



PUBLIC MEETING NOTICE

Aumsville City Council Meeting

In the Community Center and via Zoom Video Conference

Monday, May 13, 2024

AMENDED AGENDA

1) Call to Order – 7:00 PM

- a) Approve Agenda

2) Presentations, Proclamations, and Visitors

- a) **Presentation:** Oregon Youth Authority – Christin Pickle, Foster Care Certifier
- b) **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 May 13, 2024.
- c) **Visitors.** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email kpizzuto@aumsville.us to request login instructions. Information will also be posted on our website at Aumsville.us

3) Consent Agenda (Action)

- a) Minutes from the April 22, 2024 Regular Meeting
- b) Accounts Payable and Payroll Register (April 12, 2024 – May 3, 2024)
- c) Cancelled Council Meeting: May 27, 2024 (Memorial Day)
- d) RA Gray Pay Request (through April 30, 2024)

4) Public Hearings (None)

5) Old Business (None)

6) New Business

- a) Water Conservation and Management Plan Proposals (Action)
- b) Forklift for Public Works Building (Action)
- c) Traveling Wheelz Agreement – Rolling to Corn Fest, Thursday skating event (Action)
- d) Ordinance 724 FTX Franchise Agreement
- e) Resolution 05-24 Adopting Limitation of Liability for Public Trails and Structures (Action)
- f) Resolution 06-24 Establishing Water & Sewer Rate
- g) Aumsville Historical Society Museum Agreement (Action)
- h) Councilor Casarez Resignation (Action)

7) City Administrator Report

- 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 Council at this time)

10) Correspondence

11) Adjournment of Regular Meeting

12) Executive Session



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

AUMSVILLE CITY COUNCIL

April 22, 2024 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:01 PM. Present in person: Mayor Angelica Ceja, Councilors Nico Casarez, Douglas Cox, Della Seney, Katie Wallace, and Walter Wick. Present via Zoom: Councilor Scott Lee. Staff present: City Administrator (CA) Ron Harding, and Assistant City Administrator (ACA) Kirsti Pizzuto. The meeting was video recorded to be released later.

AGENDA APPROVAL: Councilor Seney moved to approve the agenda with the removal of Agenda Item 6A. Councilor Casarez seconded. Council voted unanimously to approve the amended agenda. Agenda approved.

PRESENTATIONS, PROCLAMATIONS, & VISITORS: None.

PUBLIC COMMENT: None.

CONSENT AGENDA: Councilor Casarez moved to approve the consent agenda as presented. Councilor Seney seconded the motion. Council present voted unanimously to approve the agenda. Councilor Lee was absent from the meeting at this time. Motion passed.

PUBLIC HEARING: None.

OLD BUSINESS: None.

NEW BUSINESS:

B) MWVCOG Contract: CA Harding explained Mid-Willamette Valley Council of Governments (MWVCOG) is a government entity that serves intergovernmental agencies. CA Harding stated the City contracts with them and this is a renewal of the yearly contract with updated rates. CA Harding explained that MWVCOG provides billable services like grant management, planning services, and help for smaller cities with financial services and other services they cannot permanently staff positions for.

CA Harding explained that most of the City's planning work is done in the form of inquiries processed through his office. CA Harding described the city does use the MWVCOG for some applications and the billable rates are increasing by about 8% this year. CA Harding stated staff recommended renewing the contract with the updated rates.

Councilor Casarez asked if the City used MWVCOG for any other services aside from planning. CA Harding discussed the Housing Rehabilitation Grant program, which works like a recirculating loan for rehabilitating homes under certain criteria.

CA Harding described the MWVCOG contract, which is set up like a subscription membership, where the City will receive the discounted billable rate for members. CA Harding stated he wants to continue that membership and that he and ACA Pizzuto have an upcoming meeting with the MWVCOG to discuss the possibility of having the MWVCOG assist with the City's sewer project grants, as they have staff with expertise in Federal grants.

Councilor Casarez moved to approve the intergovernmental agreement between the Mid-Willamette Valley Council of Governments and the City of Aumsville as presented by staff. Councilor Wick seconded the motion. Council present in person and online voted unanimously to approve motion. Motion passed.

C) Budget Committee Application: CA Harding stated the City has been putting out notices online and in the newsletter looking for people to fill the openings in the budget committee. CA Harding explained the City received an application from Laura Rinaker, who has a background in accounting and finance.

Councilor Casarez moved to appoint Laura Ann Rinaker to the vacant budget committee seat with the term expiring December 31, 2026 as presented. Councilor Wick seconded the motion. Council voted unanimously to approve the motion. Motion passed.

D) Resolution 04-24 Updating Application Fees for Alarm Permits: CA Harding discussed the City adopted Ordinance 490 when several ordinances were updated in 2020, and that the ordinance states the City will adopt a fee schedule by resolution. CA Harding explained that the City has been charging a fee based on the original resolution, but needs to reauthorize the resolution.

CA Harding clarified that the fee is not for silent alarms, but for audible alarms that require law enforcement to respond. CA Harding stated the purpose of the application and renewal is to maintain a database of these alarms so responders know who to call when alarms are activated. CA Harding described previous accounts of alarms in businesses going off several times a week with no way for law enforcement to contact the business owners due to no registry. CA Harding explained there's a \$50 application fee for the permit, with annual renewals required to ensure that contact information is updated.

Council and CA Harding discussed the frequency of false alarm activations, how the activations are received by law enforcement, and the costs to the City associated with responding to alarm activation calls.

CA Harding explained that the application fee is to account for the cost of processing and maintaining the database, and does not cover the cost of the officer responding to the alarm. CA Harding stated that fines only apply after three false alarm responses to encourage the business to fix their alarm.

Councilor Cox asked if its consistent with what other cities are doing. Councilor Cox also asked what happens if there is no officer on duty when an alarm goes off. CA Harding explained the City has an interjurisdiction mutual aid agreement, so the call would fall to Marion County. CA Harding stated there is a state law that requires Marion County to respond if there is no other law enforcement available, but over the years, Marion County has set a priority respond list in place and typically don't respond to calls that are non-life threatening.

Councilor Casarez moved to approve Resolution 04-24, a Resolution Updating Application Fees for Alarm Permits as presented by staff. Councilor Wick seconded the motion. Council unanimously voted to approve the motion. Motion passed.

E) Preview of Suggested COLA and Staff Comparables for 2024-2025 Budget: CA Harding explained that a staff committee analyzes industry rates and benefits, comparing 15-20 cities similar to Aumsville, to identify necessary changes, and presents those findings to Council every three years. CA Harding described how the committee looks at COLAs and uses a CPIW 12-month comparable to target above the median range to provide incentives for staff retention. CA Harding presented data showing that Aumsville is right in the middle of the comparable cities used.

CA Harding presented a spreadsheet of the proposed changes, and recommended a one-time 3% adjustment to the Finance Officer position. CA Harding also recommended officially reclassifying the Clerk position to Assistant City Administrator, due to the increased workload in administrative duties, and increasing the top step by \$1,000. CA Harding added he spoke with the person in the Assistant City Administrator position and they agreed that it was a good range to look at.

Council and CA Harding discussed the existing step plan and clarified that no additional steps would be added, but rather the existing seven steps would be adjusted to align with the \$1,000 increase to the seventh step.

CA Harding explained that the committee also recommended a 3% increase to the Police Support Specialist position, as it fell below the median when compared to similar cities.

Council and CA Harding discussed step increases versus COLA raises, and clarified that these increases would be salary adjustments for these specific positions, separate from the COLA raises.

CA Harding stated the COLA analysis done using the CPI formula shows a year-over-year change by comparing January in one year and the following year to see the change. CA Harding stated the data came in at 3.3% and recommended a 4% COLA.

Council and CA Harding discussed the budget and future rate increases due to the wastewater project, and CA Harding stated that there should be no issue with the budget this year.

Council and CA Harding reviewed the spreadsheet of existing salaries and proposed updates and discussed police and public works salaries and the required certifications for those positions. CA

AGENDA ITEM 3A

Council discussed the upcoming budget, and clarified that, if approved, the updated salaries and COLA adjustments would be implemented into the budget to be presented at the upcoming budget committee meetings.

Councilor Wallace stated that she supported the changes. CA Harding confirmed consensus among the Council.

Council discussed the process for the City Administrator's review and when it needs to be completed.

CITY ADMINISTRATOR REPORT: CA Harding presented the Police Department report. CA Harding stated the new Public Works building is coming along and Council will get a tour before the grand opening.

CA Harding explained he and Mayor Ceja have been attending a new leadership group that includes other neighboring cities, where they talk about challenges like zoning and OSHA issues. CA Harding stated he is trying to keep up with laws as they are updated, but it's difficult, as there is no notification sent to cities affected by newly passed laws.

CA Harding noted items to be brought before Council at a future meeting, including a resolution regarding liability for recreational trails required by a recently passed bill, and a franchise agreement with FTX (formerly Viser).

CA Harding discussed sponsorships for children's circus tickets, and for Corn Festival. Council and CA Harding discussed the event planning process and Council's involvement. CA Harding provided a summary of 2024 Corn Festival progress.

MAYOR/COUNCIL REPORTS AND INITIATIVES: Councilor Casarez announced that he is stepping down, and retiring as a City Councilor. Mayor Ceja stated she was sad to see him go.

Councilor Wallace stated CA Harding and staff did a great job with the volunteer appreciation dessert.

GOOD OF THE ORDER: None.

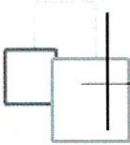
CORRESPONDENCE: Councilor Casarez submitted his letter of resignation.

EXECUTIVE SESSION: None.

Mayor Ceja adjourned the meeting without prejudice at 8:00 PM.

Angelica Ceja, Mayor

Ron Harding, City Administrator



Accounts Payable Register

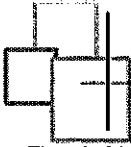
City of Aumsville

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

Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56772</u>	ARETE ADVISORS LLC	5/3/2024	\$308.00
<u>56773</u>	AUMSVILLE ACE HARDWARE	5/3/2024	\$56.43
<u>56774</u>	BMS TECHNOLOGIES	5/3/2024	\$2,291.92
<u>56775</u>	CITY OF SALEM	5/3/2024	\$1,842.50
<u>56776</u>	CIVICPLUS, LLC	5/3/2024	\$2,118.60
<u>56777</u>	FCS GROUP	5/3/2024	\$4,056.25
<u>56778</u>	FERGUSON WATERWORKS #3011	5/3/2024	\$49.90
<u>56779</u>	FOOTHILLS BARKDUST	5/3/2024	\$720.00
<u>56780</u>	GREYSTONE TACTICAL	5/3/2024	\$2,905.43
<u>56781</u>	METCOM 9-1-1	5/3/2024	\$8,467.48
<u>56782</u>	MOONLIGHT MAINTENANCE	5/3/2024	\$601.00
<u>56783</u>	NAVITVE NATURALS LLC	5/3/2024	\$75.00
<u>56784</u>	OFFICE DEPOT, INC	5/3/2024	\$157.96
<u>56785</u>	PETROCARD, INC.	5/3/2024	\$612.54
<u>56786</u>	RIGHT SYSTEMS INC	5/3/2024	\$21,579.44
<u>56787</u>	STAN BUTTERFIELD P.C.	5/3/2024	\$750.00
<u>56788</u>	VALLEY 5 ELECTRICAL SERVICES LLC	5/3/2024	\$3,016.50
<u>56789</u>	VALLEY AGRONOMICS LLC	5/3/2024	\$246.25
<u>EFT Payment 5/3/2024 4:36:47 PM - 1</u>	HOME DEPOT CREDIT SERVICES	5/3/2024	(\$0.36)
<u>EFT Payment 5/3/2024 4:36:47 PM - 2</u>	INVOICE CLOUD	5/3/2024	\$223.40
<u>EFT Payment 5/3/2024 4:36:47 PM - 3</u>	PACIFIC POWER	5/3/2024	\$8,546.70
<u>EFT Payment 5/3/2024 4:36:47 PM - 4</u>	VERIZON WIRELESS	5/3/2024	\$38.95
<u>EFT Payment 5/3/2024 4:36:47 PM - 5</u>	WAVE	5/3/2024	\$9.95
<u>EFT Payment 5/3/2024 4:36:47 PM - 6</u>	ZIPLY FIBER	5/3/2024	\$668.06
	Total	Check	\$59,341.90
	Total	9001000967	\$59,341.90
	Grand Total		\$59,341.90

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Accounts Payable Register

City of Aumsville

Fiscal: 2023-24

Deposit Period: 2023-24 - April

Check Period: 2023-24 - April - Second Council

Number	Name	Print Date	Amount
Riverview Community Bank Check 56749	9001000967 VALLEY AGRONOMICS LLC	4/12/2024	Void \$0.00
		Total	Check \$0.00
		Total	9001000967 \$0.00
		Grand Total	\$0.00

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City of Aumsville

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Number	Name	Print Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>56761</u>	AIRGAS USA, LLC	4/24/2024	\$202.93
<u>56762</u>	BEERY ELSNER & HAMMOND LLP	4/24/2024	\$1,995.55
<u>56763</u>	CASCADE WATER WORKS, INC.	4/24/2024	\$4,533.00
<u>56764</u>	CITY OF WOODBURN	4/24/2024	\$1,015.00
<u>56765</u>	ENVIRO-CLEAN EQUIPMENT, INC.	4/24/2024	\$3,257.28
<u>56766</u>	MIRACLE PLAYSYSTEMS II, LLC	4/24/2024	\$1,084.18
<u>56767</u>	PACIFIC OFFICE AUTOMATION	4/24/2024	\$147.15
<u>56768</u>	PETROCARD, INC.	4/24/2024	\$515.35
<u>56769</u>	STEVE WHEELER TIRE CENTER	4/24/2024	\$359.98
<u>56770</u>	VALLEY SHADE TREE LLC	4/24/2024	Void
<u>56771</u>	WATERLAB CORP	4/24/2024	\$972.00
<u>EFT Payment 4/24/2024 11:31:54 AM - 1</u>	AT&T MOBILITY	4/24/2024	\$382.55
<u>EFT Payment 4/24/2024 11:31:54 AM - 2</u>	NW NATURAL	4/24/2024	\$287.42
<u>EFT Payment 4/24/2024 11:31:54 AM - 3</u>	PACIFIC OFFICE AUTOMATION	4/24/2024	\$86.70
	Total	Check	\$14,839.09
	Total	9001000967	\$14,839.09
	Grand Total		\$14,839.09

Angela G. Jovan
Paul H. Jovan



Payroll Register

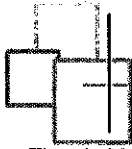
City of Aumsville

Fiscal: 2023-24
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 Check Period: 2023-24 - April - Second Council

Number	Name	Check Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>Direct Deposit Run - 4/26/2024</u>	Payroll Vendor	4/30/2024	\$40,155.13
<u>EFT 5052024</u>	CIS TRUST	4/30/2024	\$25,287.12
<u>EFT 5102024</u>	PERS	4/30/2024	\$15,423.36
<u>EFT 5152024</u>	AFLAC	4/30/2024	\$188.58
<u>EFT 85961542</u>	EFTPS	4/30/2024	\$14,335.12
<u>EFT 89370426</u>	Oregon Department of Revenue	4/30/2024	\$3,926.85
<u>EFT HSA4302024</u>	HSA Bank	4/30/2024	\$1,631.41
<u>EFT OSGP4302024</u>	VOYA - STATE OF OREGON - LG#:2234	4/30/2024	\$585.00
<u>EFT V4302024</u>	Valic	4/30/2024	\$25.00
	Total	Check	\$101,557.57
	Total	9001000967	\$101,557.57
	Grand Total		\$101,557.57

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Payroll Register

City of Aumsville

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Number	Name	Payroll Date	Amount
Riverview Community Bank	9001000967		
Check			
<u>Direct Deposit Run - 4/10/2024</u>	Payroll Vendor	4/15/2024	\$42,897.73
<u>EFT 4262024</u>	PERS	4/15/2024	\$16,002.30
<u>EFT 53547206</u>	EFTPS	4/15/2024	\$15,104.82
<u>EFT 62370410</u>	Oregon Department of Revenue	4/15/2024	\$4,094.38
<u>EFT HSA4152024</u>	HSA Bank	4/15/2024	\$1,631.41
<u>EFT OSGP4152024</u>	VOYA - STATE OF OREGON - LG#:2234	4/15/2024	\$585.00
<u>EFT V4152024</u>	Valic	4/15/2024	\$25.00
	Total	Check	\$80,340.64
	Total	9001000967	\$80,340.64
	Grand Total		\$80,340.64

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APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2304.10

To Owner: City of Aumsville

Project: 2304- Aumsville PW Shop

Application No.: 10

Distribution to:

Owner

Architect

Contractor

Period To: 4/30/2024

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

Contract For: 2304


CONTRACTOR'S APPLICATION FOR PAYMENT

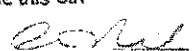
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$1,874,425.00	✓
2. Net Change By Change Order	\$85,334.00	✓
3. Contract Sum To Date	\$1,959,759.00	✓
4. Total Completed and Stored To Date	\$1,899,218.30	✓
5. Retainage:		
a. 5.00% of Completed Work	\$94,960.93	✓
b. 0.00% of Stored Material	\$0.00	
Total Retainage	\$94,960.93	✓
6. Total Earned Less Retainage	\$1,804,257.37	✓
7. Less Previous Certificates For Payments	\$1,546,543.94	✓
8. Current Payment Due	\$257,713.43	✓
9. Balance To Finish, Plus Retainage	\$155,501.63	✓

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: 5/8/24

State of: Oregon County of: Washington
 Subscribed and sworn to before me this 8th day of May 2024
 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 \$ 257,713.43

(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.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$74,286.00	\$0.00
Total Approved this Month	\$11,048.00	\$0.00
TOTALS	\$85,334.00	\$0.00
Net Changes By Change Order	\$85,334.00	

ARCHITECT:  Date: 5/11/24

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.

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. : 10
 Application Date : 05/09/24
 To: 04/30/24
 Architect's Project No.:

Invoice # : 2304.10 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)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			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	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	
3	Special Inspections	8,500.00	8,330.00	170.00	0.00	8,500.00	100.00%	0.00	
4	General Conditions	113,000.00	97,180.00	12,430.00	0.00	109,610.00	97.00%	3,390.00	
5	Excavation	83,000.00	81,340.00	1,660.00	0.00	83,000.00	100.00%	0.00	
6	Concrete - Vapor Barrier	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00%	0.00	
7	Forms	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	
8	Cement Finish	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	
9	Rebar	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	
10	Masonry	23,000.00	22,540.00	460.00	0.00	23,000.00	100.00%	0.00	
11	Bollards	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	
12	Anchor Bolts	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	
13	Steel Building & Metal Panels	395,000.00	395,000.00	0.00	0.00	395,000.00	100.00%	0.00	
14	Entry Overhang	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00%	0.00	
15	Steel Building Insulation	58,000.00	52,200.00	5,800.00	0.00	58,000.00	100.00%	0.00	
16	Carpentry	64,000.00	60,800.00	3,200.00	0.00	64,000.00	100.00%	0.00	
17	Wainscote	5,600.00	5,040.00	448.00	0.00	5,488.00	98.00%	112.00	
18	HM Frames - Doors - Hardware	24,000.00	18,000.00	6,000.00	0.00	24,000.00	100.00%	0.00	
19	Overhead Doors	78,000.00	76,440.00	1,560.00	0.00	78,000.00	100.00%	0.00	
20	Windows	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	
21	Insulation Office Walls	7,000.00	6,650.00	350.00	0.00	7,000.00	100.00%	0.00	
22	Sheetrock	29,000.00	11,600.00	17,400.00	0.00	29,000.00	100.00%	0.00	
23	Painting	18,000.00	0.00	14,720.00	0.00	14,720.00	92.00%	1,280.00	
24	Caulking - Floor Joints	4,500.00	0.00	2,250.00	0.00	2,250.00	50.00%	2,250.00	
25	Toilet Accessories - Mirrors	3,500.00	0.00	1,750.00	0.00	1,750.00	50.00%	1,750.00	
26	Fire Extinguisher	600.00	0.00	300.00	0.00	300.00	50.00%	300.00	
27	Cabinetry	8,200.00	6,396.00	984.00	0.00	7,380.00	90.00%	820.00	
28	Floor Sealing at Office	2,700.00	0.00	1,350.00	0.00	1,350.00	50.00%	1,350.00	
29	Signage - Striping - ADA	3,500.00	0.00	1,750.00	0.00	1,750.00	50.00%	1,750.00	
30	Paving	75,000.00	0.00	73,500.00	0.00	73,500.00	98.00%	1,500.00	
31	Curbs - Wheel Stops - Paving Prep	15,600.00	11,700.00	3,588.00	0.00	15,288.00	98.00%	312.00	
32	Landscape Irrigation Sleeves	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00%	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. : 10
 Application Date : 05/09/24
 To: 04/30/24
 Architect's Project No.:

Invoice #: 2304.10 Contract : 2304- Aumsville PW Shop

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	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	57,000.00	0.00	0.00	57,000.00	100.00%	0.00	
35	Oil Water Seperator - Sewer	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00%	0.00	
36	Fire Sprinkler	96,000.00	90,240.00	0.00	0.00	90,240.00	94.00%	5,760.00	
37	Plumbing	92,000.00	55,200.00	32,200.00	0.00	87,400.00	95.00%	4,600.00	
38	HVAC	67,000.00	62,310.00	4,690.00	0.00	67,000.00	100.00%	0.00	
39	Electrical - Fire Alarm	235,000.00	176,250.00	44,650.00	0.00	220,900.00	94.00%	14,100.00	
40	Change Order #01	74,286.00	41,000.00	29,571.70	0.00	70,571.70	95.00%	3,714.30	
41	Change Order #02	11,048.00	0.00	10,495.60	0.00	10,495.60	95.00%	552.40	
Grand Totals		1,959,759.00	1,627,941.00	271,277.30	0.00	1,899,218.30	96.91%	60,540.70	94,960.93

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 \$257,713.43 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 April 30, 2024 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 \$1,546,543.94 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 March 31, 2024 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.

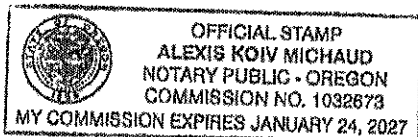
I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF OREGON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

(Authorized Corporate Officer/Partner/Owner)

VP

(Title)

Subscribed and sworn to before me May 8, 2024



Notary Public for Oregon

My Commission expires: 1/24/27



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

STAFF REPORT

DATE: May 3, 2024
TO: Aumsville Mayor & City Council
FROM: Matthew Etzel Assistant Public Works Director
SUBJECT: New Water Conservation and Management Plan

ATTACHMENTS

- GSI Proposal
- Summit Water Resources Proposal
- OAWU Initial Quote
- OAWU Quote with List of Deliverables

BACKGROUND

Recently the City of Aumsville was notified of an expiring Water Conservation and Management Plan by the Oregon Water Resources Department. Staff communicated with Water Resources about the expectations of the new plan and questions about our existing plan which is located in our 2015 Water Master Plan done by Keller.

After the discussions with Water Resources, we reached out to some consultants we have recently been working with for water rights work, along with our local water association at OAWU (Oregon Association of Water Utilities). We received 3 quotes from OAWU, Summit Water Resources, and GSI.

The new Water Conservation and Management Plan is needed as Oregon Water Resources no longer accepts these plans if they are included in a Water Master Plan. This plan will also benefit the City by taking a deeper look into our existing water rights, our water demands, and projected future water demands which will help guide the city to make decisions on future water rights and water projects.

CURRENT SITUATION

Upon review of our existing plan we are happy to report the City has done a majority of the projects identified in the 2015 master plan under the water management and conservation plan sections. Even more recently was our work to complete existing water rights that needed certification. This was done about 2 years ago when we started exploring an option for additional well locations. A lot of this information will be used in the new plan.

In the council packet, the council will find three proposals from OAWU with a not-to-exceed (NTE) amount of \$16,500, Summit Water Resources with an NTE amount of \$19,260, and GSI with an NTE amount of \$30,191. We reviewed all three proposals and would recommend the OAWU proposal. This was also the lowest proposal received. OAWU was recommended by Water Resources along with a history of working with the city on several things including rate studies. OAWU has done several of these

in the last couple of years, as cities like Aumsville convert plans from master plans into stand-alone plans.

RECOMMENDATION

Approval of the OAWU proposal with a not-to-exceed amount of \$16,500.00 from the Consultant/Professional Services Fund 016-620.

COUNCIL OPTIONS

1. Move to approve the OAWU proposal for a Water Conservation and Management Plan with a Not-to-Exceed amount of \$16,500.00 from Fund 012-620 as presented by staff
2. Move to approve the OAWU proposal for a Water Conservation and Management Plan with a Not-to-Exceed amount of \$16,500.00 from Fund 012-620 as amended by ...
3. Remand back to staff to provide additional research or modification.



Scope of Work and Fee Estimate

To: Steve Oslie, City of Aumsville
Matthew Etzel, City of Aumsville
595 Main Street,
Aumsville, OR 97325

From: Zach Pike-Urlacher, GSI Water Solutions, Inc.
Kimberly Grigsby, GSI Water Solutions, Inc.

Date: February 8, 2024

RE: Water Management and Conservation Plan Update and Extension of Time Application
for Permit G-13679

Steve and Matt,

Based on our recent conversation, we understand that the City of Aumsville (City) would like assistance with developing an updated Water Management and Conservation Plan (WMCP) and preparing an extension of time application for Permit G-13679. GSI Water Solutions, Inc. (GSI) has prepared this scope of work and fee estimate related to these efforts.

Scope of Work

Task 1 – Develop Updated WMCP

The overall goal of this task is to develop an updated WMCP for the City to meet the required WMCP content described in the Oregon Water Resources Department's (OWRD) Oregon Administrative Rules. GSI proposes the following project activities: develop a draft WMCP, submit a draft WMCP to affected local governments, submit the final draft WMCP to OWRD, and submit the final WMCP to OWRD.

Subtask 1.1 – Prepare Draft WMCP

The updated WMCP will include the following elements:

Introduction: Provide an introduction to the WMCP and an overview of the City and describe how the WMCP meets the OWRD's criteria for WMCPs.

Water Supplier Element

Preparation: Obtain demand and consumption information, population, and service area and infrastructure descriptions from the City's previous WMCP progress report (2020) and WMCP (2014) and current Water Master Plan (2015) and supplement this information with contemporary information provided by the City. Review information about the City's water rights and sources.

Update Water Supplier Element: Describe water sources, intergovernmental agreements, service area, service population, adequacy and reliability of existing water supplies, water demands, water rights, identification of

WATER MANAGEMENT AND CONSERVATION PLAN UPDATE AND EXTENSION OF TIME APPLICATION FOR PERMIT G-13679

streamflow-dependent species, customer descriptions, interconnections, system description and schematic, and water loss.

Water Conservation Element

Preparation: Work with the City to acquire recent information about management and operational measures implemented by the City that contribute to water conservation, such as billing rates and practices, leak detection programs, meter testing programs, and public education programs. Work with City staff to evaluate progress on existing conservation benchmarks and establish new five-year conservation benchmarks, as needed.

Update Water Conservation Element: Describe progress on conservation measures since 2014 and existing conservation and water use and reporting programs. As needed, develop or modify five-year benchmarks for all required conservation measures.

Water Curtailment Element

Preparation: Work with the City to update the existing curtailment element, as needed, by identifying and describing any recent water shortage(s), current capacity limitations, and events which could lead to supply shortages.

Update Curtailment Element: Describe historic supply deficiencies, identify capacity limitations, assess the ability of the City to maintain delivery during events, and identify events with the most potential to cause a supply shortage. As needed, revise stages of alert and triggers initiating each stage and describe the curtailment actions under each stage.

Water Supply Element

Preparation: Perform population and water use/demand projections for 10 years, 20 years, and longer, as needed. Compare the City's water rights to projected demands. Work with the City to identify infrastructure or supply issues that may limit the availability of the City's sources of supply. Reference local government comprehensive land use plans and communicate with the City to describe potential expansion of City's service area over the next 20 years. Evaluate water conservation measures or interties that could provide water at a cost equal to or lower than identified sources.

Update Water Supply Element: Delineate future service areas; describe the projected population and demand during the next 10 years, 20 years, and longer, if applicable; describe the schedule to exercise existing water right permits; describe projected need relative to existing supply; evaluate alternative supply sources as needed; request ongoing access to extended Permit G-13679, as necessary; quantify projected use in maximum rate and monthly volume; and describe mitigation actions needed to comply with federal requirements, if any.

Compile information into updated WMCP. Submit draft to the City for review.

Subtask 1.2 – Revise Draft WMCP and Submit to Affected Local Governments and OWRD

Incorporate the City's comments on the draft updated WMCP, and seek comments from affected local governments regarding consistency with each of the local government's comprehensive land use plans at least 30 days before submitting the final draft updated WMCP to OWRD. Work with the City to address any relevant comments from affected local governments before submitting the final draft updated WMCP to OWRD.

Subtask 1.3 - Submit Final Updated WMCP to OWRD

Respond to any comments from third parties, as appropriate, and from OWRD on its review of the final draft updated WMCP, submit the final updated WMCP to OWRD for approval, and communicate with OWRD about coordinating the timing of OWRD's final order with an order on the permit extension application for Permit G-13679, as further described for Task 2.

WATER MANAGEMENT AND CONSERVATION PLAN UPDATE AND EXTENSION OF TIME APPLICATION FOR PERMIT G-13679

Deliverables

The deliverables for this task include: a draft WMCP for the City’s review; a local government review draft WMCP submitted to affected local governments; a final draft WMCP submitted to OWRD; a final WMCP submitted to OWRD; and up to two printed copies of the final WMCP and an electronic version provided to the City.

Assumptions

- The City will provide demand and consumption information in MS Excel format.
- The City will provide a schematic of its water system.

Schedule

GSI proposes the following schedule to develop and submit the City’s updated WMCP to OWRD. The WMCP rules require the City to give affected local governments 30 days to respond to requests for comments.

Event	Anticipated Completion Dates
Notice to Proceed	Mid-February 2024
Kick off meeting	Early March 2024
Submit draft updated WMCP to the City for review	Early July 2024
Incorporate City comments and send draft WMCP to affected local government(s) for review	Late July 2024
Submit final draft updated WMCP to OWRD	Mid-August 2024
Revise updated WMCP per OWRD comments, submit revised WMCP to the City for review	Mid-September 2024 (estimate)*
Submit draft final and final updated WMCP to OWRD	Late October 2024 (estimate)*
Receive updated WMCP Final Order from OWRD	Mid-December 2024 (estimate)*

* These dates are dependent upon OWRD’s review and response times, which can vary.

Task 2 – Application for Extension of Time for Permit G-13679

The City holds water use permit G-13679, which has a completion date of October 1, 2024. The permit allows for the diversion of up to 0.446 cubic feet per second (cfs) for municipal use but has not been developed to date. Under this task GSI will develop and submit to OWRD an application for an extension of time to extend the completion date (development deadline) for Permit G-13679.

Activities under this task may include but are not limited to:

- Compile information to develop the extension of time application and the projected timeline for full beneficial use of water under the permit.
- Communicate with the City to confirm the approach for the extension of time, including the duration of the proposed extension.
- Develop draft extension of time application for City review.
- Revise extension of time application, as needed, and develop final extension of time application and submit to OWRD.
- Respond to inquiries from OWRD and provide additional information or comments as needed.
- Review OWRD processing documents (Proposed Final Order and Final Order, etc.)
- Provide on-going project communications with the City and OWRD as needed.

Deliverables

The deliverables for this task include: a draft and final extension of time application for Permit G-13679.

Schedule

GSI will begin work on the permit extension application upon receiving notice to proceed. GSI will provide the City with a draft extension application and submit a final extension application to OWRD within four weeks of notice to proceed, assuming the City provides GSI with any additional information needed to complete the extension application within this timeframe. GSI will communicate with OWRD to coordinate the processing of the extension application with the submittal of the WMCP. The goal of this coordination is to obtain a decision on the extension application prior to approval of the WMCP, so that a condition in the extension final order requiring submission of a WMCP would be satisfied by the WMCP proposed in this scope.

Fee Estimate

GSI's estimated budget for completing Tasks 1 and 2 is not to exceed \$35,214. This budget is based on our current understanding of the project. GSI is not required to perform activities in excess of this stated not-to-exceed budget. GSI will conduct this work on a time-and-materials basis. The budget by subtask may vary but the total budget will not be exceeded without prior approval from the City. A breakdown of budget by task is presented in table 1 below.

Table 1. Estimated Budget by Task

Tasks	Fee
Task 1 - WMCP Update	\$30,191
Task 2 - Extension of Time Application, Permit G-13679	\$5,023
Total	\$35,214

This budget estimate does not include required agency fees. The estimated agency fee for the WMCP is \$2,450. The estimated fee for the extension of time application is \$780. GSI has assumed that the City will pay all required agency fees directly to OWRD. If you would like GSI to provide the checks for the fees, GSI will request approval for an increase in the estimated budget in the amount of the fee with a 10 percent mark-up.

If this scope of work and fee estimate meet with the City's approval, GSI will provide a professional services agreement. We look forward to hearing back from you and getting started. Please do not hesitate to call us with any questions. Zach can be reached at 541.753.0933, and Kim can be reached at 541-257-9004.

Sincerely,



Zach Pike-Urlacher
Water Resources Consultant



Kimberly Grigsby
Principal Water Resources Consultant



Proposal

Project: City of Aumsville Water Management and Conservation Plan Update

To: City of Aumsville
 Attn: Matthew Etzel, Assistant Public Works Director
 595 Main Street
 Aumsville, OR 97325
 503-749-1185; metzel@aumsville.us

From: Summit Water Resources. LLC
 Ted Ressler, RG, CWRE tressler@summitwr.com
 Ryan Dougherty, PE, RG rdougherty@summitwr.com
 DeEtta Fosbury, RG dfosbury@summitwr.com
 503-967-7050

Date: March 4, 2024

Summit Water Resources, LLC (Summit) is pleased to present this proposal to update the City of Aumsville’s (City’s) Water Management and Conservation Plan (WMCP).

Water Rights and Water Planning Expertise

Summit’s water right experts assist our clients with navigating complex factors to plan for meeting future water demands through strategic management of existing water rights, procurement of new authorizations, and creative solutions for utilizing existing water sources (e.g., aquifer storage and recovery). Summit staff have extensive technical expertise and experience with regulatory programs that apply to water resources issues throughout the Pacific Northwest and have supported a wide range of water right projects for municipal water providers in Oregon, including:

- Canby Utility Board
- Clackamas River Water
- Interlachen People’s Utility District
- Joint Water Commission
- North Clackamas County Water Commission
- McMinnville Water & Light
- Medford Water Commission
- Port of Portland
- Pacific City Joint Water-Sanitary Authority
- Rockwood Water People’s Utility District
- Springfield Utility Board
- Sunrise Water Authority
- Tualatin Valley Water District
- City of Adrian
- City of Ashland
- City of Aumsville
- City of Aurora
- City of Bend
- City of Brookings
- City of Carlton
- City of Cannon Beach
- City of Cave Junction
- City of Corvallis
- City of Cottage Grove
- City of Creswell
- City of Dayton
- City of The Dalles
- City of Fairview
- City of Florence
- City of Forest Grove
- City of Grants Pass
- City of Gresham
- City of Harrisburg
- City of Hillsboro
- City of Independence
- City of Jacksonville
- City of Lafayette
- City of Monroe
- City of Mt. Angel
- City of Newberg
- City of Pendleton
- City of Prineville
- City of Rogue River
- City of Salem
- City of Sandy
- City of Talent
- City of Tigard
- City of Troutdale
- City of Toledo
- City of Veneta
- City of Waldport
- City of Woodburn

City of Aumsville Water Management and Conservation Plan Update

Summit staff have supported WMCPs, WMCP updates, and WMCP progress reports for the Cities of Banks, Fairview, Florence, Monroe, Newberg, Pendleton, Salem, Sandy, Tigard, Woodburn, and Veneta, and for the Salmon Valley Water Company and Columbia Hills Home Owners Association.

WMCP Background

A WMCP for a municipal water supplier provides a description of the water system, identifies the sources of water used by the community, and explains how the water supplier will manage and conserve water supplies to meet future needs. Preparation of a WMCP is intended to represent a pro-active evaluation of the management and conservation measures the water suppliers can undertake. The planning program requires water suppliers to consider water that can be saved through conservation practices as a source of supply to meet growing demands if the saved water is less expensive than developing new supplies.

The City's most recent WMCP was approved on February 27, 2015. The Final Order approving the WMCP specified submittal of a progress report by July 15, 2019 and an updated WMCP no later than November 15, 2024.

An updated WMCP includes all the elements of a full plan and a 5-year progress report. The key issues for review and approval by OWRD are:

- Are all of the required elements included in the plan?
- Does the updated plan address all of the conditions noted in the Final Order approving the previous plan?
- Are the water demand and supply capacity projections well-supported?

Summit's project approach and associated assumptions for updating the City's WMCP are outlined below.

Scope of Work

Task 1 – Project Kickoff and Project Management

Task 1 will include a review of relevant documents and a project kickoff meeting with the City project manager (PM) and key City staff to be involved in the development of the WMCP. Documents to be reviewed include:

- 2015 Water Master Plan
- 2019 Benchmark WMCP Progress Report
- City water rights, available from Oregon Water Resources Department (OWRD)
- Other water supply planning documents provided by the City

Summit will conduct a kickoff meeting to discuss data needs and sources and to identify the appropriate City staff to serve as subject matter experts for specific elements of the WMCP.

Assumptions: The kickoff meeting will be held online, via Microsoft Teams.

Deliverables: Kickoff meeting agenda and summary notes.

Task 2 – Draft WMCP Update

Summit will develop an updated WMCP through a series of work sessions with the appropriate subject matter experts identified in the kickoff meeting. The following sequence of activities is anticipated:

City of Aumsville Water Management and Conservation Plan Update

- Water Supplier Description
 - Compile questions and meet with City staff to develop revisions to the Water Supplier Description and prepare a narrative describing changes since the previous plan and the future build-out of any system changes that are in progress
 - Identify/describe changes to water sources or interconnections with other systems
 - Update current service area map and population served
 - Update water supply assessment
 - Summarize current and past water use
 - Total usage (average, peak, seasonal)
 - Usage by customer class
 - Leakage estimates
 - Prepare system schematic
 - Update water right inventory and environmental resource issues of concern
 - Submit draft of section to subject matter experts for review; revise based on review comments
- Water Conservation, Curtailment Plan, and 5-Year Benchmark update
 - Compile questions and meet with City staff to develop revisions
 - Update text and tables
 - Submit draft sections to subject matter experts for review; revise based on review comments
- Water Supply
 - Compile questions and meet with City staff to develop revisions
 - Future service area and population projections
 - Schedule to fully exercise each permit
 - Demand forecast
 - Comparison of projected need and available sources
 - Analysis of alternative sources (if available sources are deficient)
 - Greenlight water request (if needed)
 - Update text and tables
 - Submit draft of section to subject matter experts for review; revise based on review comments

Assumptions: All information needed for the WMCP update is up to date and will be provided by the City in a timely manner to meet the project schedule. There will be up to four work sessions with subject matter experts and one round of review for each WMCP section.

Deliverables: Draft versions of the WMCP sections, including Water Supplier Description; Draft Water Conservation, Curtailment Plan, and 5-Year Benchmark update; and Water Supply Analysis

Task 3 – WMCP Review and Submittal

- Compile and submit a complete draft document to the City PM for review
- Following review, an online review meeting will be held with the City PM to address revisions and outstanding comments
- Revise draft based on City PM comments, and submit for City Council review
- Finalize the draft WMCP for submittal to OWRD and any affected local government(s), as appropriate
- Address OWRD comments on the draft WMCP, and submit the final WMCP to OWRD

City of Aumsville Water Management and Conservation Plan Update

Assumptions: Two rounds of City review of the compiled draft WMCP (City PM and City Council). A total of 12 hours are reserved for addressing OWRD comments on the draft WMCP. The OWRD filing fee for the WMCP will be paid directly by the City.

Deliverables: Draft of the WMCP for review by the City PM, revised draft of the WMCP for review by City Council; final draft of the WMCP for review by OWRD, and a final version of the WMCP submitted to OWRD.

Budget Estimate

Summit will complete this work on a time and materials basis for an amount not to exceed **\$19,260** in accordance with Summit’s 2024 schedule of fees attached. Summit’s budget estimate does not include any OWRD, county, or other transactional agency fees that may be required as part of the work. Summit has assumed that any associated state agency fees will be paid separately the City.

Summit will not exceed the stated budget estimate without prior written approval from the City. The proposed budget estimate is based on Summit’s current understanding of the project as described in this scope of work; if additional assistance is required beyond that described in this scope of work, Summit will work with you to develop an amended scope of work and budget estimate.

Table 1. Budget by Task

Task	Description	Task Total
1	Project Kickoff	\$2,550
2	Draft WMCP Update	\$12,000
3	WMCP Review and Submittal	\$4,710
Total		\$19,260

Schedule

Summit is prepared to begin work upon receiving authorization to proceed. We understand that the final draft WMCP Update is due for submittal to OWRD on or before November 15, 2024. The calendar below shows a general outline of anticipated completion dates for project milestones.

MONTH	M	T	W	TH	F	S	S	MILESTONE
May	29	30	01	02	03	04	05	
	06	07	08	09	10	11	12	Kickoff Meeting
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
June	27	28	29	30	31	01	02	
	03	04	05	06	07	08	09	
	10	11	12	13	14	15	16	Draft Water Supplier Description
	17	18	19	20	21	22	23	
24	25	26	27	28	29	30		
July	01	02	03	04	05	06	07	
	08	09	10	11	12	13	14	Draft Water Conservation, Curtailment Plan, and 5-Year Benchmark update
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
August	29	30	31	01	02	03	04	
	05	06	07	08	09	10	11	

City of Aumsville Water Management and Conservation Plan Update

	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	Draft Walter Supply Analysis
September	26	27	28	29	30	31	01	
	02	03	04	05	06	07	08	
	09	10	11	12	13	14	15	
	16	17	18	19	20	21	22	Complete Draft for City PM Review
	23	24	25	26	27	28	29	
October	30	01	02	03	04	05	06	
	07	08	09	10	11	12	13	
	14	15	16	17	18	19	20	Draft for City Council review
	21	22	23	24	25	26	27	
November	28	29	30	31	01	02	03	
	04	05	06	07	08	09	10	
	11	12	13	14	15	16	17	WMCP due to OWRD

We look forward to hearing back from you and getting started. Please do not hesitate to give us a call with questions at 503-967-7050.

Sincerely,
Summit Water Resources, LLC



Ted Ressler, RG, CWRE
Hydrogeologist and Water Resources Consultant



Ryan Dougherty, PE, RG
Hydrogeologist and Water Resources Engineer



2024 Standard Schedule of Fees
(Effective January 1, 2024 through December 31, 2024)

Professional Staff	Hourly Rate
Principal	\$230 - \$290
Senior	\$160 - \$250
Project	\$140 - \$205
Staff	\$110 - \$165
GIS Specialist	\$105 - \$175
Support Staff	
Administrative	\$85 - \$115
Technical Editor	\$115 - \$145

Expenses

- Mileage: Prevailing IRS rates plus 10 percent markup
- Direct Expenses: Actual cost plus 10 percent markup
- Outside Services: Actual cost plus 10 percent markup
- Equipment Rentals: Actual cost plus 10 percent markup

Notes

1. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
2. Hourly rates and expenses are subject to annual updates.

March 18, 2024

City of Aumsville
Attn: Matt Etzel
595 Main Street
Aumsville, OR 97325-0227

RE: Water Management Conservation Plan Quote

Dear Mr. Etzel:

The Oregon Association of Water Utilities will be pleased to conduct a water management and conservation plan for the City of Aumsville for a fee not to exceed \$16,500.00 (sixteen thousand, five hundred) dollars.

Please note: Oregon WRD, the ORS, and OAR requirements may rewrite a water supplier's ability towards water development, used, or future planning. OAWU does not employ attorneys on these matters or offer legal opinions. OAWU will ask the water supplier to offer direction in the matters of plans, water amounts, rights, applications, green-light water, etc. that pertain to the future growth demands and water usage, etc.

If this meets your requirements, please send us a letter of confirmation agreeing to the services to be offered as specified in the above paragraphs as well as the timeline for completion of the water management and conservation plan. This proposal is in effect for 90 days from the date of this proposal.

If you have any questions, please feel free to contact our office at 503-837-1212 or e-mail Tim at ttice@oawu.net. We appreciate the opportunity to assist our membership.

Sincerely,

Jason Green
Executive Director
Oregon Association of Water Utilities

C: Tim Tice / Projects Manager



Oregon Association of Water Utilities

935 N. Main St., Independence, OR 97351 • 503-837-1212 • Fax 503-837-1213

Serving Oregon's Water & Wastewater Utilities since 1977

April 25, 2024



City of Aumsville
Attn: Matt Etzel
595 Main Street
Aumsville, OR 97325-0227

RE: Water Management Conservation Plan Quote

Dear Mr. Etzel:

The Oregon Association of Water Utilities (OAWU) will be pleased to conduct a water management and conservation plan (WMCP) for the City of Aumsville for a fee not to exceed \$16,500.00 (sixteen thousand, five hundred) dollars.

A request for deliverables is:

- If awarded project, obtain information from the City of Aumsville.
- Completion of the WMCP draft to the city by November 1, 2024.
- 30-day notice to local affected governments.
- Draft is delivered to Oregon Water Resources Department (OWRD).
- 30-day public notice by OWRD.
- 45-day review by OWRD.
- Insufficiencies, clarifications requested by OWRD updated by OAWU.
- 45-day update by OAWU.
- Revised draft sent to OWRD for final order of approval before July 15, 2025.

If any of the above steps require additional time due to the complexity of the data that goes into the WMCP, OAWU will be in communication with both OWRD and the City to maintain forward progress of the project. Additional information to begin the WMCP draft.

Please note: Oregon WRD, the ORS, and OAR requirements may rewrite a water supplier's ability towards water development, used, or future planning. OAWU does not employ attorneys on these matters or offer legal opinions. OAWU will ask the water supplier to offer direction in the matters of plans, water amounts, rights, applications, green-light water, etc. that pertain to the future growth demands and water usage, etc.

If this meets your requirements, please send us a letter of confirmation agreeing to the services to be offered as specified in the above paragraphs as well as the timeline for completion of the water management and conservation plan. This proposal is in effect for 90 days from the date of this proposal.

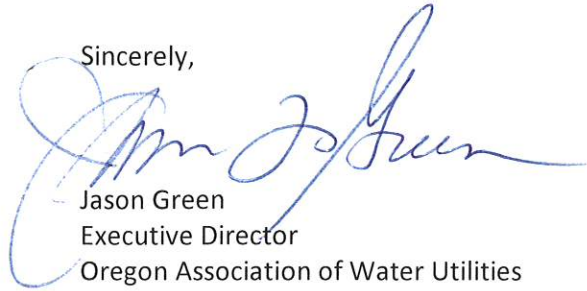
Proud
Member of



AGENDA ITEM 6A

If you have any questions, please feel free to contact our office at 503-837-1212 or e-mail Tim at ttice@oawu.net. We appreciate the opportunity to assist our membership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Green". The signature is fluid and cursive, with the first name "Jason" being more prominent than the last name "Green".

Jason Green
Executive Director
Oregon Association of Water Utilities

C: Tim Tice / Projects Manager



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

STAFF REPORT

DATE: May 13, 2024
TO: Aumsville City Council
FROM: Matthew Etzel Assistant Public Works Director
SUBJECT: Forklift Purchase

ATTACHMENTS

- Equipment Depot Quote: Clark C25CL
- Equipment Depot Quote: UniCarriers PF50LP
- Willamette Valley Forklift Quote: Hyster S60FT

BACKGROUND

As we near the completion of our new Public Works Facility, there are a few pieces of equipment we had planned on purchasing as part of this project if the budget allowed. One of those is a forklift.

CURRENT SITUATION

We currently have an add-on fork attachment for our backhoe. It works pretty well, but maneuvering a backhoe inside a closed building has its limitations. We designed the new Public Works building with a storage area above the offices, and the backhoe is not ideal for this due to limited visibility caused by the bucket, along with its inadequate lifting capabilities

You will find 3 quotes for 3 different used units. These forklifts range from \$50,000-\$60,000 new and while we believe it would be ideal to have a forklift, we also believe purchasing a new one at full price would not be appropriate, as we currently only use the fork attachments a couple of times a month. We did our best to compare equal units and find a unit that would best fit our operation.

RECOMMENDATION

We are recommending the approval to purchase a used 2005 Hyster S60FT in the amount of \$11,000.00 from fund 016-800. We have located one in Turner Oregon that is being sold by Willamette Valley Forklift LLC. We have compared several used units and this one is by far the best price, and we believe the best deal we have found. We are also happy with the fact that it can be serviced locally by Wilamette Valley Forklift LLC.

COUNCIL OPTIONS

1. Move to approve the the purchase of the Hyster S60FT in the amount of \$11,000.00 from Willamette Valley Forklift LLC from fund 016-800 as presented by staff
2. Move to approve the purchase of the Hyster S60FT in the amount of \$11,000.00 from Willamette Valley Forklift LLC from fund 016-800 as amended by...
3. Remand back to staff to provide additional research or modification.



7373 SE Milwaukie Expressway
Portland OR 97222
PO Box 68348
Portland OR 97268
1-800-452-0050
www.eqdepot.com

Quote # 532: Jason Mikkelsen

April 26th, 2024

Attn: Matt Etzel
Aumsville Public Works
595 Main Street
Aumsville, OR 97325

Dear Matt,

Thank you for considering Equipment Depot for your material handling equipment needs. We are pleased to offer the following for your review.

Cap	Tire	Unit#	Make	Model	Last Hour Meter	Upright Height	Power	Price
5,000	Cushion	34446	Clark	C25CL	7,316	187	LPG	\$18,800

Subtotal \$18,000.00
Freight \$450.00

Total Quote \$18,450

ACCEPTANCE AS CONTRACT OF SALE

Submitted By: Jason Mikkelsen

Date: 04-26-2024

Accepted By: _____

Date: _____

New & Used Racking/Shelving – Containers – Rentals - Operator Training - Outstanding Service & Parts Support



7373 SE Milwaukie Expressway
Portland OR 97222
PO Box 68348
Portland OR 97268
1-800-452-0050
www.eqdepot.com

Quote # 533: Jason Mikkelsen

Attn: Matt Etzel
Aumsville Public Works
595 Main Street
Aumsville, OR 97325

April 29th, 2024

Dear Matt,

Thank you for considering Equipment Depot for your material handling equipment needs. We are pleased to offer the following for your review.

Cap	Tire	Unit#	Make	Model	Last Hour Meter	Upright Height	Power	Price
5,000	Pneumatic	34610	UniCarriers	PF50LP	1,576	187	LPG	\$20,000

Subtotal \$20,000.00

Freight \$450.00

Total Quote \$20,450

ACCEPTANCE AS CONTRACT OF SALE

Submitted By: Jason Mikkelsen

Date: 04-29-2024

Accepted By: _____

Date: _____

New & Used Racking/Shelving – Containers – Rentals - Operator Training - Outstanding Service & Parts Support

Willamette Valley Forklift, LLC

PO Box 792, Turner, OR 97392
 Kurt Josi - Owner - 503-931-5438
 Service, Sales, Parts & Rentals



Date 4/30/2024
 Invoice PROPOSAL
 P.O.

Customer CITY OF AUMSVILLE
 Location 595 MAIN ST
 AUMSVILLE, OR 97325

Billing MATT ETZEL 503-507-4742
 Address CITY OF AUMSVILLE
 595 MAIN ST
 AUMSVILLE, OR 97325

Make	Model	Serial Number	Hours	Unit Number
HYSTER	S60FT	F187V02299C	9873	

Service Requested: PROPOSAL FOR PURCHASE OF USED HYSTER FORKLIFT

Services Performed:

PROPOSAL FOR 2005 HYSTER S60FT. 6K WITH 240" LIFT HEIGHT MAST AND SIDE SHIFT. CURRENT HOUR METER READING 9873. LIFT WILL HAVE NEW LPG TANK, AND DELIVERY TO CITY SHOP INCLUDED IN PURCHASE PRICE. ONCE LIFT IS PURCHASED WVF RELEASES ALL CLAIMS OF OWNERSHIP AND INTEREST TO PURCHASER.

THE SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS, THE EQUIPMENT IS SOLD IN AN "AS IS, WHERE IS" CONDITION THE SELLER DISCLAIMS ANY WARRANTY EXPRESSED OR IMPLIED, OF THE YEAR, MODEL OR HOUR READING.

QTY	Part No.	Description	Price	Total
1	SALES	HYSTER 6K	\$11,000.00	\$11,000.00

X

 Customer Signature and Date

Parts Total	\$11,000.00
Shipping and Handling	
Shop Supply and Environmental	
Labor	\$0.00
Total	\$11,000.00

Willamette Valley Forklift appreciates your business.
 Payment due upon receipt of invoice to the address listed above.

Matthew Etzel

From: KurtJosi@hotmail.com
Sent: Tuesday, April 30, 2024 11:32 AM
To: Matthew Etzel
Subject: Hyster photos

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.**











Kurt Josi
Willamette Valley Forklift



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

STAFF REPORT

DATE: May 13, 2024
TO: Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: Traveling Wheelz Agreement for Park Use of Mill Creek Park for Family Skating Night

ATTACHMENTS

- Traveling Wheelz Service Agreement

BACKGROUND

The city council has expressed the desire to contract vendors to perform additional programs in the city leading up to our Saturday Corn Festival event. Last year we created a contract to allow a company called Traveling Wheels to host an open family night skating event in Mill Creek Park on the Thursday before Corn fest.

The city makes the space available and provide some funding so residents can skate free otherwise the event is completely set up by the owners and staff of Traveling Wheelz.

The event will take place at 1110 Main Street (Mill Creek Park) on Thursday, August 15, 2024. Skating is available from 4 pm to 7 pm and skates are provided. The funds are paid for from 010-639.

RECOMMENDATION

Approve Professional service agreement with Traveling Wheelz Inc.

COUNCIL OPTIONS

1. Move to authorize CA Harding to execute the service contract with Traveling Wheelz Inc in the amount of \$1000.00 to provide a skating event in Mill Creek Park as presented by staff.
2. Move to authorize CA Harding to execute the service contract with Traveling Wheelz Inc in the amount of \$1000.00 to provide a skating event in Mill Creek Park, as amended by ...
3. Remand back to staff to provide additional research or modification.

Skating in the Park Personal and Professional Services Agreement

This agreement is entered into this 10th day of May 2024 by and between the City of Aumsville and Erin-Wheeler McKenzie DBA Traveling Wheelz Inc. ("Traveling Wheelz"), 513 NW Heather PL Sublimity Oregon 97385

Now, therefore, it is agreed between the parties hereto as follows:

In consideration of the mutual covenants, conditions, agreements, and stipulations contained in this Agreement, the parties agree as follows:

I. RIGHTS

- A. The City of Aumsville grants Traveling Wheelz, for the term specified in section 5 Service Agreement, the right and privilege to conduct a special event in Aumsville, Oregon, "The Rolling to Corn Fest" event.

II. FACILITIES

- A. The space allotted to Traveling Wheelz, for the operation of the event, will be located at 1110 Main Street in Mill Creek Park in the City of Aumsville. This agreement will act as the event permit for the use of this area in the park.

III. OPERATIONS OF BUSINESS

- A. It is agreed that the event shall be operated in the name of Traveling Wheelz.
- B. Traveling Wheelz shall not allow the premises, or any part of such premises, to be used for any purpose other than the Rolling to Corn Fest or permit the premise to be used, in whole or in part, by any other firm, person, corporation, or other entity without the consent of the City of Aumsville.

IV. FINANCIAL ARRANGEMENTS

- A. Traveling Wheelz will host the event independent of the City of Aumsville or other City events and may obtain sponsors for the competition and/or related cost associated with the competition. The City of Aumsville is not responsible for any obligations related to Traveling Wheelz, or the "Rolling to Corn Fest" event.
- B. In order to facilitate the community activity, the City of Aumsville will provide \$1000.00 to Traveling Wheelz to help with expenses. The City of Aumsville will also provide the facilities free of charge.

V. TERMS

- A. One day, between the hours of 12:00 PM and 10:00 PM on Thursday, August 15, 2024.

VI. MERCHANDISE PURCHASES

- A. Traveling Wheelz shall make all purchases of materials for use or sale by Traveling Wheelz in its own name and paid promptly by them. The City of Aumsville shall not be liable or responsible, in any way, for any debts contracted by Traveling Wheelz. Traveling Wheelz agrees, as directed by the City of Aumsville, to abide by these relationships except as prohibited by law. Traveling Wheelz may sell merchandise and or promote its activewear business as part of this event.

VII. EMPLOYEES

- A. All employees of Traveling Wheelz shall conform to the rules and regulations currently established or in force, or which may be established reasonably, in the conduct of the City of Aumsville.
- B. The City of Aumsville shall have the right to require the removal from the premises any employee of Traveling Wheelz whose conduct shall be unsatisfactory to the City of Aumsville.
- C. Traveling Wheelz shall employ and provide as many workers as are determined to be needed to properly and safely conduct the event.
- D. Traveling Wheelz shall comply with all Federal, State, and local laws and regulations, now in force or which any governmental authority may enact.
- E. Traveling Wheelz agrees to maintain a staff of employees, as determined by Traveling Wheelz to be sufficient to conduct the operation of the premises in an efficient manner.

VIII. CLAIM

- A. Claims for damages arising out of the operation of the Traveling Wheelz event that are covered by insurance shall be handled by Traveling Wheelz and shall exercise due diligence in affecting the settlement of such claims.

IX. INSURANCE

- A. Traveling Wheelz shall procure and maintain insurance of the following kinds and minimum limits:
 - 1. Workers' Compensation insurance in compliance with ORS Chapter 656, if Traveling Wheelz employs "subject workers".
 - 2. Comprehensive General Liability with total limits of two million dollars (\$2,000,000).
- B. The City of Aumsville will be named as additional insured on the proof of insurance. Traveling Wheelz shall provide the City of Aumsville, prior to entering the Premise, Certificates of Insurance with respect to the types of insurance limits enumerated above. Ten (10) days' notice must be given to the City of Aumsville by Traveling Wheelz insurance provider(s) of any cancellation of insurance and any cancellation of coverage may become the

sole justification of the immediate termination of this Agreement by the City of Aumsville.

X. TAXES AND FEES

A. Traveling Wheelz shall obtain all licenses as necessary to run the competition, any and all taxes, fees, and assessments, including, but not limited to, license fees, fees for permits, sales or use taxes, personal property taxes, or any other truces that maybe levied or assessed on the assets, business or capital of Traveling Wheelz with respect to any competition, on Traveling Wheelz income from the event or on the merchandise carried by Traveling Wheelz for the use in any competition and duly constituted local, city, county, state, federal, or other governmental authority, shall be borne and paid for Traveling Wheelz.

XI. MUTUAL INDEMNIFICATION

A. Traveling Wheelz will at all times indemnify and defend the City of Aumsville against, and hold harmless the City of Aumsville from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the City of Aumsville as a consequence of, or arising out of:

1. Any act, default, or omission on the part of Traveling Wheelz or any of its officers, employees, agents, or participants in the event.

B. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the City of Aumsville will at all times indemnify and defend Traveling Wheelz against, and hold Traveling Wheelz harmless from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Traveling Wheelz as a consequence of, or arising out of:

1. Any act, default, or omission on the part of the City of Aumsville, its officers, employees, or agents.

XII. NO PARTNERSHIP

A. It is understood and agreed that nothing contained in this Agreement shall be considered in any way as constituting a partnership between the City of Aumsville and Traveling Wheelz.

XIII. GOVERNING LAW; ENFORCEMENT

A. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Oregon. In the event that legal counsel is employed to enforce this Agreement or any provision hereof, the prevailing party shall be entitled to recover from the other party all of the prevailing party's costs and expenses relating thereto, including, without limitation, reasonable attorney's fees. The City of Aumsville operates under a federally chartered section 17 corporation and, as such, neither waives nor

relinquishes its right to sovereign immunity.

XIV. ENTIRE AGREEMENT

A. This Agreement, and all Appendices attached hereto, constitutes the entire agreement between the parties, and any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in this Agreement.

XV. MODIFICATION OF AGREEMENT

A. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if the evidence in writing is signed by each party or an authorized representative of each party.

In WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date set forth **below**.

The City of Aumsville
595 Main Street
Aumsville Oregon 97325

Traveling Wheelz
513 NW Heather PL
Sublimity Oregon 97385

Signed _____
Ron Harding, City Administrator

Signed 
Erin Wheeler-McKenzie, Owner

Date _____

Date 5-1-24

Please sign and return a copy and keep the other copy for your records.



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

STAFF REPORT

DATE: May 13, 2024
TO: Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: Ordinance 724: FTX/Viser Franchise Agreement with Updated Terms & Conditions

ATTACHMENTS

- Franchise Agreement (Ordinance 724)

BACKGROUND

In 2023 the city council updated the master communication franchise ordinance to align with changes required in law. The city also made some language clarification in the master communication Ord #460. During that time a number of city franchises has expired including the FTX franchise. Working with the city franchise counsel and the applicants the city is proposing a new agreement for a term of ten years. FTX has continued to operate within the city right of way during the negotiation process and will be required to pay the franchise fees and file reports during that period.

CURRENT SITUATION

The proposed FTX franchise includes the updated terms and conditions the City has included in other recent communications franchise agreements. The updated terms and conditions are similar to the expired FTX franchise but clarify the scope of the authority granted in the franchise, update the construction permit and restoration requirements, and address work in the rights-of-way by franchisee's contractors. The updated terms and conditions also include stronger indemnification requirements and better preserve the City's authority to approve franchise transfers. The proposed franchise would also impose a \$100 late fee for any late franchise fee payments, a condition negotiated into this franchise to address FTX's repeated late payments over the course of the prior franchise agreement.

RECOMMENDATION

Approve Ord 724 to renew the franchise agreement for FTX/Viser to operate a communication franchise within the city of Aumsville.

COUNCIL OPTIONS

1. Move to approve Ordinance 724 Granting a Franchise for Communications Purposes to FTX Networks, LLC by the City of Aumsville, as presented by staff
2. Move to approve 724 Granting a Franchise for Communications Purposes to FTX Networks, LLC by the City of Aumsville, as amended by ...
3. Remand back to staff to provide additional research or modification.

ORDINANCE NO. 724

AN ORDINANCE GRANTING A FRANCHISE FOR COMMUNICATIONS PURPOSES TO FTX NETWORKS, LLC BY THE CITY OF AUMSVILLE

WHEREAS, FTX Networks, LLC ("FTX") 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. 625, granted a ten-year non-exclusive franchise to FTX to conduct a general telecommunications business within the City; and FTX desires to continue the operation of its communications system within the City 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 FTX 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 FTX ("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. In addition to interest, Grantee shall pay a late payment fee of \$100 per quarter for each late payment. The failure to comply with these requirements shall be considered a material breach of this franchise contract. The interest and late payment fees provided in this Section are not in lieu of and do not preclude the City from assessing penalties for violations of this franchise pursuant to Section 13. 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. Prior to the effective date of this ordinance and, thereafter, upon any 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. 625 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 13th day of May 2024. PASSED its second reading on the 13th day of May 2024. ADOPTED by the Aumsville City Council on the 13th day of May 2024.

ATTEST:

Angelica Ceja, Mayor

Ron Harding, City Administrator

Date



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

STAFF REPORT

DATE: May 13, 2024
TO: Aumsville Mayor & City Council
FROM: Ron Harding, City Administrator
SUBJECT: Resolution 05-24 Adopting Limitation of Liability for Certain Public Trails and Structures

ATTACHMENTS

- Resolution 05-24 Adopting Limitation of Liability for Certain Claims Arising from the Use of Trails...

BACKGROUND

ORS 105.668 limits the liability of cities for personal injuries or property damage that arises out of the public's non-motorized use of trails and structures in public easements and unimproved rights of way. ORS 105.668 automatically applies to cities with populations of 500,000 or more. Cities with smaller populations must affirmatively adopt ORS 105.668's protections via either resolution or ordinance.

ORS 105.668 also applies to cities' officers, employees, and agents; owners of land abutting the public easement or unimproved right of way; and nonprofits and their volunteers who construct and maintain trails and structures in public easements and unimproved rights of way. Adopting ORS 105.668 could encourage landowners to grant easements for the public's use by reducing their risk of liability. It could also encourage nonprofits to assist the City with trail maintenance and construction by reducing their risk of liability.

ORS 105.668 would also expand the City's existing limitations of liability. The recreational immunity provided by ORS 105.682 and ORS 105.688 already apply to the City. However, recreational immunity only protects the City when an individual is injured while engaged in recreational activities. ORS 105.668 applies regardless of the individual's reason for using trails or structures in public easements or unimproved rights of way. Additionally, the Oregon Court of Appeal's recent decision in *Fields v. City of Newport*, 326 Or App 764 (2023), has reduced the reach of cities' recreational immunity, which could create more liability for the City. The Oregon legislature recently passed a bill that is intended to restore recreational immunity. However, adopting ORS 105.668's limitation of liability is still to the City's benefit.

ORS 105.668's limitation of liability is not absolute, however. It will not protect the City if an individual is injured due to gross negligence or reckless, wanton, or intentional misconduct.

SUMMARY

ORS 105.668 limits the liability of cities for personal injury and property damage that arises out of the public's non-motorized use of trails or structures in public easements and unimproved rights of way. Cities with populations of less than 500,000 must adopt the limitation of liability via ordinance or resolution.

RECOMMENDATION

Adopt Resolution 05-24 establishing a limit to liability under ORS 105.688.

COUNCIL OPTIONS

1. Move to adopt Resolution 05-24 Adopting the Limitation of Liability for Certain Claims Arising from the Use of Trails or Structures Within Public Easements and Unimproved Rights of Way Under ORS 105.668 as presented by staff
2. Move to approve Resolution 05-24 Adopting the Limitation of Liability for Certain Claims Arising from the Use of Trails or Structures Within Public Easements and Unimproved Rights of Way Under ORS 105.668 as amended by ...
3. Remand back to staff to provide additional research or modification.

RESOLUTION NO. 05-24

A RESOLUTION OF THE CITY OF AUMSVILLE ADOPTING THE LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER ORS 105.668

WHEREAS, ORS 105.668(2) limits the liability of cities, adjacent property owners, and certain non-profit groups for injuries or property damage that result from the public's non-motorized use of trails or structures that are in a public easement or an unimproved right of way; and

WHEREAS, ORS 105.668(3) authorizes cities with populations less than 500,000 to adopt such limitation of liability by resolution; and

WHEREAS, the City of Aumsville's population is less than 500,000; and

WHEREAS, the City has trails or structures within its public easements and unimproved rights of way that may be used by the public for non-motorized activities such as walking, hiking, or biking; and

WHEREAS, the City finds that the City's trails and structures are an important public amenity, that the public's use of such trails or structures is important for the health and enjoyment of the community, and that use should be encouraged; and

WHEREAS, the City finds that it is important to protect the City, adjacent property owners, and certain nonprofit groups who provide the public with access to and perform maintenance for such trails and structures so that the public may continue to access such trails and structures; and

WHEREAS, the City finds that adopting the limitation of liability in ORS 105.668(2) will provide the City, adjacent property owners, and nonprofit groups with such protection and will encourage the public's continued use of trails and structures in the City's public easements and unimproved rights of way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF AUMSVILLE AS FOLLOWS:

SECTION 1. Findings. The above findings are hereby adopted.

SECTION 2. Limitation of Liability. Pursuant to ORS 105.668(3), the City of Aumsville hereby adopts the limitation of liability provided by ORS 105.668(2).

SECTION 3. Severability. If any provision, section, phrase, or word of this Resolution or its application to any person or circumstance is held invalid, the invalidity does in affect other provision that can be given effect without the invalid provision or application.

SECTION 4. Effective Date. This Resolution shall be effective immediately following its approval and adoption by the City Council.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THIS 13TH DAY OF MAY, 2024.

ATTEST:

Angelica Ceja, Mayor

Ron Harding, City Administrator

Date



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www.aumsville.us

STAFF REPORT

DATE: May 13, 2024
TO: Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: Resolution 06-24 to Update Water and Sewer Rates

ATTACHMENTS

- Resolution 06-24 Establishing Water and Sewer Rates for the City of Aumsville
- Exhibit A: Water and Sewer Service Charges

BACKGROUND

On November 9, 2020, the City Council approved Ordinance No. 679 and Ordinance No. 680. The language in the ordinances requires the City Council to set new water and sewer rates each year by resolution. The City normally sets rates in June of each year to align with our fiscal year budget.

Upon deliberation of the five-year financial forecast, staff proposes a 3% increase in water rates, which will enable the City to keep pace with rising operating costs.

The sewer rate has additional factors for consideration. Rates could be increased by up to 8% to keep up with inflating operating costs and current capital reserve and debt service needs. However, the upcoming sewer treatment facility and sewer collection system improvement projects are nearing their commencement. Despite significant grants secured by the city, these improvements will still require outside funding, for which the City anticipates additional annual debt service payments of nearly \$340,000 per year. This will necessitate a much more pronounced rate increase, which should occur in fiscal year 2025-2026, to provide additional working capital and minimize the long-term impact debt service requirements will have on resident's utility bills.

The proposed resolution would take effect July 1st and reflects a 3% increase in water and 3% in sewer rates to keep up with rising operating costs while providing ratepayers an additional year to prepare for the markedly higher rate increase on the horizon.

City Staff recommend approval of the proposed rate increases, which align with our budget proposal.

RECOMMENDATION

Approve Resolution 06-24 setting water and sewer rates to meet requirements under the water and sewer Ordinances No. 679 and No. 680.

COUNCIL OPTIONS

1. Move to approve Resolution 06-24 Establishing Water and Sewer Rates for the City of Aumsville, as presented by staff
2. Move to approve Resolution 06-24 Establishing Water and Sewer Rates for the City of Aumsville, as amended by ...
3. Remand back to staff to provide additional research or modification.

RESOLUTION NO. 06-24

A RESOLUTION ESTABLISHING WATER AND SEWER RATES FOR THE CITY OF AUMSVILLE

WHEREAS, on the 9th day of November, 2020 the City Council of the City of Aumsville adopted Ordinances No. 679 and 680, which authorize the Council to set the monthly charges and required deposit for use of the water and sewer systems of the City of Aumsville annually by resolution; and

WHEREAS, a 3% increase in water and 3% in sewer rates is necessary to offset rising costs to deliver services; and

WHEREAS, Exhibit A establishes the aforementioned water and sewer rates effective July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Administrator is hereby authorized to execute the implementation of the water and sewer rates outlined in Exhibit A to be effective as of July 1, 2024.

CONSIDERED AND PASSED BY THE AUMSVILLE CITY COUNCIL ON THE 13TH DAY OF MAY, 2024.

ATTEST:

Angelica Ceja, Mayor

Ron Harding, City Administrator

Date

Exhibit A
Water and Sewer Service Charges

Water Service Charges

Residential				
	Gallons Included	Minimum Service Charge Inside City Limits	Outside City Limits	Consumption Charge Per 1000 Gallons over Base
Single User Domestic	7,000	\$49.81	\$99.62	\$4.69
Single User - Senior Rates	7,000	\$37.37	\$74.74	\$4.69

Commercial, Industrial, Public Agency & Non-Profit Rates

Single User Meters				
Meter Size	Gallons Included	Minimum Service Charge Inside City Limits	Outside City Limits	Consumption Charge Per 1000 Gallons over Base
3/4" or less	7,000	\$49.81	\$99.62	\$4.69
1"	11,690	\$83.19	\$166.38	\$4.69
1 1/2"	16,800	\$119.61	\$239.22	\$4.69
2"	37,310	\$265.65	\$531.30	\$4.69
3"	70,000	\$498.45	\$996.90	\$4.69
4"	116,620	\$830.43	\$1,660.86	\$4.69
6"	233,240	\$1,660.93	\$3,321.86	\$4.69
8"	373,170	\$2,657.40	\$5,314.80	\$4.69
10"	670,810	\$4,776.98	\$9,553.96	\$4.69

Commercial, Industrial, Public Agency & Non-Profit Rates

Multiple-User Meters						
<i>For base rate charges, use the higher of Minimum Service Charge or [Per User Rate x Total Users]</i>						
Meter Size	Gallons Included (Per User)	Minimum Service Charge Inside City Limits	Per User Inside City Limits	Minimum Service Charge Outside City Limits	Per User Outside City Limits	Consumption Charge Per 1000 Gallons over Base
3/4" or less	7,000	\$49.81	\$49.81	\$99.62	\$99.62	\$4.69
1"	7,000	\$83.19	\$49.81	\$166.38	\$99.62	\$4.69
1 1/2"	7,000	\$119.61	\$49.81	\$239.22	\$99.62	\$4.69
2"	7,000	\$265.65	\$49.81	\$531.30	\$99.62	\$4.69
3"	7,000	\$498.45	\$49.81	\$996.90	\$99.62	\$4.69
4"	7,000	\$830.43	\$49.81	\$1,660.86	\$99.62	\$4.69
6"	7,000	\$1,660.93	\$49.81	\$3,321.86	\$99.62	\$4.69
8"	7,000	\$2,657.40	\$49.81	\$5,314.80	\$99.62	\$4.69
10"	7,000	\$4,776.98	\$49.81	\$9,553.96	\$99.62	\$4.69

Sewer Service Charges

Residential				
	Gallons Included	Minimum Service Charge Inside City Limits	Outside City Limits	Consumption Charge Per 1000 Gallons over Base
Single User Domestic	99999999	\$58.69	\$117.38	\$0.00
Single User - Senior Rates	99999999	\$46.92	\$93.84	\$0.00
Multiple Dwellings - Per Unit	99999999	\$58.69	\$117.38	\$0.00

Commercial, Industrial, Public Agency & Non-Profit Rates				
	Gallons Included	Minimum Service Charge Inside City Limits	Outside City Limits	Consumption Charge Per 1000 Gallons over Base
Apartments Combined w/Business - Per Unit	99999999	\$58.69	\$117.38	\$0.00
Business	99999999	\$66.50	\$133.00	\$0.00
Small Church	99999999	\$58.69	\$117.38	\$0.00
Large Church (1.5")	7000	\$66.50	\$133.00	\$0.56
School	7000	\$66.50	\$133.00	\$0.56
Lg. Commercial/Industrial	7000	\$66.50	\$133.00	\$0.56

Deposit Required to Begin Water and Sewer Services

Single User - Domestic	\$0 with service agreement
Single User - Senior Rates	\$0 with service agreement
Rental Property - Owner	\$0 with service agreement



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STAFF REPORT

DATE: May 13, 2024
TO: Aumsville City Council
FROM: Ron Harding, City Administrator
SUBJECT: Aumsville Historical Society Museum Lease Agreement

ATTACHMENTS

- Aumsville Museum Lease Agreement

BACKGROUND

The city owns a historical building located at 599 Main Street in front of City Hall, known as the Aumsville Museum. The Aumsville Historical Society (AHS) is a non-profit group which has been cataloging, preserving, and acquiring historical artifacts from Aumsville history for many years. In 2014 the city signed a 10-year lease agreement for the museum to be housed in the previously mentioned historical building. In consideration for \$1.00 per month, or \$12.00 per year, AHS operates the museum in this location for the community. AHS also opens the museum during summer months, and schedules tours by appointment to groups, schools, and individuals.

Aumsville Historical Society is responsible for minor repairs, displays, and furnishing within the building, and the City is responsible for any major repairs related to the building.

RECOMMENDATION

Approve renewal of the Aumsville Historical Society Museum lease agreement.

COUNCIL OPTIONS

1. Move to approve the Aumsville Museum Lease Agreement with the Aumsville Historical Society, as presented by staff
2. Move to approve the Aumsville Museum Lease Agreement with the Aumsville Historical Society, as amended by ...
3. Remand back to staff to provide additional research or modification.

AUMSVILLE MUSEUM LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 13th of May, 2024 between the CITY OF AUMSVILLE, Landlord, and AUMSVILLE HISTORICAL SOCIETY, Tenants.

WITNESSETH

THAT IN CONSIDERATION of the payment of rent in the amount of One Dollar (\$1.00) per month and the Tenant's covenants herein contained, the Landlord will rent to the Tenants the following described premises:

The Old City Hall building, located at 599 Main Street, Aumsville, Oregon.

1. Other than with prior written consent of Landlord, the premises shall be used as a museum by the Tenants. Tenants shall not sublet the premises or assign this Agreement without the Landlord's written consent. Tenants agree landlord may review and adjust base rent when consenting to subletting or assigning of this Agreement. Landlord may withhold consent for any reason.
2. Tenants shall pay rent for the above described premises in the amount of \$12 Dollars annually, due on or before August 1st each year. It is agreed that the rent has been adjusted to reflect the property tax savings while there is non-profit organization or city tax exemption on this property. If the tax exemption is not retained, all property taxes shall be additional rent to be paid to Landlord . Property taxes shall be paid within 60 days of receipt of property tax statement invoice from Landlord.
3. Tenants further agree to carry general liability insurance on the premises with an aggregate limit of at least \$1,000,000 to \$2,000,000, meeting the statutory requirements. Tenants further agree to name the City of Aumsville as an additional named insured on the policy. Tenants shall provide the Landlord with a certificate of insurance prior to occupancy.

Tenant shall protect, indemnify, defend and hold Landlord harmless from any claim, loss, liability, or damage to persons or property and all costs and fees in the defense arising out of or related to any activity on the premises of Tenant and any person who comes on the premises at the invitation or with the acquiescence of Tenant. Tenant's duty to indemnify shall not apply to nor prevent any claim by Tenant against Landlord for injury or damage to Tenant or Tenant's property for which Landlord may be liable. Insurance costs that Tenant is required to pay by this lease, or third parties, shall be additional rent.

4. Tenants are responsible for all utilities including heat, electricity, telephone, and garbage franchise service. The City is responsible for water, sewer, and Wave Broadband internet services.

Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on or for services rendered' to or material furnished to the premises and shall keep the premises free from any liens caused by Tenant's failure to meet Tenant's obligations.

5. Representatives for Tenant and Landlord have agreed that there is no personal property

of Landlord i.e., bookshelves, tables, desks, etc.; except that is built in. Tenants agree to maintain the premises in a clean and sanitary condition at all times and upon the termination of the tenancy, shall surrender the premises and all personal property as listed in Exhibit A to Landlord in as good condition as when received, ordinary wear and tear excepted.

6. Tenants shall be responsible for:
 - a. Any minor repairs (including painting) and maintenance of interior walls, ceilings, doors and windows and related hardware, light fixtures, switches, and plumbing fixtures.
 - b. Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in paragraph 3 of this Agreement;
 - c. Ordinary maintenance of the heating, air conditioning, and air purification systems and any repairs necessary because of improper maintenance;
 - d. Any repairs or alterations required under Tenant's obligation to comply with laws and regulations;
 - e. All other repairs to the premises which Landlord is not required to make in paragraph 7.a of this Agreement.
7. Landlord shall be responsible for:
 - a. Repairs and maintenance of the roof and gutters, exterior walls, bearing walls, structural members, and foundation;
 - b. Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord.
 - c. Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased property;
 - d. Repair of interior electrical panels, wiring, plumbing, and the heating and air conditioner systems other than ordinary repairs and maintenance as specified in paragraph 6 of this Agreement.
8. Tenants shall make no improvements or alterations to the premises of any kind without first obtaining Landlord's written consent. Improvements may include such items as handicapped ramps, room dividers, bathroom fixtures, new electrical or plumbing fixtures, etc. All improvements or alterations performed on the premises by either Landlord or Tenant shall be the property of Landlord when installed unless agreed otherwise in writing at the time of the installation of the improvement or alteration.
9. Tenants shall maintain proper non-profit financial records. Tenant's financial records may be inspected by Landlord at any reasonable time.
10. Tenants shall maintain a record of hours of operation, attendance, volunteer hours

worked, and minutes of all board of directors meetings. Tenants shall present a written and oral annual report on the museum's prior year operations and costs to the Aumsville City Council in February of each year of this lease.

11. Tenants shall perform routine maintenance of all landscaping on the premises. Landlord reserves the right to perform additional landscaping maintenance on site as it deems necessary.
12. Tenants agree to permit Landlord to place displays, notices, and other items for public information within the premises. Tenant also agrees to assist with the City of Aumsville's Corn Festival.
13. Tenant and Landlord agree to reconsider the rental amount in February following a General Election, when a new city council is elected.
14. The term of the lease shall be for ten years retroactive to the last lease expiration of August 1, 2014 and terminating July 31, 2024.

This Agreement may be terminated by either party by giving the other party 30 days written notice. The tenancy will then terminate on the date designated, at which time Tenants shall quit and surrender the premises.

15. Tenants will permit Landlord and Landlord's agents to enter the premises at all reasonable times for the purpose of cleaning, repairing, altering, or improving the premises. Tenant requests advance notice, whenever practical, to allow a member to be present. Landlord may temporarily close entrances for these purposes at times other than normal operating hours, if possible, or allow for alternate access during operating hours.
16. The remedies of Landlord and Tenant for breach of this lease shall be as set forth in ORS 105.105 and ORS 105.155 and shall specifically include the remedies set forth as follows:

ON 24 HOURS' NOTICE: Landlord may, after 24-hours' written notice specifying the cause, immediately terminate the rental agreement and take possession if (1) Tenant or someone in Tenant's control seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon Landlord or other tenants; (2) Tenant or someone in Tenant's control intentionally inflicts any substantial damage to the premises; or (3) Tenant or someone in Tenant's control commits any act which is outrageous in the extreme.

In the event of termination of this Agreement pursuant to the provisions of this paragraph, Landlord may take possession in the manner provided in ORS 105.105 through 105.555 or in any other manner, including voluntary surrender by Tenant.

17. Renewal Option. This lease may be renewed for successive five- to ten-year terms upon the mutual agreement of both Landlord and Tenant.
 - a. Each of the renewal terms shall commence on the day following

expiration of the preceding term.

- b. The option may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. Landlord and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.
 - c. The terms and conditions of the lease for each renewal term shall be identical with the original term except that Tenant will no longer have any option to renew this lease that has been exercised. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant within the 90 days prior to the start of the new term.
18. In the event of suit or action to enforce the rights of the Landlord or the Tenants hereunder, the court may allow reasonable attorney fees to the prevailing party of said suit or appeal thereon.
 19. It is understood that no modification of this Agreement shall be valid unless that modification appears in writing and has been signed by the Tenant's and by Landlord's representatives who have been authorized to do so at a regularly scheduled meeting of the Aumsville City Council.
 20. Tenant shall refrain from storing on or discharging from or onto the premises any hazardous wastes or toxic substances as defined in 42 USC 9601-9657.
 21. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
 22. Subject to the above-stated limitations on transfer of Tenant's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns. The right of first refusal set forth herein is personal to Tenant and Tenant shall not assign or otherwise transfer its right hereunder.
 23. This Agreement is the entire, final, and complete agreement of the parties pertaining to the Agreement and right of first refusal and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives relating to the property.

This Agreement has been approved by a majority vote of the Aumsville Historical Society at a meeting of its Board of Directors on the 13th day of May, 2024.

LANDLORD: CITY OF AUMSVILLE

TENANT: AUMSVILLE HISTORICAL SOCIETY
By and through its authorized officers:

Angelica Ceja, Mayor

Ted Shepard, President

Date

Date


Ron Harding, City Administrator

Russ Snow, Vice President

Date

Date

MEMORANDUM

DATE: Monday 04/22/2024
TO: Honorable Mayor Ceja-Ochoa and City Councilors Seney, Cox, Lee, Wallace, and Wick
CC: City Administrator Harding and Assistant City Administrator Pizzuto
FROM: City Councilor Nico Casarez 
RE: Announcement of Retirement from Council Position

Distinguished Colleagues and City Staff,

Following consultation with my partner Meghan and my family, I have come to the conclusion that now is the ideal time to announce my retirement from the Aumsville City Council, effective Wednesday, May 1st, 2024 at 12:01 AM. I will continue to be involved with city meetings and events / functions up until this time. Having served our community in some sort of capacity since 2007 between the budget committee and city council (with the experience as Parks Commissioner, a tornado in 2010, transition to a new city administrator in 2015, a close run for Mayor in 2016, participation in our successful recall in 2018, COVID, and threat of wildfires in 2020 peppered in) I feel the time is right for new leadership within our local government. For purposes of transparency, I want to make clear that I was not pushed / forced out or asked to retire, I've simply come to this conclusion after careful conversations with my family. Though our challenges as a community aren't unique, it requires the full attention as well involvement from our citizens, especially from a fresh perspective.

While I will be retiring from my city council position, for the time being I plan on continuing to volunteer my time with the Corn Festival Princess Program and with both the District Link Support Team as well as Citizens Budget Committee within the Aumsville Rural Fire Protection District. A more detailed statement addressed directly to our citizens from me will be released soon. Plans for an official retirement party will be forthcoming and EVERYONE of you will of course be invited to help me celebrate 16 years of serving our wonderful community. Though I can't exactly say what the future holds for me specifically, I plan on utilizing my experience to continue to advocate in the public policy arena for Oregon and her citizens, especially issues concerning public safety, mental health, infrastructure, and greater options for housing.

Sincere appreciation and MANY THANKS to our council (past as well as current), staff (past as well as current), and to all our citizens over the years for who have ALWAYS enthusiastically supported me even where policy disagreements existed. This has been the experience of a life time and I will never forget the amazing relationship we have forged together during my time in office. It has truly been a blessing.

With the highest regards,



Nico Casarez, Aumsville City Councilor



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May 13, 2024

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

Budget process: Staff have been working to close out expenditures and prepare for our 2024-2025 fiscal budget process. The budget meeting will be the day following our council meeting, but we will offer a pre-budget meeting on May 7 at 6.00 pm for community members to ask questions in an informal environment. It's also basic budget training where we explain government funds and how those restricted funds work within city operations.

Supreme Court cases: There have been two Supreme Court cases that could impact cities, one of which was related to excessive impact fees. This was a California case, *Sheetz vs El Dorado County*. The long and short of it was the county impact fees operated on a subjective application process, and the decision stated not that impact fees were not allowed but that there should be a nexus between an impact fee and the development impact. Oregon law currently requires the same standard, and it has been for years. I have started a project to examine our impact fee formulas, methodology, and Capital improvement plans to make sure we are on solid ground. We will have changes because some of those projects have been or are being completed. Stay tuned for this information.

Grants pass vs Johnson. This is the case related to homeless encampments in cities in Oregon. There is another case called "*Boise*." I actually listened to these arguments because the impact is very significant to residents.

Removing the humanitarian aspects of these decisions. There are inconsistencies in how the Oregon decisions were made over the rights of the local governments and residents to apply their rights to their property in Oregon.

The arguments seemed inconsistent on both sides, but I am not an attorney. I felt the court was split on the requirement to accommodate encampments simply because homeless populations had no place to go. It seemed like the time, place, and manner model was supported. This is the Boise model we have been using. I also felt the courts

understood that one-size-fits-all decisions could create hardships in small communities. No decision has occurred at this point, and I will keep you updated, but it's certainly relevant to the cities in Oregon.

Public works shop: The building project is just finishing up. We are working to complete several checklist items, but because May 20th-24th is public works appreciation month, we thought hosting the building's grand opening that week would be appropriate. We have set it for 1.30 pm on May 22. We will have refreshments and cookies available, provide tours, and discuss the buildings, the city's needs, and how this will be an improvement for our city. If you cannot make it and would like a personal tour, let me know, and we can arrange it for you at any time.

Reservoir project: The contractors have the approved permits for the projects back from Marion County, and we ran into an issue with the artwork warranty. This took a little time to sort out. Things should begin moving forward again now.

Cancellation: The May 27th meeting falls on an observed holiday, Memorial Day. We recommend canceling this meeting.

Merriweather Circus: As the council knows, we are hosting the circus on May 24 this year. There will be two shows on that day, one at 5.00 pm and one at 7.30 pm. This is our first year, and we got a late start because the circus lost its previous location at the last minute. The circus is on a two-year schedule, so if we decided to have them back again, it would be in two years. Staff reached out to sponsors and were able to get some local business sponsors for around 200 children's tickets, so we are offering free children's tickets while supplies last.

Superhero Carnival: We have only had a few discussions about superhero carnival, but it is largely on autopilot, like the easter egg hunt. We have many games that staff built, and we approach local clubs and businesses to help staff with the games. Businesses can advertise for free, and their only cost is the giveaways and the time to staff their booth. The city volunteers and staff make up the remainder of the booths to make sure we have variety. The council has staffed one or two of the booths each year, and as you know, it's very fun. I try to get superhero characters when I can. Sometimes, they are volunteers, and sometimes, I hire from a talent agency. I believe this is a valued event that the families and kids enjoy. Many families, including parents, will dress up as superheroes. We are starting to accept booth vendors for the games now.

For the corn festival, we ordered Corn from our normal vendor. The feedback on this particular vendor has been very good. The event is all about the Corn, so we plan to maintain the current pricing even though the profit may be down a bit.

AGENDA ITEM 7

Della is largely handling the parade lineup and registration. She also coordinates with the rest of the council for judging. If you plan to help judge entries, be at the Church by 9.30 am.

Deanna is leading the Corn Festival princess program this year. She is opening entries for next year two weeks before the Corn Festival, so this is considered a startup year again. It really takes one dedicated person to keep the princess program going, so we are happy Deanna was able to take it over this year.

Deanna also organizes the Corn Festival Rock contest. She began this as a community member, and it was not part of the official corn festival program, but the city has helped purchase medallions for the winners and brand them with the city and corn festival. Deanna has said she would like this to be part of the official event, so moving forward, we will assist more where needed.

Brandon from Public Works and his wife volunteer to charge games at the park. They have done this for many years.

Staff created a vendor layout last year and will use this as a standard template moving forward. Food vendors must set up on Friday this year to avoid the long vendor lines. Park setup and activities will be managed by city admin staff so that we will be in the park early in the morning.

Public works and police will be in the parade, setting up the barricades and morning traffic control during the parade, and then they will make their way down to the park. We have radios to connect staff in the park, other city areas, and at the parade location.

Office staff coordinate with volunteers. They either register from one of the non-profit groups that participate or register online. Sometimes, folks will show up at the event, and that's fine as well. Please sign up if you want to be assigned a task or duty. You're always welcome to show up.

Corn bagging occurs on Friday at 9.00 am at Maudes. We usually have a good turnout for this, but the more we have, the easier the work will be.

We will try something different this year: lowering the number of volunteers needed and addressing the variety of requests we get at the corn counter. We purchased a butter warmer with large bottles and will put the butter station on the seasoning table. This will save the mess and additional steps of buttering Corn and allow customers to add the amount of butter they like.

Our vendor spots are pretty much sold out. This is the earliest we have done that. We may try to accommodate a few requests for space if the services are added to the event, but otherwise, this phase is pretty much filled.

The bands were selected for Friday night, and they are very good, in my opinion. It should turn out to be a great event.

We are on pace to raise as much or more sponsorship money this year than last year, so it should, by all accounts, be a very good event.

School career day: Our city participated in the Cascade High School career day last week. This was our second year participating, and the Police department booth is always a big hit with the students. Apparently, the drunk goggles are similar to virtual video games.

FCS: This is nearly complete with the Rate study for the Sewer treatment facility. I expect we will have a presentation from them in June or July.

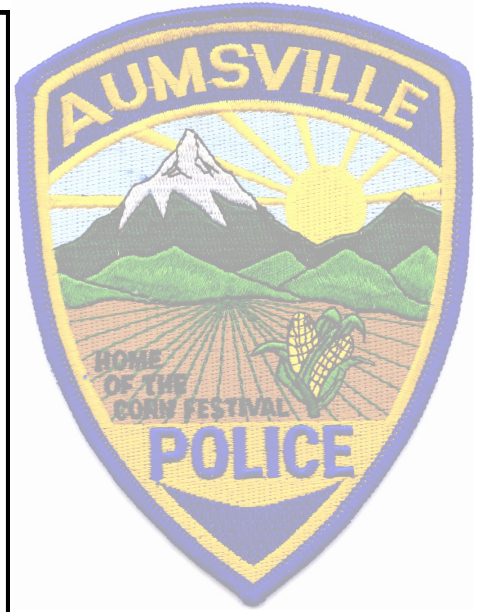
Councilmember Casarez: I am sure, like me, each of you was a little taken back by Councilmember Casarez announcing he was stepping down from the council. This is set for discussion on this agenda, but the city is ordering a nice desk plaque to thank Nico for his years of service. I think it would be great to invite him back to a council meeting and present it to him along with a cake. I know his family has planned a celebration in the park and it could also be presented there. The council can let me know their preference.

DEPARTMENT MESSAGE:

Solicitors are coming into town more frequently as the weather is getting better. Solicitors must have a permit issued by the City of Aumsville to solicit door-to-door. These permits will be made out to the individual, not the business that they work for. Each solicitor should have a lanyard with their picture on it, on their person, to go door to door in the city. If you do not want a visit from a solicitor, mark your entryway somehow with a “No Soliciting” sign. If you have a problem with a solicitor in your area, please contact the police department so that we can make contact.

Our call volume for dogs at large and barking dog complaints are rising. We do what we can do reunite dogs to their families before having to take them in to Marion County Dog Control. If you have dogs, please do what you can to keep an eye on them so that they are not off of your property and running at large. If they are barkers, please bring them inside so they do not disturb your neighbors. Thank you for any assistance we can get with this.

Chief Damian Flowers



Traffic Violation	City	County
Speeding	5	0
Driving While Suspended	6	0
Driving Uninsured	15	0
No Operators License	3	0
Careless Driving	1	0
Fail to Register Vehicle.	10	0
Fail to Renew Veh Registration	8	0
Fail to Yield to Emergency Veh.	2	0
Fail to Install IID	1	0
Total	51	0

Crime	#	Ar- reste d
Burglary	1	0
Fraud	1	0
Sex Offense	1	0
Harassment	3	3
Restraining Order Viol.	1	1
Theft	2	1
Criminal Mischief	1	1
Warrant	2	2
Elude	1	1
Reckless Driving	1	1
Reckless Endangering	1	1
Total	15	11

Calls for Service	#
Assist Other-Turner PD	3
Assist Other-Fire	6
Assist Other-DHS	6
Assist Other-MCSO	5
Assist Other-Stayton PD	3
Assist Other-Other	0
Citizen Contact	22
Area Check	5
Welfare Check	4
Suicide / Attempt / Threat	0/0/1
Open Door	2
Traffic Complaint	5
Civil Dispute	9
False Alarm	4
911 Hang Up	1
Noise Complaint	7
Traffic Stops	97
Traffic Assist	3
Hit and Run	2
Suspicious Person/Vehicle/ Circumstance	15
Animal Complaint	16
Ordinance Violation	15
Emotionally Disturbed Persons	2
Juvenile Problem	4
Property: Found/Lost/Seized	2
Minor in Possession- Alcohol/ Marijuana	2
Total	241



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

May 7, 2024

Water: The wells pumped as follows:

Boone #1	Boone #2	Tower	Reservoir	Church	Total
1,553,500	54,000	2,266,000	0	5,690,000	9,563,500

Boone Well #2 pump, motor, and piping have been replaced and are still offline until we test the water for bacteria, and it comes back as NEGATIVE.

Sewer: Discharge to Beaver Creek is off for the summer. Lagoon levels were down where we wanted them to be and now we just hope heavy rains don't fill them back up.

Streets: Our 3rd St project is in design and we are waiting on that for now.

We are checking into repairing the road surfacing on Del Mar between the railroad tracks and 1st St.

Parks: Installed some new cameras at Wildwood Park. There have been some minor issues going on there and we hope to find out what is happening. We received some complaints about the baby swing seats and have replaced a couple of them with a full "bucket" type seat. We also had complaints about these in the past, but now have higher attachment points.

Drinking fountains in the parks is a little more work to get up and working this year. Parts are getting brittle and new fittings are really poor quality.

We just received a new piece of equipment to grade our roads around the wwtp and what we're most looking forward to, is leveling the uneven ground in our parks.

We are working on a donation bench/tree project for the Skate Park. Weather has been the big set back for getting this done.

General: The new shop project is nearing the end. Landscaping, asphalt, and drywall/paint, are done. Cabinet work, furniture, floor work, and IT work still need to be done. There is still a lot of tedious work that needs to be completed. Our staff are putting together shelving and lockers.