



# PUBLIC MEETING NOTICE

## Aumsville City Council Meeting

In the Community Center and via Zoom Video Conference

**Monday, February 26, 2024**

### AGENDA

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**1) Call to Order – 7:00 PM**

- a) Approve Agenda

**2) Presentations, Proclamations, and Visitors**

- a) **Public Comment.** Public Comment will be accepted from online attendees at this time. Comments are limited to 5 minutes for comments on items other than Public Hearings listed below. There is a public comment period within each hearing. You may also submit comments by emailing City Administrator Ron Harding at [rharding@aumsville.us](mailto:rharding@aumsville.us) by noon on February 26, 2024.
- b) **Visitors.** For information about how to attend the meeting online, please call City Hall at 503.749.2030 or email [kpizzuto@aumsville.us](mailto:kpizzuto@aumsville.us) to request login instructions. Information will also be posted on our website [Aumsville.us](http://Aumsville.us)

**3) Consent Agenda (Action)**

- a) Minutes from the February 12, 2024 Regular Meeting
- b) Accounts Payable and Payroll Register

**4) Public Hearings (None)**

**5) Old Business (None)**

**6) New Business**

- a) Budget Committee Appointments (Action)
- b) Westech Engineering Services Proposal for SCA Grant (Action)
- c) Fencing at Porter-Boone Park (Action)
- d) TMDL Report & Funding Information
- e) Culpepper & Merriweather Circus Service Agreement (Action)

**7) City Administrator 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**



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

## AUMSVILLE CITY COUNCIL

### February 12, 2024 Meeting Minutes

Mayor Angelica Ceja called the meeting to order at 7:03 PM. Present were Mayor Angelica Ceja, Councilors Della Seney, Doug Cox, Katie Wallace, Scott Lee, and Walter Wick. Council present via Zoom: Nico Casarez. Staff present: City Administer (CA) Ron Harding, Chief of Police Damian Flowers, Assistant City Administrator (ACA) Kirsti Pizzuto, Assistant Public Works Director (APWD) Matt Etzel, Finance Officer Joshua Hoyer, Community Outreach Coordinator Hayley Brewster, Administrative Assistant Celia Lemhouse, Police Officer Philip Wright, Reserve and Reserve Officer David Hagen. The meeting was video recorded to be released later.

#### **AGENDA APPROVAL:**

Councilor Seney moved to approve the agenda as amended, adding items 3C and 3D as presented by staff. Councilor Lee seconded. Council present voted unanimously to approve the amended agenda. Amended agenda approved.

#### **PRESENTATIONS:**

**A) Marion County Youth Tobacco and Substance Use:** Marion County Tobacco Education and Prevention Program Coordinator Conor Foley and Marion County Substance Abuse Coordinator Diana Dickey presented on the recent trends in youth substance abuse. They presented data collected via surveys from schools within Marion County.

**B) Aumsville Historical Society:** Aumsville Historical Society President Ted Shepard presented a yearly report on the Museum and the Aumsville Historic Society.

**C) Employee Awards Presentation:** Chief of Police Damian Flowers presented the Officer of the Year award to Officer Phillip Wright and the Reserve Officer of the Year to Officer David Hagen.

CA Harding presented Employee of the Year to APWD Matthew Etzel. CA Harding then presented 10-Year Longevity Awards to APWD Matthew Etzel, Finance Officer Joshua Hoyer, and a Five-Year Longevity Award to Public Utility Worker III Matthew Winans.

Mayor Ceja thanked all staff for their dedication and hard work.

**VISITORS:** Conor Foley, Phoebe Barker, Diana Dickey, and Ted Shepard.

**PUBLIC COMMENT:** None.

#### **CONSENT AGENDA:**

Councilor Seney moved to approve the consent agenda as presented. Councilor Lee seconded the motion. Council present voted unanimously to approve the consent agenda. Motion passed.

**PUBLIC HEARING:**

**A) Resolution 01-24, Adopting a Supplemental Budget for Fiscal Year 2023-3034 and Making Supplemental Appropriations for the Street Fund and Public Works**

**Equipment Fund:** Mayor Ceja opened the public hearing at 7:33 on 01-24 Adopting a Supplemental Budget for Fiscal Year 2023-2024 and Making Supplemental Appropriations for the Street Fund and Public Work Equipment Fund.

CA Harding explained that the City approved a couple of projects that were budgeted before the bids were received and the bids were higher than the approved budget. For the Public Works Building, Fund 16, the bid came back higher than the budget and the City got a fill-in loan. Now, the budget needs to be amended to reconcile the difference between the amount originally budgeted for and the amount of the loan.

CA Harding then discussed the Street Fund budget, Fund 14, also needed to be amended as the City has received a \$250,000 grant and the engineers have estimated the cost of street improvements to be about \$400,000. The street improvements have not been sent out for bid yet.

There were no public comments.

Mayor Ceja closed the public hearing at 7:36pm.

Councilor Seney moved to approve Resolution 01-24, to modify Budget Appropriations as presented by staff. Councilor Wick seconded the motion. Council present voted unanimously to pass the motion. Motion passed.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**CITY ADMINISTRATOR REPORT:**

CA Harding discussed the City's audit report and stated the report looked good and the City is doing well financially.

CA Harding presented the State of the City presentation to Council. CA Harding showed slides with the Council's goals and highlighted repairs; improvements; grants; and new projects including drilling for a new well, new public works building, and street improvements the City has made to accomplish them.

CA Harding explained the current projects the City is working on: the new public works building, Eastside Park, water storage tank and pump station, and the new wastewater system.

In closing, CA Harding discussed the progress and hard work City staff does as they implement Council's goals to improve the City.

CA Harding detailed the City has two bills in the Oregon legislature asking for aid in funding the sewer project and portable water project. CA Harding highlighted that staff is tracking bills that will affect Aumsville and how the City is still implementing legislative changes from the last two sessions.

Mayor Ceja commented, referencing the slide on grants received since 2018, how much work applying and working on grants is and that it's a community effort. Mayor Ceja stated it shows how far Aumsville has come and she is very proud of staff.

**MAYOR/COUNCIL REPORTS AND INITIATIVES:**

Councilor Seney stated there is a SKATS meeting on February 27 where she will be giving a presentation. Mayor Ceja will also be attending in support of Councilor Seney.

Mayor Ceja commented the Mid-Willamette Valley Council of Governments (MWVCOG) dinner is February 28<sup>th</sup> and the Spring Conference is coming up. Mayor Ceja explained she has been to the school a couple of times and has been invited to present on what a city council does to 4<sup>th</sup> graders. Mayor Ceja also mentioned she will be participating in a radio interview with Stayton, Sublimity, and Turner mayors on the "If I Were Mayor" contest.

Councilor Wallace asked what the South Marion County Community Meetings were and if Council members should attend them. Mayor Ceja encouraged Councilors to attend any meetings they thought would be beneficial or relevant to the community.

Councilor Seney explained that the South Marion County Community Meetings are where Councilors can go meet with the commissioners to talk about community needs, wants, and what they appreciate from the commissioners. Both Mayor Ceja and Councilor Seney have attended meetings in the past.

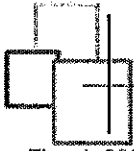
**GOOD OF THE ORDER:**

Councilor Seney stated last week at the food pantry they had 62 families representing over 174 individuals.

**CORRESPONDENCE:** None.

Mayor Ceja adjourned the meeting without prejudice at 8:27 PM.

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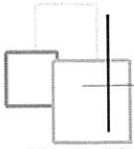
# Accounts Payable Register

City of Aumsville

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

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
Check			
56660	CIS TRUST	2/15/2024	\$1,762.10
EFT Payment 1/30/2024 10:23:25 AM - 2	CIS TRUST	1/30/2024	Void
	<b>Total Check</b>		<b>\$1,762.10</b>
	<b>Total 9001000967</b>		<b>\$1,762.10</b>
	<b>Grand Total</b>		<b>\$1,762.10</b>

*Angela J. Oger*  
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*Paul H. Hoyer*  
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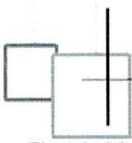
# Payroll Register

City of Aumsville

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

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>Direct Deposit Run - 2/13/2024</u>	Payroll Vendor	2/15/2024	\$41,949.32
<u>EFT 04131513</u>	EFTPS	2/15/2024	\$14,968.04
<u>EFT 2272024</u>	PERS	2/15/2024	\$15,698.31
<u>EFT 30370213</u>	Oregon Department of Revenue	2/15/2024	\$4,100.80
<u>EFT HSA2152024</u>	HSA Bank	2/15/2024	\$1,581.41
<u>EFT OSGP2152024</u>	VOYA - STATE OF OREGON - LG#:2234	2/15/2024	\$585.00
<u>EFT V2152024</u>	Valic	2/15/2024	\$25.00
	<b>Total Check</b>		<b>\$78,907.88</b>
	<b>Total 9001000967</b>		<b>\$78,907.88</b>
	<b>Grand Total</b>		<b>\$78,907.88</b>

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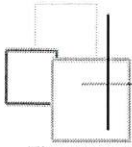
# Accounts Payable Register

City of Aumsville

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

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>56640</u>	AIRGAS USA, LLC	2/12/2024	\$1,289.08
<u>56641</u>	AUMSVILLE ACE HARDWARE	2/12/2024	\$18.34
<u>56642</u>	BMS TECHNOLOGIES	2/12/2024	\$698.85
<u>56643</u>	CASCADE COLUMBIA DISTRIBUTION COMPANY	2/12/2024	\$672.00
<u>56644</u>	CITY OF AUMSVILLE TRUST	2/12/2024	\$50.00
<u>56645</u>	CITY OF SALEM	2/12/2024	\$1,895.50
<u>56646</u>	FERGUSON WATERWORKS #3011	2/12/2024	\$788.40
<u>56647</u>	MARION COUNTY CLERK	2/12/2024	\$111.00
<u>56648</u>	MODERN MARKETING INC	2/12/2024	\$81.91
<u>56649</u>	NCL OF WISCONSIN, INC	2/12/2024	\$193.10
<u>56650</u>	OREGON DEQ	2/12/2024	\$2,748.00
<u>56651</u>	PACIFIC TYPEWRITER COMPANY	2/12/2024	\$245.78
<u>56652</u>	PETROCARD, INC.	2/12/2024	\$353.67
<u>56653</u>	R. A. GRAY CONSTRUCTION, LLC	2/12/2024	\$235,938.67
<u>56654</u>	STAN BUTTERFIELD P.C.	2/12/2024	\$750.00
<u>56655</u>	STEVE WHEELER TIRE CENTER	2/12/2024	\$649.94
<u>56656</u>	TECH HEADS	2/12/2024	\$379.03
<u>56657</u>	THE AUTOMATION GROUP	2/12/2024	\$21,501.00
<u>56658</u>	WALTER E NELSON	2/12/2024	\$655.64
<u>56659</u>	WESTECH ENGINEERING INC	2/12/2024	\$14,071.75
<u>EFT Payment 2/12/2024 8:39:48 AM - 1</u>	HOME DEPOT CREDIT SERVICES	2/12/2024	\$134.86
<u>EFT Payment 2/12/2024 8:39:48 AM - 2</u>	REPUBLIC SERVICES #456	2/12/2024	\$60.00
	<b>Total</b>	<b>Check</b>	<b>\$283,286.52</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$283,286.52</b>
	<b>Grand Total</b>		<b>\$283,286.52</b>

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# Accounts Payable Register

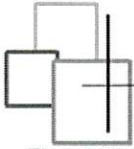
City of Aumsville

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

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>55864</u>	THAYNE CROWTHER	11/29/2022	Void
<u>56629</u>	THAYNE CROWTHER	2/5/2024	\$180.00
	<b>Total</b>	<b>Check</b>	<b>\$180.00</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$180.00</b>
	<b>Grand Total</b>		<b>\$180.00</b>

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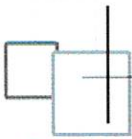
# Accounts Payable Register

City of Aumsville

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

Number	Name	Print Date	Amount
<b>Riverview Community Bank</b>	<b>9001000967</b>		
<b>Check</b>			
<u>56630</u>	AUMSVILLE ACE HARDWARE	2/5/2024	\$56.77
<u>56631</u>	BARKER SURVEYING CO	2/5/2024	\$1,885.00
<u>56632</u>	BMS TECHNOLOGIES	2/5/2024	\$2,003.71
<u>56633</u>	MOONLIGHT MAINTENANCE	2/5/2024	\$601.00
<u>56634</u>	NATIONAL TESTING NETWORK, INC.	2/5/2024	\$500.00
<u>56635</u>	PACIFIC OFFICE AUTOMATION	2/5/2024	\$70.60
<u>56636</u>	PETROCARD, INC.	2/5/2024	\$347.89
<u>56637</u>	TMG SERVICES INC	2/5/2024	\$1,764.60
<u>56638</u>	VALLEY FIRE CONTROL INC.	2/5/2024	\$804.00
<u>EFT Payment 2/5/2024 1:42:18 PM - 1</u>	INVOICE CLOUD	2/5/2024	\$219.80
<u>EFT Payment 2/5/2024 1:42:18 PM - 2</u>	PACIFIC OFFICE AUTOMATION	2/5/2024	\$86.70
<u>EFT Payment 2/5/2024 1:42:18 PM - 3</u>	PACIFIC POWER	2/5/2024	\$13,273.49
<u>EFT Payment 2/5/2024 1:42:18 PM - 4</u>	RIVERVIEW COMMUNITY BANK	2/5/2024	\$4,542.99
<u>EFT Payment 2/5/2024 1:42:18 PM - 5</u>	VERIZON WIRELESS	2/5/2024	\$38.79
<u>EFT Payment 2/5/2024 1:42:18 PM - 6</u>	WAVE	2/5/2024	\$9.95
<u>EFT Payment 2/5/2024 1:42:18 PM - 7</u>	ZIPLY FIBER	2/5/2024	\$664.10
	<b>Total</b>	<b>Check</b>	<b>\$26,869.39</b>
	<b>Total</b>	<b>9001000967</b>	<b>\$26,869.39</b>
	<b>Grand Total</b>		<b>\$26,869.39</b>

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# Accounts Payable Register

City of Aumsville

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

Number	Name	Print Date	Amount
Riverview Community Bank Check 56639	9001000967 ARETE ADVISORS LLC	2/6/2024	\$308.00
	Total	Check	\$308.00
	Total	9001000967	\$308.00
	Grand Total		\$308.00



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## **STAFF REPORT**

**DATE:** February 26, 2024  
**TO:** Aumsville City Council  
**FROM:** Kirsti Pizzuto, Assistant City Administrator  
**SUBJECT:** Budget Committee Appointments

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## **CURRENT SITUATION**

There are currently four vacancies on the Budget Committee, and no reappointments this year. Our two applicants are Jennifer Molan and Carrie Murphy. If filled, both positions will be three-year terms, expiring December 31, 2026.

## **RECOMMENDATION:**

Staff recommends appointing the citizen members.

## **MOTIONS TO APPROVE:**

1. I move to appoint Carrie Murphy to the vacant budget committee seat with a term expiring December 31, 2026.
2. I move to appoint Jennifer Molan to the vacant budget committee seat with a term expiring December 31, 2026.

## State of the City Presentation by the City Administrator



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## Submission #2

[Print](#) [Resend e-mails](#)

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[Next submission](#)

### Submission information

Form: [Budget Committee Application - Webform](#)

Submitted by Visitor (not verified)

Wed, 02/07/2024 - 7:36am

76.14.217.143

### Name

Carrie Murphy

### Address

540 Maple St

### City

Aumsville

### State

Oregon

### Zip

97325

### Home Phone

5033916713

**Cell Phone**

**Work Phone**

**Email Address**

murphy.carrie71@gmail.com

**Occupation**

Organization & Professional Development Facilitator

**Place of Employment**

ODHS

**Are you a registered voter?**

Yes

**Resident of Aumsville since:**

2010

**Please tell us why you are interested in this position for the Budget Committee:**

I love my community and want to be of service again.

**Describe your background and experience and why your background makes you a good choice for this open position:**

I am a previous Planning Commission member and appreciate how hard this work is.

**Please include any other relevant information for this application.**

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## State of the City Presentation by the City Administrator



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## Submission #3

[Print](#) [Resend e-mails](#)

[Previous submission](#)

[Next submission](#)

### Submission information

Form: [Budget Committee Application - Webform](#)

Submitted by Visitor (not verified)

Wed, 02/14/2024 - 4:02pm

107.115.99.23

### Name

Jennifer L Molan

### Address

9654 MILL CREEK RD SE

### City

AUMSVILLE

### State

Oregon

### Zip

97325

### Home Phone

**Cell Phone**

5039296320

**Work Phone****Email Address**

jc9654@gmail.com

**Occupation**

Education Specialist and Real Estate Agent

**Place of Employment**

Oregon Department of Education and Berkshire Hathaway HomeServices Real Estate Professionals

**Are you a registered voter?**

Yes

**Resident of Aumsville since:**

1971

**Please tell us why you are interested in this position for the Budget Committee:**

I am a member of the Planning Commission and enjoy serving the community of Aumsville.

**Describe your background and experience and why your background makes you a good choice for this open position:**

I have fairly extensive experience in budgets related to Schools, School Districts, and state agencies. I currently serve on the Financial Stewardship team in the Office of Education Innovation and Improvement at the Oregon Department of Education. I am chair of the Stewardship board at our church.

**Please include any other relevant information for this application.**

Josh Hoyer asked if I would consider serving on the budget committee. If the spots have already been filled I do not need my application to be considered. :-)

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## STAFF REPORT

**DATE:** February 26<sup>th</sup> 2024  
**TO:** Aumsville City Council  
**FROM:** Matthew Etzel, Assistant Public Works Director  
**SUBJECT:** 3<sup>rd</sup> Street SCA Grant Engineering Services Proposal

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## BACKGROUND

A few months ago, staff and our City Engineer put together an application for an ODOT Small City Allotment Grant for street improvements along 3<sup>rd</sup> Street between Main and Cleveland St. These improvements include the installation of curb, gutter, and sidewalks along the East and West side of 3<sup>rd</sup> and overlay of pavement on 3<sup>rd</sup> Street between Main and Cleveland Street. The city was successful in the grant application and is beginning the design phase which will be followed by a public bidding process. Once a contractor is selected, staff and our City Engineer will bring before the council a recommendation to award.

## CURRENT SITUATION

The city was awarded \$250,000.00 for the 3<sup>rd</sup> Street improvements. We now need a full set of construction drawings and specifications to bid on the project. This is work that Westch is proposing to do under our current engineering contract. Once the project is bid on and a contractor has been selected, we can start the improvements. The estimated project cost for engineering and construction is \$351,516.00 which would come out of Street Fund 014-626 (Engineering) and Street Fund 014-808 (Street Improvements).

The engineering services that include the drawings, specifications, bidding, and construction administration services like reviewing pay requests and submittals are included in the proposal with a not-to-exceed amount of \$25,000.00. Once the bidding phase is completed staff will bring to council the recommendation to award and a contract for the construction of the project.

## RECOMMENDATION

Approval of the Westech Civil Engineering Services Proposal for the 3<sup>rd</sup> Street SCA project with a not-to-exceed amount of \$25,000.00 from fund 014-626 engineering.

## COUNCIL OPTIONS

1. Move to approve the Westech Civil Engineering Services Proposal for the 3<sup>rd</sup> Street SCA Project with a not-to-exceed amount of \$25,000.00 as presented by staff.
2. Move to approve the Westech Civil Engineering Services Proposal for the 3<sup>rd</sup> Street SCA Project with a not-to-exceed amount of \$25,000.00 as amended by ...
3. Remand back to staff to provide additional research or modification.



AGENDA ITEM 6B

3rd Street Between Main and Cleveland  
 Aumsville, Oregon  
 2599.2023  
 6/28/2023

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Street Construction Cost</b>					
1	Mobilization, Bonds, Permits & Insurance	ALL	LS	\$30,000.00	\$30,000.00
2	Traffic Control	ALL	LS	\$10,000.00	\$10,000.00
3	Erosion Control	ALL	LS	\$10,000.00	\$10,000.00
4	Clearing, Grubbing and Demolition	ALL	LS	\$10,000.00	\$10,000.00
5	Earthwork	500	CY	\$32.00	\$16,000.00
6	Curb & Gutter	700	LF	\$32.00	\$22,400.00
7	Crushed Rock Base	750	TON	\$35.00	\$26,250.00
8	AC Pavement	325	TON	\$130.00	\$42,250.00
9	4" Sidewalks	2,000	SF	\$8.00	\$16,000.00
10	6" Driveways	800	SF	\$12.00	\$9,600.00
11	ADA Ramps	8	EA	\$7,000.00	\$56,000.00
12	Signing and Striping	ALL	LS	\$3,000.00	\$3,000.00
13	Misc. Storm Improvements	ALL	LS	\$30,000.00	\$30,000.00
14	Street Lights	4	EA	\$4.00	\$16.00
<b>Subtotal Street Improvements</b>					<b>\$281,516.00</b>
<b>Soft Cost</b>					
1	Engineering and surveying	ALL	LS	\$25,000.00	\$25,000.00
2	Construction Management	ALL	LS	\$15,000.00	\$15,000.00
3	Contingency	ALL	LS	\$30,000.00	\$30,000.00
<b>Subtotal Soft Cost</b>					<b>\$70,000.00</b>
<b>Total Estimated Cost</b>					<b>\$351,516.00</b>

**Notes/Assumptions**

- Assumes 2024 Construction
- Does not include any Water or Sanitary Sewer Improvements
- Assumes existing AC Pavement is retained with an overlay
- Existing Sidewalk to remain in place. Driveways to be reconstructed



February 16, 2024  
Revised February 21, 2024

Mr. Matt Etzel  
City of Aumsville  
595 Main Street  
Aumsville, OR 97325

RE: Civil Engineering Services Proposal – 3rd Street SCA Project

Dear Matt,

Westech Engineering is pleased to offer you this proposal to provide Civil Engineering services for design of 3<sup>rd</sup> Street from Main Street to Cleveland Street. Per your request, we have prepared a Work Plan and Engineering Budget for the proposed project through construction.

3<sup>rd</sup> Street is partially improved between Main and Cleveland. The section is approximately 550 feet long. The street will be designed and constructed to City Standards. Preliminary estimates put the construction cost of approximately \$300,000.00.

Following is a description of the proposed project design approach, work plan and fee schedule to complete the design required for this project.

#### **Project Design Approach and Work Plan**

##### *Phase I: Preliminary/Schematic Civil Engineering*

Visit the site and gather preliminary information including site characteristics, as built, and topographic surveys. Gather preliminary information previously developed for the site. Identify approximate cost premiums associated with the development and report on potential timing issues that could affect the project.

Meet with the City to review design issues, scheduling and development cost.

Complete Topographic Survey of 3<sup>rd</sup> Street. Prepare preliminary plans in accordance with City Standards. Attend coordination meeting with the City to review preliminary design issues and coordinate design efforts.

Review the preliminary design with Public Works Staff to identify and resolve any design issues.

Phase II: Contract Documents

Perform construction document phase such as project coordination, estimating costs and attending meetings. Meet once with the City to review design issues identified in the preliminary engineering phase, scheduling, etc.

Prepare final street and utility design which includes existing conditions, erosion control and demolition plan, grading and drainage plan, utility plan, construction notes and details. Details of the contract documents are as follows:

- Prepare existing conditions and demolition plan that identifies the existing topographic features of the site and describes items to be demolished and/or removed from the site.
- Prepare erosion control plan, notes and details
- Prepare Plan and profile sheets for the street and proposed public utilities.
- Prepare overall surfacing plans that illustrate locations of the various surfaces (Street, sidewalk, driveway, curb type ...).
- Prepare signing and striping plans per City Standards.
- Prepare construction notes to be included on the drawings for the street improvements.
- Prepare full specifications and contract documents (i.e., Bid Forms, Contract Forms, General Conditions and Division One Specifications) for bidding the project.
- Prepare and submit for review and approval by the City one set of construction drawings and one set of Public Improvement drawings and specifications.
- Complete revisions as identified in the plan review process and submit drawings to City.

Phase III: Bidding and Construction Services

Advertise for Bids in the local newspapers. Please note, our fee does not include the advertising cost. Open Bids and make recommendation to the City on award of the project. With City council approval, award the project to the lowest responsible bidder. Hold a preconstruction meeting prior to the start of the work. Be available to the City to answer any questions during construction. Please note, our proposal does not include inspections services. Process monthly pay request. Complete a final inspection once the work is completed.

Schedule

Based upon our current workload, we anticipate putting this project out for bid in May with a construction start in June and completion in September.

Fee

Westech Engineering has provided a comprehensive scope of services to successfully complete this project in a timely and efficient manner. We anticipate the sheets of final drawings required to complete this project are as follows:

Engineering Plans

- Cover Sheet, Index, Vicinity Map
- Existing Conditions/Demolition/Erosion Control Plans
- Erosion Control Notes and Details
- Public Street Plan and Profile Sheets
- Street Surfacing Plans
- Signing and Striping Plan
- Construction Notes and Details
- 

We propose to provide the civil engineering design services as outlined above and are prepared to complete the above tasks based on a T & M Basis not to exceed \$25,000.00 as detailed below.

TASK	FEE
1. Phase I: Preliminary Documents including Survey	\$12,000
2. Phase II: Construction Documents	\$10,000
3. Phase IV: Bidding & Construction Phase Support	\$3,000
<b>Total</b>	<b>\$25,000.00</b>

All design will be in accordance with City and industry standards. Not included in our scope of work are the following services.

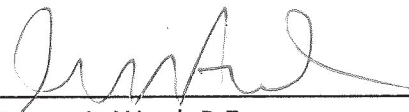
- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>▪ As-built Surveys</li> <li>▪ City and/or Agency Fees</li> <li>▪ Construction Staking</li> <li>▪ Easement/Right-of-Way Negotiations</li> <li>▪ Easements/Legal Descriptions</li> <li>▪ Floodplain/Floodway Studies</li> <li>▪ Foundation Drain Design</li> <li>▪ Geotechnical Studies</li> <li>▪ Inspection Services</li> <li>▪ Franchise Utility Design</li> </ul> | <ul style="list-style-type: none"> <li>▪ Public Presentations</li> <li>▪ Retaining Wall Structural Design</li> <li>▪ Storm water Testing/Monitoring</li> <li>▪ Structural Design Services</li> <li>▪ System Development Charges</li> <li>▪ Traffic Engineering</li> <li>▪ Traffic Signal Modifications</li> <li>▪ Permit, Plan Check or Filing Fees</li> <li>▪ Material Testing/Quality Control</li> </ul> |
|--|--|

Any of the above services can be provided for a lump sum fee or on a time and material basis as needed and requested.

Thank you for the opportunity to submit this proposal. Should you desire further explanation of more complete descriptions of the services to be provided please do not hesitate to contact us at (503) 585-2474. We look forward to working with you on this important project.

Sincerely,

**WESTECH ENGINEERING, INC.**



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Steven A. Ward, P.E.

Cell Phone 503-931-3460

# AGENDA ITEM 6B



3rd St SCA Project



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

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## STAFF REPORT

**DATE:** February 26<sup>th</sup>, 2024  
**TO:** Aumsville City Council  
**FROM:** Matthew Etzel  
**SUBJECT:** Porter Boone Fence Quotes

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## BACKGROUND

The City of Aumsville was recently donated some property to the north of Porter Boone Park. The area has a lot of brush and borders a farm field. The owner of the adjacent property has had issues in the past with trespassers from the park entering their property. Fencing the area will provide a clear end to the park property while maintaining the property line from the creek north to around 13<sup>th</sup> Street.

## CURRENT SITUATION

There currently is no fence on the west side of Porter Boone Park. Public Works Staff met with 3 local fencing contractors to get pricing for roughly 915 feet of 6-foot chain link fence. Staff walked the property with all vendors and required that all provide quotes with 9-gauge galvanized fencing material, 6-foot height, steel ties to connect the fence, and concrete set post. The low bid was FW Fence Company Inc. in Salem Oregon for a total of \$24,147.05. If the Council awards this bid there is some additional brush-clearing work that will need to be done along the existing property line to construct the fence. The additional labor to clean the brush will be around \$6,500. This work will be done by Farmers Labor LLC, who had been doing the Highberger ditch annual cleaning.

## RECOMMENDATION

Approval of the FW Fencing Company Inc. quote for 915 feet of galvanized fencing for \$24,147.05, and Approval of the quote from Farmers Labor LLC for the brush removal with a not-to-exceed amount of \$6500.00.

## COUNCIL OPTIONS

1. Move to approve the FW Fencing Company Inc. quote for 915 feet of galvanized fencing for \$24,147.05, and to approve the quote from Farmers Labor LLC for the brush removal with a not-to-exceed amount of \$6500.00 as presented by staff
2. Move to approve the FW Fencing Company Inc. quote for 915 feet of galvanized fencing for \$24,147.05, and to approve the quote from Farmers Labor LLC for the brush removal with a not-to-exceed amount of \$6500.00 as amended by ...
3. Remand back to staff to provide additional research or modification.



**F & W Fence Company, Inc.**

2220 16th Street NE  
 Salem, OR 97301  
 p (503) 585-9655; f (503) 585-7066

**Estimate**

DATE	ESTIMATE #
1/15/2024	40018

NAME/ADDRESS
City of Aumsville Attention: Matt Etzel 995 Only St. Aumsville, OR 97325

TERMS	REP	PROJECT
C.O.D.	FDM	1105 Main St

DESCRIPTION	QTY	RATE	TOTAL
This estimate is for 6' 9 gauge galvanized chain link			
6' 9 gauge Chain Link- Galvanized	915	5.65501	5,174.33
1 5/8" Sch 20 Wt Top Rail - Galvanized	915	2.366	2,164.89
9 gauge Tension Wire- Galvanized	915	0.32501	297.38
1 7/8" x 9' Sch 40. Post- Galvanized	90	31.642	2,847.78
2 3/8" x 9' Sch. 40 Post- Galvanized	4	42.9525	171.81
1 7/8" x 1 5/8" Eye Top- Galvanized	90	2.99	269.10
2 3/8" Make Ups for 6' Galvanized	2	16.90	33.80
Steel Tie Wires 11 ga x 6-1/2"	10	16.25	162.50
Concrete for footing (per hole)	94	16.90	1,588.60
Labor to dig & set post in concrete-clean up dirt and spread out on site	80	75.00	6,000.00
Labor to frame, install chain link & hang gates	64	75.00	4,800.00
Bobcat with trailer & Kabota with trailer equipment use	1	300.00	300.00
Truck & Delivery Charge (multiple trips)	1	200.00	200.00
<b>SUBTOTAL</b>			<b>24,010.19</b>
CAT Tax		0.57%	136.86
*Customer Disclaimer* During these times, all material pricing is subject to changed dependant on when customer proceeds with project.			
Thank you for your business		<b>TOTAL</b>	<b>\$24,147.05</b>

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

Signature of Approval: \_\_\_\_\_





# ESTIMATE

**CCB#200952**

**ESTIMATE # 8516**  
**DATE 02/04/2024**

**CITY OF AUMSVILLE**  
**1105 MAIN ST**  
**AUMSVILLE, OR 97325**

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<b>Project Description</b>	<b>Amount</b>
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Scope

- Install 6' 915LF galvanized chain link fence
- Corner post 2 3/8 pf40, line post 1 7/8 pf20, top rail 1 5/8 pf20, mesh 9-gauge kk, tension wire 9-gauge
- Concrete every post 24"
- Materials and labor included

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**Total-\$49,410.00**

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David Avila | 503-851-0264 | [forbesfence@gmail.com](mailto:forbesfence@gmail.com).

THANK YOU FOR YOUR BUSINESS!



2780 19th Street S.E.  
Salem, Oregon 97302  
CCB# 41097

Salem (503) 399-1934  
FAX (503) 399-8931  
Toll Free (800) 336-2307

Albany (541) 967-4141  
McMinnville (503) 434-1101  
Wilsonville (503) 582-8264  
www.outdoorfence.com



1/11/2024 Job Id: 2400030

Customer Name: City of Aumsville

Mailing Address: 9613 Mill Creek Rd Aumsville, Aumsville, OR 97325

Job Address: 1105 Main Street Aumsville, OR 97325

Contact: Matt Etzel

Phone: (503)749-1185

Alt Phone: (503)507-4742

Cell: N/A

Fax: (503)749-2366

E-mail: metzel@aumsville.us

**Galvanized Chain Link Fence Specifications**

Gate Post: None

Fabric: 9 Gauge Galvanized

Slats: None

Top Rail: 1 5/8" CQ-20/Str

Extra Brace: None

End And Corner Post: 2 3/8" DQ-40/FW

Fence Height: 6 ft

Bottom Rail: None

Bottom Tension Wire: 9 Gauge Smooth

Footing Depth: 24" Mixed Concrete

Intermediate Post: 1 7/8" CQ-20/Str

Fabric Color: Galvanized

Mid Rail: None

Barbwire: No

Footing Type: Dig and Set in Wet Mixed Concrete

**Gate Specifications**

Gate No: 1

Quantity: No Gates

**Special Conditions**

FenceLine: Ground Line

UtilityLocation: Outdoor Fence Co.

PostRemoval: Not Required

Finish: Outside Only

DirtDisposal: On-Site

Selvage: Knuckle / Knuckle

ShrubberyTrimming: Customer

TrashRemoval: Outdoor Fence Co. (Fence Materials)

**Job Information**

Bid includes all labor and materials to furnish and install approximately 920 linear feet of 6' tall 9 gauge galvanized chain-link fence with no gates. All posts will be set in wet mixed concrete. Customer responsible for removal of all yard debris, foliage and other obstacles and obstructions prior to installation. Heavier gauge materials will be used for entire project for added stability and rigidity. Line and terminal posts will have a 36" footing. Fence line will start approximately 50' from creek and run along property line as per customer request.

Quoted Price **\$32,732.27** Alt#1 \_\_\_\_\_ Alt#2 \_\_\_\_\_ Effective for **10** Days

Cash on Completion  **1/3 deposit, balance on completion**  Other \_\_\_\_\_

**CONTRACT CONDITIONS**

- Property lines and/or fence lines are the exclusive responsibility of the property owner/customer.
- Liability of damage to underground obstructions such as public or private utilities are the sole responsibility of the owner/customer.
- All permits, variances or deviations from state, county, or city ordinances are the responsibility of the owner/customer.
- Concealed conditions such as rocks, boulders, established root systems and construction debris may necessitate additional labor or material charges to facilitate completion of this contract. OUTDOOR FENCE CO. INC. reserves the right to submit reasonable billing for costs incurred.
- Any alteration or deviation from the specifications set herein will only be executed upon written order. Amendments to this contract may affect the quoted prices.
- All materials and labor to be provided in a workmanlike manner.
- All time agreements are contingent upon weather, accidents, strikes, supply fulfillment, etc., beyond the control of OUTDOOR FENCE CO. INC.
- Should it become necessary to enforce the conditions of this contract by recourse to collection or litigation, the undersigned agrees to pay all collection agency fees, court costs, and legal fees incurred to collect delinquent balances.
- All accounts are due and PAYABLE ON THE DATE OF COMPLETION. A finance charge of 1½% per month, which is an annual percentage rate of 18% will be charged on all past due accounts.
- Approved financing will waive required deposit.

Oregon law may change from time to time, please check website [www.oregon.gov/ccb](http://www.oregon.gov/ccb) for current law regarding construction contracts.

BY SIGNING THIS CONTRACT I AGREE TO THE TERMS AND CONDITIONS STATED WITHIN AND HAVE READ THE **REVERSE SIDE** (ORS CHAPTER 87 AND 701), AND HEREBY ACKNOWLEDGE RECEIPT OF AN EXECUTED COPY HEREOF.

Bid by: [Signature] Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

for Outdoor Fence Co. **Keanon Davis**

**SIGN & RETURN TO OFFICE**

## CONTRACT CONDITIONS

1. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Please see the attached Notice of Buyer's Right to Cancel (ORS 83.730) for an explanation of your legal rights.
2. Consumer Protection Notice (ORS 701.330(1)) is attached, and **requires your signature.**
3. Notice of Procedure (ORS 701.330) is attached and **requires your signature.**
4. Information Notice to Owner About Construction Liens (ORS 87.093) is attached.
5. CCB Recommended Contract Addendum to Satisfy Contract Terms Requirement (OAR 812-012-Q110) is attached and **requires your signature.**

**(Refer to our website [www.outdoorfence.com](http://www.outdoorfence.com) for additional information and updates)**

READ CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE PROPOSAL ON THE REVERSE SIDE OF THIS PAGE, IF ACCEPTED, THIS PROPOSAL BECOMES A LEGALLY BINDING CONTRACT UNDER THESE TERMS. By requesting Outdoor Fence Co. to do the work described herein, or by allowing Outdoor Fence Co. to commence such work, you agree to these provisions whether or not you have signed the acceptance on the reverse. This document is our entire agreement. Outdoor Fence Co.'s acceptance of any written documents from you and pertaining to the work herein shall be deemed only to constitute a specification of the work, and will not result in the change of any term or provision herein or constitute additional terms of this agreement unless expressly agreed upon in writing, and signed by both parties.

1. Outdoor Fence Co. agrees to provide all labor and materials for the work described on the reverse hereof as specified. Locating property lines and/or fence lines is your responsibility. Preventing damage to such underground obstructions as public or private utilities or sprinkler systems is your responsibility. You are responsible for all public permits and variances, as well as meeting the requirements of design committees, complying with conditions, covenants and restrictions of record, and obtaining any other such approvals not relating to construction methods or building code compliance.

2. Outdoor Fence Co. shall commence and complete work within a reasonable time after this proposal is accepted. Extensions shall be granted for delays not caused by Outdoor Fence Co., which shall not be held accountable in damages or otherwise for breach of any term of this agreement due to circumstances beyond Outdoor Fence Co.'s control.

3. You will be assessed a late charge of one and one-half percent per month, from date due, on any balance remaining unpaid over 10 days.

4. Outdoor Fence Co. shall be entitled to terminate all work activities on this or any other work being done for you should any amount remain due and unpaid for more than 10 days after presentation of any billing statement.

5. You acknowledge that changes in the scope of the work should be reduced to writing before the additional work is begun, but also a knowledge that the realities of construction often preclude drafting written change orders in advance of doing the work ordered. Therefore, you agree that for each separate change Outdoor Fence Co. may, in Outdoor Fence Co.'s sole discretion, choose either (1) not to undertake additional work beyond the original scope of the work described herein without a written change order signed by you; or (2) not require strict adherence to prior written change order procedures.

6. You shall pay any and all additional charges occasioned by changes requested or accepted by you without a written change order, required as a result of undiscovered conditions, or required by regulatory authority following the execution of this contract. You agree that actual changes in the work are prima facie evidence of your request for, acceptance of, and/or acquiescence in the changes and the price therefor. Outdoor Fence Co. shall not be deemed to have waived the right to payment thereto by performing such work without a written change order, and may stop work if you fail to ratify in writing or pay for changes you requested or accepted.

7. Outdoor Fence Co. hereby assigns to you all warranties for manufactured items used as materials herein. Where the quantity or quality of any particular method or component of construction is not specified herein, you agree that such quantities and qualities are reflected in the contract price herein based upon no greater than applicable building code requirements.

8. The price set out on the reverse hereof is based upon all conditions of the land and improvement as they appeared to the eye at the time of the making of this agreement. Subsequently discovered conditions which may increase the price hereof, such as rocks, boulders, established root systems and construction debris, are your risk and responsibility. You are responsible for damage to existing setting conditions such as concrete, rock or decking.

9. You shall provide Outdoor Fence Co. with all necessary access to the premises, and shall not interfere with Outdoor Fence Co.'s work activities thereon.

10. You shall hold Outdoor Fence Co. harmless and indemnify Outdoor Fence Co. against loss by fire and other casualty to the land and improvement, and to Outdoor Fence Co.'s tools and materials located at the work site, during the entire course of work.

11. Any dispute between you and Outdoor Fence Co. shall first be mediated before the parties may enter any other dispute resolution process. The parties agree that arbitration shall be the exclusive method of adjudicating disputes not resolved by mediation. The prevailing party in any collection or dispute arising out of, or in any way relating to this agreement or the work herein shall receive the additional award of actual expenses incurred in the resolution of such dispute, including but not limited to attorney fees, expert witness fees, deposition expense, and any other expense incurred in administrative, judicial and nonjudicial proceedings. Proof and award of such expenses shall be proved by receipt. You and Outdoor Fence Co. agree that this term is severable, and shall survive any final award not providing all prevailing party expenses, rescission or novation.

12. Outdoor Fence Co. retains the right to deliver notices under ORS Chapter 87. Outdoor Fence Co. retains all rights to all remedies arising hereunder, without waiver of or election against such other remedies by exercising Outdoor Fence Co.'s rights under ORS Chapter 87. By acceptance of this proposal, private homeowners acknowledge and agree that all notices which Outdoor Fence Co. is required by law to deliver to Owner are hereby delivered to Owner solely for the purpose of complying with the regulatory requirements therein, and that such notices are not conditions or terms of this agreement, nor shall delivery of such notices incorporate them into this agreement or modify this agreement. By signing below, Owner acknowledges receipt of a "Consumer Protection Notice" as required by ORS 701.330(1), a "Notice of Procedure" as required by ORS 701.330(2), an "Information Notice to Owner" as required by ORS 87.093, and a "CCB Recommended Contract Addendum to Satisfy Contract Terms Requirement" notice as required by OAR 812-012-0110. If this contract is made at a place other than Outdoor Fence Co.'s place of business, Owner acknowledges receipt of duplicate copies of "Notice of Buyer's Right to Cancel" as required by ORS 83.730. General contractors represent that they have requested Outdoor Fence Co. to furnish materials and labor herein as an owner or as an owner's authorized agent to make this contract and as agent for service of notices pursuant to ORS Chapter 87.

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## JPLATA FARM LABOR CONTRACTOR, INC

Farm & Forest Labor Contractor License# 55545 Expires 1/31/2028

### QUOTE

503-949-9468/503-951-0250

[jplatafarmlaborcontractor@gmail.com](mailto:jplatafarmlaborcontractor@gmail.com)

4426 Cheryl Ct. NE

Salem, OR. 97305

Attention: Matt Etzel

City of Aumsville

Aumsville, OR. 97325

**Quote Date: 2/12/2024**

**Job site: Porter-Boone Park**

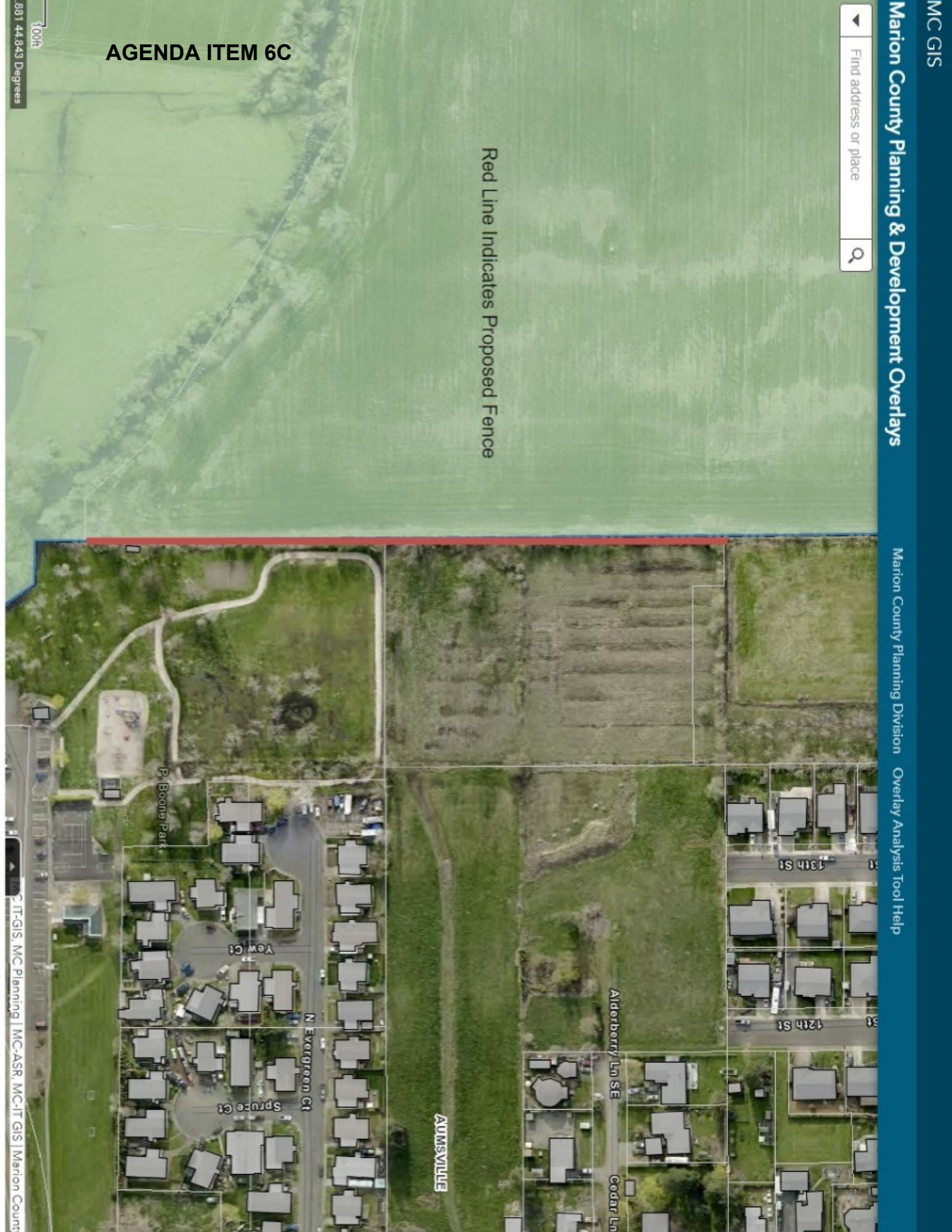
Work description: brush removal

Quote for completed job	Cost
For about 5 employees to do job in 1 week	\$ 6,500.00
<b>Total</b>	<b>\$ 6,500.00</b>

Find address or place

# AGENDA ITEM 6C

Red Line Indicates Proposed Fence



100ft  
831 44,843 Degrees



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

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## STAFF REPORT

**DATE:** February 26<sup>th</sup> 2024  
**TO:** Aumsville City Council  
**FROM:** Matthew Etzel, Assistant Public Works Director  
**SUBJECT:** TMDL Annual Report for 2023

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## BACKGROUND

Last February the City of Aumsville updated its TMDL Implementation Matrix to include new mercury requirements. Our TMDL Implementation Matrix is a 5-year plan and a way to track the City of Aumsville's progress in reducing pollutants such as bacteria, temperature, and mercury. As you will see in the Implementation Matrix there are several strategies to reduce these pollutants in which we need to show DEQ we are implementing these strategies or changing the strategies if they are not effective. As an annual review, we will highlight some important parts the council will need to start planning for in the next year.

Public education is a big part of a lot of the strategies to reduce the 3 different pollutants and these are pretty easy to achieve as we do a lot of community notifications through social media, the city website, and the newsletter. We will continue those outreach items and pair them with community events like Arbor Day.

Develop a Stormwater Ordinance. We will be working with other local communities and our TMDL Basin Coordinator to bring a stormwater ordinance to the council for adoption. The parts DEQ is focusing on with this 5-year plan is to have an ordinance that has enforcement actions or other legal mechanisms for the city when we find polluting stormwater within our City.

Funding should also be part of this ordinance. In the past, we have used our street funds, general funds, and parks funds to fund stormwater or TMDL-related projects. This is not the most sustainable source of funding. Street sweepers, vector trucks, mowing equipment, and contracted services for updating these plans is becoming more and more expensive. A more sustainable source of funding for stormwater would be a fee structure that supports the equipment and the annual cost of maintaining our stormwater infrastructure.

Wastewater improvements are also considered in this plan as upgrading and maintaining our wastewater collections and treatment systems will help us in the bacteria pollutant area. As you are aware we are planning to do a lot of work in those areas in the next 5 years and you will see that included in the matrix. The other bacteria strategies are to review mutt mitt locations in the parks for pet waste. We have also been notifying owners when we see people illegally dumping pet waste in parks or ROW areas.

## **CURRENT SITUATION**

Staff will submit the 2023-2028 TMDL Implementation Matrix Annual Report for 2023 and update the council if any other further action is needed after the DEQ review of the report. We have sent a draft report to our TMDL Basin Coordinator before final submission to review and make comments. There were a few minor edits and those have been updated on the version before you. We have a new TMDL Basin Coordinator this year and staff thought it was important to communicate before the deadline to confirm our entries in the status reporting columns we correct especially being a new 5-year cycle.

City of Aumsville 2023-2028 TMDL Implementation Matrix Annual Report

Pollutant	Stormwater Program Measure/Table 13-11	Pollutant source/strategy to reduce pollutant	How will this be done – Best Practice Management Activity	Funding	Measure – Status Reporting Metric Timeline	Benchmark/Milestone – Interim goals achieved and timeline if applicable	Reporting Status (updated February 2023)
<b>Mercury/Bacteria/ Temperature</b>	1. WQMP Requirement - Assess existing programs	Assess existing programs, 2022 TMDL Plan, and 2023-2028	Review 2022 plan for data gaps and update Review 2023-2028 matrix TMDL and update	Streets Fund/Engineering	Pre-plan activity for due date of fall 2028	Started: Jun 2022 Completed: ongoing	2023- Reviewed with DEQ representative and updated 3 matrix sections.
<b>Mercury</b>	2. Public Education and Outreach and Public Involvement and participation program	Requirement - Reasonable assurance plan will be implemented and sustained over time cost analysis and estimation page 128-221 of <a href="https://www.oregon.gov/deq/wq/Documents/willHgtmdlwqmpF.pdf">https://www.oregon.gov/deq/wq/Documents/willHgtmdlwqmpF.pdf</a>	Budget development and City Council approval for plan development, implementation, annual status reporting and a five-year review	Streets Fund/Engineering	Report date of budget approval and Council approval for all TMDL implementation plan approved activities	Each year, document dates for confirming budget and Council approval; Annual costs and funding to determine approximate extent of BMP activity	2023- Budget for TMDL work approved on 6/12/23. Funding of TMDL related project to be split from Streets, Parks, and General Fund. In coming years we will work on a plan to have a separate storm water funding source.
<b>Mercury</b>	3. Public Education and Outreach and Public Involvement and participation program	Awareness of water quality protection programs – Provide opportunities for the public to effectively participate in the development TMDL plan	Post City Council approved implementation plan and reports for public viewing to the city website	Streets Fund/Engineering	Annually provide web link for access to Plan and report viewing	<b>Program in-place</b> - Post plan on website before Sept 3, 2022; Post annual reports before next TMDL reporting cycle (Feb 28 of every year report due)	2023- <a href="#">Storm Water TMDL Plan   City of Aumsville Oregon</a> Plan was updated February 2023 with new Matrix and draft annual report sent to DEQ and posted online March 2023.
<b>Mercury</b>	4. Public Education and Outreach and Public Involvement and participation program	Provide opportunity for residents and the public to effectively participate in the development of stormwater control measures and ordinances.	Compliance with land use planning - Public notice requirements for plan and stormwater programs, such as, fee increases, design standards, planning and development, ordinance development, approval, and budget.  Routinely monitor SDC funds and other funds to determine adjustments for future growth and program implementation.	General Fund	Annually summarize any notice dates and topics, ordinances, funding changes, for Plan or confirm none	<b>Program in-place</b> - Maintain list of public notices for reporting year with description and dates of activity or City website links	2023- <a href="#">Meetings   City of Aumsville Oregon</a> List of Council meetings and planning meeting agenda and minutes. Additional supporting documentation to highlight related topics. Updated PWDS June 2023.
<b>Mercury/Bacteria</b>	5. Public Education and Outreach	Inform the public about the impacts of stormwater discharges on waterbodies and the steps that they can take to reduce mercury-related pollutants in stormwater runoff.	Develop and maintain City website page on stormwater management and impacts of discharges on waterbodies	Streets Fund/Engineering	Annually summarize review and update of contact and content information annually	Develop stormwater page on City website.  Review and update annually	2023- <a href="#">Storm Water TMDL Plan   City of Aumsville Oregon</a> updated March 2023 Facebook post June 2023 for Tree pictures and small note about reducing stormwater temps.
<b>Mercury/Bacteria</b>	6. Public Education and Outreach	Illicit discharges or pollution impacts to stormwater runoff to municipal system; Limit erosion to maintain clear, clean water. Educate public.	Visual inspection of properties along water ways; Promote awareness of stormwater protection measures through City Newsletter annually	Streets Fund/ General Fund	Annual describe inspection findings and tools used for announcements delivered to City residents annually regarding pollutant impacts from yard debris and topics – mercury, bacteria, temperature	<b>Program in-place</b> - Improve stormwater runoff within City of Aumsville. Include a list of newsletter articles or social media post.	2023- See attached newsletter articles about WWTP improvements, July- storm water runoff newsletter article, November clean up day article, December 2023 article WWTP improvements, June 2023 Arbor Day article. 2023 social media giveaway June.

Notes: TMDL – total maximum daily load  
 WQMP – water quality management plan  
 BMP – best management practice  
 SDC – system development charge  
 DMA – designate management agency



AGENDA ITEM 6D

Pollutant	Stormwater Program Measure/Table 13-11	Pollutant source/strategy to reduce pollutant	How will this be done – Best Practice Management Activity	Funding	Measure – Status Reporting Metric Timeline	Benchmark/Milestone – Interim goals achieved and timeline if applicable	Reporting Status (updated February 2023)
Mercury	7. Public Education and Outreach		Evaluate opportunities for annual activity to provide public education and outreach. Recology accepts all yard debris from Aumsville residents year-round; potential opportunity to promote and address yard debris in stormwater/waterbodies issues.	Streets Fund/General Fund	Conduct qualitative evaluation by tracking website activity after at least one education and outreach activity. The evaluation should be used to inform future stormwater education and outreach efforts to most effectively convey the educational material to the target audiences.	Evaluate opportunities for annual activity through tracking of web page traffic annually. Adjust strategies based on traffic if needed?	2023-Social Media GIVEAWAY. August 28, 2023. Temp and trees. Gift card to nursery. Zero responses. April 28 <sup>th</sup> Arbor Day event with free tree giveaway to students at Elementary School. Advertised Recology cleanup day in newsletter. Looking into adding tracking software to website to correlate traffic on stormwater page with newsletter articles and social media post.
Mercury	8. Pollution Prevention in Municipal Operations	Capture and infiltrate Storm runoff from impervious surfaces – Increase effective shade canopy of impervious areas in city	Parks maintenance and establishment of city trees a. Maintain existing tree canopy along streets and parking areas b. Require street trees in new development c. Park greenspace w/ trees in parks d. Integrated pest management policy for the public works department and/or parks department e. Efficient irrigation @ parks for reduced runoff and waste of water	Streets Fund/Parks Fund	Review development applications and require trees to be included. Track number of trees planted.	Annual planting of trees in City Parks and City Properties; Periodic tree pruning; and arborist assistance if need to maintain shade canopy.	2023 23 maple trees planted along Highberger Greenway and Ditch. 6 Trees planted in Mill Creek Park surrounding dog park. Trimmed street trees on Main St. and on S 7 <sup>th</sup> . Several were overhanging the sidewalk. Contract with Rasmussen Spray Service to inspect trees for disease or insect damage.
Mercury	9. Pollution Prevention in Municipal Operations	Properly operate and maintain its facilities, using prudent pollution prevention and good housekeeping to reduce the discharge of mercury-related pollutants, such as sediment, through the stormwater conveyance system to waters of the state.	Annual cleaning program for stormwater catch basins and streets.	Streets Fund	Annually Report approximate percentage, by category, basins, and streets cleaned	Annual catch basin cleaning, and quarterly street sweeping schedule - Maintain cleaning records throughout each year W/records available upon request. Annual costs and funding determine approximate extent (#2 matrix item)	2023-Streetsweeping debris was only 120 yds this year. Sweeper did not go out during hot dry days due to excessive dust, even with water nozzles running. Half the city storm catch basins were cleaned. 5 yds of debris were removed.
Mercury	10. Pollution Prevention in Municipal Operations	Ensure DMA owned or operated facilities with industrial activity identified in DEQ's 1200-Z Industrial Stormwater General Permit have coverage under this permit.	Obtain 1200-Z permit for applicable City operations.	Engineering	Annually provide description, and date, of any new 1200-Z City facility identified during the reporting year or document none	Initial check for: DEQ database for City owned 1200-Z facilities & City building inventory discussed 6/21/22; Evaluate new city owned facilities or changes for 1200-Z	2023-No new 1200z facilities 2023.
Mercury	11. Illicit Discharge Detection and Elimination	Implement and enforce a program to detect and eliminate illicit discharges into the stormwater conveyance system to reduce sediment load and other pollutants in runoff.	Routinely maintain a current map of their stormwater conveyance system for location of outfalls and an outfall inventory, conveyance system and stormwater control locations.	Streets Fund	Update storm system maps when as-builts are received.  Describe any changes or planned updates to maps inventories; Make maps and inventories available upon request; Provide working website link	Program in-place – update maps and inventory as new as-builts are received.	2023- <a href="#">Storm Water TMDL Plan   City of Aumsville Oregon</a> Maps are current. Updates when discrepancies found in the field.
Mercury	12. Illicit Discharge Detection and Elimination	Implement and initiate enforcement of program to detect and eliminate illicit discharges into the stormwater conveyance system to reduce sediment load and other pollutants in	Prohibit non-stormwater discharges into the stormwater conveyance system. a. Through enforcement of an ordinance or other legal mechanism for appropriate enforcement procedures and actions to ensure compliance. b. Define the range of illicit discharges it	Engineering	Provide annual update on progress made and next steps	Complete by Sept 2028 Steps for ordinance development: 1. Research other DMA ordinances. 2. Develop draft ordinance.	2023-December 2023 contacted Elizabeth Sagmiller and developed a scope of work to update TMDL matrix, develop draft ord. and update the TMDL matrix with new temperature requirements in future. PW staff to take to council in February-March 2024. Updated PWDS in June 2023.

Notes: TMDL – total maximum daily load  
WQMP – water quality management plan  
BMP – best management practice  
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AGENDA ITEM 6D

Pollutant	Stormwater Program Measure/Table 13-11	Pollutant source/strategy to reduce pollutant	How will this be done – Best Practice Management Activity	Funding	Measure – Status Reporting Metric Timeline	Benchmark/Milestone – Interim goals achieved and timeline if applicable	Reporting Status (updated February 2023)
		runoff	covers, including those discharges that are conditionally allowed, such as non-stormwater discharges or flows such groundwater, irrigation water.			3. Council review 4. Council adoption/public notice	
<b>Mercury</b>	13. Illicit Discharge Detection and Elimination	Implement and enforce a program to detect and eliminate illicit discharges into the stormwater conveyance system to reduce sediment load and other pollutants in runoff	Maintain a procedure or system to document all complaints or reports of illicit discharges into and from the stormwater conveyance system. a. Stop unwanted discharges to waterways, public education in City newsletter. b. Follow up on questions or complaints that involve drainage issues. c. <u>Report a Problem   City of Aumsville Oregon</u> online and City Hall or Public Works phone (503-749-2030 or 503-749-1185	Streets Fund	Annually describe approximate number of complaints related to water quality, stormwater runoff; make compliant list available upon request.	<b>Program in-place</b> - Track pollution concern calls to document complaints, media used by complainant (e.g., phone, Facebook, walk-in), date received, response if needed or not, and resolution.	2023- All Facebook/social media, in person, Emails, Website, or in person complaints are converted to Citizen action form with dates of complaint, what department handled complaint and what the solution was. Data base at City Hall. Attached are all 2023 complaints.
<b>Mercury</b>	14. Construction Site Stormwater Runoff Control	Land development activities. limit erosion to maintain clear, clean water	City has in the last year requested copies DEQ 1200-C permits from developers and monitored their compliance	Engineering	Public Works will monitor compliance with Land Development Regulations so necessary erosion control barriers are installed. Track number of violations and annual describe violations and resolutions	<b>Current program –</b> Phaseout, adopt 17. a. by Sept 2022, revisit 17. all items at five-year to assess feasibility	2023– closed (remove moving forward) Remove in 2024. Moved to combine with #17
<b>Mercury</b>	15. Construction Site Stormwater Runoff Control	Erosion and sedimentation runoff from residential, industrial, commercial properties Limit erosion to maintain clear, clean water. Educate public thru monthly newsletter	City to enforce specific erosion control requirements (e.g. silt fences, mulching, seeding, avoid excavation during wet times) for new construction/reconstruction (if 1200-C permit applies)	Engineering/ Streets Fund	Check catch basins in construction areas to see if erosion control is effective.	<b>Current program –</b> Phaseout, adopt 17. a. by Sept 2022, revisit 17. all items at five-year to assess feasibility	2023– closed (remove moving forward) Remove in 2024. Moved to combine with #17
<b>Mercury</b>	16. Construction Site Stormwater Runoff Control	Erosion and sedimentation runoff from residential, industrial, commercial properties Limit erosion to maintain clear, clean water. Educate public thru monthly newsletter	City to educate Public Works Staff on BMP's	Streets Fund	Record of training for certification	Identify approved training program best for City staff. Annual costs and funding determine approximate extent (#2 matrix item)	2023-May 17 <sup>th</sup> , 2023, Matt E and Matt W PW staff attended ACWA Storm Water Summit. Tickets attached to report.
<b>Mercury</b>	17. Construction Site Stormwater Runoff Control	Sediment in runoff leaving construction sites and/or activity into stormwater conveyance system in residential, industrial, and commercial. Implement a Construction Site Runoff Control Program.  Limit erosion to maintain clear, clean water. Educate	a. Refer project sites to DEQ, or the appropriate DEQ agent, to obtain NPDES 1200-C Construction Stormwater Permit coverage for construction projects that disturb one or more acres (or that disturb less than one acre, if it is part of a “common plan of development or sale” disturbing one or more acres) – <b>Construction Design Standards Appendix F - <a href="#">6f_aumsville_pwds_v2021-09.pdf</a></b> Code for following design standards	Engineering/ Streets Fund	Annually track implementation of construction site runoff program required activities for annual report – Annually, briefly describe progress toward implementing construction site runoff programs  February 2028 City to have a new ordinance in place with written escalating enforcement and response procedures.	<b>Program in-place –</b> 17. a., 17. b., 17. c. Ordinance and resolutions adopt design standards ORD 528, ORD 703 para 20.36 4/21 – Sept 2021 adopted; and Appendix A and B Design Standards procure DEQ 1200-C; erosion control construction notes and standard details	2023- December 2023 contacted Elizabeth Sagmiller and developed a scope of work to update TMDL matrix, develop draft ord. and update the TMDL matrix with new temperature requirements in future. PW staff to take to council in February-March 2024. City Engineer reviews all new projects and requires erosion control plans with all projects consistent with new PWDS updated annually.

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		public thru monthly newsletter	<p><a href="#">6b_aumsville_pwds_v2021-09.pdf</a> Appendix B page 2, 17. Contractor shall procure and conform to DEQ stormwater permit No. 1200C for construction activities where 1 acre or more are disturbed.</p> <p>b. Require construction site operators to complete and implement an Erosion and Sediment Control Plan for construction project sites in its jurisdictional area that result in a minimum land disturbance of 21,780 square feet (one half of an acre) or more, and are not already covered by a 1200-C – <b>Construction Design Standards</b> Appendix B pages 26-28  <a href="#">6b_aumsville_pwds_v2021-09.pdf</a></p> <p>c. Through ordinance or other regulatory mechanism, to the extent allowable under state law, the DMA must require erosion controls, sediment controls, and waste materials management controls to be used and maintained at all qualifying construction – <b>Construction Design Standards</b> Appendix A <a href="#">6a_aumsville_pwds_v2021-09.pdf</a> <b>Erosion control 610-617</b> Appendix B pages 26-28  <a href="#">6b_aumsville_pwds_v2021-09.pdf</a></p> <p>d. The DMA must develop, implement and maintain a written escalating enforcement and response procedure for all qualifying construction sites. The procedure must address repeat violations through progressively stricter response, as needed, to achieve compliance.</p> <p>e. City to enforce specific erosion control requirements (e.g. silt fences, mulching, seeding, avoid excavation during wet times) for new construction/reconstruction (if 1200-C permit applies)</p> <p>f. City requested copies DEQ 1200-C permits from developers and monitored their compliance.</p>			17.d. Review City code and assess for written escalating enforcement and response procedure. Amend code as needed to meet TMDL requirements.	

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<b>Mercury</b>	18. Post-Construction Program for development and redevelopment	Storm runoff from impervious surfaces Develop, implement, and enforce Post-Construction Program to reduce discharges of pollutants and control post-construction stormwater runoff from new development and redevelopment project sites in its jurisdictional area.	Through ordinance or other regulatory mechanism, require new or redeveloped areas that create or replace 10,890 square feet or more of new impervious surface area: <ul style="list-style-type: none"> <li>a. The use of stormwater controls at all qualifying sites.</li> <li>b. A site-specific stormwater management approach that targets natural surface or pre-development hydrological function through the installation and long-term operation and maintenance of stormwater controls.</li> <li>c. Retain rainfall on-site and minimize the offsite discharge of precipitation utilizing stormwater controls that infiltrate and evapotranspiration stormwater.</li> <li>d. For projects that are unable to fully retain rainfall/runoff from impervious surfaces on-site, the remainder of the rainfall/runoff from impervious surfaces must be treated prior to discharge with structural stormwater controls. These stormwater structural controls should be designed to remove, at a minimum, 80 percent of the total suspended solids.</li> <li>e. Long-term operation and maintenance of stormwater controls at project sites that are under the ownership of a private entity.</li> </ul>	Engineering	Briefly describe progress toward implementing post-construction program	Revisit in 2028 five-year review date: Jan 31, 2028 to determine feasibility of starting for 2028-2033.	2023- Added language to the Type A permit that required new construction permits to follow Public Works Design Standards that have BPM for erosion. Able to track permits and any that are violating PWDS for erosion control. Type A permits are used for sidewalks, water/sewer services and construction of houses, sheds, and fences. Will include post construction requirements in Ord once developed.
<b>Temperature</b>	19. Solar Radiation	a. Maintain existing shading vegetation. ⇒ Most riparian area is already park area or open space.	Plan and fund plantings along waterways	Park fund	Visually monitor waterway vegetation. Track the number of new plantings. Ongoing effort	Compare areas at five-year intervals to determine the state of and changes to riparian areas	2023-Several times throughout the summer PW staff worked on invasive plants growing along Mill Creek at Mill Creek Park. PW also contracted with Farmers Labor LLC September 2023 to clear invasive plants in Highberger ditch and allow for better tree growth on upper banks.
	20. Solar Radiation	b. Work Marion County Soil and Water Conservation Council to initiate riparian tree or other plantings.	Contact MCSWC about plantings and strategies for Highberger Ditch.	Park/Sewer/Street	Monitor new growth in riparian areas and review annually. Ongoing effort	Establish a good working relationship with all parties involved At least one riparian tree planting completed every two years	2023-Planted 23 maple trees along Highberger ditch greenway in 2023.
	21. Wastewater treatment plant (monitoring indicates meets requirement)	Replace existing contact chamber for longer detention times and increase the bacterial kill before discharge.	Secure funding through rates and SDCs	Sewer/Grants opportunities	Monitor as project continues. Continuing to look for funding of the contact chamber. Construction to commence as soon as funding is available.  Delayed due to funding.	Loan funds secured Treatment plant constructed and operating Continue to meet discharge permit requirements. Permitting done through NPDES no reporting required.	2023-Approval, design, and funding in progress to construct a new ww treatment plant. Plans also include collection system replacement.

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Bacteria	22. Septic System	Development regulations state that all homes within the city, within 100 ft of sewer main shall connect to city sewer	Development regulations It is a requirement now and a condition of development approval.	General/Sewer	Continued compliance.  On-going	<b>Report any septic tanks found or converted to City sanitary sewer system.</b>	2023-No septic systems have been abandoned this year.
	23. Pet wastes	Prevent pet wastes from entering waterways	Install "Mutt Mitt" stations in parks with signs and waste cans Install in existing parks and install as new parks develop.  Enforce city ordinance to clean up after pets	Parks	Visual inspection of the park grounds.  Provide education/information in the monthly newsletter and web site.  On-going. Assess additional stations where needed.	Annual assess mutt mitt stations update locations if City staff or citizen request. If new sites installed, they will be reported. Existing sites continued to be maintained and stocked on regular basis.	2023- PW staff weekly checks on Mutt Mitt stations and communicates with department heads if additional locations are needed. No new stations this year. All existing stations in good working order and stocked. One area of pet waste was found during Right of Way mowing. PD contacted homeowner and informed of Ord. about illicit discharge.
	24. Sewer overflow	Eliminate sewage overflows or shorten event duration	Increase the cleaning schedule of sewer mains. 2012...City policy now to clean and TV sewer lines every 5 years.	Sewer	Measurement of length of lines cleaned. Track number of overflow events  On-going	Maintain accurate and up to date records of TV reports for wastewater collection system. Update every 5 years or as budget allows.	2023-30,000 Linear feet of sewer collections system cleaned and TV'd this year (approx. 50% of system). During budget cycle for 2024 will review to see if 30,000 more feet can be done to have the remaining portion of system cleaned and TV'd. No major problems were identified that would cause overflows. Areas undersized are now in design to be replaced once funding package for WWTP funding is passed.

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

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## **STAFF REPORT**

**DATE:** February 26, 2024  
**TO:** Aumsville City Council  
**FROM:** Ron Harding, City Administrator  
**SUBJECT:** Culpepper & Merriweather Circus Service Agreement

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### **BACKGROUND:**

For several years the Culpepper and Merriweather Circus performed in Turner each year. Recently the venue they used became unavailable and they reached out to Aumsville staff to determine an alternative plan.

### **CURRENT SITUATION:**

After gathering information from Key Equipment Company, the organizers for the Culpepper and Merriweather Circus, staff reviewed the options with Council after the last City Council Meeting on February 12, 2024 and confirmed interest in hosting the event. Tonight's packet includes an agreement for your review. Ticket sales can begin once the agreement is executed.

### **RECOMMENDATION:**

Staff recommends approving Culpepper Circus Professional Services Agreement and Permit.

### **COUNCIL OPTIONS – 1<sup>ST</sup> ACTION:**

1. I move to approve the Culpepper Circus Professional Services Agreement and Permit as presented by staff.
2. I move to approve Culpepper Circus Professional Services Agreement and Permit as amended by ...
3. Remand back to staff to provide additional research or modification.

## **Culpepper Circus Professional Services Agreement and permit**

This agreement is entered into this 11th day of March 2024 by and between the City of Aumsville and Key Equipment Company, Inc. dba Culpepper & Merriweather Circus.

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 Culpepper & Merriweather Circus for the term specified in section 5 Service Agreement, the right and privilege to conduct a special event in Aumsville, Oregon, "The Circus."

**II. FACILITIES**

- A. The space allotted to Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus sponsored by the City of Aumsville.
- B. Culpepper & Merriweather Circus shall not allow the premises, or any part of such premises, to be used for any purpose other than the Culpepper & Merriweather Circus 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. Culpepper & Merriweather Circus will perform the event independent of the City of Aumsville or other city events. The City of Aumsville is not responsible for any obligations related to Culpepper & Merriweather Circus other than what is obligated within this permit.
- B. In order to facilitate community activity, the City of Aumsville will provide \$290.00 to Culpepper & Merriweather Circus to help with expenses. The City of Aumsville will also provide the facilities free of charge.
- C. The City will provide water, and trash services for the Circus.
- D. The City will facilitate two additional volunteers to guide ticket holders and take ticket stubs at entrance.

- E. The City will facilitate ticket sales prior to the event day and turn proceeds over to Culpepper & Merriweather Circus. Culpepper & Merriweather Circus will provide a share of proceeds as outlined in their operation agreements.

V. TERMS

- A. One day, May 24<sup>th</sup>, 2024, and one day before for set up and one day after to take down.

VI. MERCHANDISE PURCHASES

- A. Culpepper & Merriweather Circus shall make all purchases of materials for use or sale 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 Culpepper & Merriweather Circus. Culpepper & Merriweather Circus agrees, as directed by the City of Aumsville, to abide by these relationships except as prohibited by law. Culpepper & Merriweather Circus may sell merchandise and or promote its merchandise business as part of this event, the city receives no revenue from these sales.

VII. EMPLOYEES

- A. All employees of Culpepper & Merriweather Circus 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 request the removal from the premises any employee of Culpepper & Merriweather Circus whose conduct shall be unsatisfactory to the City of Aumsville.
- C. Culpepper & Merriweather Circus shall employ and provide as many workers as are determined to be needed to properly and safely conduct the event.
- D. Culpepper & Merriweather Circus shall comply with all Federal, State, and local laws and regulations now in force or which any governmental authority may enact.
- E. Culpepper & Merriweather Circus agrees to maintain a staff of employees, as determined by Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus event that are covered by insurance shall be handled by Culpepper & Merriweather Circus and shall exercise due diligence in affecting settlement of such claims.

IX. INSURANCE

- A. Contractor shall procure and maintain insurance of the following kinds and minimum limits:



1. Workers' Compensation insurance in compliance with ORS Chapter 656, if Culpepper Circus 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. Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus 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. Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus with respect to the competition, on Culpepper & Merriweather Circus income from the event or on the merchandise carried by Culpepper & Merriweather Circus for the use in the competition and duly constituted local, city, county, state, federal, or other governmental authority, shall be borne and paid for Culpepper & Merriweather Circus.
- XI. MUTUAL INDEMNIFICATION
- A. Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus against, and hold Culpepper & Merriweather Circus harmless from all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by Culpepper & Merriweather Circus 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 Culpepper & Merriweather Circus.

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 relinquished 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

Key Equipment Company, Inc. dba  
Culpepper & Merriweather Circus  
PO Box 813  
Hugo, Oklahoma 74743

Signed \_\_\_\_\_

Signed \_\_\_\_\_

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