



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

PUBLIC MEETING NOTICE

AUMSVILLE CITY COUNCIL MEETING

In the Community Center and via Zoom Video Conference

MONDAY, SEPTEMBER 25, 2023

AGENDA

1) CALL TO ORDER: 7:00PM

- a) Approve Agenda

2) PRESENTATIONS, PROCLAMATIONS, & VISITORS

- a) **Public Comment:** 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 25, 2023.
- b) **Visitors:** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email hbrewster@aumsville.us to request log in instructions. Information will also be posted on our website at aumsville.us

3) CONSENT AGENDA: (Action)

- a) Minutes from the September 11, 2023 Regular Meeting
- b) Accounts Payable and Payroll Register

4) PUBLIC HEARINGS:

- a) Open SCS Communications Franchise Renewal Hearing (Ordinance 720, available in full for inspection at Aumsville City Hall)
 - 1) Staff Report – City Administrator, Ron Harding
 - 2) Testimony/Comments/Questions
 - 3) Close Public Hearing
 - 4) Council Deliberations
 - 5) Council Decision
 - a) First Reading of Ordinance **720 An Ordinance Granting a Franchise for Communications Purposes to SCS Communications and Security, Inc.**
 - b) Second Reading and Adoption

5) OLD BUSINESS: None

6) NEW BUSINESS:

- a) Contract with Brick & Mortar Realty, LLC
- b) Contract with Sightline for Tower Lease

7) CITY ADMINISTRATOR REPORT: (Information)

- a) Aumsville Infrastructure & Community Engagement

8) MAYOR AND COUNCILORS REPORTS

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

10) CORRESPONDENCE

- a) USDA Rural Development: Obligation of Funds
- b) Marion County Board of Commissioners Notice of Public Hearing: Legislative Amendment (LA) 23-001

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.



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

AUMSVILLE CITY COUNCIL

September 11, 2023 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:00PM. Present were Mayor Angelica Ceja, Councilors Scott Lee, Della Seney, Doug Cox, Katie Wallace, and Walter Wick. Council absent: Nico Casarez. Staff present: City Administrator (CA) Ron Harding, Damian Flowers Chief of Police and Community Outreach Coordinator Hayley Brewster. The meeting was video recorded to be released later.

AGENDA APPROVAL: Councilor Seney moved to approve the agenda as presented. Councilor Wick seconded. Council present voted unanimously to approve the agenda. Agenda approved.

PRESENTATIONS: None.

VISITORS: None.

PUBLIC COMMENT: None.

CONSENT AGENDA: Councilor Seney moved to approve the Consent Agenda as presented. Councilor Wick seconded. Council present voted unanimously to approve the Consent Agenda. Consent Agenda approved.

PUBLIC HEARING: None.

OLD BUSINESS: None.

NEW BUSINESS: New Patrol Vehicle

Chief Flowers started his presentation by reflecting on the staff report brought to council the previous year to purchase Ford patrol vehicles. Ford has cancelled the city's order for the vehicles after pushing the production date back several times. He stated the order is supposed to be entered into the 2024 year build for vehicles, but there is still no guarantee the city would receive 2024 models. Chief Flowers explained that Dodge and GM are other options he has investigated. GM has one PV (Pursuit Vehicle) they can make. GM won't be able to accept orders until May of 2024 for their Tahoe PV. Chief Flowers received positive feedback from several other police departments that use Dodge Durango's as PVs without mechanical issues arising.

Chief Flowers informed council that Keizer Police Department donated two patrol vehicles to Aumsville. There will be costs to get them ready for the cities PD to use but will help with the current need. Chief Flowers recommended council to Authorize the City to purchase Dodge

Durango patrol vehicles instead of the previously approved Ford Interceptor patrol vehicles using state contract prices. Councilor Cox asked Chief Flowers if there is a car he preferred for the department. Chief explained that the PD would be okay with waiting until May for the Ford vehicles, but there is still a chance for orders to be pushed back again because of the other departments who were impacted by the 2023 order cancellations. The Durangos would be ready between 90 and 120 days, with a higher cost.

Councilor Wick mentioned he spoke to the fleet manager with Marion County Sheriff's Office about the Durangos that the county uses and noted some issues with the transmission in the earlier models. Councilor Wick said the fleet manager told him the transmission issues had been fixed.

Councilor Lee said that he had a mechanical background that made him question the transmission issues with the earlier Dodge models as well but was unsure if the newer models had fixed them. Councilor Lee stated he trusted Chief's decision-making in what would be best for the department and the city. Councilor Cox asked if council would like to amend the motion so that the police department may have the ability to pick which ever vehicle will accommodate the departments needs best.

Councilor Cox moved to approve the city to purchase two patrol vehicles of their choice instead of the previous Ford Interceptors previously approved. Councilor Seney seconded. Council present voted unanimously. Motion passed.

CITY ADMINISTRATOR REPORT:

CA Harding started with the Public Works Report, stating the city has been working hard to reduce the lost water in the city. The city had previously been averaging 17% lost water and has been able to reduce that to around 10%. CA Harding reminded council that the city will be trying to upgrade the meter reading program in the future to help find more opportunities to reduce lost water. Mayor Ceja asked if the city knows how much of the lost water could be from the concrete pipes in the city. CA Harding predicts that as the city continues to replace the concrete pipes, the city will continue to see a reduction in lost water over time.

CA Harding reported on Corn Festival and stated that the city was down on sponsorship donations, but that the city was able to bring in more money this year to distribute to local service groups than in previous years. He said at the next meeting the city will be able to provide more of a financial breakdown. CA Harding said that changing the parking from a flat fee to donation-based brought in more revenue than previous years. CA Harding expressed that he is happy with the progress the event has made and how staff has dialed-in the procedures to make it run smoothly. He stated that city staff will be organizing a meeting to recap Corn Festival and take in feedback to make next year run even more efficiently.

CA Harding said that the Public Works building is moving forward with prepping land while waiting for permits to come through.

CA Harding said the water drilling is done in Porter-Boone Park and is moving into well development, which will maximize the flow.

CA Harding informed council that the audit was underway at City Hall. And the city would receive the audit report sometime after the first of the year.

CA Harding stated it is time to clean out Highberger Ditch again. The city is avoiding issues with storm water entering the neighborhood. The ditch is a deed restriction for the homes along the ditch. The homeowners are required by DEQ to maintain the ditch.

He let council know that there is a Planning Commission meeting on October 5th to address the Development Code.

CA Harding informed council that CIS, the city's insurance company is offering insurance coverage to domestic partnerships coming up in the next open enrollment. He stated he wasn't sure on the financial impact it would have on the city, should employees utilize this benefit, but that he was open to council's feedback. CA Harding recommended opting out the coming year so they could better evaluate the financial impact it could have. Mayor Ceja said that by not offering the insurance for domestic partnerships would not be inclusive. Councilor Wallace asked when the next open enrollment would be to add this coverage other than now, and CA Harding explained it wouldn't be until Fall 2024. Mayor Ceja asked if the city would cover all or a partial amount of the domestic partners insurance. CA Harding said that there was not enough information provided at this time to know. Mayor Ceja followed up asking whether the city would still be charged if no one signed up for this insurance. CA Harding said that the city only pays for it if someone enrolls in it. Councilor Wick stated that adding this option would be beneficial in the recruitment process as well as retention of employees. CA Harding stated that the consensus was to allow it as an option for open enrollment this year.

CA Harding gave an update on the wastewater funding. The city has secured 9.3 million in funding, as well as a hypothetical 6 million from USDA, that would come with a 9-million-dollar loan, in addition to a 2-million-dollar grant on a 4-million-dollar loan from DEQ. Mayor Ceja asked if the city knows yet what the projected water bill will be with the funding the city currently has. CA Harding stated that the city will hire a company that specializes in figuring out how the city will pay back the loans. They will do a study and will be able to figure out the financial impact on the residents. CA Harding suggested a work session to talk more about hypotheticals on what the water rate could be. CA Harding is pleased with the grants the city has been able to obtain.

CA Harding asked the council if they would like to approve new liquor licenses within the city or leave it to city staff to approve or deny in the future. By consensus, CA Harding is able to approve the licenses in the future.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Mayor Ceja met with other local mayors who have all decided to work together on the If I Were Mayor contest to collaborate with local cities.

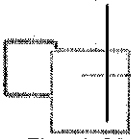
GOOD OF THE ORDER: None.

CORRESPONDENCE: No comment on provided correspondence.

Mayor Ceja adjourned the meeting without prejudice at 7:59PM.

Angelica Ceja, Mayor

Ron Harding, City Administrator



Payroll Register

City of Aumsville

Fiscal: 2023-24

Deposit Period: 2023-24 - September

Check Period: 2023-24 - September - First Council

**Riverview Community Bank
Check**

9001000967

Direct Deposit Run - 9/13/2023

EFT 31607047

EFT 68370914

EFT 9272023

EFT HSA9152023

EFT OSGP9152023

EFT V9152023

Payroll Vendor

EFTPS

Oregon Department of Revenue

PERS

HSA Bank

VOYA - STATE OF OREGON - LG#:2234

Valic

9/15/2023

9/15/2023

9/15/2023

9/15/2023

9/15/2023

9/15/2023

9/15/2023

\$42,554.30

\$15,560.40

\$4,212.87

\$15,926.88

\$1,315.75

\$585.00

\$25.00

Total

Check

\$80,180.20

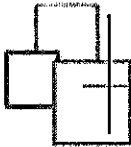
Total

9001000967

\$80,180.20

Grand Total

\$80,180.20

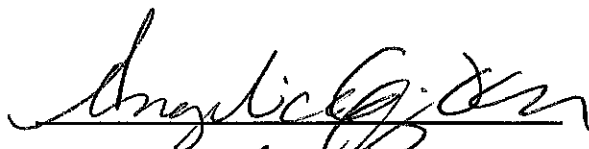
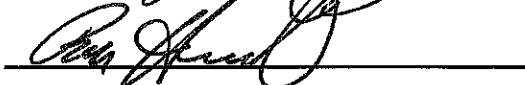


Accounts Payable Register

City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - September
Check Period: 2023-24 - September - First Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56346</u>	911 SUPPLY	9/12/2023	\$302.60
<u>56347</u>	ALWAYS PREPARED CPR & FIRST AID	9/12/2023	\$600.00
<u>56348</u>	ANGELA ROBINSON	9/12/2023	\$25.20
<u>56349</u>	AUMSVILLE ACE HARDWARE	9/12/2023	\$7.20
<u>56350</u>	BATTERIES PLUS	9/12/2023	\$56.28
<u>56351</u>	BEERY ELSNER & HAMMOND LLP	9/12/2023	\$8,915.50
<u>56352</u>	BMS TECHNOLOGIES	9/12/2023	\$2,895.19
<u>56353</u>	CRUISE MASTER ENGRAVING	9/12/2023	\$208.00
<u>56354</u>	G-3	9/12/2023	\$2,500.00
<u>56355</u>	GRAINGER	9/12/2023	\$17.25
<u>56356</u>	HARDEN PSYCHOLOGICAL ASSOCIATES, P.C.	9/12/2023	\$420.00
<u>56357</u>	MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS	9/12/2023	\$618.75
<u>56358</u>	MOONLIGHT MAINTENANCE	9/12/2023	\$661.00
<u>56359</u>	OREGON ASSOC CHIEFS OF POLICE	9/12/2023	\$225.00
<u>56360</u>	OREGON PORTABLE TOILETS LLC	9/12/2023	\$1,350.00
<u>56361</u>	PETROCARD, INC.	9/12/2023	\$408.68
<u>56362</u>	PLATT ELECTRIC SUPPLY	9/12/2023	\$20.02
<u>56363</u>	RICHARD P EVANS, JR LLC	9/12/2023	\$575.00
<u>56364</u>	STEVE WHEELER TIRE CENTER	9/12/2023	\$251.98
<u>56365</u>	VISION MUNICIPAL SOLUTIONS, LLC	9/12/2023	\$8,055.00
<u>56366</u>	WALTER E NELSON	9/12/2023	\$1,276.40
<u>EFT Payment 9/12/2023 10:28:21 AM - 1</u>	INVOICE CLOUD	9/12/2023	\$185.80
<u>EFT Payment 9/12/2023 10:28:21 AM - 2</u>	PACIFIC POWER	9/12/2023	\$13,120.95
<u>EFT Payment 9/12/2023 10:28:21 AM - 3</u>	REPUBLIC SERVICES #456	9/12/2023	\$711.64
<u>EFT Payment 9/12/2023 10:28:21 AM - 4</u>	VERIZON WIRELESS	9/12/2023	\$38.48
<u>EFT Payment 9/12/2023 10:28:21 AM - 5</u>	WAVE	9/12/2023	\$19.90
<u>EFT Payment 9/12/2023 10:28:21 AM - 6</u>	ZIPLY FIBER	9/12/2023	\$643.87
	Total	Check	\$44,109.69
	Total	9001000967	\$44,109.69
	Grand Total		\$44,109.69



Payroll Register

City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - August
Check Period: 2023-24 - August - Second Council

Riverview Community Bank		9001000967	
Check			
<u>Direct Deposit Run - 8/29/2023</u>	Payroll Vendor	8/31/2023	\$40,398.52
<u>EFT 07370829</u>	Oregon Department of Revenue	8/31/2023	\$4,089.50
<u>EFT 22971415</u>	EFTPS	8/31/2023	\$14,860.02
<u>EFT 9052023</u>	CIS TRUST	8/31/2023	\$23,383.99
<u>EFT 9122023</u>	PERS	8/31/2023	\$15,311.97
<u>EFT 9152023</u>	AFLAC	8/31/2023	\$188.58
<u>EFT HSA8312023</u>	HSA Bank	8/31/2023	\$1,315.75
<u>EFT OSGP8312023</u>	VOYA - STATE OF OREGON - LG#:2234	8/31/2023	\$585.00
<u>EFT V8312023</u>	Valic	8/31/2023	\$25.00
	Total	Check	\$100,158.33
	Total	9001000967	\$100,158.33
	Grand Total		\$100,158.33

Angeli E. Miller
Debra L. Serey



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24
Deposit Period: 2023-24 - August
Check Period: 2023-24 - August - Second Council

Notes	Check #	Check Date	Amount
Riverview Community Bank	9001000967		
Check			
EFT Payment 8/30/2023 11:53:22 AM - 1	OREGON DEPARTMENT OF REVENUE	8/30/2023	\$59.08
	Total	Check	\$59.08
	Total	9001000967	\$59.08
	Grand Total		\$59.08

[Handwritten Signature]

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STAFF REPORT

DATE: September 25, 2023
TO: City of Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: SCS Communications Franchise Renewal

BACKGROUND:

The city has been working with our franchise counsel on a number of franchise renewals and new franchise agreements. In June the city updated its master communications Ordinance 460 to reflect changes in federal laws and to provide some updated protections for the city. In this particular case, there were minimum changes required. The main change is the city has memorialized that any company providing cable services does not automatically get to provide those services using an overall communication franchise to do so. The reason for this is the FCC rules are different for cable services over other communications services, however, the city has some different benefits for the city and its residents. We want to make sure that we address those standards separately.

CURRENT SITUATION:

The city franchise attorney, Nancy Werner, has worked in cooperation with the franchise company representatives to make sure we have agreement on any changes to the agreement. SCS has reviewed commented and approved to the new changes.

RECOMMENDATION:

Approve Ordinance 720 establishing a new communication franchise agreement with SCS Communications and Security Inc.

COUNCIL OPTIONS – 1ST ACTION:

1. I move to approve the first reading by title only of Ordinance 720, An Ordinance Granting a Franchise for Communications Purposes to SCS Communications and security, Inc. as presented by staff
2. I move to approve the first reading by title only of Ordinance 720, An Ordinance Granting a Franchise for Communications Purposes to SCS Communications and security, Inc. as amended by ...

3. Remand back to staff to provide additional research or modification.

**If passing vote is unanimous for first action, Council may move to approve second reading and adopt.*

COUNCIL OPTIONS – 2nd ACTION:

1. I move to approve the second reading by title only and adopt Ordinance 720, An Ordinance Granting a Franchise for Communications Purposes to SCS Communications and security, Inc. as presented by staff.
2. I move to approve the second reading by title only and adopt Ordinance 720, An Ordinance Granting a Franchise for Communications Purposes to SCS Communications and security, Inc. as amended by ...
3. Remand back to staff to provide additional research or modification.

ORDINANCE NO. 720

AN ORDINANCE GRANTING A FRANCHISE FOR COMMUNICATIONS PURPOSES TO SCS Communications and Security, Inc. , a duly formed Oregon Corporation, (herein after referred to as "SCS"). BY THE CITY OF AUMSVILLE

WHEREAS, SCS, is a competitive provider that provides telephone and other communication services to the citizens of Aumsville (the "City") and other surrounding areas; and

WHEREAS, The City, through Ordinance No. 624, granted a ten-year non-exclusive franchise to SCS to conduct a general telecommunications business within the City; and SCS desires to continue the operation of its communications system within the City of Aumsville through a renewed franchise agreement; and

WHEREAS, providing communications services requires the installation, operation and maintenance of poles and other related facilities to be located within the public ways of the City; and

WHEREAS, the City desires to set forth the terms and conditions by which SCS shall use the public ways of the City; now, therefore,

The City of Aumsville ordains as follows:

SECTION 1: Grant of Communications Franchise. Subject to the conditions and reservations contained in this ordinance and Ordinance No. 460 as amended from time to time (the "Communications Ordinance"), and any generally applicable ordinances, the City of Aumsville ("City") hereby grants to SCS ("Grantee"), the nonexclusive privilege, and franchise authority within the City to provide communications service, as defined in the Communications Ordinance, within the City of Aumsville, including any lands that may be annexed by the City throughout the term of this franchise; and to place, erect, lay, maintain and operate in, upon, under and over the streets, alleys, avenues, thoroughfares and public ways or highways within the said City poles, wires whether copper, fiber optic or other technology, and other appliances and conductors for communication service purposes, but only to the extent the City has the right, title, interest or authority to grant a franchise to occupy and use such areas for communications facilities. Except as otherwise required herein or in the Communications Ordinance, such wires and other appliances and conductors may be strung upon poles and other fixtures above ground or, at the option of the Grantee, may be laid underground in pipes and conduits or otherwise protected; and such other apparatus may be used as may be necessary or proper to operate and maintain the same. In locations where aerial or above ground utility facilities (including aerial cable supports, but not including high voltage power lines)

exist as of the effective date of this franchise, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to its existing aerial facilities and supporting structures unless all facilities, other than high voltage power lines, in such area have been mandated to be placed underground per a plan as outlined by the City. Grantee shall be allowed to place above ground, subject to the provisions herein and in locations approved by the City; its fiber distribution hubs, cross connect/digital subscriber line boxes and other cabinet type facilities that are normally placed above ground. Notwithstanding any provision of this franchise, nothing in this franchise authorizes Grantee to provide cable service, as defined in the Communications Ordinance and Grantee agrees that it must apply for and receive a cable franchise prior to providing cable service in the City.

SECTION 2: Excavation and Underground Installation. No newly overlaid street or newly constructed street shall be excavated by Grantee for a period of 5 years from the time of completion of the street overlay or the street construction, unless specifically authorized by City, or in cases of an emergency declared by authorized City, state, or federal officials. Such authorization shall not be unreasonable withheld. Otherwise, it shall be lawful for Grantee to make all needful and necessary excavations in any of said streets, alleys, avenues, thoroughfares and public ways or highways in the City. Said work shall be done in compliance with the rules, regulations, ordinances and orders which have been heretofore or which may hereafter during the continuance of this franchise be required by the City.

All installations by Grantee in new residential subdivisions shall be underground, unless the City and Grantee mutually agree that such installation will create an undue burden for Grantee, placed in conjunction with all other utility installations in compliance with existing regulations.

SECTION 3: Restoration, Repairs, and Maintenance. Whenever Grantee shall disturb any of the streets, alleys, avenues, thoroughfares and public ways or highways for the purposes aforesaid, it shall be subject to and comply with applicable provisions of the Communications Ordinance and any other generally applicable ordinances of the City. Grantee shall fully and promptly repair any damage to private property, including restoration of property after installation of service drops, caused by Grantee or its contractors or subcontractors.

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/blueprints for the following work so long as the work will not impact vehicular traffic by closing or blocking a lane of vehicular travel: 1) Customer service connections/drops, repairs or maintenance that does not require cutting or breaking of the roadway, curb or sidewalk, and 2) Routine maintenance or repair of

Equipment. All other construction is subject to applicable provisions of the Communications Ordinance and any other generally applicable ordinances of the City.

Grantee may authorize qualified contractors or subcontractors to perform any of the work authorized or required in this franchise on Grantee's behalf. Any contractor or subcontractor performing work on Grantee's behalf shall be subject to applicable provisions of this franchise and City ordinances, including the Communications Ordinance, and Grantee shall remain responsible and liable for compliance with those provisions by its contractors and subcontractors.

SECTION 4: Improvements or Work by City. Nothing in this ordinance shall be construed in any way to prevent the proper authorities of the City from grading, paving, repairing, altering or improving any city facilities or the streets, alleys, avenues, thoroughfares and public ways or highways in or upon which the poles, wires, conductors, pipes or other apparatus may be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, conduits, pipes or other apparatus.

SECTION 5: Relocation or Removal of Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the wires, cables or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that if it is not for the City, the person or persons desiring to move any such buildings, machinery or other objects shall pay the entire cost to Grantee of changing, altering, moving, removing, or replacing its wires, cables or other plant so as to permit such passage, and shall deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing, or placing of said wires, cable or other plant, except as may be occasioned through the sole negligence of Grantee. Grantee shall be given reasonable written notice by the party desiring to move such building or other objects. Such notice shall detail the route of movement of such buildings or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. In case of the failure of Grantee to comply with the terms of this section, after the actual costs thereof have been paid by the person having permission to move such building or other object to Grantee, the proper officer of the City is authorized to remove said wires at the expense of the Grantee. The City and its employees shall not be liable for the consequences of any act done in

connection with the moving of the building or other object or the rearrangement or temporary removal of the wires or for the cost of rearranging the wires. Grantee shall hold the City harmless from these potential liabilities.

All other relocation or removal of facilities is subject to the applicable provisions of the Communications Ordinance.

SECTION 6: Franchise Fee. Grantee shall pay 5% of gross revenue from the provision of communications services to customers in the area within the legal boundaries of City, and include areas annexed during the term of franchise. "Gross revenue" means any and all revenue of any kind, nature or form, without deduction for expense, less net uncollectables, subject to all applicable limitations imposed by federal or state law. City may adjust the franchise fee pursuant to state law not more than on an annual basis. Any change to the franchise fee shall be implemented by the Grantee no later than the 1st of the month following 30 days written notice of any statutory change that is provided by the City. Such payments shall be made by Grantee quarterly no later than 30 days after the end of each calendar quarter. At the time payments are made, Grantee shall provide a written summary of gross revenue included in payment by Grantee from its operations in the City for the period immediately preceding the date of payment of the fee. Payments not received by the 30th day after the end of each quarter will be assessed interest at the rate of one and one-half percent per month until paid. The failure to comply with this requirement shall be considered a material breach of this franchise contract. City's acceptance of any payments due under this section shall not be considered a waiver by City of any violation of this franchise.

SECTION 7: Franchise Term; Insurance. The privileges and franchise hereby granted shall continue and be in full force for a period of 10 years from the date of passage of this ordinance. However, each party agrees to negotiate amendments to this franchise agreement necessitated by any significant change in state or federal law which materially affects the rights and obligations of the parties under this franchise. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, insurance protection as described in the Communications Ordinance. This franchise is inoperative unless it is unconditionally accepted by Grantee in writing, signed by an authorized officer of the corporation, and filed with the city administrator within 60 days after the date this ordinance is passed by the City; otherwise the ordinance and the franchise granted herein shall be null and void.

A current certificate evidencing insurance as described in the Communications Ordinance shall be deposited with the City at or prior to the time Grantee files its written acceptance with the city administrator and thereafter during the full term of

franchise or any renewal thereof.

SECTION 8: Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation or maintenance by Grantee of its communications facilities or its provision of services in the City. Grantee shall indemnify, defend, and hold the City and its elected or appointed officers, officials, employees and agents harmless from and against any and all claims, demands, liens and all liability or damage of whatsoever kind on account of Grantee's use of the streets, alleys, avenues, thoroughfares and public ways or highways within the City and/or its provision of services in the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. Notwithstanding any provision hereof to the contrary, Grantee shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises solely out of the negligence or willful misconduct of the City or any of its officers or employees.

SECTION 9: Facilities/Maps. Upon request by the City, Grantee shall furnish and file with the City an accurate map or maps certifying the location of all communications facilities within the public rights of way in compliance with the Communications Ordinance and any generally applicable ordinances of the City, and shall amend all maps to keep the City informed as to the location of all facilities installed in the franchise territory.

SECTION 10: Nondiscriminatory Pole Attachment Agreement. Aumsville's fire alarm and police signal circuits or other signal circuits required by the City may be placed on Grantee's poles in accordance with Oregon law and Public Utility Commission rules regarding pole attachments.

SECTION 11: Sale or Transfer of Franchise. In the event Grantee desires to directly or indirectly transfer, assign or dispose of its communications system or this franchise, Grantee and the City shall comply with applicable provisions of the Communications Ordinance.

SECTION 12: Repeal. Ordinance No. 624 adopting the former franchise, enacted June 10, 2013, is hereby repealed.

SECTION 13: Violation. Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this ordinance shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs.

SECTION 14: Compliance with Ordinance No. 460. This ordinance is subject to the Communications Ordinance, as amended from time to time. The City agrees to discuss any proposed changes to the Communications Ordinance or this franchise with Grantee before making the changes. The City will consider, but is not required to adopt, Grantee's comments on the changes. Grantee does not waive its right to challenge changes to this franchise, Communications Ordinance or other ordinances that change the requirements of this franchise or Communications Ordinance, to which the City and Grantee do not mutually agree.

SECTION 15: Effective Date. This ordinance shall take effect on the thirtieth day after its enactment.

PRESENTED AND PASSED the first reading on the 25th day of September, 2023.
PASSED its second reading on the 25th day of September, 2023. ADOPTED by the Aumsville City Council on the 25th day of September, 2023.

Ron Harding, City Administrator

SIGNED by the mayor this ____ day of _____, 2023.

Angelica Ceja, Mayor

INDEX OF MANAGEMENT SERVICES CONTRACT PROVISIONS

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CITY OF AUMSVILLE

00180 – Contract/Owner Identification Number

Effective Contract Start Date
SEPTEMBER 25, 2023

**RESIDENTIAL REAL ESTATE
PROPERTY MANAGEMENT SERVICES AGREEMENT**

Owner File Code Number: 00180—CITY OF AUMSVILLE

Wherever in this agreement a box exists, an “x” within that box indicates the item to be a part of the agreement.

SECTION 1: PARTIES

This Agreement is entered into this 25th day of September 2023 by and between

Brick & Mortar Realty, LLC,

hereafter referred to as Agent and

CITY OF AUMSVILLE

hereafter referred to as Owner.

SECTION 2: CONFIDENTIALITY

Agent agrees to exercise reasonable care and diligence; to deal honestly and in good faith; to not take any action that is adverse or detrimental to the owner’s interest and to maintain as confidential all information obtained from or about the owner, except under court order or subpoena or as otherwise required by applicable laws even after the termination of this agreement, except as permitted by owner.

SECTION 3: EXPERT ADVICE

Agent advises the owner to seek expert advice on matters that the owner deems necessary.

SECTION 4: TYPE OF AGREEMENT

- (1) This agreement shall be considered a “full service” Management Agreement. Services will be provided by the Agent as identified, **OR**
- (2) This agreement shall be considered a “limited services” Management Agreement with the services of the Agent limited to those identified.

SECTION 5: TERM, RENEWAL, TERMINATION

In consideration of the mutual agreements contained herein and for consideration as identified, the parties agree as follows:

- (1) Owner hereby contracts with Agent as the exclusive agent for the Property described as **Residence at 195 N 6th St., Aumsville, OR 97325 Tax #R97724 Built 1880**
- (2) This Agreement shall commence on or before the 25th day of September 2023 and end at midnight on the 31st, of August 2024.
 - (a) This Agreement is for a fixed period and may be cancelled prior to the end of the term by either party giving the other party a written Sixty (60) days’ notice of their wish to cancel.
 - (b) This Agreement shall automatically renew itself for additional One-Year periods until such time as this Agreement is terminated by either party giving the other Sixty (60) days advanced written notice or until such time as the services are completed to the satisfaction of both parties. If not so cancelled, the term shall be extended as an annual agreement and shall run indefinitely subject to cancellation in accordance with the provisions outlined herein.
 - (c) This Agreement may be terminated by the Agent by giving not less than forty-eight (48) hours notice to the Owner in the event that a dangerous condition exists on the premises which the

Owner fails to remedy, authorizes to be remedied or if the Owner fails to maintain or authorize to maintain the premises in a habitable condition pursuant to applicable city housing codes, if any, and ORS Chapter 90, the Oregon Landlord Tenant Act. In addition, Agent reserves the right to terminate this Agreement by giving not less than forty-eight (48) hours notice to the Owner, if in the Agent's opinion, Owner's actions or intended actions will damage, compromise or in any way jeopardize Agent's reputation or compliance with any laws governing Agent's license or actions.

- (d) Notices of termination by either party shall be served:
 personally delivered or sent by certified mail; or first class mail; or fax, or electronic mail*. * If service is by electronic mail, any notice of termination or financial authorizations will be followed by written confirmation VIA MAIL, EMAIL, OR FAX.

SECTION 6: RESPONSIBILITIES OF AGENT

The Owner authorizes and Agent agrees to any or all of the following designated services:

- (1) Advertise the availability for rent of the premises or any portion thereof.
- (a) Charged to the Owner at the per line net advertising rate charged by the advertising medium, **OR**
- (b) Shall be the financial responsibility of the Agent.
- (c) Advertising rebates and/or discounts available from the placement of bulk advertising shall be handled in the following manner:
(A) Credited to the Owner on a percentage basis, **OR**
(B) Credited to the Agent; **OR** as follows:
-
- (2) Display "For Rent" signs as necessary.
- (3) Receive applications and charge non-refundable applicant screening charges as expenses require or market conditions determine not to exceed a Professional **Third-Party's actual cost, which is currently 45.00** as of the date of this Agreement.
- (a) The application charges shall be credited to the Owner and related expenses paid by the Agent from the receipts received and credited to the Owner, **OR**
- (b) Such non-refundable applicant screening charges shall be credited and paid to the "Agent." All expenses related to the screening will be paid by the Agent. If the screening charges are retained by the Agent any incentives, such as the waiver of applicant screening charges, authorized by the Owner shall become billable expenses to the Owner by the Agent.
- (4) Screen applications initially via a third-party professional screening company for criminal, credit, and present and past landlord references. At his/her sole discretion, Agent will use their professional knowledge and experience in determining applicant(s) eligibility.
- (5) Recommend to the Owner an approved application for tenancy, **OR**
- (6) Execute rental agreements and necessary addendum on behalf of the Owner.
- (7) Collect fees, rent and/or other charges in the name of the Agent and give receipts as necessary.
- (a) Such fees, rent and other charges may be executed by credit card payments.
- (b) Credit card charges by the financial institution shall be chargeable to the Owner as an expense.
- (8) In accordance with Oregon statute and Real Estate Agency Oregon Administrative Rules, Agent shall maintain accurate records of all funds received and disbursed in connection with Agent's management of Property.
- (a) Said records shall be available for Owner's inspection at reasonable times upon receipt of written notice.
- (b) Agent's accounting records and reports will be provided monthly in Agent's current standard report format. The owner understands and accepts that Agent may use a variety of accounts and accounting systems in support of its real estate management activities.
- (c) After deducting all expenses, reserves, any sums required by law and Agent's fees & authorized expenses, a check in the net amount of all funds collected for Owner's account shall be remitted monthly by Agent to Owner at an address designated as the Owner's mailing address.

- (d) Pursuant to ORS 696.241, such reports and Owners funds will be provided by the end of the month that rents and expenses are recorded in, OR as instructed by Owner as to the frequency of batched reporting periods and Owner cash distributions.
- (e) Agent shall also render to Owner a statement showing all amounts received and disbursed for the period reported, together with a listing of all disbursements made to the Agent pursuant to authorizations contained within this agreement.
- (9) End of the year statements will be prepared and furnished no later than the 31st of January of the following year.
- (10) ORS Chapter 90 provides for the charging of specific non-refundable fees to be paid by the tenant at the commencement of the rental agreement. A disclosure to the tenant is required as to what expenses the fee will be applied. A non-refundable fee charged for expenses related to expenses incurred upon the tenant's move-out will be retained by the Agent and applied to such items as disclosed. Upon any change in Management, such fees will be transferred in the same manner as the Conditionally Refundable Security Deposit. Any excess non-refundable fee not applied to related expenses, shall be credit to:
- (a) Owner; or
- (b) Agent.
- Nonrefundable fees charged to the tenant for expenses related to activities at the time of move-in will be credited to:
- (a) Owner; or
- (b) Agent. (Application Fees)
- (11) Non-refundable fees charged to the tenant for violations of the rental agreement (such as late fees, NSF fees, etc.) shall be collected by the Agent and credit to:
- (a) Agent----100% of NSF fees, less actual NSF fees charged to Agents CTA account.
- (b) Agent----100% of late fees and 100% of service of notice fees.
- (12) Sign and serve or mail such notices as are appropriate.
- (13) Evict tenants or other occupants at Owner's Expense (\$195.00 charge for Agent or Agents representative (non-lawyer) to personally appear at any initial hearing for eviction or otherwise for Owner; this fee does not include any filing, service of notice, etc. charges.
- (14) Represent the Owner and recover possession of said premises.
- (15) Initiate, compromise, settle and/or release any actions or suits associated with the premises.
- (16) Reinstate any tenancies.
- (17) Make inspections (annually).
- (18) Make or cause to be made and supervise repairs and alterations. Owner agrees that Agent may contract for repairs with outside entities or retain the services of qualified personnel within "Agent's" organization for maintenance and repairs. In either event, unless paid by the tenant, the cost of said maintenance or repairs shall be paid by the Owner in addition to any management fee provided for herein.
- (19) Purchase and pay for necessary supplies, services and regular or routine expenses.
- (20) Obtain prior approval of the Owner of all extraordinary expenditures exceeding the sum of **\$500.00** for any one item, with a maximum cumulative total of **\$1000.00 per month**, except monthly or reoccurring operating charges and/or emergency repairs or essential services or if in the opinion of the Agent such repairs are necessary to protect and preserve the property from damage or to maintain services to the tenants as required by ORS Chapter 90 or the rental agreement; See SECTION 13.
- (21) Make or cause to be made contracts for utilities and services as the Agent shall deem advisable. Such contracts shall be paid as a regular disbursement from the Owner's receipts.
- (22) Deposit all receipts collected on the Owner's behalf in a Client's Trust Account in a federally insured financial institution.
- (23) Retain conditionally refundable deposits and deposits in a Client Trust Account pursuant to statute. Such conditionally refundable deposits shall be maintained:
- (a) In a non-interest-bearing account; **OR**
- (b) In an interest-bearing account, as allowed by federal law. Note: Federal Regulation Q prohibits accounts of Corporations from being held in interest-bearing accounts. Disclosure shall be made to the tenant as to whom the interest is paid.

- (A) Interest shall be paid to the tenants as required by applicable law, **OR**
 - (B) Interest shall be paid to the Low-Income Housing Fund – Oregon IRETA
 - (C) Interest shall be paid to the Owner.
 - (D) Upon termination of the rental agreement with the tenant, conditionally refundable deposits will be returned to the tenant, less deductible charges.
- (24) If Owner's balance in the bank is insufficient to make all disbursements due and owing to third persons, Agent shall make disbursements in the following order of priority:
- (a) Return of tenant conditionally refundable deposits.
 - (b) Expenses of operation identified in this Agreement.
 - (c) Property management fees and other payments authorized by this Agreement.
 - (d) Property tax payments required to prevent foreclosure.
 - (f) Delinquent property tax payment not covered by (d) above; and
 - (g) Owner funds
- (25) Agent will hire, discharge, and supervise all labor and employees required for the operation and maintenance of the premises. All such employees shall be deemed the employees of the Agent for administrative purposes only. In the event an on-site staff is required to manage the property, Agent shall pay all compensation, payroll taxes and other charges and expenses associated therewith, and Agent shall comply with state and federal employment requirements. Such expenses shall be reimbursed to the Agent by the Owner as a disbursement. Specific compensation for on-site staff shall be agreed upon in advance and set forth in the employment agreement if applicable.
- (26) Agent shall manage property under this Agreement in full compliance with the requirements of the Fair Housing Act of 1968 and the Federal Fair Housing Act of 1988 and shall take action considered appropriate to carry out the purposes of the Acts.
- (27) Agent is not authorized to practice law. If Agent deems legal assistance is necessary for any reason, including but not limited to rent collection or tenant eviction, Agent shall obtain such assistance from counsel approved by Owner. Any legal action undertaken shall be in Owner's name. All legal fees, costs and expenses shall be the responsibility of Owner and paid from Owner's funds.
- (28) If Owner so requests, Agent may transfer funds between the Owners' ledger account of two or more different owners only with a prior written and dated agreement signed by the affected owners who are authorizing the transfer. The agreement shall be separate from the property management agreements of the owners and include the terms of repayment and collection and any interest to be paid by the borrowing owner. The property manager shall have a separate agreement for each transfer between owners. The transfer shall be accomplished by the writing of billings and receipts as evidence of the charging and crediting of the appropriate owners' ledger accounts. The property manager shall give to each owner a separate monthly accounting on the transfer or include the accounting in the regular monthly report to the owner. If applicable, at the time of the transfer the property, the manager must enter the transfer information on each affected owners' ledger account, including but not limited to the amount and date of the transfer, and the source of the transferred funds.
- (29) Use reasonable diligence in providing other services identified as:
None

SECTION 7: INSURANCE AND INDEMNIFICATION

- (1) Agent shall contract, on behalf of the Owner for necessary fire and liability insurance adequate to protect the interests of the parties hereto, **OR**
- (2) Owner shall contract for insurance coverage and to carry, at the Owner's expense, necessary fire, and liability insurance adequate to protect the interests of the parties hereto, which policies shall be to the same extent and amount that protect the Owner. The owner shall provide proof of insurance to the Agent.
- (3) Owner agrees that at all times during the continuance of this Agreement all bodily injury, property damage and personal injury insurance carried by Owner on Property shall, without cost to Agent, extend to insure and indemnify Agent, as well as Owner, by endorsement of such insurance coverage to specifically name Agent as an additional insurance.
- (4) Copies of all insurance coverage and endorsements required under this Agreement shall be delivered promptly to Agent.

- (5) Owner shall indemnify and hold Agent harmless from all damage suits in connection with the rental of the Property and from liability from injury suffered by any employee or other persons. Agent also shall not be held liable for any error of judgment, for any mistake or fact of law, or for anything which it may do or not do hereafter, except in cases of willful misconduct, negligence, or nonperformance.

SECTION 8: AGENT DISCLOSURE OF OWNERS INTEREST

Agent hereby discloses the use of employees or a business to perform work for or on behalf of the Owner's property in which the agent has a financial (pecuniary) interest as follows:

- (1) Applicant screening services.
- (2) Repair/Maintenance/Construction or similar services or Repair Company identified as **Maintenance Employee(s) on Payroll not to exceed a charge of \$55.00 per man hour.** **Currently \$45.00 per hour per laborer.** 30-day required notice to Owner prior to rate increases.
- (3) Other: Contractors and Vendors at market or bid price.
- (4) Other: _____

Such disclosure includes the use of any company owned or operated by a spouse or relative of the agent or an employee of the agent.

SECTION 9: COMPENSATION

Pursuant to OAR 863-025-0025, Property Management Client Trust Account Requirements, property management fees and other authorized funds are considered earned and may be withdrawn when the monthly or other periodic cycle represented by the fees being withdrawn has been completed.

- (1) Owner shall pay Agent as the fee for its management services **10% or \$120 per month per rented unit**, whichever is greater, of all gross monthly collections from each property or unit, including collections made by Owner or others designated by Owner. "Gross monthly collections" is defined as the grand total of all rents.
- (2) In addition, the Agent shall receive as compensation other items as designated within this Agreement.

SECTION 10: PROHIBITED AGENT ACTIONS

Owner authorizes and empowers Agent with the same powers of the Owner except as herein expressly prohibited.

Encumbrance or sale of property.

SECTION 11: RESPONSIBILITIES OF OWNER

- (1) Owner agrees to the following:
- (a) Pay Agent a sum in the amount of **\$0.00** to cover initial "account set-up" expenses.
- (b) Owner shall at all times maintain sufficient funds in the Client Trust Account to enable Agent to pay all obligations of the Property in a timely manner. Owner and Agent agree that Agent shall maintain a minimum balance in the Client Trust Account of **\$0.00** to ensure adequate funds are available to pay the operating expenses of the property. If rent collections are projected to be insufficient or will not be received in time to satisfy this requirement, the Owner shall promptly provide Agent with the necessary funds, in advance. If the Owner has not provided said funds within seven (7) days following the Agent's request for funds, the Agent at their option, may terminate this Agreement. Agent shall not be required to advance funds for Owner's Account.
- (2) Provide all information and documentation regarding lead-based paint and lead-based paint hazards to Agent upon the signing of this Agreement or directly upon subsequent knowledge.
- (3) Be responsible for all environmental damage existing on the premises as of the date of this Agreement or resulting thereafter from the negligence of the Owner or other parties. The owner agrees to indemnify and hold harmless from any claims by the State of Oregon or agency charged with protecting the environment for any environmental damage, other than that caused directly by the negligence of Agent.
- (4) That all inquiries regarding any rental agreement or operation of the premises or any part thereof shall be referred to the Agent and all negotiations connected shall be conducted solely by or under the direction of the Agent.

- (5) To notify Agent immediately upon receipt of any notice of foreclosure action, or if Owner is more than one month in arrears in monthly mortgage payments.
- (6) To assume, upon termination of this Agreement, any obligation or liability associated with any contract so entered into, holding the Agent harmless.

SECTION 12: TERMINATION ACCOUNTING AND RECORD MAINTENANCE

As required by law, Agent shall maintain the originals of all documents for a period of six years after termination of this agreement or the time designated by the governing state or federal Agency. At the completion of the retention period, Agent shall dispose of all documents

- (1) By depositing them in appropriate solid waste containers and removed by haulers of solid waste,
OR
- (2) By returning to the "Owner."
- (3) As required by tax law, the original leasing documents for properties operated under a state or tax credit program shall be returned to the Owner after termination of this agreement.
- (4) Upon termination of the management Agreement, refundable deposits and move-out fees shall be transferred to the:
 - (a) Owner.
 - (b) Subsequent management agent, as per written instructions.
 - (c) Tenant.
- (5) In the event any payment for the Owner's account is received by Agent following the expiration or earlier termination of this Agreement, they shall be used to pay outstanding invoices. In the event and to the extent that there are not sufficient funds in Owner's account, Agent shall forward to Owner any unpaid invoices and Owner shall be solely responsible to pay same. Agent's fee will be paid through the next accounting report period following the expiration or earlier termination date of the Agreement.

SECTION 13. OWNER'S DISCLOSURE OF OWNERSHIP DOCUMENTATION

The Owner identifies that the property is held as

- (1) Individual, joint ownership or Trust in the name(s) identified and who will sign this Agreement are: and a copy of the County Recording shall be provided as proof of ownership to the Agent.
- (2) As a corporation or LLC legally filed and identified by the name:
CITY OF AUMSVILLE

*** Agent is authorized BY Owner, in the event that there is a critical issue or repair that needs discussed and action required within a 24–48-hour period, and assuming that contact with OWNER is unavailable within a reasonable time frame relative to the issue at hand; the Agent will use its own discretion to ascertain as to the replacement, repair, or temporary mitigation regarding emergency, in Good Faith, to minimize either legal exposure or damage to the property against either of the parties to this agreement.

Agent is to:

- Contact Steve Oslie or Matt Etzel for any maintenance issues 503-749-1185
- Notify the city administrator when a vacancy occurs before filling.
- contact City Administrator to discuss rent increases prior to them being served to the tenant.

SECTION 14: NAMES, ADDRESSES AND SIGNATURES OF PARTIES

Agent: Actual Registered Business name: **Brick & Mortar Realty, LLC**

By: David Hendricks, Principal Broker _____

Brick & Mortar Realty, LLC Mailing Address: PO Box 186, Stayton, OR 97383

Address for Service of Notice to Brick & Mortar Realty, LLC: 1174 N 1st Avenue, Suite E, Stayton, Oregon 97383

Telephone Number: **503-769-5863** Cell Number: **503-569-4153**

E-Mail: DBH@BAMREALTY.NET

Brick & Mortar Realty, LLC Federal Tax Identification Number: **92-3706979**

By signing this agreement, Owner acknowledges receipt of the copy of this agreement.

Signature(s) of all Named Owners, Partners, or Designated Corporate Officer:

For City of Aumsville by City Administrator or Authorized signer & Title

Owner Mailing Address: 595 Main Street, Aumsville, OR 97325

Address For Service of Notice, if different than above address: Same as Above

Owner Physical Address: Same as above

Owner Phone: C/O City Administrator 503-749-2030

Contact Name _____

Public Works Phone: _____

Contact Name _____

E-Mail: _____

Tax ID #: For 1099-Misc. / 93-0512929

SITE LEASE

THIS TOWER PARK SITE LEASE (“Lease”) is effective this 1 day of October, 2023, between CITY OF AUMSVILLE (“Landlord”) and VISER, an Company (“Tenant”).1025 Main Street Aumsville Oregon 97325

1. Purpose of Lease.

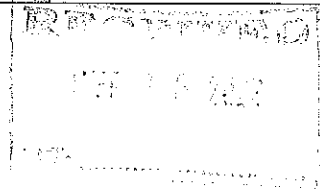
- (a) In consideration of Tenant’s payment of Rent, as defined herein, Landlord hereby grants to Tenant a Lease to use a portion of the real property, described below and in the attached Exhibit A (the “Property”), on the terms and conditions set forth herein. Pursuant to the terms and conditions in this Lease, Tenant shall be entitled to use of that certain portion of the Property sufficient for placement of Antenna Facilities (as shown on Exhibits B and C), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B and C (collectively referred to hereinafter as the “Premises”).

The Premises, located at Lot 3 & 4, Block 11, Merrifields Addition, to Aumsville, Marion County, Oregon consists of approximately 500 square feet.

- (b) As necessary during the term of this Lease, and any extension thereof, Tenant may, and Landlord agrees to cooperate with Tenant in obtaining, at Tenant’s expense, all licenses and permits or authorizations required for Tenant’s use of the Premises from all applicable government and regulatory entities (the “Government Approvals”) including appointing Tenant as agent for all conditional-use permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain reports, zoning approvals, conditional-use permits, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system design, operations and Governmental Approvals. Landlord may make such inquiries or investigation, including the procurement of professional series to analyze this Lease or Tenant’s uses permitted herein, to the extent Landlord deems appropriate, in its own discretion, but such actions shall be at Landlord’s sole expense.
2. Term. The initial term of this Lease shall be five years commencing on the date set forth above (the “Commencement Date”), and terminating at midnight on the last day of the month in which the first annual anniversary of the Commencement date shall have occurred (“Initial Term”).
3. Permitted Use. Tenant may use the Premises for, among other things, the transmission and reception of radio communication signals and for the construction,



United States Department of Agriculture



Rural Development

September 14, 2023

Oregon State Office

Attn: Ron Harding – City Administrator
City of Aumsville
595 Main Street
Aumsville, Oregon
97325

1220 SW 3rd Ave
Suite 1801
Portland, OR 97204

Voice: (503) 414-3300
Fax: (503) 414-3392

RE: City of Aumsville
Obligation of Funds
USDA WEP Loan \$9,000,000
USDA WEP Grant \$6,000,000
Project: **Wastewater System Improvement**

Dear Mr. Harding,

Rural Development is pleased to advise you that your request for loan funds in the amount of **\$9,000,000** and grant funds in the amount of **\$6,000,000** have been approved. We have received official notification from our National Finance and Accounting office that funds have been set aside for the project as of **August 31, 2023**.

For your official records, we are providing you with Form RD 1940-1, "Request for Obligation of Funds."

Please continue to comply with the requirements listed in our Letter of Conditions, dated **August 23, 2023**.

If you have any questions, please contact Holly Halligan, Community Programs Specialist in the Tangent office, by phone (541) 801-2682 or by email: Holly.Halligan@usda.gov

Sincerely,

LADONN MCELLIGOTT
Digitally signed by LADONN MCELLIGOTT
Date: 2023.09.14 14:58:27 -07'00'
LaDonn McElligott
Community Programs Director

Attachment

cc: Holly Halligan Community Program Specialist, Tangent Area Office, Rural Development

USDA is an equal opportunity provider and employer.

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

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 43-024-*****2929		LOAN NUMBER	FISCAL YEAR 2023
2. BORROWER NAME City of Aumsville		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Oregon	
		5. COUNTY NAME Marion	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 2 (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 068 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$9,000,000.00		25. AMOUNT OF GRANT \$6,000,000.00
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR 08/31/2023	28. INTEREST RATE 2.1250 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

- 1. RUS Instruction 1780
2. The Letter of Conditions dated 8/23/2023 and any amendments thereto
3. Office of General Counsel (OGC) closing instructions

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. [X] YES [] NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date August 29, 20 23

[Signature]
Ron Harding, City Administrator
(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

Typed or Printed Name: Margaret Hoffmann
Margaret Hoffmann
Digitally signed by Margaret Hoffmann
Date: 2023.08.31 10:20:58 -0700
(Signature of Approving Official)

Date Approved: August 31, 2023

Title: State Director

38. TO THE APPLICANT: As of this date August 31, 2023, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

**NOTICE OF PUBLIC HEARING
MARION COUNTY BOARD OF COMMISSIONERS**

LEGISLATIVE AMENDMENT (LA) 23-001:

PURPOSE OF HEARING: Amendment to the Marion County Rural Zone Code Chapter 17 to permit accessory dwelling units in the Acreage Residential zone.

DATE AND TIME OF HEARING: October 25, 2023; 9:30 a.m.

LOCATION OF HEARING: **Senator Hearing Room, Courthouse Square
555 Court St NE, Salem**

HOW TO PARTICIPATE: Anyone desiring to speak either for or against the proposed amendments may do so in person or by representative at the public hearing. Written comments or testimony may be submitted prior to the hearing via US Mail or by email at: planning@co.marion.or.us and must be received at the Planning Division office by 5:00 p.m. the day before this public hearing. The application, documents and applicable criteria are available for review at no cost and copies are available. The staff report will be available at least 7 days prior to the hearing and can be viewed on the Planning Division website at: <http://www.co.marion.or.us/PW/Planning/Pages/PublicHearings.aspx>

After the close of the hearing the Board of Commissioners may approve or deny the application, may remand to the Hearings Officer or the Planning Director, or approve a modified proposal. Interested persons should become involved in the decision making process. Failure to raise an issue, in person or by letter, or failure to provide sufficient specificity to afford the Board of Commissioners an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) based on that issue. Notice to mortgagee, lienholder, vendor, or seller: ORS CHAPTER 215 requires that if you receive this notice, it must promptly be forwarded to the purchaser.

LAND USE DECISION CRITERIA: Criteria upon which the decision will be based include:

1. Oregon Revised Statutes 195, 197, and 215
 2. Oregon Administrative Rules 660
 3. Marion County Code Chapter 17, Rural Zone Code
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For information regarding this request contact: Brandon Reich, Marion County Planning Division, 5155 Silverton Road NE, Salem, OR 97305. Phone: 503-566-4175; e-mail: breich@co.marion.or.us

ACCOMMODATION OF PHYSICAL IMPAIRMENT: In order to accommodate persons with physical impairments, please notify the Planning Division of any special physical or language accommodations you may need as far in advance of the public hearing as possible.

