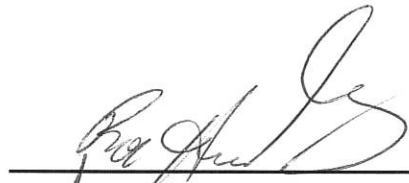
City of Aumsville


Fiscal: 2022-23

Deposit Period: 2022-23 - August

Check Period: 2022-23 - August - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>55613</u>	911 SUPPLY	8/3/2022	\$3,101.25
<u>55614</u>	ABC PRINTERS INC	8/3/2022	\$145.00
<u>55615</u>	AIRGAS USA, LLC	8/3/2022	\$34.40
<u>55616</u>	AUMSVILLE ACE HARDWARE	8/3/2022	\$122.33
<u>55617</u>	BMS TECHNOLOGIES	8/3/2022	\$539.66
<u>55618</u>	FERGUSON ENTERPRISES INC #3325	8/3/2022	\$93.05
<u>55619</u>	FERGUSON WATERWORKS #3011	8/3/2022	\$934.67
<u>55620</u>	HARDEN PSYCHOLOGICAL ASSOCIATES, P.C.	8/3/2022	\$500.00
<u>55621</u>	JUDSON'S INC.	8/3/2022	\$1,476.07
<u>55622</u>	LEAGUE OF OREGON CITIES	8/3/2022	\$1,075.00
<u>55623</u>	MCCROMETER, INC	8/3/2022	\$1,879.25
<u>55624</u>	MNOP	8/3/2022	\$755.94
<u>55625</u>	Oregon Employment Dept-Tax	8/3/2022	\$619.75
<u>55626</u>	OREGON PORTABLE TOILETS LLC	8/3/2022	\$190.00
<u>55627</u>	O'REILLY AUTO PARTS	8/3/2022	\$107.47
<u>55628</u>	R.L. REIMERS CO.	8/3/2022	\$75,453.75
<u>55629</u>	TURF STAR WESTERN	8/3/2022	\$2,481.24
<u>55630</u>	WALTER E NELSON	8/3/2022	\$1,667.00
<u>55631</u>	WATERLAB CORP	8/3/2022	\$2,030.00
<u>EFT Payment 8/3/2022 3:47:52 PM - 1</u>	PACIFIC POWER	8/3/2022	\$11,363.79
<u>EFT Payment 8/3/2022 3:47:52 PM - 2</u>	VERIZON WIRELESS	8/3/2022	\$37.75
	Total Check		\$104,607.37
	Total 9001000967		\$104,607.37
	Grand Total		\$104,607.37





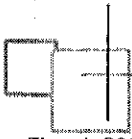
Accounts Payable Register

City of Aumsville

Fiscal: 2022-23
 Deposit Period: 2022-23 - August
 Check Period: 2022-23 - August - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>55632</u>	911 SUPPLY	8/11/2022	\$279.99
<u>55633</u>	ASSOCIATED SERVICE NETWORK INC	8/11/2022	\$356.80
<u>55634</u>	AUMSVILLE ACE HARDWARE	8/11/2022	\$62.13
<u>55635</u>	BIOLYNCEUS BIOLOGICAL SOLUTIONS, LLC	8/11/2022	\$2,167.88
<u>55636</u>	BMS TECHNOLOGIES	8/11/2022	\$2,241.74
<u>55637</u>	CRUISE MASTER ENGRAVING	8/11/2022	\$234.00
<u>55638</u>	FISHER'S RPM	8/11/2022	\$1,460.00
<u>55639</u>	MARION COUNTY CLERK	8/11/2022	\$9.75
<u>55640</u>	MNOP	8/11/2022	\$1,925.42
<u>55641</u>	MOONLIGHT MAINTENANCE	8/11/2022	\$376.75
<u>55642</u>	OFFICE DEPOT, INC	8/11/2022	\$85.23
<u>55643</u>	PETTY CASH - JOSHUA D HOYER	8/11/2022	\$6,025.00
<u>55644</u>	RECOLOGY ORGANICS	8/11/2022	\$81.00
<u>55645</u>	SALEM SEAL COATING	8/11/2022	\$4,999.00
<u>55646</u>	STETTLER SUPPLY COMPANY	8/11/2022	\$72.53
<u>55647</u>	THE LOCK GUY	8/11/2022	\$325.50
<u>55648</u>	TICO'S COFFEE ROASTING	8/11/2022	\$34.00
<u>55649</u>	WESTECH ENGINEERING INC	8/11/2022	\$47,677.13
<u>EFT Payment 8/11/2022 9:05:52 AM - 1</u>	INVOICE CLOUD	8/11/2022	\$189.40
<u>EFT Payment 8/11/2022 9:05:52 AM - 2</u>	PACIFIC OFFICE AUTOMATION	8/11/2022	\$86.70
<u>EFT Payment 8/11/2022 9:05:52 AM - 3</u>	REPUBLIC SERVICES #456	8/11/2022	\$60.00
<u>EFT Payment 8/11/2022 9:05:52 AM - 4</u>	RIVERVIEW COMMUNITY BANK	8/11/2022	\$5,958.59
<u>EFT Payment 8/11/2022 9:05:52 AM - 5</u>	WAVE	8/11/2022	\$9.95
	Total	Check	\$74,718.49
	Total	9001000967	\$74,718.49
	Grand Total		\$74,718.49



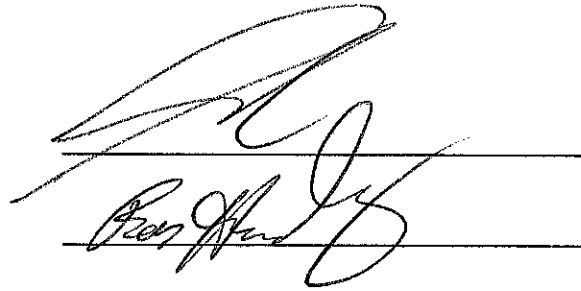



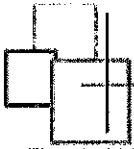
Payroll Register

City of Aumsville

Fiscal: 2022-23
Deposit Period: 2022-23 - August
Check Period: 2022-23 - August - First Council

Riverview Community Bank	9001000967		
Check			
<u>55650</u>	Brewster, Hayley E	8/15/2022	\$1,589.05
<u>Direct Deposit Run - 8/12/2022</u>	Payroll Vendor	8/15/2022	\$39,136.98
<u>EFT 41878619</u>	EFTPS	8/15/2022	\$14,360.58
<u>EFT 51370812</u>	Oregon Department of Revenue	8/15/2022	\$4,119.41
<u>EFT 8262022</u>	PERS	8/15/2022	\$13,412.21
<u>EFT HSA8152022</u>	HSA Bank	8/15/2022	\$1,304.17
<u>EFT OSGP8152022</u>	VOYA - STATE OF OREGON - LG#:2234	8/15/2022	\$665.00
<u>EFT V8152022</u>	Valic	8/15/2022	\$25.00
<u>HDSHP DON8152022</u>	CITY OF AUMSVILLE	8/15/2022	\$101.47
		Total	Check
		Total	9001000967
		Grand Total	\$74,713.87





Accounts Payable Register

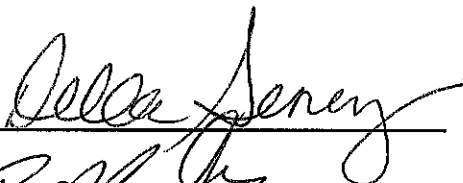
City of Aumsville

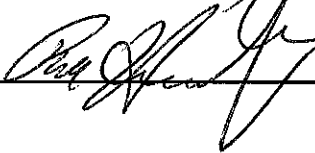
Fiscal: 2022-23

Deposit Period: 2022-23 - August

Check Period: 2022-23 - August - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
55651	ARETE ADVISORS LLC	8/15/2022	\$330.00
55652	AUMSVILLE ACE HARDWARE	8/15/2022	\$57.55
55653	BIO-MED TESTING SERVICE INC	8/15/2022	\$40.00
55654	CANYON CONTRACTING LLC	8/15/2022	\$18,465.00
55655	CHEMSEARCHFE	8/15/2022	\$254.95
55656	FERGUSON WATERWORKS #3011	8/15/2022	\$825.60
55657	FRERES BUILDING SUPPLY	8/15/2022	\$213.33
55658	JIMMY SMITH	8/15/2022	\$1,600.00
55659	METCOM 9-1-1	8/15/2022	\$8,182.63
55660	ONE CALL CONCEPTS INC	8/15/2022	\$9.60
55661	STAN BUTTERFIELD P.C.	8/15/2022	\$750.00
55662	STATESMAN JOURNAL	8/15/2022	\$1,073.90
55663	TRINITY'S QUALITY AUTO CARE	8/15/2022	\$1,261.20
55664	WATERLAB CORP	8/15/2022	\$175.00
55665	WILCO	8/15/2022	\$105.61
55666	WISH UPON A PONY	8/15/2022	\$700.00
EFT Payment 8/15/2022 4:53:03 PM - 1	CIS TRUST	8/15/2022	\$74,774.71
EFT Payment 8/15/2022 4:53:03 PM - 2	IDEXX LABORATORIES	8/15/2022	\$188.70
EFT Payment 8/15/2022 4:53:03 PM - 3	NW NATURAL	8/15/2022	\$50.14
	Total Check		\$109,057.92
	Total 9001000967		\$109,057.92
	Grand Total		\$109,057.92







Accounts Payable Register

City of Aumsville

Fiscal: 2022-23

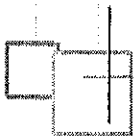
Deposit Period: 2022-23 - August

Check Period: 2022-23 - August - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>55667</u>	BEERY ELSNER & HAMMOND LLP	8/25/2022	\$5,205.90
<u>55668</u>	FERGUSON WATERWORKS #3011	8/25/2022	\$61.35
<u>55669</u>	INTEGRITY SIGNS OREGON, LLC	8/25/2022	\$7,707.00
<u>55670</u>	JESSICA JEAN GARDNER	8/25/2022	\$440.00
<u>55671</u>	LEAGUE OF OREGON CITIES	8/25/2022	\$530.00
<u>55672</u>	MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS	8/25/2022	\$1,316.00
<u>55673</u>	OFFICE DEPOT, INC	8/25/2022	\$155.97
<u>55674</u>	WIRE WORKS, LLC	8/25/2022	\$521.25
<u>EFT Payment 8/25/2022 1:49:21 PM - 1</u>	OREGON DEPARTMENT OF REVENUE	8/25/2022	\$55.07
<u>EFT Payment 8/25/2022 1:49:21 PM - 2</u>	ZIPLY FIBER	8/25/2022	\$650.50
	Total	Check	\$16,643.04
	Total	9001000967	\$16,643.04
	Grand Total		\$16,643.04

Della Senay

Angelia C. Jordan



Payroll Register

City of Aumsville

Fiscal: 2022-23
Deposit Period: 2022-23 - August
Check Period: 2022-23 - August - Second Council

Riverview Community Bank

9001000967

Check

55675

Direct Deposit Run - 8/26/2022

EFT 19370826

EFT 54890815

EFT 9052022

EFT 9122022

EFT 9152022

EFT HSA8312022

EFT OSGP8312022

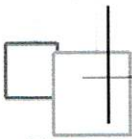
EFT V8312022

Brewster, Hayley E	8/31/2022	\$1,592.65
Payroll Vendor	8/31/2022	\$39,631.16
Oregon Department of Revenue	8/31/2022	\$4,258.61
EFTPS	8/31/2022	\$14,727.29
CIS TRUST	8/31/2022	\$26,736.22
PERS	8/31/2022	\$13,895.49
AFLAC	8/31/2022	\$468.90
HSA Bank	8/31/2022	\$1,304.17
VOYA - STATE OF OREGON - LG#:2234	8/31/2022	\$665.00
Valic	8/31/2022	\$25.00

Total	Check	\$103,304.49
Total	9001000967	\$103,304.49
Grand Total		\$103,304.49

Angelia Gjoker

Della Leroy



Accounts Payable Register

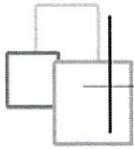
City of Aumsville

Fiscal: 2022-23
Deposit Period: 2022-23 - August
Check Period: 2022-23 - August - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
EFT Payment 8/29/2022 11:35:09 AM - 1	HOME DEPOT CREDIT SERVICES	8/29/2022	\$405.64
	Total	Check	\$405.64
	Total	9001000967	\$405.64
	Grand Total		\$405.64







Accounts Payable Register

City of Aumsville

Fiscal: 2022-23
Deposit Period: 2022-23 - September
Check Period: 2022-23 - September - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>55676</u>	ALL STAR TENTS & PARTY RENTALS	9/6/2022	\$4,026.50
<u>55677</u>	AUMSVILLE ACE HARDWARE	9/6/2022	\$363.46
<u>55678</u>	BILL CASE FARMS, INC	9/6/2022	\$3,540.00
<u>55679</u>	BMS TECHNOLOGIES	9/6/2022	\$2,239.53
<u>55680</u>	FERGUSON ENTERPRISES INC #3325	9/6/2022	\$364.62
<u>55681</u>	FERGUSON WATERWORKS #3011	9/6/2022	\$50.71
<u>55682</u>	FRANK NORMAN	9/6/2022	\$93.89
<u>55683</u>	GREG TILLEY TRUCKING	9/6/2022	\$2,170.00
<u>55684</u>	MNOP	9/6/2022	\$643.14
<u>55685</u>	NORTHWEST HANDLING SYSTEMS, INC.	9/6/2022	\$1,369.05
<u>55686</u>	OFFICE DEPOT, INC	9/6/2022	\$276.68
<u>55687</u>	R.A.I.N.	9/6/2022	\$975.43
<u>55688</u>	SANDRA HERRMANN & ROBB ROBINSON	9/6/2022	\$122.23
<u>55689</u>	VALLEY AGRONOMICS LLC	9/6/2022	\$81.90
<u>EFT Payment 9/6/2022 3:08:04 PM - 1</u>	INVOICE CLOUD	9/6/2022	\$189.40
<u>EFT Payment 9/6/2022 3:08:04 PM - 2</u>	PACIFIC POWER	9/6/2022	\$35.06
<u>EFT Payment 9/6/2022 3:08:04 PM - 3</u>	VERIZON WIRELESS	9/6/2022	\$37.45
<u>EFT Payment 9/6/2022 3:08:04 PM - 4</u>	WAVE	9/6/2022	\$9.95
	Total Check		\$16,589.00
	Total 9001000967		\$16,589.00
	Grand Total		\$16,589.00

