



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, AUGUST 14, 2023

A G E N D A

- 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 August 14, 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 [City Council Regular Meeting | City of Aumsville Oregon](#)

- 3) CONSENT AGENDA:** (Action)
 - a) Minutes from the July 24, 2023 Regular Meeting
 - b) Accounts Payable and Payroll Register
 - c) Payment issued to RA Gray for Public Works Shop

- 4) PUBLIC HEARINGS: None**

- 5) OLD BUSINESS: None**

- 6) NEW BUSINESS**
 - a) Systems Integrator Contract Amendment

- 7) CITY ADMINISTRATOR REPORT:** (Information)
 - a) Police Department Monthly Report
 - b) Public Works Monthly Report

- 8) MAYOR AND COUNCILORS REPORTS**

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

- 10) CORRESPONDENCE**
 - a) Astound Broadband Bill Letter Insert
 - b) Marion County Public Hearing Legislative Amendment

- 11) ADJOURNMENT REGULAR MEETING**

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

July 24, 2023 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:01PM. Present in-person were Mayor Angelica Ceja, Councilors Nico Casarez, Scott Lee, Katie Wallace, Doug Cox and Walter Wick. Council absent: Della Seney. Staff present: City Administrator (CA) Ron Harding and Community Outreach Coordinator Hayley Brewster. The meeting was video recorded to be released later.

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

PRESENTATIONS: None

VISITORS: None

PUBLIC COMMENT: None

CONSENT AGENDA: Councilor Casarez moved to approve the Consent Agenda, as presented by Staff. Councilor Wick seconded. Council present voted unanimously to approve the agenda. Consent Agenda approved.

PUBLIC HEARING: Open USDA Water Revenue Bond Hearing

Mayor Ceja opened the public hearing at 7:02pm. CA Harding was called to present. CA Harding stated the presented Ordinance 719 would allow the City to complete the application for wastewater system funding with USDA, a requirement for the USDA bond application. The Bond Council has worked closely with staff to bring this Ordinance forward and it is a state law requirement to pass an Ordinance seeking bond funds. CA Harding explains that staff will be looking at all funding options to find which is most favorable for the City by putting together a financial analysis, and the adoption of this ordinance would not obligate the City to borrow from USDA, but rather holds funding for the City. CA Harding reminded council that to approve an ordinance in a single meeting the vote must be unanimous within two readings. CA Harding also explained that staff will continue to look for additional grant funds as opportunities present themselves to try and keep the cost down to residents.

Councilor Casarez asked if USDA had the best interest rates at this time. CA Harding stated that the DEQ interest rate is better, but the term of the loan is shorter. USDA has a longer term, and ability to provide larger amounts of loan forgiveness. CA Harding explained they typically get \$5 million dollars in loan forgiveness annually for statewide projects, but they will be asking for a \$6 million for the City's project. CA Harding also brought up that the USDA

funding is permanent funding, meaning USDA only funds the finished project, so the City would need to find interim funding for the construction.

Mayor Ceja asked if the \$5 million dollars was for all statewide forgiveness, or per project. CA Harding stated that, to his understanding, the \$5 million dollars is for all statewide projects.

Mayor Ceja asked if there was any comment online or from the audience. Mayor Ceja asked if there was any further deliberation, then closed the hearing at 7:10pm.

A) Mayor Ceja called for a motion. Councilor Casarez moved to approve the First Reading of Ordinance 719 An Ordinance Authorizing the Issuance of Wastewater Revenue Bonds to Finance Improvements to the Wastewater System by title only, as presented. Councilor Wick seconded the motion. Mayor Ceja called for the vote. All councilors present voted unanimously and motion passed.

B) Mayor Ceja called for a motion of the Second Reading. Councilor Casarez moved to approve the Second Reading of Ordinance 719 An Ordinance Authorizing the Issuance of Wastewater Revenue Bonds to Finance Improvements to the Wastewater System by title only as presented. Councilor Wick seconded the motion. Mayor Ceja called for the vote. All councilors present voted unanimously and motion passed.

C) Mayor Ceja called for a motion to adopt Ordinance 719. Councilor Casarez moved to adopt Ordinance 719 An Ordinance Authorizing the Issuance of Wastewater Revenue Bonds to Finance Improvements to the Wastewater System by title only. Councilor Lee seconded the motion. Mayor Ceja called for the vote. All councilors present voted unanimously and motion passed.

OLD BUSINESS: None

NEW BUSINESS: None

CITY ADMINISTRATOR REPORT: None

MAYOR/COUNCIL REPORTS AND INITIATIVES: Councilor Casarez presented a ribbon that the Corn Festival Rock Fairy Princesses won in the Stayton 4th of July Parade earlier this month. Councilor Casarez wanted to thank Deanna Cox for all her work.

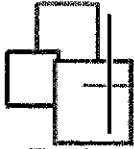
GOOD OF THE ORDER: None

CORRESPONDENCE: None

Mayor Ceja adjourned the meeting without prejudice at 7:13 PM.

Angelica Ceja, Mayor

Ron Harding, City Administrator



Accounts Payable Register

City of Aumsville

Fiscal: 2023-24

Deposit Period: 2023-24 - July

Check Period: 2023-24 - July - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56268</u>	ARETE ADVISORS LLC	7/24/2023	\$330.00
<u>56269</u>	AUMSVILLE ACE HARDWARE	7/24/2023	\$9.04
<u>56270</u>	BIO-MED TESTING SERVICE INC	7/24/2023	\$90.00
<u>56271</u>	CITY OF WOODBURN	7/24/2023	\$950.00
<u>56272</u>	C-MORE PIPE SERVICES, CO.	7/24/2023	\$29,578.00
<u>56273</u>	CROWN PROPERTY MANAGEMENT	7/24/2023	\$26.50
<u>56274</u>	DAVISON AUTO PARTS INC	7/24/2023	\$140.22
<u>56275</u>	GREG TILLEY TRUCKING	7/24/2023	\$2,340.00
<u>56276</u>	LEAGUE OF OREGON CITIES	7/24/2023	\$4,212.00
<u>56277</u>	LEXIPOL LLC	7/24/2023	\$956.40
<u>56278</u>	METCOM 9-1-1	7/24/2023	\$8,467.48
<u>56279</u>	MOTOROLA SOLUTIONS, INC	7/24/2023	\$4,116.00
<u>56280</u>	OFFICE DEPOT, INC	7/24/2023	\$75.33
<u>56281</u>	R. A. GRAY CONSTRUCTION, LLC	7/24/2023	\$127,632.50
<u>56282</u>	SAIF CORPORATION	7/24/2023	\$27,513.64
<u>56283</u>	STAN BUTTERFIELD P.C.	7/24/2023	\$750.00
<u>56284</u>	STAYTON SUBLIMITY CHAMBER OF COMMERCE	7/24/2023	\$1,000.00
<u>56285</u>	STEVE WHEELER TIRE CENTER	7/24/2023	\$1,033.84
<u>56286</u>	WATERLAB CORP	7/24/2023	\$414.00
<u>56287</u>	WINTERBROOK PLANNING	7/24/2023	\$18,068.75
<u>EFT Payment 7/25/2023 2:02:02 PM - 1</u>	AT&T MOBILITY	7/25/2023	\$120.12
<u>EFT Payment 7/25/2023 2:02:02 PM - 2</u>	HOME DEPOT CREDIT SERVICES	7/25/2023	\$601.57
<u>EFT Payment 7/25/2023 2:02:02 PM - 3</u>	NW NATURAL	7/25/2023	\$60.07
<u>EFT Payment 7/25/2023 2:02:02 PM - 4</u>	WAVE	7/25/2023	\$9.95
<u>EFT Payment 7/25/2023 2:02:02 PM - 5</u>	ZIPLY FIBER	7/25/2023	\$641.95
	Total Check		\$229,137.36
	Total 9001000967		\$229,137.36
	Grand Total		\$229,137.36

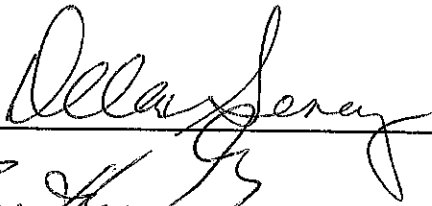


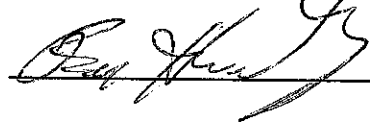
Payroll Register

City of Aumsville

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

Riverview Community Bank	9001000967		
Check			
<u>Direct Deposit Run - 7/17/2023</u>	Nichols, Traci E	7/19/2023	\$433.88
<u>EFT 13370717</u>	Oregon Department of Revenue	7/19/2023	\$23.52
<u>EFT 73656809</u>	EFTPS	7/19/2023	\$76.36
	Total	Check	\$533.76
	Total	9001000967	\$533.76
	Grand Total		\$533.76







Payroll Register

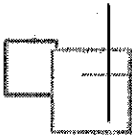
City of Aumsville

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

Riverview Community Bank		9001000967	
Check			
<u>Direct Deposit Run - 7/12/2023</u>	Payroll Vendor	7/14/2023	\$42,411.56
<u>EFT 7272023</u>	PERS	7/14/2023	\$15,944.28
<u>EFT 75911443</u>	EFTPS	7/14/2023	\$15,381.62
<u>EFT 79370712</u>	Oregon Department of Revenue	7/14/2023	\$4,222.40
<u>EFT HSA7142023</u>	HSA Bank	7/14/2023	\$1,340.75
<u>EFT OSGP7142023</u>	VOYA - STATE OF OREGON - LG#:2234	7/14/2023	\$585.00
<u>EFT V7142023</u>	Valic	7/14/2023	\$25.00
	Total	Check	\$79,910.61
	Total	9001000967	\$79,910.61
	Grand Total		\$79,910.61

Amy L. Joyner

Paul H. Joyner



Accounts Payable Register

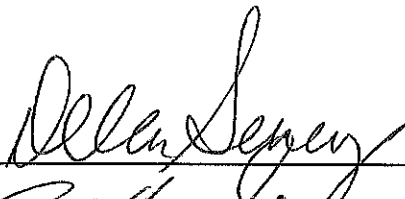
City of Aumsville


Fiscal: 2023-24

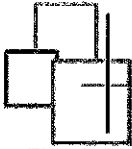
Deposit Period: 2023-24 - July

Check Period: 2023-24 - July - First Council

Check	Vendor	Pay Date	Amount
Riverview Community Bank	9001000967		
<u>56243</u>	1 DAY SIGNS	7/11/2023	\$543.00
<u>56244</u>	AUMSVILLE ACE HARDWARE	7/11/2023	\$74.55
<u>56245</u>	BMS TECHNOLOGIES	7/11/2023	\$2,601.10
<u>56246</u>	BRENDA CAMPBELL	7/11/2023	\$180.15
<u>56247</u>	CASCADE SCHOOL DISTRICT	7/11/2023	\$1,000.00
<u>56248</u>	CITY OF KEIZER	7/11/2023	\$3,159.75
<u>56249</u>	C-MORE PIPE SERVICES, CO.	7/11/2023	\$16,988.00
<u>56250</u>	CYBERFOX LLC	7/11/2023	\$42.00
<u>56251</u>	DAVID W KINNEY	7/11/2023	\$3,020.00
<u>56252</u>	MARION COUNTY TREASURY DEPARTMENT	7/11/2023	\$85.80
<u>56253</u>	MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS	7/11/2023	\$2,609.00
<u>56254</u>	PETROCARD, INC.	7/11/2023	\$1,902.25
<u>56255</u>	THE AUTOMATION GROUP	7/11/2023	\$1,272.00
<u>56256</u>	USA BLUE BOOK	7/11/2023	\$1,521.70
<u>56257</u>	WESTECH ENGINEERING INC	7/11/2023	\$89,681.96
<u>EFT Payment 7/11/2023 10:37:32 AM - 1</u>	CIS TRUST	7/11/2023	\$85,317.74
<u>EFT Payment 7/11/2023 10:37:32 AM - 2</u>	INVOICE CLOUD	7/11/2023	\$198.80
<u>EFT Payment 7/11/2023 10:37:32 AM - 3</u>	PACIFIC OFFICE AUTOMATION	7/11/2023	\$86.70
<u>EFT Payment 7/11/2023 10:37:32 AM - 4</u>	PACIFIC POWER	7/11/2023	\$12,329.26
<u>EFT Payment 7/11/2023 10:37:32 AM - 5</u>	VERIZON WIRELESS	7/11/2023	\$38.63
	Total Check		\$222,652.39
	Total 9001000967		\$222,652.39
	Grand Total		\$222,652.39







Accounts Payable Register

City of Aumsville

Fiscal: 2023-24

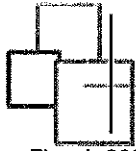
Deposit Period: 2023-24 - July

Check Period: 2023-24 - July - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
56258	AIRGAS USA, LLC	7/17/2023	\$56.88
56259	CASELLE, INC	7/17/2023	\$21,743.00
56260	CHRIS CHYTKA	7/17/2023	\$345.93
56261	GO FULL CLOUD	7/17/2023	\$7,056.00
56262	J. THAYER COMPANY	7/17/2023	\$3,875.00
56263	MOONLIGHT MAINTENANCE	7/17/2023	\$402.00
56264	ONE CALL CONCEPTS INC	7/17/2023	\$19.60
56265	PETROCARD, INC.	7/17/2023	\$543.42
56266	SEDCOR	7/17/2023	\$821.20
56267	WIRE WORKS, LLC	7/17/2023	\$574.92
<u>EFT Payment 7/17/2023 3:48:08 PM - 1</u>	CIS TRUST	7/17/2023	\$582.00
<u>EFT Payment 7/17/2023 3:48:08 PM - 2</u>	REPUBLIC SERVICES #456	7/17/2023	\$60.00
<u>EFT Payment 7/17/2023 3:48:08 PM - 3</u>	RIVERVIEW COMMUNITY BANK	7/17/2023	\$5,933.07
<u>EFT Payment 7/17/2023 3:48:08 PM - 4</u>	WAVE	7/17/2023	\$9.95
	Total Check		\$42,022.97
	Total 9001000967		\$42,022.97
	Grand Total		\$42,022.97

Della Spruce

Ray Spruce



Accounts Payable Register

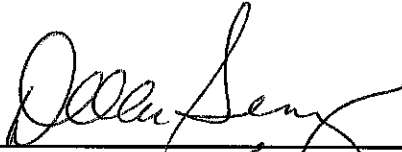
City of Aumsville


Fiscal: 2022-23

Deposit Period: 2022-23 - June

Check Period: 2022-23 - June - Second Council

Number	Name	Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56235</u>	AUMSVILLE ACE HARDWARE	6/30/2023	\$7.76
<u>56236</u>	CYBERFOX	6/30/2023	\$1,050.00
<u>56237</u>	ERGOCENTRIC	6/30/2023	\$1,100.40
<u>56238</u>	FERGUSON ENTERPRISES INC #3325	6/30/2023	\$85.40
<u>56239</u>	MOTION & FLOW	6/30/2023	\$84.19
<u>56240</u>	STAN BUTTERFIELD P.C.	6/30/2023	\$1,847.00
<u>56241</u>	THOMASON FORD, LLC	6/30/2023	\$2,892.24
<u>56242</u>	TOPNOTCH	6/30/2023	\$8,659.00
<u>EFT Payment 6/30/2023 9:17:57 AM - 1</u>	WAVE	6/30/2023	\$9.95
	Total	Check	\$15,735.94
	Total	9001000967	\$15,735.94
	Grand Total		\$15,735.94





Check Number

One Hundred Twenty-Seven Thousand Six Hundred Thirty-Two and 50/100's Dollars

PAY TO THE ORDER OF

DATE
7/24/2023

CHECK NO.
56281

AMOUNT
\$127,632.50

R. A. GRAY CONSTRUCTION, LLC
PO BOX 1000
SHERWOOD OR 97140

DATE	INVOICE	AMOUNT	NOTES
7/25/2023	2304.02	\$127,632.50	

Josh Hoyer

From: Matthew Etzel
Sent: Tuesday, July 18, 2023 1:04 PM
To: Josh Hoyer; Ron Harding
Subject: FW: PR #2
Attachments: PW Shop PR #2.pdf

PR #2 for the PW shop building is attached. See Steve Ward's comments below he would like us to hold the check until the building is delivered and that should be July 31st or August 1st. They will pick up a check once it is delivered. We will confirm once it's been delivered to PW.



Matthew Etzel
Assistant Public Works Director
City of Aumsville
503-749-2030
595 Main St. Aumsville, OR 97325
www.aumsville.us

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From: Steve Ward <sward@westech-eng.com>
Sent: Tuesday, July 18, 2023 12:41 PM
To: Matthew Etzel <metzel@aumsville.us>
Subject: PR #2

CAUTION: This email originated from Outside Your Organization. Exercise caution when opening attachments or on clicking links from unknown senders. Please contact Information Technology for assistance.

Matt,

Please see the attached Pay Request. AJ wanted to process this early to insure payment when the steel building arrives. I have no issues with this request. My only requirement is the City hold the check until the steel arrives on site. Let me know if you have questions.

Steven A. Ward PE
Westech Engineering Inc.
3841 Fairview Industrial Drive SE
Suite 100
Salem, OR 97302
Office 503-585-2474
Mobile 503-931-3460

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2304.02

To Owner: City of Aumsville

Project: 2304- Aumsville PW Shop

Application No.: 2

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Period To: 7/31/2023

From Contractor: R.A. GRAY CONSTRUCTION, I Via Architect
 P.O. Box 1000
 Sherwood, OR 97140

Contract For: 2304

Contract Date: 5/25/2023

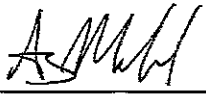
CONTRACTOR'S APPLICATION FOR PAYMENT

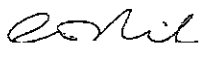
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. Original Contract Sum	\$1,874,425.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$1,874,425.00
4. Total Completed and Stored To Date	\$228,602.50
5. Retainage:	
a. 5.00% of Completed Work	\$11,430.13
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$11,430.13
6. Total Earned Less Retainage	\$217,172.37
7. Less Previous Certificates For Payments	\$89,539.87
8. Current Payment Due	\$127,632.50
9. Balance To Finish, Plus Retainage	\$1,657,252.63

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: R.A. GRAY CONSTRUCTION, LLC

By:  Date: 7/17/23

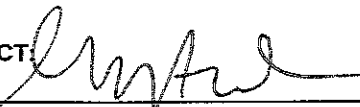
State of: Oregon County of: Washington
 Subscribed and sworn to before me this 17th day of July, 2023
 Notary Public: Alexis Michaud
 My Commission expires: 1/24/27 

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 127,632.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  Date: 7/18/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 07/18/23

To: 07/31/23

Architect's Project No.:

Invoice #: 2304.02

Contract: 2304- Aumsville PW Shop

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
1	Bond	46,325.00	46,325.00	0.00	0.00	46,325.00	100.00%	0.00	
2	Architectural - Structural Engineering	14,000.00	2,100.00	11,900.00	0.00	14,000.00	100.00%	0.00	
3	Special Inspections	8,500.00	0.00	0.00	0.00	0.00	0.00%	8,500.00	
4	General Conditions	113,000.00	1,130.00	0.00	0.00	1,130.00	1.00%	111,870.00	
5	Excavation	83,000.00	0.00	0.00	0.00	0.00	0.00%	83,000.00	
6	Concrete - Vapor Barrier	62,000.00	0.00	0.00	0.00	0.00	0.00%	62,000.00	
7	Forms	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	
8	Cement Finish	13,000.00	0.00	0.00	0.00	0.00	0.00%	13,000.00	
9	Rebar	19,000.00	0.00	0.00	0.00	0.00	0.00%	19,000.00	
10	Masonry	23,000.00	0.00	0.00	0.00	0.00	0.00%	23,000.00	
11	Bollards	15,000.00	3,360.00	0.00	0.00	3,360.00	22.40%	11,640.00	
12	Anchor Bolts	6,000.00	500.00	0.00	0.00	500.00	8.33%	5,500.00	
13	Steel Building & Metal Panels	395,000.00	35,550.00	122,450.00	0.00	158,000.00	40.00%	237,000.00	
14	Entry Overhang	52,000.00	0.00	0.00	0.00	0.00	0.00%	52,000.00	
15	Steel Building Insulation	58,000.00	0.00	0.00	0.00	0.00	0.00%	58,000.00	
16	Carpentry	64,000.00	0.00	0.00	0.00	0.00	0.00%	64,000.00	
17	Wainscote	5,600.00	0.00	0.00	0.00	0.00	0.00%	5,600.00	
18	HM Frames - Doors - Hardware	24,000.00	0.00	0.00	0.00	0.00	0.00%	24,000.00	
19	Overhead Doors	78,000.00	0.00	0.00	0.00	0.00	0.00%	78,000.00	
20	Windows	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
21	Insulation Office Walls	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	
22	Sheetrock	29,000.00	0.00	0.00	0.00	0.00	0.00%	29,000.00	
23	Painting	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	
24	Caulking - Floor Joints	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00	
25	Toilet Accessories - Mirrors	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
26	Fire Extinguisher	600.00	0.00	0.00	0.00	0.00	0.00%	600.00	
27	Cabinetry	8,200.00	0.00	0.00	0.00	0.00	0.00%	8,200.00	
28	Floor Sealing at Office	2,700.00	0.00	0.00	0.00	0.00	0.00%	2,700.00	
29	Signage - Striping - ADA	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
30	Paving	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	
31	Curbs - Wheel Stops - Paving Prep	15,600.00	0.00	0.00	0.00	0.00	0.00%	15,600.00	
32	Landscape Irrigation Sleeves	3,400.00	0.00	0.00	0.00	0.00	0.00%	3,400.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2
 Application Date : 07/18/23
 To: 07/31/23
 Architect's Project No.:

Invoice # : 2304.02 Contract : 2304- Aumsville PW Shop

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
33	Chain Link Fencing	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
34	Site Drainage	57,000.00	0.00	0.00	0.00	0.00	0.00%	57,000.00	
35	Oil Water Seperator - Sewer	29,000.00	0.00	0.00	0.00	0.00	0.00%	29,000.00	
36	Fire Sprinkler	96,000.00	0.00	0.00	0.00	0.00	0.00%	96,000.00	
37	Plumbing	92,000.00	0.00	0.00	0.00	0.00	0.00%	92,000.00	
38	HVAC	67,000.00	0.00	0.00	0.00	0.00	0.00%	67,000.00	
39	Electrical - Fire Alarm	235,000.00	5,287.50	0.00	0.00	5,287.50	2.25%	229,712.50	
Grand Totals		1,874,425.00	94,252.50	134,350.00	0.00	228,602.50	12.20%	1,645,822.50	11,430.13

INTERIM LIEN / CLAIM WAIVER

Project: Aumsville PW Shop 955 Olney St Aumsville, OR 97325

Owner: City of Aumsville 595 Main St Aumsville, OR 97325

Contractor: R.A. Gray Construction LLC PO Box 1000 Sherwood, Oregon 97140

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from City of Aumsville in the sum of \$127,632.50 and when the check has been properly endorsed and has been paid by the Bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through July 31, 2023 only and does not cover any retention or items furnished after that date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT

(Authorized Corporate Officer/Partner/Owner)

VP

(Title)

UNCONDITIONAL RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$84,516.75 for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payments for labor services, equipment, materials furnished and/or claims to the above referenced job through May 31, 2023 only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

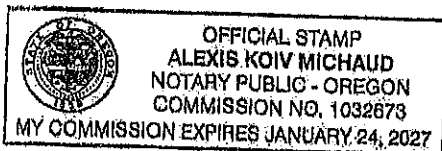
I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

(Authorized Corporate Officer/Partner/Owner)

VP

(Title)

Subscribed and sworn to before me July 17, 2023



Notary Public for Oregon

My Commission expires: 1/24/27

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STAFF REPORT

DATE: August 14, 2023
TO: Aumsville City Council
FROM: Matthew Etzel, Assistant Public Works Director
SUBJECT: Amendment to the TAG Integrator of Record Contract

RECOMMENDATION: Amend the TAG Integrator of Record Contract to include the ARPA Clauses.

BACKGROUND: As Council is aware, several of our infrastructure projects are funded by ARPA funds. Our Million Gallon Reservoir and Pump Station project has a lot of automation components to the project. Since we recently entered into an agreement with TAG for Integrator of Record, the administrator of the APRA grant has tentatively agreed to allow the city to use TAG for those telemetry components of the project. This is extremely helpful as they do the repairs on our system and this will keep a consistent method of writing the logic for these programs. This also allows TAG to have a backup of the system and do this work at their facility in a controlled environment instead of onsite during construction. This also limits additional markup on services and equipment that will be purchased as part of the project since they won't be directed through a general contractor.

We have recently updated the Engineer of Record Contract to also have the ARPA Clauses for similar reasons. Once approved staff will resubmit the contract for approval with the funding agency allowing us to develop a task order for the project allowing TAG to start ordering equipment and start programming as the contractor is doing work onsite building the tank and pump station.

This will also allow the city to assign task orders for other city projects like the wastewater treatment facility and the new wells at Porter Boone and Mill Creek. All of these projects will have automation that will need to be programmed by TAG. This amendment to the contract will allow us to use TAG's services for these projects without additional ARPA funding agency approvals.

CURRENT SITUATION: Our current TAG Integrator of Record contract does not include these ARPA clauses.

MOTION:

- I move to amend the TAG Integrator of Record Contract to include the ARPA clauses as presented by staff.
- I move to amend the TAG Integrator of Record Contract to include the ARPA clauses as amended by
- Remand back to staff to provide additional research or modification.

**AMENDMENT TO AUMSVILLE SYSTEMS INTEGRATOR MASTER SERVICES CONTRACT
Amendment No. 1**

The Effective Date of this Amendment is: June 23, 2023.

Background Data

Effective Date of Owner-Integrator Agreement: 4/20/23
Owner: The City of Aumsville
Systems Integrator: The Automation Group, Inc.
Project: Systems Integrator Master Services Contract

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The original agreement between the City of Aumsville and The Automation Group did not include the attached ARPA clauses. At this time both parties agree that these clauses are to be added to the contract in order to make the services provided under the Contract eligible for funding by the ARPA program. This amendment adds the attached ARPA contract clauses to the agreement

The City of Aumsville and The Automation Group hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

City of Aumsville:

The Automation Group.:

By: _____
Print name: _____
000
Title: _____

By: _____
Print name: Gary Jenks
Title: President

Date Signed: _____

Date Signed: 6-23-2023

ARPA/SLFRF Required Contract Clauses

Purpose: The purpose of this reference is to assist ARPA grant award recipients by summarizing required contract clauses consistent with the federal Uniform Guidance requirements that are applicable to the State and Local Fiscal Recovery Funds (SLFRF) program as part of the American Rescue Plan Act (ARPA).

As described in this document a “recipient” is a recipient of an APRA funded grant award from Business Oregon.

The SLFRF awards are generally subject to the requirements set forth in the [The Office of Management and Budget's \(OMB\) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (commonly called "Uniform Guidance"). The "Uniform Guidance" is the set of federal rules (administrative requirements, cost principles, and audit guidelines) that apply to federal money. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements. [Please see the SLFRF Compliance and Reporting Guidance page 12 for full Award terms and conditions.](#)

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water and sewer infrastructure projects.

Contract Clause Checklist

Directions:

[Appendix II of 2 CFR 200 \(The Uniform Guidance\)](#) outlines the contract provisions that you must place in contracts with your contractors, and in contracts with subrecipients (if any). The checklist below contains these standard clauses for inclusion in contracts needed to utilize ARPA funds.

Clauses for All Contracts:

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

Contractor must be registered in SAM.gov. - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this

Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients

are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Clauses for Contracts Over \$10,000:

Creating a contract over \$10,000 that complies with ARPA requirements must include the additional below sections as verbatim:

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Additional Clauses for Contracts Over \$100,000:

Creating a contract over \$100,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Note: Only include for contracts that involve the employment of mechanics or laborers. The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Additional Clauses for Contracts Over \$150,000:

Creating a contract over \$150,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Additional Clauses for Contracts Over \$250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over \$250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

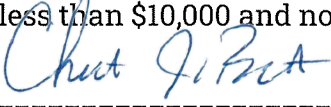
Appendix I

Certification Regarding Lobbying (Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: 
Title: Christopher J. Brugato, Vice President, Westech Engineering, Inc.
Date: 6/5/2023

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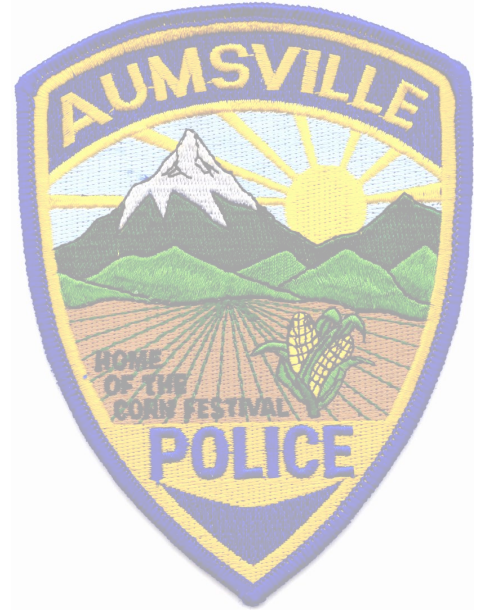
City of Aumsville July 2023 Monthly Police Report

DEPARTMENT MESSAGE:

The reserves worked a total of 21 hours during the month of July. 21 hours volunteer and 0 hours for pay.

On the 20th and 25th of July we held our first Pedestrian Safety Enforcement operations for the year.

On the 15th of July, the police department personnel participated in a department defensive tactics training with other departments in our area.



Crime	#	Arrested
Menacing	1	1
Assault IV	1	1
Burglary	1	0
Theft	1	0
Felon in poss weapon	1	1
Unlawful Deliv. of Meth	1	1
Unlawful poss. of meth	1	1
Restraining Order Viol.	2	2
Criminal Mischief	1	0
Probation Violation	1	1
Fail to Report as Sex Off.	1	1
Reckless Burning	1	1
Giving false information	1	1
Poss. Illegal Fireworks	1	1
Possess Stolen Vehicle	1	1
Fraud	1	0
Warrant Arrest	6	6
DUII	1	1
Trespass	1	0
Total	25	20

Traffic Violation	City	County
Careless Driving	1	0
Driving While Suspended	13	0
Driving Uninsured	8	0
Fail to Carry Proof of Insurance	4	0
Fail to wear Seatbelt	1	0
Speeding	1	0
No Operator's License	2	0
Fail to stop for pedestrian	8	0
Fail to obey traffic control dev.	4	0
Fail to Install an IID	1	0
Passing in no passing	1	0
Total	44	0

Calls for Service	#
Assist Other-Turner PD	7
Assist Other-Fire	1
Assist Other-DHS	4
Assist Other-MCSO	1
Assist Other-Stayton PD	12
Citizen Contact	22
Area Check	1
Abandoned Vehicle	1
Welfare Check	11
911 Hangup	2
Motor Vehicle Crash	1
Traffic Complaint	6
Death Investigation	2
Civil Dispute	11
False Alarm	4
Noise Complaint	6
Traffic Stops	125
Sex Offenses	2
Suspicious Person/Vehicle/Circumstance	11
Animal Complaint	7
Ordinance Violation	10
Emotionally Disturbed Persons	1
Suicide Threat	1
Property: Found/Lost/Seized	4
Person: Missing/Found	1/0
Fireworks Complaint	9
Open Door	2
Total	265



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

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

August 10, 2023

Water: The wells pumped as follows:

Boone #1	Boone #2	Tower	Reservoir	Church	Total
2,020,600	6,935,000	2,987,000	362,000	10,564,000	22,868,600

Looking back through past water use, this month is a record high for water production.

Two water service lines were replaced. One was a leaker of about 2 gallons a minute.

Water Resources approved the engineers' plan for the well in Boone Docks Park. That was a departure from what they said in the past. The well screen is designed and should be coming right after the Corn Festival.

A control probe has been causing us problems for the last couple of months. The vendor is going to replace the probe, under warranty.

Sewer: The lagoons sometimes get high at this time of the year. Not so this year. Little rain and the farmer using as much water as we can deliver certainly helps.

Streets: Street sweeping is tough this time of the year because of the lack of moisture on the pavement. Complaints about dust, even with the use of water, are considered when going out.

Curb weeds are finally getting sprayed. Wind has been a big factor, then the sprayer broke.

Parks: Working with our awesome electrical contractor, we installed several more power access points for the Corn Festival and other events. At some point in our installation, the power to the refrigerator, in the PARC storage unit, got shut off and they lost about \$50 in products. The crew did a great job of restoring the grounds quickly.

We added a section of sidewalk at the power distribution panel, at Boone Park. This was to help some with a smoother transition to the walking path. We also pieced together the old railing and added steps to the bandstand.

New picnic tables are coming to Boone Park. We will be looking for where they can best be used and placement where they work better for events.

Some plants have been purchased for the landscaping in front of the community center. We are looking to add some color to the area.

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Page 1 bill message:

Please find important information enclosed regarding price changes to your services, effective with your next billing statement.

Bill Letter Insert:

Thank you for trusting us for your Internet and entertainment needs. Whether working, streaming, learning or gaming, you can do it all using Astound services. Our goal is to give you the fastest and most reliable experience each and every day.

As we strive to bring you the best services possible, we must periodically review our prices and update them in response to increases in expenses impacting our services. Effective on your September billing statement, the price for your current monthly services will be increasing, excluding applicable taxes, fees, and surcharges.

Below please find a summary of rate adjustments for specific fees and/or costs. Unless otherwise noted, the listed fees and/or costs are neither government mandated nor a tax imposed on you by the government; they are either a fee and/or cost Astound Broadband assesses and retains.

- Basic TV will increase by \$2.00. This fee applies to TV packages to help offset the costs of programming content and delivery of local and regional broadcast television signals.
- Preferred TV will increase by \$4.66. This fee helps offset the costs of programming and delivery of sports and entertainment networks such as Warner Bros. Discovery, Comcast/NBC Universal, ABC/Disney/ESPN, Fox, CBS and others.
- Additional TV tiers such as Premiere TV-Entertainment, Premiere TV-Variety, Premiere TV-Sports, and Premiere TV will increase by \$1.00 each. This is to help offset the costs of programming and delivery of these networks.
- The Broadcast TV Surcharge will increase by \$7.02. This fee applies to all TV packages to help offset the costs of programming content and delivery of the local and regional broadcast television signals.
- Premium channels such as HBO, Cinemax, Showtime/TMC, and/or Starz will increase by \$1.00 each to help offset increased costs associated with programming and delivery of these networks.
- TV equipment will increase by \$3.00.
- Modems and/or routers used for internet service will increase by \$2.00.
- Enhanced Whole Home WiFi will increase by \$1.00 [eero only]
- The Internet Infrastructure Fee will increase by \$3.20. This fee helps defray costs associated with building and maintaining our fiber-rich broadband network, as well as the costs of expanding network capacity to support the continued increase in customers' average broadband consumption.
- Landline telephone service will increase by \$1.00/month.

Periodically, franchise, utility, PEG fees and other government mandated fees and taxes are also adjusted in keeping with regulatory requirements. These fees and taxes are government mandated and we are required to comply.

Discover More With Astound Broadband

We continue to make substantial investments and upgrades to our network and technology, bringing customers greater value for the services and features* they care about most:

- **Mobile:** Experience award-winning service on one of America's largest 5G networks. Customers are saving with simple pricing for Internet + mobile.
- **Faster Downloads:** We've increased speeds on most of our Internet packages, providing the best value for your services.
- **Ultra-fast Speed and Wi-Fi:** Our top download speeds, up to 2 Gig in some locations, power more devices in the connected home. The latest Wi-Fi 6E technology is smart enough to route Wi-Fi traffic between devices and reliably blanket your home.
- **Better Gaming:** With features designed for gamers, by gamers, stabilize your ping, create a geofence, steer bandwidth and kick lag to the curb with our gaming equipment.
- **Enhanced TV:** Just one device combines live TV, streaming apps, music, games, 4K, DVR, On Demand and voice control with Astound's latest TV technology. Plus, take it on the go with the new Astound TV+ app.
- **Award-Winning:** Customers ranked Astound Broadband the Best Cable Internet Provider seven years in a row, 14 times recognized, in the PC Mag's Reader's Choice survey.
- **Affordable Internet:** We're dedicated to helping our communities stay connected affordably. Through the ACP, qualified households may be eligible to receive free or reduced cost Internet service.

We endeavor to deliver high-quality services at a great value, always aiming to put our customers first. All of us at Astound Broadband thank you for choosing us for your telecommunications needs.

*Not all services are available in all areas. A trademark of Ziff Davis, LLC. Used under license. Reprinted with permission. Where available. ©2022 Ziff Davis, LLC. All Rights Reserved . Please visit www.astound.com/ratefacts for additional information.

NOTICE PUBLIC HEARING AFFECTING THIS AREA

Legislative Amendment 22-003

PURPOSE OF HEARING: Amending the Marion County Rural Zone Code to permit an event business as a home occupation in the EFU, SA and FT zones.

APPLICANTS: Marion County

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

LOCATION OF HEARING: Senator Hearing Room, 1st floor, Courthouse Square Building, 555 Court St. NE, Salem

HOW TO PARTICIPATE: Interested persons may speak either for or against the proposal 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>

The application, documents and applicable criteria are available for inspection at no cost and copies are available. After the close of the hearing the Board of Commissioners may approve or deny the application, may remand to the Hearings Officer or Planning Division, 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: The criteria upon which the decision on this application will be based include:

1. Oregon Revised Statutes (ORS) Chapters 197, 203, and 215
2. Oregon Statewide Land Use Planning Goals and Oregon Administrative Rules (OARs) implementing the applicable Goals.

For information regarding this application contact Lindsey King; lking@co.marion.or.us; (503) 566-4162; Marion County Planning Division; (503) 588-5038; 5155 Silverton Rd NE, Salem Oregon 97305

NOTE: The scheduling of a hearing and the mailing of this notice should not be construed in any way as a determination that the application has been deemed complete under the provisions of ORS 215.428.

In order to accommodate persons with physical impairments, please notify the Planning Division of any accommodations you may need as far in advance of the hearing as possible.



LAND USE HEARINGS – FREQUENTLY ASKED QUESTIONS

Why did I receive this notice?

You received this public hearing notice because a property owner in your area filed a land use application that requires a hearing OR the decision of a land use application for property in your area has been appealed. State law requires that we provide notice of land use hearings to the applicant(s) and property owners within a certain distance of the subject property.

If I attend, do I have to testify? And what if I cannot attend?

We encourage interested citizens to participate in the land use and hearing process. You may come and simply observe. You may also send comments in writing (hard copy or electronic mail) prior to the hearing or submit them during the hearing as noted below. Written comments will be included in the record.

What will happen at the public hearing?

Planning Division staff will present their report and recommendation. The hearings officer will then take testimony from the applicant, those in support, in opposition, and any general comments. The applicant will then be given an opportunity to present rebuttal. After all of the testimony, the hearings officer will close the hearing. However, anyone may request additional time to present more evidence, argument or testimony. The hearings officer will grant the request by continuing the hearing or leaving the written record open for at least seven days. Once the hearing and record is closed no further testimony or comments will be allowed, and the hearings officer will take the case under advisement. Please note that Marion County hearing rules prohibit the hearings officer from discussing a case with interested parties after the close of the hearing.

How do I testify?

In the hearing room you will find a sign-up sheet for those wishing to testify and/or receive notice of the decision. If you have written comments that were not submitted prior to the hearing, sign up to speak and submit them at that time. When it is your turn, you will be called to the table. State your name and address and remember to speak clearly into the microphone as your testimony will be recorded as part of the public record. Please be concise and limit your testimony to approximately three minutes. The hearings officer may ask questions to clarify your comments. Please note if the hearing is the result of an appeal by someone other than the applicant, the order of testimony may be altered to require that the appellant present testimony first.

How long will the hearing take?

The hearings begin at 4:00 p.m. as indicated in the notice, however, more than one case may be scheduled. You should plan to arrive at 4:00, but be aware that the hearing may not begin until later if two cases are scheduled. Most hearings are completed within an hour.

When is a decision made?

Approximately 4-6 weeks after the public hearing and record is closed, depending on the complexity of the case, the hearings officer will issue a decision. She may approve or deny the case, may remand it to the Planning Division, or approve a modified proposal. For zone change applications she will issue a recommendation to the Board of Commissioners.

How will I be notified of the decision?

If you attended the public hearing and/or requested a copy of the decision one will be mailed to you. Please note the hearings officer's decision can be appealed to the Marion County Board of Commissioners. Details of the appeal process are included in the decision or available from the Planning Division.

For more information, please contact the Planning Division at (503) 588-5038 or planning@co.marion.or.us