



595 Main Street, Aumsville, OR 97325  
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# PUBLIC MEETING NOTICE

## AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

**MONDAY, JANUARY 23, 2023**

### **AGENDA**

**1) CALL TO ORDER: 7:00PM**

- a) Approve Agenda

**2) PRESENTATIONS, PROCLAMATIONS, & VISITORS**

- a) **Cub Scout Pack #405**

- b) **Appoint Council Vacancy**

- c) **Employee Awards Presentation**

- A. Police Department**

- a) Employee of the Year – Officer Phillip Wright

- b) Reserve Officer of the Year – David Kosel

- B. City Staff**

- a) Employee of the Year – Tasha Preston

- C. Employee Anniversaries**

- a) Sargeant Shane Bird – 25 years

- b) Colleen Rogers – 15 years

- c) Brandon Blythe – 15 years

- d) Phillip Wright – 5 years

- d) **Public Comment:** Due to the COVID-19 Virus Council will conduct the meeting via Zoom conference call. Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at [rharding@aumsville.us](mailto:rharding@aumsville.us) by noon on January 23, 2023.

- e) **Visitors:** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email [crogers@aumsville.us](mailto:crogers@aumsville.us) to request log in instructions. Information will also be posted on our website [City Council Regular Meeting | City of Aumsville Oregon](#)

**3) CONSENT AGENDA:** (Action) Council Meeting January 9, 2023 Minutes

**4) PUBLIC HEARINGS:**

**5) OLD BUSINESS: None**

**6) NEW BUSINESS:** (Action) Agreement for Consulting Services- Winterbrook Planning

**7) CITY ADMINISTRATOR REPORT:** (Information)

a) Review Check Register November 2, 2022 - January 14, 2023

**8) MAYOR AND COUNCILORS REPORTS**

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

**10) CORRESPONDENCE:**

**11) ADJOURNMENT REGULAR MEETING**

**12) Executive Session: None**

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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[www.aumsville.us](http://www.aumsville.us)

## AUMSVILLE CITY COUNCIL

### January 9, 2023 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:03 PM. Present in-person were Mayor Angelica Ceja, and Councilors Nico Casarez, Scott Lee, Della Seney, Katie Wallace, and Walter Wick (arrived at approximate 7:09 PM). Council absent: None. Staff present: City Administrator (CA) Ron Harding, City Clerk Colleen Rogers, and Office Specialist Kirsti Pizzuto. The meeting was video recorded to be released later.

**AGENDA APPROVAL:** Mayor Ceja called for a motion to approve the agenda. Councilor Seney moved to approve the agenda with an amendment to section 6 New Business, with the addition of Maude's Drywall Bid Proposals for Review. Councilor Casarez seconded the motion. Motion APPROVED 5-0: (Yes: = Councilors Casarez, Lee, Seney, and Mayor Ceja. No: None.)

**VISITORS:** There were 11 in-person visitors and 3 online attendees. This meeting was also live streamed on Facebook where there were up to 13 viewers at one time.

**OATHS OF OFFICE:** Former Mayor Clevenger was thanked for his time as mayor, and given a key to the city of Aumsville in the form of a tie pin, pocket knife, and a glass display. Former Mayor Clevenger acknowledged the community, city council, and city staff for their support and assistance in his time as mayor.

Mayor Ceja took her Oath of Office as the new mayor.

Councilors Casarez and Seney were re-elected and took their Oaths of Office.

**APPOINTMENT OF VACANT COUNCIL POSITIONS:** Council reviewed three applications for the two vacant Council positions. Council could only appoint one of the seats until after January 10<sup>th</sup> due to election policy. After a brief discussion, Councilor Wick moved to appoint Katie Wallace to the vacant seat. Councilor Lee seconded the motion. There was no further discussion. Motion APPROVED 5-0: (Yes = Councilors Casarez, Lee, Seney, Wick, and Mayor Ceja. No: None.)

Councilor Wallace took her Oath of Office.

Councilors discussed the two applicants for the upcoming appointment. Both applicants were mentioned as strong candidates.

**APPOINTMENT OF NEW COUNCIL PRESIDENT:** Mayor Ceja was the previous Council President. Councilor Seney offered that she would be willing to take on the position. Councilor Wick moved to appoint Councilor Seney as Council President. Councilor Lee seconded the

motion. Councilor Seney accepted the nomination. Motion APPROVED 6-0: (Yes: Councilors Casarez, Lee, Seney, Wallace, Wick, and Mayor Ceja. No: None)

**APPOINTMENT OF PLANNING COMMISSIONERS:** There were two vacancies, and two applicants who were both previous commissioners in good standing. Councilor Casarez moved to re-appoint Chris Chytka and Jennifer Molan as Planning Commissioners. Councilor Wick seconded the motion. Motion APPROVED 6-0: (Yes: Councilors Casarez, Lee, Seney, Wallace, Wick, and Mayor Ceja. No: None)

**PUBLIC COMMENT: None**

**CONSENT AGENDA:** Councilor Casarez moved to approve the December 12, 2022 city council meeting minutes as presented. Councilor Wick seconded the motion. Motion APPROVED 6-0: (Yes: Councilors Casarez, Lee, Seney, Wallace, Wick, and Mayor Ceja. No: None)

**PUBLIC HEARING: None**

**OLD BUSINESS: None**

**NEW BUSINESS:**

Surplus Public Works Equipment: CA Harding explained that there are a number of pieces of outdated public works equipment that haven't been used in an extended period of time. Some of these items include a 1995 Crown Victoria Police Car, a 1979 GMC Vactor Truck, a DewEze Side Hill Mower, a Kubota Lawn Tractor/mower, a Craftsman Lawn Tractor, a Columbia Par Car, and a Military Generator. Most of these items have been replaced, as they do not run, and haven't for several years. With limited space and a number of upcoming Public Works projects, it would be beneficial to move these pieces of equipment out of the yard. CA Harding recommended sending these items to the state surplus through our State Surplus Agreement.

Councilor Casarez moved to surplus out the equipment as recommended by staff. Councilor Lee seconded the motion. Motion APPROVED 6-0: (Yes: Councilors Casarez, Lee, Seney, Wallace, Wick, and Mayor Ceja. No: None)

Maude's Drywall Proposals: CA Harding provided a background of the Maude's building, explaining that it was not in the original plans to have electrical or insulation installed as soon as it has been, but that Marion County has required specific upgrades. Council previously approved the contracts for electrical work and insulation as required by Marion County. There is now enough funding in the budget to finish the drywall, and, if started now, the project should be complete by the beginning of summer. 5-Star Drywall's approval includes a level of finish and thickness of sheetrock greater than the other two bidders. CA Harding recommended approving the drywall project to be completed by 5-Star Drywall in the amount of \$12,150.00 from Fund 010-804. Councilor Casarez moved to approve the Maude's Drywall Project as presented by staff. Councilor Lee seconded. Motion APPROVED 6-0: (Yes: Councilors Casarez, Lee, Seney, Wallace, Wick, and Mayor Ceja. No: None)

**CITY ADMINISTRATOR REPORT:** CA Harding briefly touched on the police report, and stated that the Chief of Police is fitting into his new role well. There is a strong pool of candidates for the open positions with the city.

CA Harding advised that the city will be going to bid on the water reservoir project, which will include two new wells. Further updates on the reservoir project's status are expected in February.

CA Harding met with some representatives to discuss what they would like to see in a capital request. The capital request was submitted and distributed to representatives. CA Harding researched other grant resources for the infrastructure projects at length earlier in the day to try to reduce the debt to the city.

Recently completed projects included the installation of the Watchfire Reader Board sign, and the Veterans Memorial project unveiled last month in front of City Hall. The Watchfire Reader Board has been used to display announcements for holiday events and weather alerts with current temperature. The Veterans Memorial ceremony brought approximately 30 viewers, including a speaker and a color guard from the Oregon National Guard.

**MAYOR/COUNCIL REPORTS AND INITIATIVES:** Councilor Casarez mentioned that he will be going to City Day at the Capitol on January 25, 2023 to promote Aumsville's projects to the state representatives, and that he suggested Aumsville as a stopping point for Governor Elect Tina Kotek in her Marion County tour. Mayor Ceja and Councilor Seney are also signed up for City Day at the Capitol.

**GOOD OF THE ORDER:** Mayor Ceja advised that she will be out of town through January 16<sup>th</sup>, but will be available by phone.

**CORRESPONDENCE: None**

Mayor Ceja adjourned the meeting without prejudice at 7:37 PM.

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Angelica Ceja, Mayor

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Ron Harding, City Administrator



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## **STAFF REPORT**

**TO:** City of Aumsville City Council

**FROM:** Hayley Brewster, Office Specialist at City Hall

**SUBJECT:** Winterbrook Contract for Planning Consulting Services

**RECOMMENDATION:** Approval of agreement for planning consulting services from Winterowd and Brooks, LLC, dba Winterbrook Planning on an on-call basis.

**BACKGROUND:** : The city currently contracts with the Mid-Willamette Council of Governments for planning services. Occasionally we contract with other planning consultants for special projects. As the city moves forward and gets closer to having development with the interchange development zone, city staff feel we need to bring in a planning consultant with more commercial development experience and more resources to make sure the city's interest and plans for the future are maximized.

Winterbrook has successfully assisted both the cities of Turner and Sublimity in developing viable application to expand the UGB. This is also work the city will need to perform in the near future.

Winterbrook Planning agrees to serve as the Planning Advisor for the city of Aumsville in both long-term and current planning needs. Winterbrook will provide a monthly statement that will detail work completed and fees due. Fees range from \$90-\$175 hourly for planning services in addition to direct expense rates such as mileage and office fees.

### **MOTION:**

- I move to approve the agreement for consulting services from Winterowd and Brooks, LLC, dba Winterbrook Planning on an on-call basis as presented in the proposed agreement.
- I move to approve the agreement for consulting services from Winterowd and Brooks, LLC, dba Winterbrook Planning on an on-call basis with the following amendments:
- Remand back to staff to provide additional research or modification.

## AGREEMENT FOR CONSULTING SERVICES

between

**City of Aumsville and Winterowd & Brooks, LLC**

THIS AGREEMENT is made and entered into this 13th day of January, 2023, by and between City of Aumsville, hereinafter referred to as “*Client*,” whose address is 595 Main Street, Aumsville, OR 97325 and **Winterowd and Brooks, LLC, dba Winterbrook Planning** (“*Winterbrook*”), 610 SW Alder Street, Suite 810, Portland, Oregon, 97205.

*Client* and *Winterbrook* mutually understand and agree as follows:

### ARTICLE 1. SCOPE OF WORK

*Winterbrook* agrees to serve as planning advisor for *Client* at *Client*'s direction. These services include both long-range and current planning, permit review, and coordination with *Client*, *Client*'s attorney, State agencies, and other professional consultants. The scope of specific projects will be determined on a case-by-case basis by *Client*.

Jesse Winterowd, AICP, PMP will be the *Winterbrook* Project Manager and will report directly to *Client*.

### ARTICLE 2. TIME OF PERFORMANCE

- A. EFFECTIVE DATE: This Agreement is effective January 13, 2023
- B. ESTIMATED COMPLETION DATE: As an on-call contract, no completion date is specified.
- C. TERMINATION DATE: Except as set forth in ARTICLE 9: TERMINATION OF CONTRACT, this contract shall remain in effect until the SECTION 1: SCOPE OF WORK has been completed.
- D. CONTRACT EXTENSION: The term of this contract may be extended by mutual agreement as set forth in ARTICLE 8: CHANGES TO AND ENFORCEMENT OF AGREEMENT.

### ARTICLE 3. FEE

#### A. PROFESSIONAL SERVICES

*Client* agrees to reimburse *Winterbrook* on a time-and-expense basis for professional services described in Article 1. *Winterbrook* may adjust its fees annually, and will give *Client* advance notice. Time and expenses will be billed as follows in 2023:

#### Professional Services Hourly Rates

Principal Planner	\$175
Senior Planner	\$130
Associate Planner	\$115
Environmental Scientist	\$115
Assistant Planner	\$100
Project Coordinator	\$90

B. DIRECT EXPENSES

*Client* agrees to reimburse *Winterbrook* for direct expenses, which are not included in the professional services fees in Article 3, Section A., above. Direct expenses will be billed at the rates listed below.

Direct Expense Rates

*Expenses reimbursed at cost*

Airfare, train, public transit, rental car, parking, postage, long distance, document fees, printing, application fees

*Expenses reimbursed at rate*

Mileage	\$0.58 per mile (or prevailing Federal mileage rate)
Photocopies	\$0.15 per page
Faxes and scanning	\$1.00 per page
8 ½ x 11 color printing	\$0.50 per page
11 x 17 color printing	\$1.00 per page

C. OTHER EXPENSES. The identified scope is limited to fees and expenses incurred by *Winterbrook*.

**ARTICLE 4. PAYMENT**

- A. MONTHLY STATEMENT. *Winterbrook* will provide *Client* with a monthly statement describing the work completed and the amount due. If a project is temporarily inactive or no substantial work has been completed during the monthly cycle, *Winterbrook* may choose not to send the monthly statement until the project becomes active again.
- B. PAYMENT: *Client* agrees to approve the statement or notify *Winterbrook* of the reasons for disapproval within five (5) days of receipt and, upon approval, will pay to *Winterbrook* the amount in full within 30 days of the date of the statement.
- C. LATE PAYMENT. *Winterbrook* will assess a finance charge in the amount of 1.5 percent per month on any unpaid balance more than 30 days overdue.
- D. PAST DUE BALANCES. *Winterbrook* may stop work on the project if the unpaid balance is more than 30 days overdue.
- E. BILLING RECORDS. *Winterbrook's* records of time and expenses in performance with Article 1 are available to *Client* for inspection.

**ARTICLE 5. INDEPENDENCE OF WINTERBROOK PLANNING**

- A. METHODS: The manner and means of conducting the work are specified in Article 1 and are under the control of *Winterbrook*. The work is subject to *Client's* general right of review and supervision.





- B. INDEPENDENT CONTRACTOR: *Client* and *Winterbrook* intend and agree that an independent contractor relationship is created by this contract. No agent or employee of *Winterbrook* will be deemed to be the employer or agent of *Client*.

#### **ARTICLE 6. PROFESSIONAL STANDARDS**

- A. TIMELY SERVICES: *Winterbrook* will provide *Client* with timely services taking into account both *Winterbrook's* requirements for meeting professional standards and Article 1.
- B. PROFESSIONAL STANDARD: *Winterbrook* will meet the standard of care, skill, and diligence normally provided by a professional land use planning firm.
- C. CLAIMS: Any claim of damage must be made by *Client* within 12 months of project completion, receipt of *Winterbrook's* final report or a local government decision regarding the *Client's* project. Damages shall not include consequential damages to *Client* or third parties and shall be limited to the value of the contract.

#### **ARTICLE 7. OWNERSHIP OF MATERIALS AND PRODUCTS**

*Client* retains exclusive ownership of any data, models, reports, and other materials produced for this project, except for reports and data that are submitted into the public record. Except for reports and data submitted into the public record, *Winterbrook* may not loan, sell, or otherwise distribute project materials without *Client's* express consent.

#### **ARTICLE 8. CHANGES TO AND ENFORCEMENT OF AGREEMENT**

- A. INTEGRATION: This Agreement contains the entire agreement between *Client* and *Winterbrook*.
- B. AMENDMENT: This Agreement may be amended by mutual agreement of *Client* and *Winterbrook*. Any amendments must be in writing and signed by representatives of both *Client* and *Winterbrook*. However, minor changes to the work program or extension of the term of this Agreement may be authorized by *Client* via email, in which case *Winterbrook* will maintain a copy of the email record in the project administrative file.
- C. ASSIGNMENT: Neither party may assign or transfer their interest in the Agreement without the express written consent of the other party.
- D. SEVERABILITY: If any of the provisions of the Agreement are held unenforceable or invalid by any court of competent jurisdiction, such holding shall not render unenforceable or invalidate any other provisions.
- E. WAIVER: Failure of either party to enforce any provision of the Agreement does not constitute a waiver of any other provision.

#### **ARTICLE 9. TERMINATION OF AGREEMENT**

- A. TERMINATION FOR CAUSE: If either *Winterbrook* or *Client* fails to perform in a timely manner or violates any stipulation of the Agreement, the other party will have the right to terminate the Agreement by giving at least ten (10) days written notice of intent to terminate,



specifying the reason and effective termination date. *Winterbrook* will be entitled to receive compensation for any work completed prior to the effective date of termination.

- B. **TERMINATION FOR OTHER REASONS:** Either party may terminate the Agreement by giving at least ten (10) days written notice of intent to terminate, specifying the reason and effective termination date. *Winterbrook* will be entitled to receive compensation for any work completed up to the time of receipt of the written notice of termination.

**ARTICLE 10. ATTORNEY'S FEES**

In the event suit or action is instituted to enforce any provisions of the Agreement, the prevailing party will be entitled to reasonable attorney fees and costs, including fees for appellate court proceedings.

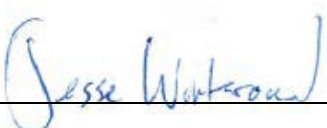
**ARTICLE 11. GOVERNING LAW**

*Winterbrook* agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this Agreement. The Agreement is governed by and enforced in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

**Winterowd & Brooks, LLC**

**City of Aumsville**

BY:   
Jesse Winterowd, Managing Principal

BY: \_\_\_\_\_  
Ron Harding, City Administrator

DATE: January 13, 2023

DATE: \_\_\_\_\_



## Exhibit A

### PROFESSIONAL SERVICES

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### PAYMENT

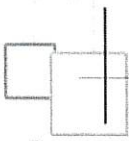
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# Accounts Payable Register

City of Aumsville

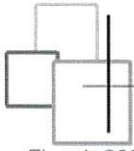
Fiscal: 2022-23

Deposit Period: 2022-23 - November

Check Period: 2022-23 - November - First Council

Riverview Community Bank		9001000967	
<b>Check</b>			
<u>55812</u>	SAMANTHA WEAVER	11/2/2022	Void
<u>55925</u>	SAMANTHA WEAVER	1/9/2022	\$50.00
		<b>Total</b>	<b>Check</b>
		<b>Total</b>	<b>9001000967</b>
		<b>Grand Total</b>	<b>\$50.00</b>

*Suzette J. Gier*  
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*Paul H. Hoyer*  
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# Accounts Payable Register

City of Aumsville

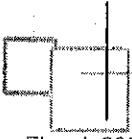
Fiscal: 2022-23

Deposit Period: 2022-23 - January

Check Period: 2022-23 - January - First Council

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>55926</u>	AUMSVILLE ACE HARDWARE	1/9/2023	\$89.96
<u>55927</u>	AUMSVILLE RURAL FIRE DEPARTMENT	1/9/2023	\$818.42
<u>55928</u>	BMS TECHNOLOGIES	1/9/2023	\$2,056.18
<u>55929</u>	CASCADE FRUIT & PRODUCE	1/9/2023	\$245.00
<u>55930</u>	Deere & Company	1/9/2023	\$13,328.73
<u>55931</u>	FERGUSON WATERWORKS #3011	1/9/2023	\$2,704.03
<u>55932</u>	GREYSTONE TACTICAL	1/9/2023	\$51.99
<u>55933</u>	HOME INSULATION CONTRACTORS, INC.	1/9/2023	\$8,950.00
<u>55934</u>	METCOM 9-1-1	1/9/2023	\$8,182.63
<u>55935</u>	MNOP	1/9/2023	\$4,043.34
<u>55936</u>	MOONLIGHT MAINTENANCE	1/9/2023	\$376.75
<u>55937</u>	WATERLAB CORP	1/9/2023	\$622.50
<u>55938</u>	WILCO	1/9/2023	\$129.98
<u>EFT Payment 1/9/2023 11:20:56 AM - 1</u>	INVOICE CLOUD	1/9/2023	\$177.40
<u>EFT Payment 1/9/2023 11:20:56 AM - 2</u>	RIVERVIEW COMMUNITY BANK	1/9/2023	\$5,448.95
<u>EFT Payment 1/9/2023 11:20:56 AM - 3</u>	VERIZON WIRELESS	1/9/2023	\$37.92
<u>EFT Payment 1/9/2023 11:20:56 AM - 4</u>	WAVE	1/9/2023	\$9.95
	<b>Total</b>	<b>Check</b>	<b>\$47,273.73</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$47,273.73</b>
	<b>Grand Total</b>		<b>\$47,273.73</b>

*Angelis G. Au*  
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*Patricia J. Au*  
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# Payroll Register

City of Aumsville

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

Bank	Account	Payee	Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>			
<b>Check</b>				
<u>55939</u>		Brewster, Hayley E	1/13/2023	\$1,577.19
<u>Direct Deposit Run - 1/11/2023</u>		Payroll Vendor	1/13/2023	\$37,035.91
<u>EFT 1272023</u>		PERS	1/13/2023	\$13,544.21
<u>EFT 72922547</u>		EFTPS	1/13/2023	\$14,018.61
<u>EFT 76370112</u>		Oregon Department of Revenue	1/13/2023	\$3,996.27
<u>EFT HSA1042023</u>		HSA Bank	1/4/2023	\$27,341.67
<u>EFT HSA1132023</u>		HSA Bank	1/13/2023	\$1,124.08
<u>EFT OSGP1132023</u>		VOYA - STATE OF OREGON - LG#:2234	1/13/2023	\$665.00
<u>EFT V1132023</u>		Valic	1/13/2023	\$25.00
		<b>Total</b>	<b>Check</b>	<b>\$99,327.94</b>
		<b>Total</b>	<b>9001000967</b>	<b>\$99,327.94</b>
		<b>Grand Total</b>		<b>\$99,327.94</b>

*Della Lopez*  
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*[Signature]*  
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