

Agenda
Aurora City Council Meeting
 Tuesday, April 9, 2024 at 7pm.
 City of Aurora Council Chambers
 21420 Main Street NE, Aurora, OR 97002

To participate via Zoom:

<https://us02web.zoom.us/j/87637766665?pwd=Zitvd0dXS0dabDZNTIFPL29nQkZrdz09>

Meeting ID: 876 3776 6665

Passcode: 592039

1. CALL TO ORDER OF THE AURORA CITY COUNCIL MEETING

2. ROLL CALL

Mayor Brian Asher

Councilor Wendy Veliz

Councilor Mercedes Rhoden-Feely

Councilor Charles Roper

Councilor John Berard

3. AFFIRMATIONS [2 min.]

4. CONSENT AGENDA [2-3 min.]

a) City Council Minutes—March 12, 2024

b) Planning Commission Minutes—March 5, 2024

c) Parks Committee Minutes, March 21, 2024

d) Historic Review Board Special Meeting Minutes, December 11, 2023

e) Historic Review Board Minutes—February 27, 2024

5. VISITOR

Anyone wishing to address the Aurora City Council concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the Aurora City Council could look into the matter and provide some response in the future.

6. CORRESPONDENCE [10 min.]

a) Bleicherode, Germany Sister City Update

b) Portland General Electric Price History; Anticipated Rescheduling of Presentation on Rate Increases and Solar Power Options

c) Aurora Emergency Preparedness Update, Budget Request

d) Airport Land Use Update

7. NEW BUSINESS [10-15 min.]

a) Public Safety Report

b) Marion County Emergency Preparedness Presentation, Greg Walsh

c) CLG Grant Award \$16,500, Contract

d) Appoint Budget Committee Member

8. OLD BUSINESS [10 min.]

a) Council Communication with Community

b) Economic Opportunities Analysis: Target Industry Refinement & Land Need Forecast

- c) Aurora Traffic and Traffic Speed

9. HEARING [5 min.]

- a) Joint Hearing of the Aurora Contract Review Board and Aurora City Council to take oral and written comments on the City's draft findings in support of an exemption from competitive bidding under ORS 279C.335 for construction of a wastewater treatment facility

10. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS [10 min.]

- a) Resolution 856, A Resolution Accepting Findings in Support of Alternative Delivery Method Procurement
- b) Resolution 857, A Resolution Honoring Karen Townsend Upon the Occasion of Her Retirement
- c) Resolution 858, A Resolution Approving Amendment No. 1 to the Keller Associates Owner-Consultant Agreement and for the Expected Expenditure for the City's Payment of Amendment No. 1 to the Keller Associates Owner-Consultant Agreement
- d) Resolution 859, A Resolution Approving Amendment No. 2 to the Keller Associates Owner-Consultant Agreement and for the Expected Expenditure for the City's Payment of Amendment No. 2 to the Keller Associates Owner-Consultant Agreement
- e) Resolution 860, A Resolution to Award Contract for Well No. 6 Drilling, Construction, and Testing Project
- f) Ordinance 502, An Ordinance Amending Title 8 (Health and Safety) and Title 10 (Vehicles and Traffic) and Title 16 (Land Development) of the Aurora Municipal Code [second reading; see referenced Exhibit under Hearing Staff Report above]

11. EXECUTIVE SESSION

ORS 192.660(2)(e): To conduct deliberations with persons you have designated to negotiate real property transactions

ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

12. REPORTS [10-15 min.]

- a) Finance Officer
- b) Public Works
- c) City Attorney
- d) City Recorder
- e) Business License Deposits
- f) Traffic Safety Liaison
- g) Airport
- h) Planning
- i) Community Outreach
- j) Community Preparedness
- k) Parks Committee
- l) Mayors Report

13. ADJOURN

Consent Agenda

Minutes

Aurora City Council Meeting

Tuesday, March 12, 2024, 7pm

City Council Chambers, Aurora City Hall
21420 Main Street NE, Aurora, OR 97002

STAFF PRESENT: Mary Lambert, Finance Officer; Mark Gunter, Public Works Superintendent; Deputy Pete Walker; David James Robinson, City Attorney; Luke Tabor and Peter Olsen, City Engineer; Stuart A. Rodgers, City Recorder

STAFF ABSENT: NA

VISITORS PRESENT: Joseph Schaefer, Julie Sixkiller, Aurora

1. CALL TO ORDER OF THE AURORA CITY COUNCIL MEETING

Mayor Brian Asher called the meeting to order at 7:02pm.

2. ROLL CALL

Mayor Brian Asher-Absent
Councilor Mercedes Rhoden-Feely-Present
Councilor John Berard-Present
Councilor Charles Roper-Present
Councilor Wendy Veliz-Absent

3. AFFIRMATIONS

Joseph Schaefer thanked Public Works for the demolition of the home and clean-up next door to City Hall.

4. CONSENT AGENDA

- a) City Council Minutes—February 13, 2024
- b) City Council Work Session Minutes, February 13, 2024
- c) Planning Commission Minutes—February 6, 2024
- d) Parks Committee Minutes—January 15, 2024
- e) Historic Review Board Minutes—January 23, 2024

Councilor Charles Roper moved to pass the Consent agenda. The motion was seconded by Councilor John Berard and passed.

5. VISITORS-No visitor comment.

6. CORRESPONDENCE

- a) Bleicherode, Germany Sister City Update
The City Recorder provided an update, referencing the packet material of an official certification of Sister City International status as well as the upcoming travels to Bleicherode of an ancestor relation of the Aurora founder Wilhelm Keil, a Donald Kunz, who has been integral as a go-between for the two cities to further this connection. It was

noted based on an email communication from Kunz that there was an error on Wilhelm Keil's gravestone, suggesting a future correction.

b) Airport Land Use Update

Circuit Court Decision re 2012 Master Plan

The opinion is in the packet. The Court of Appeals agreed the case is moot because the 2019 decision is ineffective as a result of LUBA's remand and the agency not picking up the issue on remand. The Court of Appeals did, however, agree that the Appeals Court erred in dismissing it with prejudice, so on that point the city prevailed. Joseph Schaefer noted the case result is procedural only, not substantive.

TLM Wastewater Report by Environmental Management Systems, Inc.

With successful appeal of the original application, a new application has been submitted, this time only for helicopters – no fixed wing aircraft. With the new application, there was a revised sewer report submitted. Options for sewage disposal – Option 1: connect to drain fields at south end of airport property. Option 2: connect to Columbia Helicopters which has a septic system that drains to the north end of the property. Option 3: no hook up to any septic system but do as the airport control tower and sewage goes into holding tanks, pumped regularly and shipped out. Schaefer noted there is an acknowledgement that this requires a Goal 11 exception, given in the last appeal an unanswered question of whether such an exception could be postponed. The court recognizes the exception is needed now.

c) PGE Rate Review Filing

This communication was provided as information only, and Council requests a presentation from Portland General Electric (PGE) at its next meeting. Additionally, there was a question of whether the rate increase was related to litigation arising from the wildfires. Given Bonneville Power provides power to all electric utilities in the region, PGE would have been impacted by the up-chain rate increases. Councilor John Berard asked about inviting a solar power company to present to Council, and the City Recorder will reach out to Councilor Wendy Veliz about a PGE presentation on solar options, including incentives and opportunities at the individual level.

7. NEW BUSINESS

a) Public Safety Report

Deputy Pete Walker was joined by Deputy Garrett Olson, discussing the purchase of a new patrol vehicle and Aurora-specific markings to identify its service to this community while standardizing the look among vehicles throughout the county. Walker noted increased enforcement near Kasel Court. It was noted speeding tickets have increased.

b) Wastewater Treatment Plant: Alternative Delivery Method of Contracting, Findings, RFP to Reference as Example

The City Engineer, Keller Associates, provided a handout outlining City of Aurora Construction Projects across time. There were no questions about the draft findings in the packet. Edits to the draft RFP document will be made prior to the next Council meeting and be ready in final format for advertising the following day for Construction Manager/General Contractor (CMGC) services. A notice will go out 14 days prior to the

April Council meeting in the Daily Journal of Commerce to notice a public hearing associated with this Council decision.

8. OLD BUSINESS

a) Council Communication w Community

Councilor Roper noted a goal to have a form to solicit contact information from residents by the next newsletter.

b) Economic Opportunities Analysis (updated Buildable Lands Inventory)

Joseph Schaefer noted the main change to acreage in the inventory is the Hellhake property with an applicant for development withdrawing its application, the property now reclassified as vacant buildable land. The next Technical Advisory Committee (TAC) meeting will be held March 18, 3pm, with documents just in for that meeting.

c) Aurora Traffic and Traffic Speed

The City Recorder noted a letter of support for a Marion County initiative and the Aurora welcome sign application submitted to ODOT.

9. HEARING [5 min.]

a) LA 23-01 Public Hearing Before City Council; Subject: Legislative Text Amendments to Title 8, 10, and 16

Councilor Rhoden-Feely conducted the Public Hearing, closing the Council meeting and opening the hearing at 7:39pm. The City Planner Curt Fisher assisted in giving the staff report. Some Council discussion took place to clarify on recreational vehicles, which represented an expansion of code and flexibility for property owners, and there was no public comment. The hearing was closed at 7:47pm.

On page 100 of the packet, Exhibit A., AMC 8.08.080 Nuisances, relative to allowance of razor wire in the industrial zone – these changes drafted by Council Rhoden-Feely will be sent along to the City Planner in preparation for a second ordinance reading in April.

The rest of revisions are clerical: AMC 10.08.040 (p.101) B3, extra “in a” / 16.36.050 (p.107), as well as under 16.36.050 a double set of commas at start of second line and an extra comma under that same section following the Chapter 16.52 reference.

Councilor Rhoden-Feely moved to adopt a revised staff report with the following revisions to Exhibit A with changes to AMC 8.08.080 – subsection A – A fence constructed of other material may be capped by barbed wire that shall be placed no less than six feet six inches from the ground provided that the fence is no closer than three feet from a sidewalk, public way, or adjoining residential property lines. AMC 16.38.060 – Adding an exception for fences capped with barbed wire in the industrial zone, conforming to the measures just read above. This motion was seconded by Councilor Roper and carried.

10. ORDINANCES, RESOLUTIONS, AND PROCLAMATIONS

- a) Ordinance 502, An Ordinance Amending Title 8 (Health and Safety) and Title 10 (Vehicles and Traffic) and Title 16 (Land Development) of the Aurora Municipal Code [first reading; see referenced Exhibit under Hearing Staff Report above]

Councilor Rhoden-Feely first read the above ordinance by title.

- b) Resolution 85[4], A Resolution for Awarding and Designation of Proposer as Consultant or Contractor for City of Aurora Water Projects

Public Works Superintendent Mark Gunter provided a brief explanation of this and the following resolution.

Councilor Berard moved to adopt Resolution 85[4] to award and designate the proposer as the consultant for City of Aurora water projects, Councilor Roper seconded, and the motion passed.

- c) Resolution 85[5], A Resolution for Awarding and Designation of Proposer as Consultant or Contractor for City of Aurora Wastewater Projects

Councilor Berard moved to adopt Resolution 85[5], Councilor Rhoden-Feely seconded, and the motion passed.

11. EXECUTIVE SESSION

Councilor Rhoden-Feely moved Council out of its regular meeting at 8:23pm and back into the regular meeting at 9:08pm.

For the record, Councilor Rhoden-Feely noted a new application from TLM pending at Marion County for development of the former church camp property owned by TLM. That proposal is similar to the last proposal that the city objected to for a number of concerns related to traffic and land use issues. The city's goal and policy is that this is an urban project and an urban project belongs in the city.

Language was provided for a motion to continue to work toward the city's goal of bringing the airport and adjacent properties into the city by addressing concerns of citizens with respect to the TLM application at the county hearing. That motion was made by Councilor Berard and seconded by Councilor Roper.

The second point about the airport touched on briefly earlier in a Correspondence discussion about the airport is that the city received a Court of Appeals decision agreeing with the Circuit Court that the action in the case regarding the 2012 master plan and 2019 findings is mooted because LUBA remanded the 2019 findings to the Oregon Aviation Board which board has chosen not to take any action to adopt further plans or findings. As a result, they are ineffective. There appears to be in the courts of that litigation a disagreement between the city on the one hand and the Department of Justice on the other as to the implication of the 2019 findings being ineffective on the 2012 master plan. Councilor Rhoden-Feely thinks it important to seek some clarification and

declaratory relief under the Administrative Procedures Act (APA) to know which plan is the master plan.

Councilor Berard moved to provide direction for Councilor Rhoden-Feely to work with the city's counsel to pursue the path of declaratory judgment, which motion was seconded by Councilor Roper and carried.

12. REPORTS

a) Finance Officer

Finance Officer Mary Lambert's report is in the packet, and she noted that the city is beginning to spend some big money on the two big projects in town.

b) Public Works

Public Works Superintendent Mark Gunter noted clean-up on the Cole Lane property. There was a pre-bid meeting for well drillers. Two weeks from now, the city will have the CMGC for the sewer project toward a hearing at the April Council meeting. Councilor Berard thanked Gunter and Rodgers for videos and photos posted online showing city project progress.

c) City Attorney – no report beyond staff report.

d) City Recorder – nothing to report beyond the staff report.

e) Traffic Safety Liaison – nothing to report this month.

f) Airport – Nothing beyond what was already discussed earlier in the meeting.

g) Planning – Nothing beyond what was already discussed.

h) Community Outreach – No report.

i) Community Preparedness – Nothing to report this month.

j) Parks Committee – Nothing to report beyond minutes from this committee in packet.

k) Mayor's Report – No report this month.

13. ADJOURN

Councilor Rhoden-Feely adjourned the meeting at 9:13pm.

Brian Asher, Mayor

ATTEST:

Stuart A. Rodgers, City Recorder

Minutes
Aurora Planning Commission Meeting
 Tuesday, March 5, 2024 at 7 P.M.
 City Council Chambers, Aurora City Hall
 21420 Main Street NE, Aurora, OR 97002

STAFF PRESENT: Curt Fisher, City Planner; Stuart A. Rodgers, City Recorder

STAFF ABSENT: NA

VISITORS PRESENT: Martin Young, Aurora; Matt (Zoom), Greg Boen (PECI; Zoom)

1. CALL TO ORDER OF THE AURORA PLANNING COMMISSION MEETING

Chair Joseph Schaefer called the meeting to order at 7pm.

2. ROLL CALL

Chairman Joseph Schaefer-Present

Vice Chair Craig McNamara-Present

Commissioner Bud Fawcett-Present

Commissioner Jim Stewart-Present

Commissioner Jonathan Gibson-Present

Commissioner Tyler Meskers-Present

Commissioner Bill Graupp-Present

3. CONSENT AGENDA

a) Planning Commission Minutes – February 6, 2024

Commissioner Jim Stewart moved to accept the Consent Agenda, Commissioner Jonathan Gibson seconded, and the motion carried.

4. VISITORS-NA

5. CORRESPONDENCE-NA

6. NEW BUSINESS-NA

7. HEARING

Type II Home Occupation (HO 24-01)

Chair Joseph Schaefer provided instructions for the public hearing, and City Planner Curt Fisher gave a Staff Report. Following conversation among Planning Commissioners and with the City Planner, the applicant spoke and noted his interest in formally pursuing a city business license toward securing a dealer's license to buy-sell more than ten cars in a year. There was concern expressed for the precedent set by allowing one auto dealer in a residential zone as well as the challenge of enforcing conditions of approval. The applicant stated his position in favor of the auto home occupation business. Commissioner McNamara mentioned the applicant has run this business for the last five years, has not upset his neighbors and spoke with them beforehand to ensure this business could work, and is following the rules. Limiting the business to one car and client per week would set a limited

precedent in the future. Additionally, McNamara noted, if the business concept did not work out in a worst-case scenario, the Planner Commission could revisit this decision.

Commissioner Graupp motioned to approve the Home Occupation (HO 24-01) permit for an auto resale business as determined by the Planning Commission, stating how the application satisfies all the required criteria with the revision to criteria #3 with one customer at a time and adding new condition #8 that the inventory shall be limited to one vehicle at any time, and all other conditions as needed. That motion was seconded by Commissioner Stewart and carried. None opposed, and Commissioner Bud Fawcett abstaining.

Chair Schaefer closed the public hearing at 7:37pm.

8. OLD BUSINESS

a) Airport Land Use Update

The Court of Appeals will issue its decision tomorrow morning on the 2012 master plan Administrative Procedures Act (APA) case. If the city wins, in a couple of months the Court of Appeals will send the case back to the Circuit Court for consideration of the case on the merits.

The next airport master plan public advisory committee meeting will be held on Tuesday, March 12, 5pm, only on Zoom. Registration for the meeting is through the Oregon Department of Aviation (ODAV) website. The agenda for that meeting is a review of the first three chapters of the new master plan.

a) Economic Opportunities Analysis

Chair Schaefer asked the City Recorder to prepare Zoom details for the upcoming Economic Opportunities Analysis Technical Advisory Committee (TAC) meeting on Monday, March 18, 3pm. Schaefer will send this and an agenda from the consultant out to participants.

Chair Schaefer noted that the boat storage application was withdrawn and was not on the agenda for this evening's meeting for that reason. The Buildable Lands Inventory (BLI) has been revised to indicate that property is vacant.


a) ADJOURN

Chair Schaefer adjourned the Planning Commission meeting at 7:58pm.



Joseph Schaefer, Chair

ATTEST:



Stuart A. Rodgers, City Recorder

Aurora Parks Committee Meeting

Thursday, March 21st, 2024, at 7 P.M.

Video Conference Meeting

1. CALL TO ORDER OF THE AURORA PARKS COMMITTEE MEETING

Meeting called to order at 7:02pm

2. ROLL CALL

Members present: Andrew, Marilee, Emma

3. VISITOR

None

5. AGENDA

- February Minutes Approval

Andrew motioned to approve the February minutes, Marilee seconded.

- Opens

None

- In-person meeting venue update

Andrew spoke to Stuart about having in person meetings at the Aurora City Hall. There's a key and code required to enter the building, for security reasons it would be difficult to obtain permission to meet there. Andrew suggested holding our meetings for the spring/summer months at Main Park, weather permitting. Marilee mentioned that the committee used to be listed on the Aurora Colony Times Newsletter, she will reach out to them to see if we can be listed on the newsletter again, in the hopes of recruiting some more board members or public visitors. Emma suggested we advertise our next meeting in the I Love Aurora Facebook page to attract public members and people interested in joining the board.

- Main Street Park
 - Hazard tree removal and preventative pruning

Rick proposed we use the leftover city funds to undertake a pruning/tree

maintenance project in Main Park, and he emailed Mark to propose this idea. Andrew will check in with Rick before the next meeting to see if he received a response from Mark on this proposal.

- Sourcing trees for this year

Andrew suggests that we all select three tree species we'd be interested in planting at Main Park. Next meeting we will share our preferences and decide which tree species to plant and craft a planting plan. Then we can look into sourcing trees.

- North side of park planting plan

Will be discussed at the next meeting, when we can observe the site and determine a plan.

- Aurora Mill Park

- Restoration update

Ash Creek will be scheduling a spray of invasive species sometime in the next few months, we should aim to schedule our volunteer event before that spray takes place so volunteers aren't exposed to herbicide.

- Volunteer work party

Andrew suggested May 4 as a tentative date for the event. Emma will check to see if there are any other events happening in Aurora on this day, and if not, we will proceed. Activities will include an ivy pull and mulching around new plantings with wood chips currently located in the parking lot. Emma and Andrew will provide wheelbarrows and 5-gallon buckets, attendees should bring gloves and water/snacks. We will announce the event 4 weeks prior, with weekly reminder updates via the I Love Aurora FB page, and possibly also hanging flyers around town. Marilee will ask if the Aurora Colony Times will announce the event as well.

- City of Canby recycled construction materials

No update.

- Improved street tree program ideas

- A good opportunity to partner with neighboring cities to improve how street trees are planted using the Missouri Gravel Bed System.

After further research, Andrew believes that the Missouri Gravel Bed System is not a good fit for the City of Aurora, due to the need for regular irrigation. However, he will still discuss it with Mark, as it might be helpful information for other cities in the area.

- Student Committee Member

- Interest update

No update.

7. ADJOURN

Meeting adjourned at 7:36pm.

Minutes
Aurora Historic Review Board
Monday, December 11, 2023, 7 P.M.
City Council Chambers, Aurora City Hall
21420 Main Street NE, Aurora, OR 97002

STAFF PRESENT: Stuart A. Rodgers, City Recorder

STAFF ABSENT: None

VISITORS PRESENT: None

1. CALL TO ORDER OF THE AURORA HISTORIC REVIEW BOARD MEETING

Chair Jan Peel called the meeting to order at 7:03pm.

2. ROLL CALL

Chair Jan Peel-Present

Member Gayle Abernathy-Present

Vice Chair Julie Sixkiller-Present

Member Richard Goddard-Absent

3. VISITORS-NA

4. CONSENT AGENDA-NA

5. CORRESPONDENCE-NA

6. NEW BUSINESS

a) Project Application Greenhouse @ 21358 Hwy 99e (Tim Corcoran)

It was noted that the structure's door faces Main Street, will be painted the color of the house on the same lot, and there will be a gothic look with rounded edges at the top of the door.

Vice Chair Julie Sixkiller moved to accept the proposal for the greenhouse at 21358 Hwy 99e as presented on Tim Corcoran's proposal. The motion was seconded by Chair Jan Peel and passed.

7. OLD BUSINESS-NA

8. ADJOURN

Chair Peel adjourned the meeting at 7:08pm.



Jan Peel, Chair

ATTEST:



Stuart A. Rodgers, City Recorder

Minutes
Aurora Historic Review Board
 Tuesday, February 27, 2024, 7 P.M.
 City Council Chambers, Aurora City Hall
 21420 Main Street NE, Aurora, OR 97002

STAFF PRESENT: Stuart A. Rodgers, City Recorder

STAFF ABSENT: None

VISITORS PRESENT: Erik and Katie Larsen; Corina Kanen, Aurora; Kristi R. (Zoom)

1. CALL TO ORDER OF THE AURORA HISTORIC REVIEW BOARD MEETING

Chair Jan Peel called the meeting to order at 7:07pm.

2. ROLL CALL

Chair Jan Peel-Absent

Vice Chair Julie Sixkiller-Present

Member Gayle Abernathy-Present

Member Richard Goddard-Present

3. VISITORS-NA

4. CONSENT AGENDA

a) Historic Review Board Minutes – January 23, 2024

Motion by Member Richard Goddard to accept the HRB minutes, seconded by Member Gayle Abernathy, and passed.

5. CORRESPONDENCE-NA

6. NEW BUSINESS

a) 21611 Main St Mill Creek Market Sign Application

Following brief discussion with the applicant Katie Larsen, the HRB proceeded to the following:

Member Richard Goddard moved to approve the application for certificate of appropriateness for Mill Creek Market with the changes noted, including the freestanding sign not to exceed 8' from grade to top of sign and that the shape of the sign be either oval or rectangular. The motion was seconded by Vice Chair Julie Sixkiller and passed.

b) 21611 Main St Door Remodel Application

Following discussion, with the applicant, the HRB proceeded with the following:

Member Richard Goddard moved to approve the application for certificate of appropriateness for the Mill Creek Market door, contingent on receipt of written approval from the property owner and that the door be of a colonial style. The motion was seconded by Member Gayle Abernathy and accepted.

c) Discussion on Code Enforcement in the Historic District

Airport Road Fence Complaint – HRB Note for the Property File Record that Current or Future Owner to Abide by Code in Replacing Fence

The City Recorder will follow up with the owner of the above-referenced fence, sending a letter with the fence code as it applies to the current and future owners of this property. It was noted that the fence has not been finished yet. A copy of the letter will also be included in the property file.

d) HRB Member Recruitment

Corina Kanen introduced herself as a visitor interested in getting to know more about the Historic Review Board. It was noted that while the national historic rules govern Aurora, the city uses a Design Guide and Title 17 code specific to Aurora. It was noted that there are plans to update this guide. The CLG grant for this year was discussed toward funding some local projects including the restoration of a chimney and a re-roofing project. The process for recommendation to City Council was explained, and Kanen will consider this service opportunity and let the board know once she has considered some anticipated variation in her workload and how this may factor into her schedule.

7. OLD BUSINESS

a) 2024 Certified Local Government (CLG) Grant Application

A question was asked about the Emma Walk as to an update from when this CLG grant project completed last summer. The City Recorder will reach out to Jennifer at the museum to request an update at an upcoming HRB meeting on how the Emma Walk program is doing.

It would be nice to know who is buried at the cemetery, and signage off Ehlen Road for the cemetery was also discussed. This kind of project would be a following year (2026) venture with next year's CLG grant focus being on the Design Guide update as mentioned previously.

It was determined to add fence code as an item on March's HRB meeting agenda and to be looking ahead to reviewing sign code in coming months.


8. ADJOURN

Chair Peel adjourned the meeting at 7:57pm.



Julie Sixkiller, Vice Chair

ATTEST:



Stuart A. Rodgers, City Recorder

Correspondence

From: [Donald Kunz](#)
To: [Maletz Christoph](#)
Cc: [Aurora Colony Historical Society](#); [Recorder](#)
Subject: FINAL Plaque - 2024
Date: Monday, March 18, 2024 6:05:52 PM
Attachments: [Plaque final 2024.pdf](#)

Dear Christoph,

Attached is the PDF final text, for the bronze Kiel plaque. It contains the three changes we've discussed in both the English and German sections:

1. removal of BIRTHPLACE OF
2. name changed from WILHELM HEINRICH to HEINRICH WILHELM
3. addition of the "sponsored by" information: Aurora Colony Historical Society.

The Aurora Colony Historical Society met today and approved being the sponsor of the Kiel plaque - see the email below from Diane Kocher Downs, President.

Christoph, although we believe the German section has been correctly translated, please look it over carefully. Unless you see a mistake in the German section, I am authorizing Steinmetzbetrieb Jens Schäufole Bleicherode to begin making this bronze plaque with the image of Kiel created by Peter Genßler. Please keep me informed with its progress. We are all so very grateful for your ongoing dedication and support on this plaque.

Regarding the smaller stainless steel plaque with the QR code to be placed at the Kiel birth house location, it's important to locate a nearby German company to perform this work because there will very likely be other stainless steel plaques made to honor other important people and historical places within Bleicherode and hopefully they will all have QR codes too.

Faithfully, Donald

Begin forwarded message:

From: Diane Downs <dkdowns@gmail.com>
Subject: Re: Part 2 of 2: Plaque and News
Date: March 18, 2024 at 4:14:04 PM PDT
To: Donald Kunz <darkunz@me.com>
Cc: Recorder <Recorder@ci.aurora.or.us>

Donald—

The board of the Aurora Colony Historical Society is honored to be listed as a sponsor of the plaques in Bleicherode. The board voted unanimously in favor of this today. Thank you so much for your work and dedication in this effort.

Sincerely,

Diane Kocher Downs, President

HEINRICH WILHELM KIEL*

GEBOREN AM 18. MÄRZ 1812 IN BLEICHERODE

VERSTORBEN AM 30. DEZEMBER 1877 IN AURORA, OREGON, U.S.A.

SOHN VON

JOHANN ANDREAS WILHELM KIEL & JOHANNE ELEONORE STOLZE

GRÜNDER UND LEITER ZWEIER ERFOLGREICHER CHRISTLICHER GEMEINSCHAFTEN

IN BETHEL, MISSOURI, U.S.A. UND AURORA, OREGON, U.S.A.

*Sein Nachname änderte sich nach seiner Ankunft in den U.S.A. von Kiel zu Keil

Gespendet durch die Historische Gesellschaft von Aurora Colony, Aurora, Oregon, U.S.A.

HEINRICH WILHELM KIEL*

BORN 18 MARCH 1812 IN BLEICHERODE

DIED 30 DECEMBER 1877 IN AURORA, OREGON, U.S.A.

SON OF

JOHANN ANDREAS WILHELM KIEL & JOHANNE ELEONORE STOLZE

FOUNDER AND LEADER OF TWO SUCCESSFUL CHRISTIAN COMMUNAL SOCIETIES

IN BETHEL, MISSOURI, U.S.A. AND AURORA, OREGON, U.S.A.

*His surname changed from Kiel to Keil after arrival in the U.S.A.

Sponsored by the Aurora Colony Historical Society, Aurora, Oregon, U.S.A.

From: [Donald Kunz](#)
To: [Aurora Colony Historical Society](#); [Recorder](#)
Subject: Part 2 of 2: Plaque and News
Date: Friday, March 15, 2024 8:16:18 AM
Attachments: [Uebergabe Keil Medallion.pdf](#)

Diane, on this email, I am including Stuart as he may want to include the exciting news below in the Aurora Council minutes.

[Stuart, Part 1 of my email sent this morning to Diane was for ACHS to approve the text of the plaque at their Monday Board meeting.]

Diane and Stuart,

The plaque will also include an image of Kiel created by Peter Genßler, a well-known Bleicherode artist, [the β is pronounced like Gensler]. For that matter, the stonemason company referred to below is also located in Bleicherode. It's nice to know the creation of this expensive plaque helps the Bleicherode economy and is part of building the sister-city relationship.

Begin forwarded message:

From: "Dr. H.-Ch. Maletz" <info@dr-maletz.de>
Subject: News
Date: March 15, 2024 at 2:30:30 AM PDT
To: "Donald Kunz" <darkunz@me.com>

Dear Donald,

I've attached the handover protocol from Peter Genßler to the stonemason Jens Schäufole with the picture of the chosed final image for the plaque.

Jens Schäufole will give me the measurements of the stone in the next few days.

Yersterday I handed over the beautiful certificate of the SCI to Mayor Rostek. Her was very surprised and glad about it and he thanks you very much. In the evening the local council and the Mayor will present this good news.

The Mitteldeuscher Rundfunk (MDR), the Central German Radio, heard about the partnership between Aurora and Bleicherode and they were very interested. So they did a good radio show on the subject and they also want to continue to pursue the topic in the future. As a result of the radio contibution I received a few calls.

Did you decide the final text of the plaque now? We need it soon and must have a editorial deadline otherwise we won't finish on time.

Best regards,
Christoph

Bleicherode, den 16.01.2024

An: **Steinmetzbetrieb Jens Schüfele**
Industriestraß 4
99752 Bleicherode

Hiermit übergebe ich die Vorlage aus gebranntem Ton für eine Porträtplakette, ca. 12 cm, zur Herstellung eines Gusses zur Weitergabe an die Gießerei für den Gedenkstein für Wilhelm Keil/Kiel an Herrn Jens Schüfele.

Abbildung:



Bestätigt:

Datum, Unterschrift

Bestätigt:

Datum, Unterschrift



PGE Customer Price History

Overview

Over the past 10 years, total system price-per kWh has risen 4.2% based on compound annual growth rate (CAGR) and residential price-per kWh has risen 5.8%. Over this same time period Mid-Columbia energy prices increased 11.9%.

2014 to 2019

Customer price changes remained within a 3% range due to a drop in power costs.

- PGE invested in updating the system to better serve changing customer needs, including adding new capacity and energy resources including Biglow Canyon Wind Farm, Port Westward Generation Plant, Tucannon River Wind Farm and Carty Generation Plant.
- Natural gas prices fell across the U.S. due to increased production and more available resources for all utilities prior to the industry transition to intermittent, non-emitting power sources.

2020 to 2022

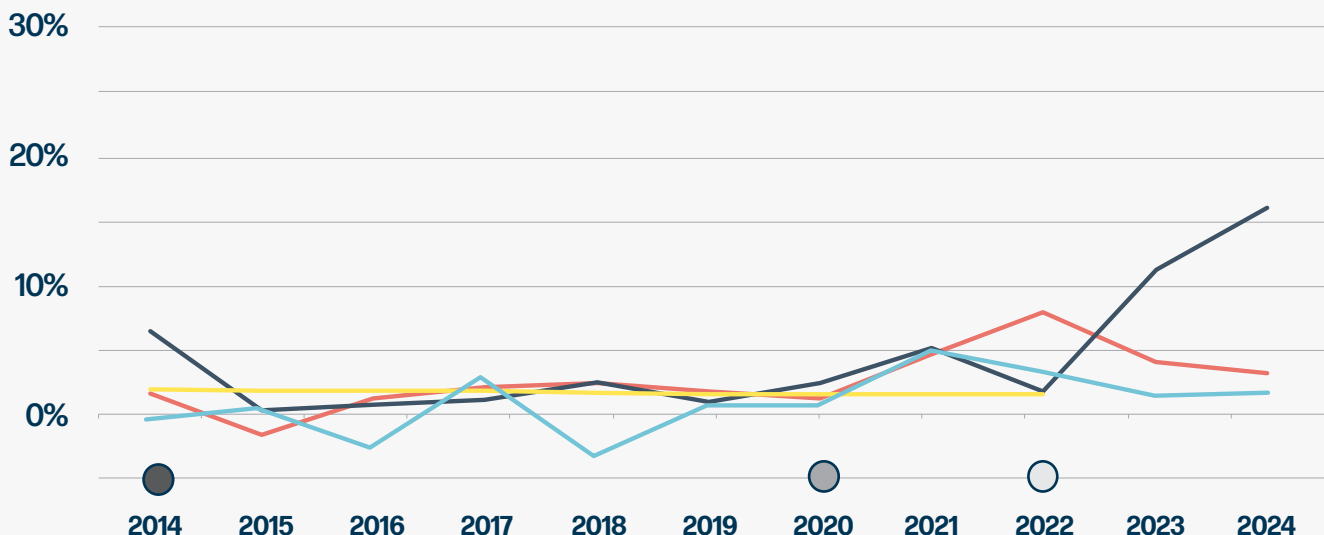
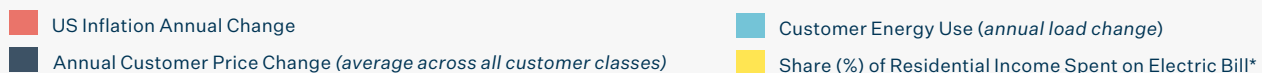
PGE did not ask for a full rate case during, or immediately following, the pandemic in 2020, 2021, or 2022 despite continued inflation.

- During this time inflation rates started to increase and PGE experienced two extreme natural disasters, the 2020 Labor Day wildfires and 2021 February ice storm.
- Through 2022, household income spent on electricity by PGE customers has not exceeded 2%.

2022 and beyond

PGE has experienced impacts of large inflation rates across the business coupled with rising power costs in the Mid-Columbia region while continuing to invest in important resource acquisitions and grid resiliency to meet customer needs and mitigate impacts of climate change.

- Forward market electricity prices increased 233% from 2021 to 2024, putting extreme upward pressure on net variable power costs.
- Additional macro-economic factors that have impacted PGE include rising insurance and interest rates and increasing materials and technology costs.
- Variable and more frequent extreme weather underscores the importance of wildfire mitigation activities, vegetation management and the need to harden and protect critical energy infrastructure.
- PGE continues to add clean energy assets to bolster resource adequacy and reliability, including Wheatridge Energy Facility - the first facility of scale to co-locate wind and solar generation with battery storage, making the clean energy future a reality in Oregon - as well as Clearwater Wind Facility and the Constable and Seaside batteries.

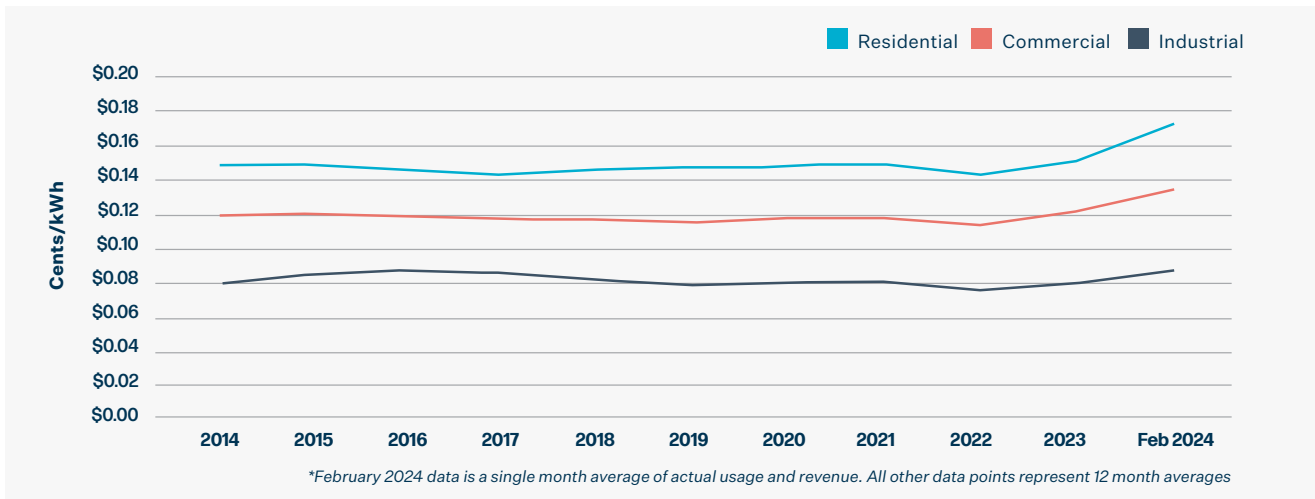


*data available through 2022



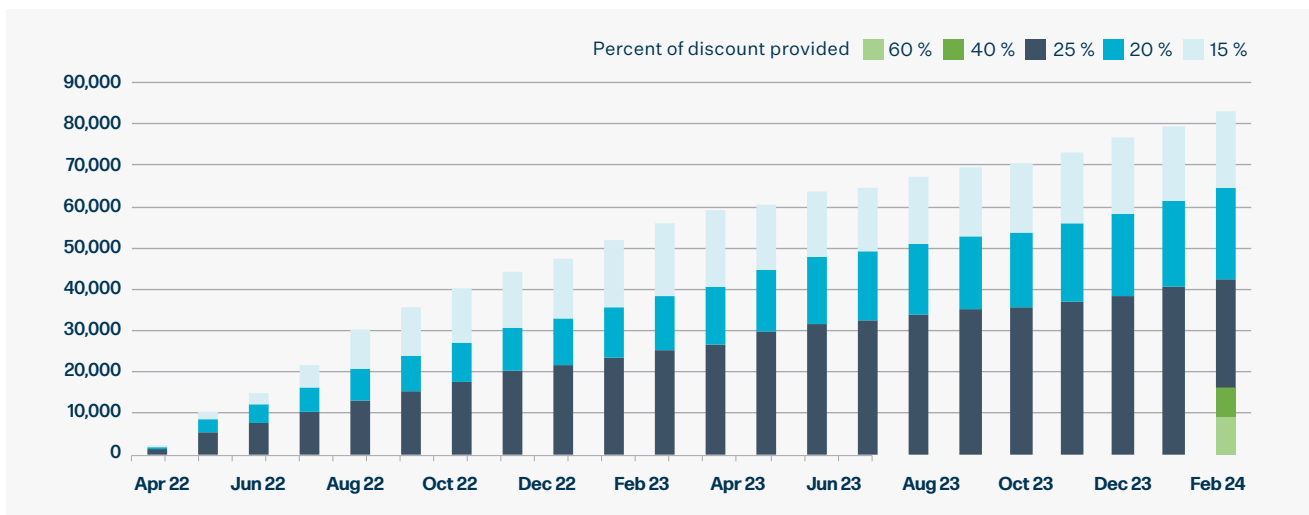
Average prices by customer class (adjusted for inflation)

2014 - February 2024*



Enrollment in PGE's Income Qualified Bill Discount program

At the start of 2024, PGE expanded its Income Qualified Bill Discount program (IQBD), offering up to a 60% discount. PGE was the first large utility in Oregon to provide income-based assistance when it launched the IQBD program in 2022, with initial discounts up to 25%.



Resources available for PGE customers



Income-Qualified Bill Discount program

- Discounts up to 60% based on household size and income



Payment help

- Payment extensions and equal pay program



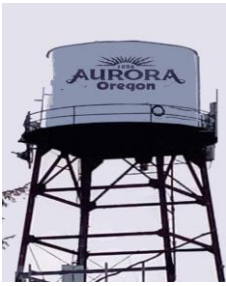
Energy Assistance Programs

- Between 2014 and 2024 PGE's public purpose charge (PPC) disbursement supported over \$120M in weatherization upgrades and electric bill assistance, including Low Income Home Energy Assistance Program (LIHEAP) and Oregon Energy Assistance Program (OEAP) funding, for income qualified households and delivered via Community Action Agencies.



Efficiency, Load Management & Weatherization support

- Energy Tracker tools to manage energy usage
- Energy Efficiency and Load Management incentives
- Weatherization assistance



AURORA EMERGENCY PREPAREDNESS LEADERSHIP AND PLANNING TEAM

TO: Aurora City Council

DATE: April 2, 2024

RE: AEP Update and Budget Request

The Aurora Emergency Preparedness Board recently approved both the Strategic Plan, Business Plan, and budget for 2024. The board has identified several items for the city council and budget committee's consideration during the upcoming budget meetings.

As our group continues to partner with the city for emergency response support, we are looking to secure at least one additional portable generator or small chain saw for the group's emergency cache. Should the budget committee approve funds for another generator this would provide three generators for distribution throughout town should we experience a significant power outage/major event. Another option would be to secure one or two small chainsaws to build out the small tools/equipment cache.

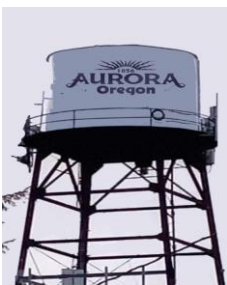
The generators would be available for our medically vulnerable residents to maintain oxygen tanks or protect refrigerated medications. While we do not know what part of town these residents live in or where the actual needs will be, ideally the generators would be designated for use throughout town; Keil Park, the town's mid-section, and residents living along Airport Road.

Other updates - Training events will be held in April and the fall for Neighborhood Captains and open to the community. Radio checks will be quarterly in 2024 and held in April, July, and October. Additional training opportunities will be promoted throughout the year for the community at large. The Shakey Ground Café event is on hold until later in the fall or spring of next year due to costs and funding needed to ensure a successful event.

Attached is a copy of the budget items for your consideration. Again, we appreciate your continued commitment to partnering with us in preparing our community at large.

Thank you,
Laurie Boyce, Emergency Services Coordinator
Aurora Emergency Preparedness

Enc: 2024 – 2025 Budget



**AURORA EMERGENCY PREPAREDNESS
LEADERSHIP AND PLANNING TEAM**

TO: Aurora City Council
 DATE: April 2, 2024
 RE: 2024 – 2025 Budget Request

These prices are from Canby Rental and Equipment on April 4, 2024.

Stihl MS170 16” Bar	2 of them (Price per each chain saw \$179.99)	\$359.98
Honda EL2001 Invert Generator 120V CO-M	1 Generator Requested	\$1,135.57
	GRANT TOTAL	\$1,495.55

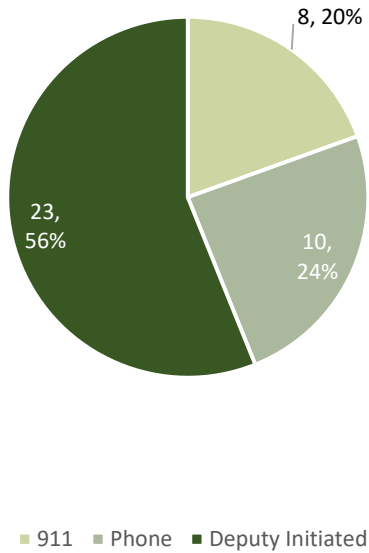
Thank you,

Laurie Boyce, Emergency Services Coordinator
 Aurora Emergency Preparedness

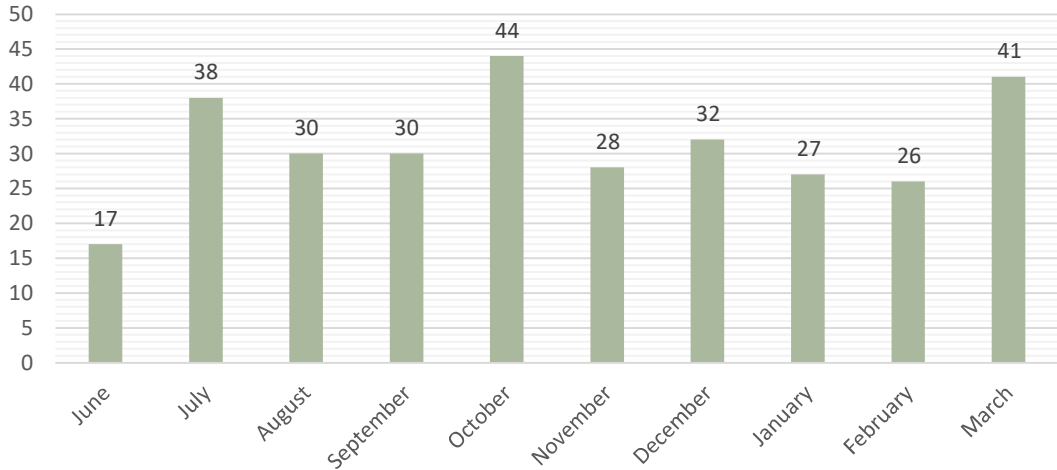
New Business

41 total calls for service

Calls for Service by Call Source - March 2024

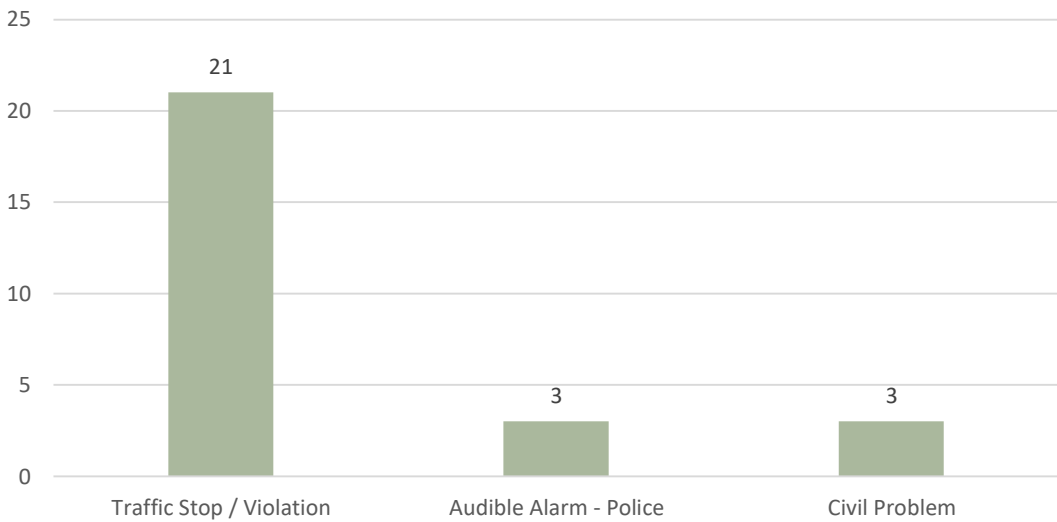


Calls for Service by Month - March 2024

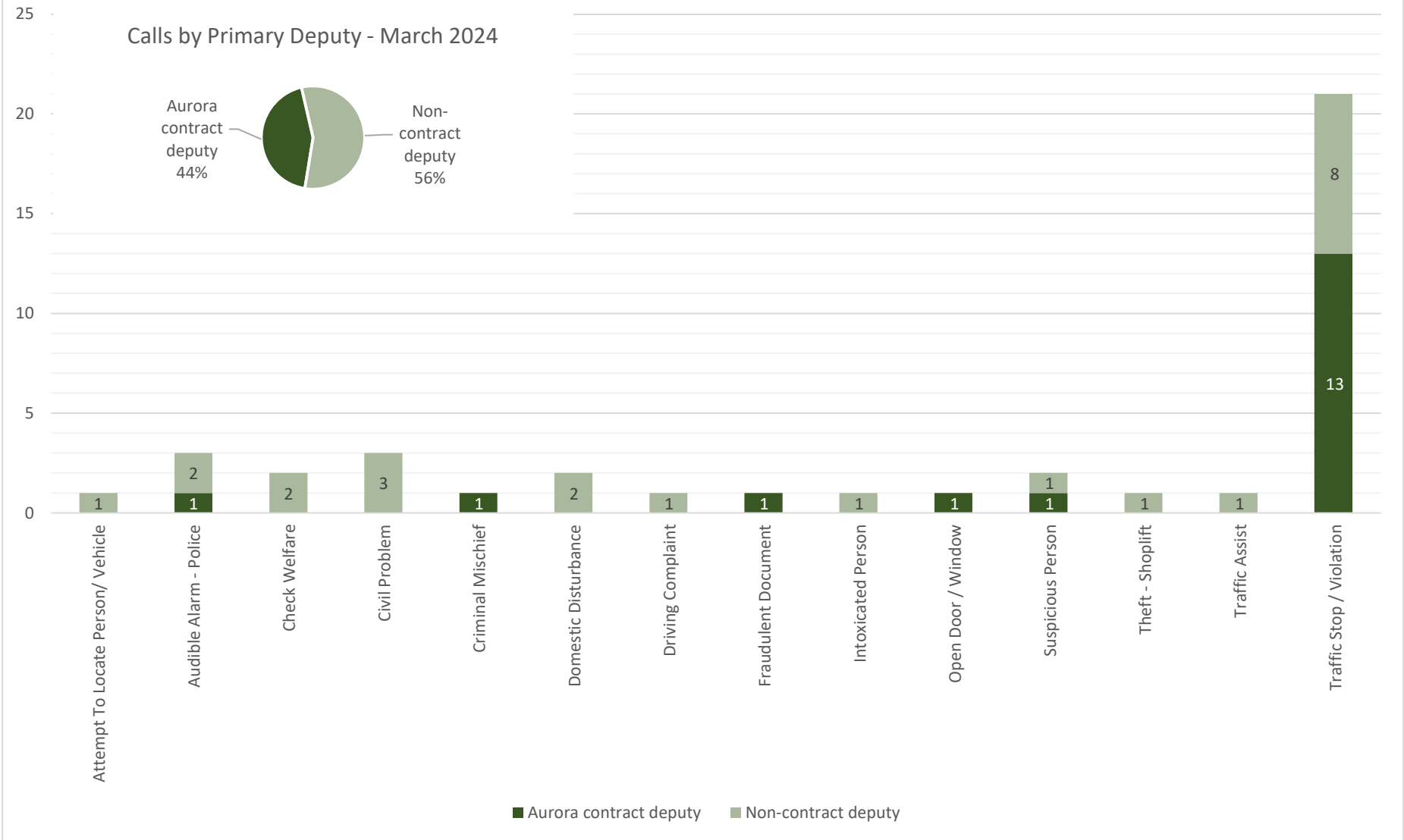


*June 2023 is the first full month for which data is available after the implementation of the new computer aided dispatch (CAD) system.

Top Calls for Service - March 2024



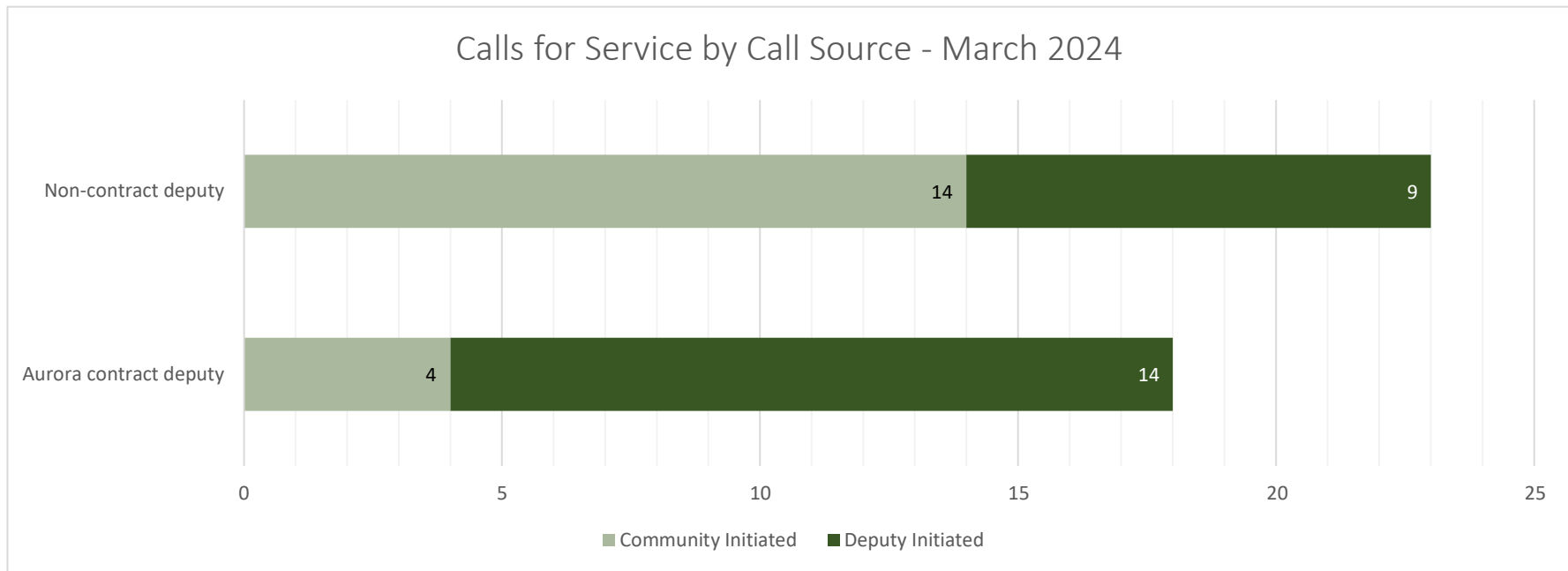
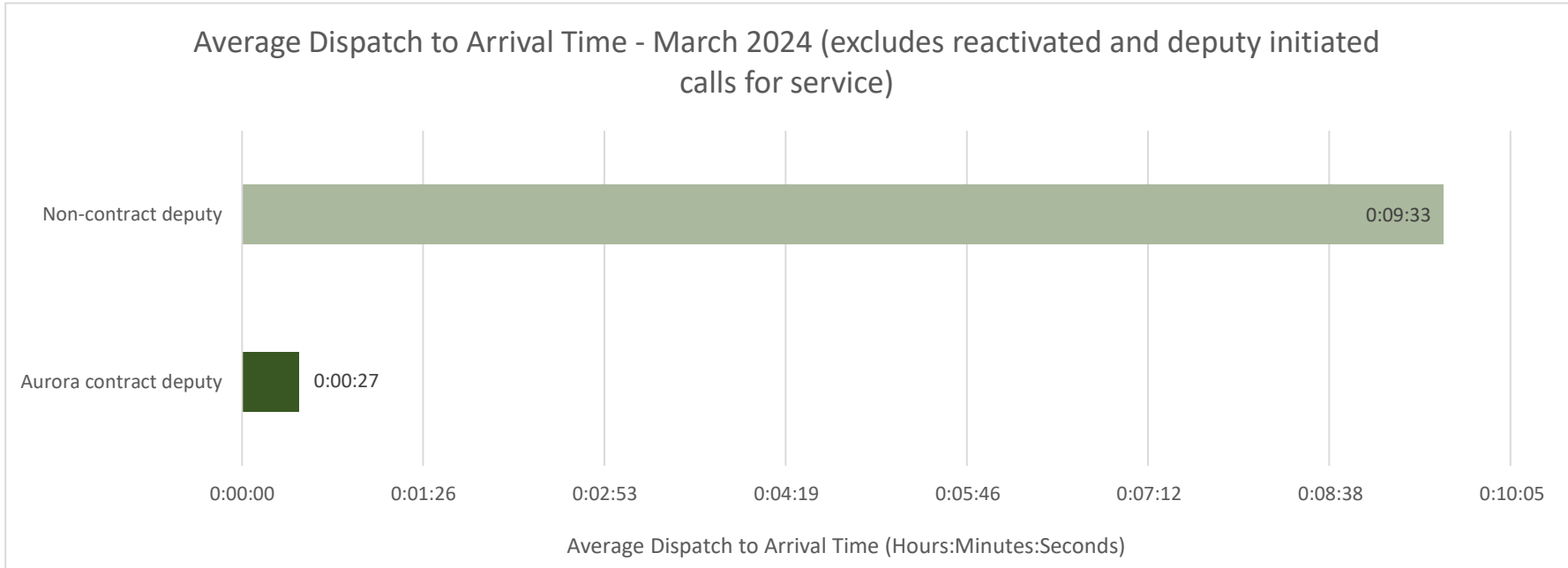
Call Type by Primary Deputy - March 2024

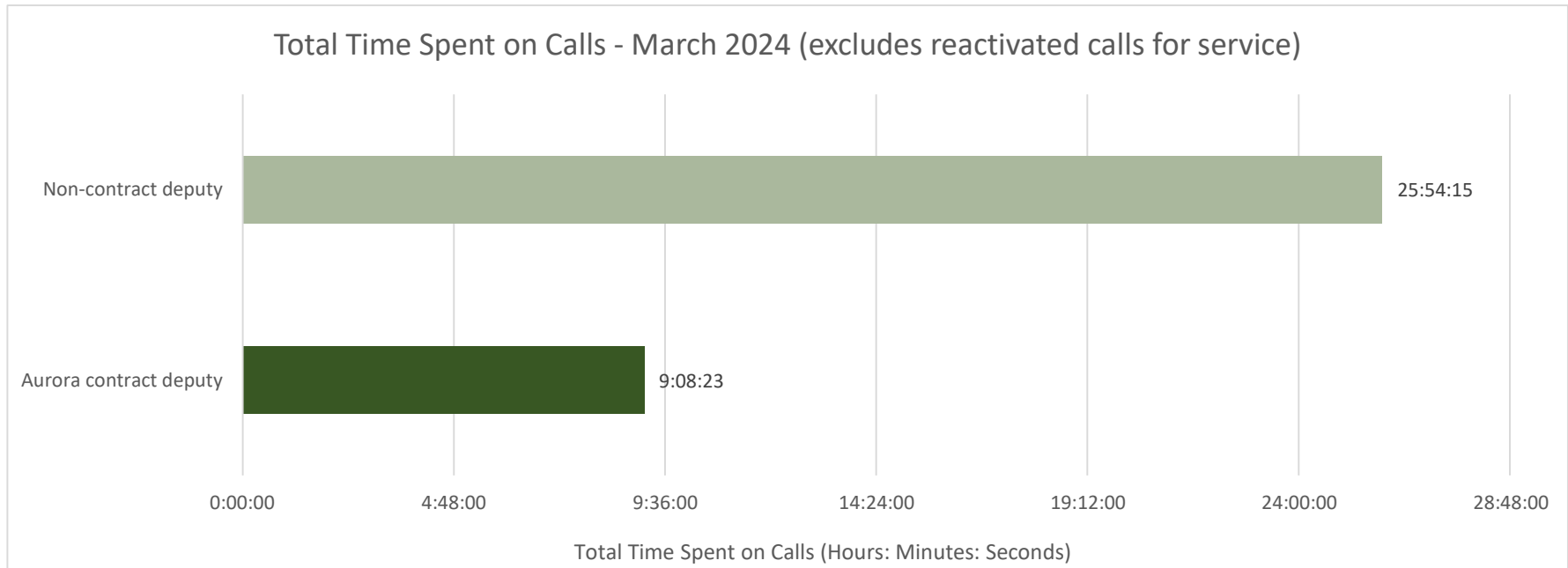
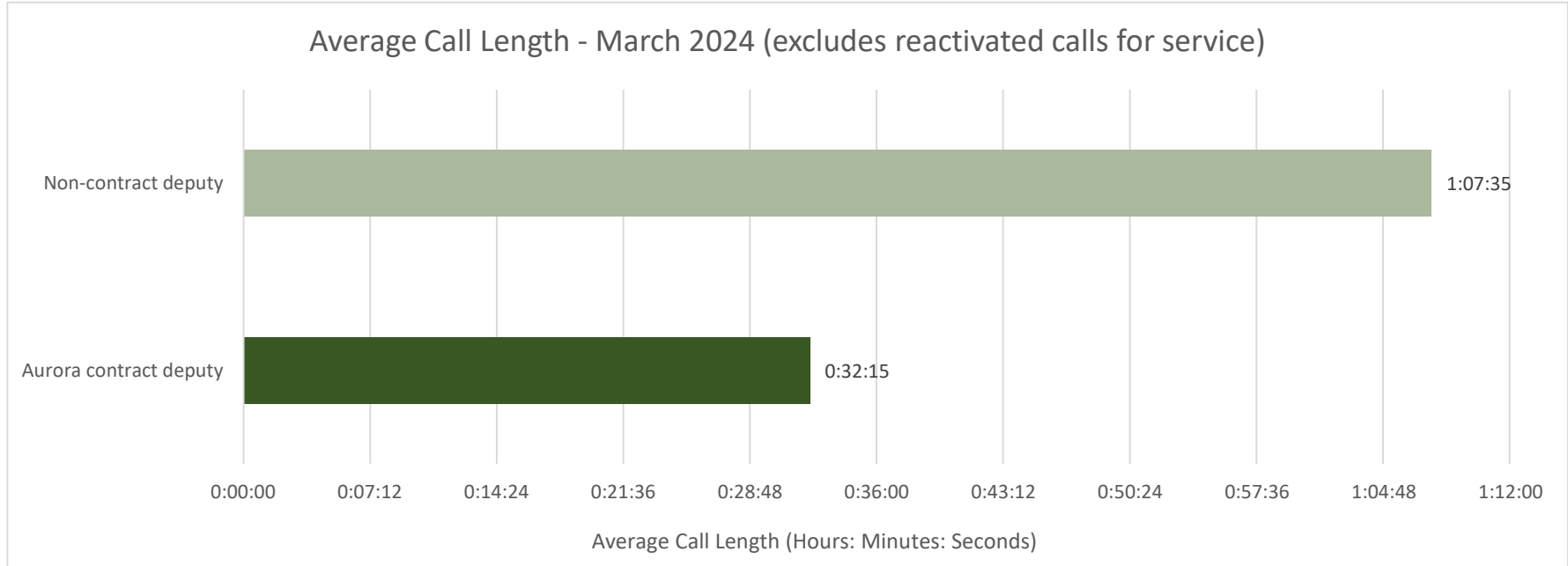


Incident Type	Sum of Mar-23	Sum of Mar-24	Raw Difference	% Change
Area Check	1	0	-1	-100%
Assist Other Agency	1	0	-1	-100%
Attempt To Locate Person/ Vehicle	0	1	1	-
Audible Alarm - Police	3	3	0	0%
Check Welfare	1	2	1	100%
Citizen Contact / Assist	3	0	-3	-100%
Civil Problem	1	3	2	200%
Criminal Mischief	0	1	1	-
Domestic Disturbance	1	2	1	100%
Driving Complaint	0	1	1	-
Follow Up	1	0	-1	-100%
Fraudulent Document	0	1	1	-
Hit & Run	3	0	-3	-100%
Intoxicated Person	0	1	1	-
Open Door / Window	0	1	1	-
Silent Alarm - Police	1	0	-1	-100%
Suspicious Person	0	2	2	-
Theft	2	0	-2	-100%
Theft - Shoplift	1	1	0	0%
Tow	1	0	-1	-100%
Traffic Assist	0	1	1	-
Traffic Stop / Violation	25	21	-4	-16%
Grand Total	45	41	-4	-9%

Calls for Service by Time of Day and Day of Week - March 2024

Time of Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
12:00 AM	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0
8:00 AM	0	1	1	0	0	0	0	2
9:00 AM	0	0	0	0	0	0	0	0
10:00 AM	1	0	0	0	1	0	1	3
11:00 AM	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	1	0	0	1
1:00 PM	2	3	1	1	0	1	1	9
2:00 PM	1	1	1	0	1	0	0	4
3:00 PM	0	0	2	2	0	4	1	9
4:00 PM	0	0	0	0	0	1	0	1
5:00 PM	0	0	0	0	0	4	0	4
6:00 PM	1	0	0	1	1	1	0	4
7:00 PM	0	0	0	0	0	0	0	0
8:00 PM	1	0	0	1	0	0	1	3
9:00 PM	0	0	0	0	1	0	0	1
10:00 PM	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0
Grand Total	6	5	5	5	5	11	4	41





Patrol Zone: SMS-AURORA

Month: March 2024

Total Calls for Service: 41

Print Date/Time: 4/2/24 8:06

*Note: One call for service can generate multiple incident numbers

Incident #	Incident Date	Incident Type	Call Source	Reactivated	Dispatch to Enroute	Enroute to Arrival	Dispatch to Arrival	Start to Close	Primary Unit	Primary Unit Beat	Deputy Type
2024-00010274	3/1/24 12:23	Theft - Shoplift	Community Initiated	No	0:00:00	0:00:00	0:00:00	2:54:07	A170	SMS02	Non-contract deputy
2024-00010280	3/1/24 14:04	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:05:34	A197	SMS-SALEM	Non-contract deputy
2024-00010285	3/1/24 14:20	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:06:10	A197	SMS-SALEM	Non-contract deputy
2024-00010291	3/1/24 14:44	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:08:41	A197	SMS-SALEM	Non-contract deputy
2024-00010294	3/1/24 14:51	Suspicious Person	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:36:48	A137	SMS-AURORA	Aurora contract deputy
2024-00010311	3/1/24 15:53	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:04:59	A137	SMS-AURORA	Aurora contract deputy
2024-00010312	3/1/24 16:01	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:04:48	A137	SMS-AURORA	Aurora contract deputy
2024-00010314	3/1/24 16:08	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:04:08	A137	SMS-AURORA	Aurora contract deputy
2024-00010317	3/1/24 16:33	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:03:22	A137	SMS-AURORA	Aurora contract deputy
2024-00010319	3/1/24 16:49	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:03:10	A137	SMS-AURORA	Aurora contract deputy
2024-00010510	3/3/24 12:00	Domestic Disturbance	Community Initiated	No	0:22:19	0:00:00	0:22:19	3:51:04	A159	SMS02	Non-contract deputy
2024-00010519	3/3/24 13:13	Civil Problem	Community Initiated	No	0:00:00	0:00:00	0:00:00	0:34:31	A159	SMS02	Non-contract deputy
2024-00010547	3/3/24 17:25	Civil Problem	Community Initiated	No	0:00:00	0:00:00	0:00:00	1:39:42	A159	SMS02	Non-contract deputy
2024-00010637	3/4/24 7:44	Domestic Disturbance	Community Initiated	No	0:00:00	0:00:00	0:00:00	3:50:48	A170	SMS02	Non-contract deputy
2024-00010681	3/4/24 12:21	Traffic Stop / Violation	Deputy Initiated	No	0:05:36	0:00:00	0:00:00	0:13:03	A137	SMS-AURORA	Aurora contract deputy
2024-00011109	3/6/24 12:02	Traffic Assist	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	1:24:10	A197	SMS-SALEM	Non-contract deputy
2024-00011196	3/6/24 19:21	Audible Alarm - Police	Community Initiated	No	0:00:00	0:00:00	0:00:00	0:10:35	A138	SMS01	Non-contract deputy
2024-00011318	3/7/24 11:48	Criminal Mischief	Community Initiated	No	0:00:08	0:00:00	0:00:00	5:22:20	A137	SMS-AURORA	Aurora contract deputy
2024-00011402	3/7/24 17:33	Driving Complaint	Community Initiated	No	0:00:00	0:00:00	0:00:00	0:23:32	A177	SMS-SALEM	Non-contract deputy
2024-00011547	3/8/24 17:26	Audible Alarm - Police	Community Initiated	No	0:01:23	0:00:26	0:01:49	0:42:16	A137	SMS-AURORA	Aurora contract deputy
2024-00011779	3/10/24 12:30	Open Door / Window	Community Initiated	No	0:00:13	0:00:00	0:00:00	0:29:28	A137	SMS-AURORA	Aurora contract deputy
2024-00012346	3/13/24 14:17	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:06:59	A197	SMS-SALEM	Non-contract deputy
2024-00012349	3/13/24 14:34	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:03:56	A197	SMS-SALEM	Non-contract deputy
2024-00012572	3/14/24 13:37	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:08:18	A197	SMS-SALEM	Non-contract deputy
2024-00012941	3/16/24 9:53	Civil Problem	Community Initiated	No	0:00:00	0:00:00	0:00:00	0:21:15	A170	SMS02	Non-contract deputy
2024-00012972	3/16/24 12:46	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:06:17	A197	SMS-SALEM	Non-contract deputy
2024-00013034	3/16/24 19:18	Attempt To Locate Person/ Vehicle	Community Initiated	No	0:04:42	0:00:00	0:04:42	0:36:56	A184	SMS02	Non-contract deputy
2024-00013115	3/17/24 9:09	Check Welfare	Community Initiated	No	0:01:18	0:17:06	0:18:24	2:13:29	A135	SMS02	Non-contract deputy
2024-00013297	3/18/24 12:26	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:25:32	A137	SMS-AURORA	Aurora contract deputy
2024-00013302	3/18/24 12:40	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:09:55	A137	SMS-AURORA	Aurora contract deputy
2024-00013314	3/18/24 13:15	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:04:49	A137	SMS-AURORA	Aurora contract deputy
2024-00013396	3/19/24 7:13	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:04:50	A137	SMS-AURORA	Aurora contract deputy
2024-00013460	3/19/24 12:50	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:03:52	A137	SMS-AURORA	Aurora contract deputy
2024-00013471	3/19/24 13:13	Fraudulent Document	Community Initiated	No	0:00:00	0:00:00	0:00:00	0:27:28	A137	SMS-AURORA	Aurora contract deputy
2024-00013484	3/19/24 14:09	Traffic Stop / Violation	Deputy Initiated	Yes	0:00:00	0:00:00	0:00:00	0:25:08	A137	SMS-AURORA	Aurora contract deputy
2024-00013487	3/19/24 14:21	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:07:35	A137	SMS-AURORA	Aurora contract deputy
2024-00014271	3/23/24 14:53	Audible Alarm - Police	Community Initiated	No	0:02:40	0:35:40	0:38:20	0:47:53	A173	SMS01	Non-contract deputy
2024-00015033	3/27/24 17:11	Suspicious Person	Community Initiated	No	0:00:00	0:00:00	0:00:00	3:33:00	A111	SMS02	Non-contract deputy
2024-00015111	3/28/24 9:26	Traffic Stop / Violation	Deputy Initiated	No	0:00:00	0:00:00	0:00:00	0:11:02	A197	SMS-SALEM	Non-contract deputy
2024-00015234	3/28/24 20:22	Intoxicated Person	Community Initiated	No	0:20:06	0:00:00	0:20:06	1:36:56	A133	SMS02	Non-contract deputy
2024-00015687	3/31/24 19:02	Check Welfare	Community Initiated	No	0:26:09	0:03:42	0:29:51	0:59:20	A184	SMS02	Non-contract deputy

Grant Agreement

2024 Certified Local Government (OR-24-04)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the "State" and:

City of Aurora
21420 Main St NE
Aurora, OR 97038

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended in writing, the Project shall be completed by 7/15/2025. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before the Project Completion Date. No Grant Funds are available for any expenditures after the Project Completion Date.
3. **GRANT FUNDS:** The State agrees to pay the Grantee a maximum amount of \$16,500 for costs authorized under this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
 - Attachment A: Scope of Work
 - Attachment B: Information required by 2 CFR § 200.331(a)(1)
 - Attachment C: Standard Terms and Conditions
 - Attachment D: Reporting and Payment – Historic Preservation Fund Grants
 - Attachment E: Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment C; Attachment D; Attachment B; Attachment E.

Contact Information: A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
Mercedes Rhoden-Feely City of Aurora 21420 Main St NE Aurora, OR 97038 MFeely@ci.aurora.or.us	Stuart Rodgers City of Aurora 21420 Main St NE Aurora, OR 97038 503-678-1283 recorder@ci.aurora.or.us	Kuri Gill Grant and Outreach Coordinator Oregon Heritage Oregon Parks & Recreation Dept 725 Summer St NE, Suite C Salem, OR 97301

Contractor or Sub-Recipient Determination: In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

Recipient is a sub-recipient; OR Recipient is a contractor.

5. SIGNATURES:

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

Date

Attachment A -- Scope of Work

2024 Certified Local Government Aurora- Zimmerman Chimney Rebuild/Giesy Store Roof (OR-24-04)

Grantee: City of Aurora

Grant Amount: \$16,500 **Match Amount:** \$1,900

Project Summary: Repair the chimney of the Zimmerman House and repair the roof of the Giesy Store building, both listed on the National Register in Aurora.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. Development

Contractor/Consultant	\$87,800
Total:	\$87,800
Total Project Budget:	\$87,800

WORK DESCRIPTION

1. Development

\$87,800

Products:

Repair the chimney of the Zimmerman House and repair the roof of the Giesy Store building, both listed on the National Register in Aurora.

Standards and Provisions:

- Properties must be on the National Register of Historic Places or contributing to a National Register district to qualify for rehabilitation project funding.
- Prior to starting the rehabilitation project, the grant recipient must submit complete development project packet for the project to SHPO and receive a signed packet. This should include current photos, historic photos and basic drawings, a description of materials and methods to be used, and a map of the location.
- Work cannot begin on the project until the development project packet is signed, the NEPA public comment period is complete and the National Park Service comment period is complete.
- The approved work plan should be used for requesting bids from contractors. Approved procedures for selecting a contractor must be followed, including obtaining at least three bids if the work is over \$10,000. The grant recipient must retain copies of all contracts with contractors for completing the work described in the work plan.
- Pass through grants to property owners require a signed preservation agreement before work begins.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and State Historic Preservation Office (SHPO) and National Park Service grant support. "Rehabilitation of [name of property] is supported in part by a Historic Preservation Fund grant administered by the National Park Service, Department of the Interior and the Oregon State Historic Preservation Office."
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

ATTACHMENT B
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in SAM): City of Aurora
2. Subrecipient's Unique Entity Identifier (SAM): HRL7LNJHJR78
3. Federal Award: P24AS00506
4. Federal Award Date: 10/1/2023
5. Sub-award Period of Performance Start and End Date: From 4/1/2024 to 7/15/2025
6. Total Amount of Federal Funds Obligated by the Agreement: \$16,500
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$16,500
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$16,500
9. Federal Award Project Description:
Repair the chimney of the Zimmerman House and repair the roof of the Glesy Store building, both listed on the National Register in Aurora.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service
 - (b) Name of pass-through entity: State Parks and Recreation, Oregon
 - (c) Contact information for awarding official of pass-through entity:
*Christine Curran, Deputy State Historic Preservation Officer
 State Historic Preservation Office
 Oregon Parks and Recreation Department
 725 Summer Street NE, Suite C
 Salem, Oregon 97301*
11. CFDA Number and Name: 15-904 Historic Preservation Fund Grants in Aid
 Amount: \$16,500
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0%

*For the purposes of this Exhibit, the term "Subrecipient" refers to the Grantee, and the term "pass-through entity" refers to State Parks and Recreation, Oregon.

Attachment C
Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** ORS 358.590 (3) authorizes the Oregon Parks and Recreation Department to award grants for heritage projects throughout Oregon.
2. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, 36 CFR 61.6 and Chapter 9 of the Historic Preservation Fund Grant Manual.
3. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
4. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties. Notwithstanding any other provision to the contrary, if Grantee seeks any changes in either the Project Scope or the Project Budget (a “Project Change”) Grantee must obtain prior approval of State as specified below. The Grantee shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State’s approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:
 - a. Any significant change or reduction in the Scope of Work described in the Project Description of Attachment F (Project Application, including the Project description and project budget).
 - b. Any deviation from the original Project Budget set forth in Attachment F. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.
5. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grantee shall not deny benefits to or discriminate against any person on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, creed, and source of income or mental or physical disability, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
6. **Records Maintenance and Access; Audit:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
 - a. **Access to Records and Facilities.** OPRD, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior, or their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of OPRD, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real

property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.
- c. **Audit Requirements.**
 - i. Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantee shall, at Grantee's own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.
 - ii. Grantee shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and either State or State of Oregon.
7. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the CLG Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.
8. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased and any property on which development work was completed by Grantee as part of the Project services rendered by Grantee.
10. **Preservation Agreements and Covenants:** Development projects on historic properties are subject to a preservation agreement between Grantee and the State Historic Preservation Office.
11. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
12. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution

amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
14. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon the following:
 - a. OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - b. Grantee's compliance with the terms of this Agreement, including all Attachments; and
 - c. Grantee's representations and warranties set forth in Section 15 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
15. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Grantee shall return all such unexpended funds to State within 14 days after the earlier of expiration or termination of this agreement.
16. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of OPRD. Grantee has no right or authority to incur or create any obligation for or legally bind OPRD in any way. OPRD cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of OPRD, as those terms are used in ORS 30.265, and shall not make

representations to third parties to the contrary.

17. **Representations and Warranties of Grantee.** Grantee represents and warrants to State as follows:
- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement, including all Attachments, or implied by law.

18. **Responsibility for Grant Funds:** Any Grantee of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantee's breach of the conditions of this Agreement, and shall, upon Grantee's breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantee of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
19. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
20. **Entire Agreement:** This Agreement, including all Attachments, constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other

provision. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

21. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
22. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
23. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
24. **Super Circular Requirements.** Grantee will comply with 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

Attachment D
Reporting and Payment – Historic Preservation Fund Grants

1. **Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement; Attachment A, Scope of Work; and the original Application included as Attachment F. The source of the Grant funds is the United States Department of the Interior, National Park Service. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid by Grantee. Grantee may request reimbursement as often as quarterly for costs accrued to date. A progress report submitted to OPRD's online grant management system is required with each reimbursement request. The Grant Funds shall be used solely for the Project described in Attachments A and F and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to the terms of this Agreement.
2. **State Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses including matching expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by July 15th of each year.
3. **Reimbursement Terms:** The total estimated project cost is included in the grant agreement. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed the amount awarded in the grant agreement, whichever is less, for eligible costs of work completed. Grantee shall accept the Grant Funds and provide Match Funds for the Project as required by the grant.
4. **Progress Reports:** The Grantee shall report to OPRD regarding the status and progress of the project as follows:

For the year one period beginning April 1, ending June 30, 2024:	report is due July 15, 2024
For the year one period beginning July 1, ending November 20, 2024:	report is due December 31, 2024
For the year one/two period beginning July 1, ending June 30, 2025:	report is due July 15, 2025

Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.

5. **Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and Final Report.
6. **Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project to OPRD within 45 days of the Project Completion Date or the required deadlines, whichever is first. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

ATTACHMENT E
Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commencing 3/31/2023, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department ("OPRD"). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, either "tail" coverage or continuous "claims made" liability coverage must be maintained, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of : (i) the contractor's completion and Grantee's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided

under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

Old Business

City of Aurora Economic Opportunities Analysis Update

At the second Technical Advisory Committee Meeting on March 18, 2024, the consultant presented the trends analysis. Employment data was presented regarding growing and declining employment in different industry sectors in the past ten years, based on data obtained from the Oregon Employment Department. The committee members and visitors discussed the growth of industrial uses in the nearby cities of Canby, Woodburn and Wilsonville, and the potential for Aurora to capture some of this development.

Upon review of the Buildable Lands Inventory, it was noted that Aurora's surplus industrial land consists of small parcels located west of Hwy 99E. These parcels are too small for many users, and access to I-5 is constrained by the need to travel through the congested intersection of Hwy 99E and Liberty Street. The ideal parcel size for industrial development ranges from 30 to 50 acres. Some sites would be developed for single users, and others would be developed into business parks with multiple tenants. Approximately 190 acres of level ground in large parcels suitable for industrial development is located between the city and the Aurora State Airport.

The need for land uses in this area that are compatible with the Aurora State Airport was also discussed. In the area south of the runway many land uses are not appropriate, such as residential and public assembly uses. This area is suitable for industrial uses with low employment density such as warehousing. Outside the flight path, industrial uses with higher employment density that are not noise sensitive can be developed to serve as a buffer between the existing residential uses in the northwest portion of the city.

The committee assessed the economic development potential of this area given the convenient freeway access for freight mobility, level ground, and compatibility with the airport. Regarding urban infrastructure, the committee discussed the upcoming water and sewer upgrades that have been funded by the recent \$7 million city bond and the \$15 million allocated by the legislature. The projects include a 1.2 million gallon water reservoir in the northwest portion of the city, and upgrades to the sewage treatment plant to allow mechanical processing of wastewater.

The 190-acre area of land between the city and the airport is zoned EFU. Most of this land is in large parcels and ownerships. The TAC discussed the range of site types suitable for industrial employment uses likely to locate in this area. It also discussed the potential for existing industrial users to expand on their properties that are currently within the city limits along Hwy 99E.

The current industrial zone could be extended further south. However, the area between Hwy 99E and the railroad tapers to a point, and does not include medium or large parcels.

In assessing potential expansion of the city toward the airport to provide more industrial land, the costs of infrastructure will be substantial. The scale of water and sewer service would depend on the nature of the land uses. It was noted that the airport could benefit from supportive commercial uses, such as lodging and restaurants. That type of use requires more water and sewer than most industrial uses. Some industrial uses, such as food processing and industrial laundry do require large scale water and sewer service. The city would need to carefully evaluate and manage water and sewer capacity in determining the types of industrial uses that would be allowed if this area is annexed and connected to city services.

Annexing the 190-acre area together with the 300-acre airport area would create a uniform geographic area that would be efficient for providing services. If only select portions of these areas are annexed, this would result in a patchwork of city utilities and services that will be less efficient to develop, for both the private sector and the public sector alike.

The TAC is confident that there is adequate demand for industrial uses for the area between the city and the airport. This would require expansion of the UGB. It was noted that expansion of the city to include the airport would improve the water supply for firefighting at the airport. The airport and its adjacent private lands with aviation-related uses are approximately 300 acres. Thus, the total area between the current UGB and Arndt Rd on the north and Hwy 551 on the west is approximately 490 acres.

Annexing the airport and its adjacent private lands would allow for additional employment growth because that area currently lacks public water and sewer service. The airport area north of Keil Rd. lacks any vacant parcels larger than 20 acres, and thus is not able to meet ideal industrial site size of 30 to 50 acres. Moreover, it is best suited to aviation uses which can utilize the airport runway and related aviation facilities.

The 190-acre area is estimated to have capacity for 152 acres of buildable industrial land, after deducting 20 percent for right-of-way and related utilities. This would allow for three 30-acre sites, and a fourth site of 62 acres, depending on the final layout. Given the recent pace of industrial development in Canby and Woodburn, this area is likely to be fully developed over a twenty-year planning period.

The final step in the EOA process is to enact economic development implementation policies. At this point, the City Council should provide direction to the TAC regarding its interest in expanding the city to include the 490-acre area in order to provide additional areas for industrial development, and annexation of the airport. Then that direction will be the basis for the policy development and completion of the EOA, which will occur through City Council action later this year.

The key issues for the City Council are whether to expand the city to include the airport and its surrounding developed lands, and whether to include all of the 190-acre area in the expansion. When direction is provided on these issues, the implementation policies can be drafted for review and approval.

The Planning Commission considered these issues on April 3, 2024 and all seven commissioners recommend that the EOA include the full 490-acre area. One commissioner recommended that this area include two phases for planning purposes; with Phase 1 for the area from Keil Rd south, and Phase 2 for the airport areas north of Keil Rd.

Public Hearing

Staff Report April 9, 2024 Hearing on Exemption from Competitive Bidding Process for the Aurora Wastewater Systems Improvement Project.

Question: Should the City Council authorize an exemption to the competitive bidding process for the Aurora Wastewater Systems Improvement Project?

Staff Recommendation: Staff Recommends the City Council authorize an exemption to the competitive bidding process for the Wastewater Systems Improvement Project.

Authority:

All public contracts shall be awarded by competitive bid unless an exception exists that provides for an alternative to competitive bidding. (ORS 279C.335). There are explicit exceptions listed in ORS 279C.335(1)

In addition to the explicit exemptions, a local contracting review board can seek approval in a public hearing to award a public contract by means other than public bidding. To do so, the contract review board has to justify its decision with findings. (ORS 279C.335(2)-(6)).

Exemptions are allowed under ORS 279C.335 (2) providing the agency seeking an exemption follow the required procedures including preparing findings for the exemption.

Council Options:

City Council may authorize an exemption to the competitive bidding process for the Wastewater Systems Improvement Project based on the draft findings.

City Council may authorize an exemption to the competitive bidding process for the Wastewater Systems Improvement Project based on modifications to the draft findings.

City Council may disagree with the findings and direct staff to procure contracts under the competitive bidding process.

Potential Motions:

Move to approve the exemption to the competitive bidding process for the Wastewater Systems Improvement Project based on the draft findings.

Move to authorize an exemption to the competitive bidding process for the Wastewater Systems Improvement Project with changes to the draft findings.

Move to reject the draft findings and direct staff to procure contracts under the competitive bidding process.

Attachments:

Exemption Public Notice

Draft Findings for Exemption from Competitive Bidding

DRAFT FINDINGS FOR EXEMPTION FROM COMPETITIVE BIDDING

City of Aurora, Oregon

For Proposed

Wastewater System Improvements Project

Marion County



March 2024

Oregon Revised Statute (ORS) 279C.335(1) requires competitive bidding of public works improvement contracts unless specifically excepted or exempted from competitive bidding as provided under ORS 279C.335(2). Under ORS 279C.335(2), the City of Aurora Local Contract Review Board may exempt a contract from competitive bidding based on approval of two findings:

1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.
2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of Aurora.

In approving the finding under ORS 279C.335(2)(b), the Local Contract Review Board must consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract, all items outlined in ORS 279C.335(2)(b)(A-N).

This document presents information the City of Aurora Local Contract Review Board will consider in its approval of the findings to exempt the Wastewater System Improvements Project from competitive bidding and use a CM/GC method of delivery.

BACKGROUND

The City of Aurora owns and operates the Aurora Wastewater Treatment Plant (WWTP), which is nearing capacity. To best serve our community and increase capacity at the WWTP, the City plans to improve the WWTP with a new sequencing batch reactor (SBR), effluent storage lagoon, relocation of the influent screen, update to the chlorination disinfection system, and an upgrade of the Supervisory Control and Data Acquisition (SCADA) system. All improvements will be constructed at the City's property for the existing wastewater treatment facility.. Per Mutual Agreement Order with the Business Oregon, the City is committed to completing construction and commissioning of the new WWTP before December 31, 2026.

SUMMARY OF FINDINGS

In regard to ORS 279C.335, the City of Aurora Local Contract Review Board has considered the following two findings in its decision to exempt from the Wastewater System Improvements from competitive bidding:

1. *The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.*

Analysis: The City will select the CM/GC firm through a competitive selection process. The City will issue a Request for Proposals (RFP) in a manner that will attract competition from qualified firms through advertisement in the Daily Journal of Commerce and posting on the City's web site, or QuestCDN online plan center.

The Request for Proposals will attract proposers having the specialized knowledge, capacity, and skills for the project from within the state and the Pacific Northwest. A sufficient number of CM/GC firms are available to respond to the RFP. However, current market conditions may limit the number of firms that respond.

Pre-defined scoring criteria will be included in the RFP. Scoring criteria will be based on qualifications and experience of the firm related to the project components, complexity, and size; qualifications and experience of the proposed CM/GC team related to performance on similar recent projects; project understanding and approach; ability to achieve cost-reduction through value engineering; ability to self-perform portions of the work; safety record; financial standing; and pricing of services for Phase 1 (pre-construction services and guaranteed maximum price development) and markup on the cost of work in Phase 2 (construction). Review of proposals and scoring will be performed by City staff with the assistance of the consulting city engineer. Reviewers will follow the pre-defined scoring criteria.

Additionally, the contract between the City and the CM/GC firm will require portions of the work to be contracted by the CM/GC firm through receipt of competitive proposals. The CM/GC firm will be required to comply with the provisions of ORS 279C.337 for selection of subcontractors.

Finding: The process used by the City to select the CM/GC firm and the number of firms available to propose makes the exemption unlikely to encourage favoritism in the awarding of the public improvement project or substantially diminish competition for the public improvement contract.

2. *Awarding a public improvement contract under the exemption will likely result in substantial cost and schedule savings allowing compliance with timelines in the agreement between the City and Business Oregon; and other substantial benefits to the City of Aurora.*

Analysis: The project involves construction of a new sequencing batch reactor (SBR), effluent storage lagoon, relocation of the influent screen, update to the chlorination disinfection system, and an upgrade of the Supervisory Control and Data Acquisition (SCADA) system.

Awarding a contract to a qualified CM/GC contractor provides opportunity for the City to employ a contractor-led value engineering review of the design during development. The RFP procurement approach allows the City to select a CM/GC firm most capable of achieving the scope and any cost reductions and deliver a high-quality project within an agreed upon guaranteed maximum price and schedule.

The CM/GC contractor can provide realistic determination of costs and constructability issues that will allow cost-benefit decisions to be made by the City. The contracting method will allow alternatives to be reviewed in a team environment of City staff, the design engineer, and the contractor working in a partnership. During the process, the CM/GC's construction experience and knowledge will aid in early identification of effective measures to minimize risks. This partnering approach will likely reduce the need for change orders, claims, and delays, resulting in significant cost savings and delivery of quality facilities on time. It is likely that there will be a lower chance of disruption to the schedule by using the CM/GC approach.

Finding: Awarding the project to a CM/GC contractor under the exemption provides opportunity to achieve potential cost savings and other substantial benefits to the City. The City will be able to employ a contractor led value engineering review of the 30%, 60%, 90% and final designs; take advantage of collaboration between the City, design engineer, and the contractor; and take advantage of the contractor's knowledge and experience to manage risks and possibly reduce costs.

RESPONSE TO ITEMS UNDER ORS 279C.335(2)(b)

In approving the finding under ORS 279C.335(2)(b), the Local Contracting Review Board must consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract items outlined in ORS 279C.335(2)(b)(A-N). Information considered by the Local Contract Review Board related to each of these requirements follows:

(A) How many persons are available to bid:

Information considered by the Local Contract Review Board:

The City will select the CM/GC firm through a competitive selection process. The City will issue a Request for Proposals (RFP) in a manner that will attract competition from qualified firms through advertisement in the Daily Journal of Commerce, posting on the City's website, or QuestCDN online plan center.

The Request for Proposals will attract proposers having the specialized knowledge, capacity, and skills for the project from within the state and the Pacific Northwest. A sufficient number of CM/GC firms are available to respond to the RFP.

Some of the qualified CM/GC firms in the Pacific Northwest that may respond the City's RFP are listed below:

- Emery & Sons Construction
- J.W. Fowler Construction
- Rotschy, Inc.
- Slayden Construction Group, Inc. (now under MWH/Stantec)
- Stellar J Corporation

(B) The construction budget and the projected operating costs for the completed public improvement:

Information considered by the Local Contract Review Board:

The Engineer's Estimate values the cost of the project at approximately \$11,200,000. Operating costs shall be incorporated into the City's yearly budget and will be paid through sewer user fees.

(C) Public Benefits that may result from granting the exemption:

Information considered by the Local Contract Review Board:

The existing WWTP is undersized and unable to consistently meet permitted effluent quality standards. Construction of a new WWTP will enable the City to comply with permitted effluent quality standards and avoid penalties resulting from non-compliance.

Aurora is experiencing population growth and development within its sewer service area. Planning for major residential developments is already in progress, and nearly 1,000 new homes could be built within the next 2 to 3 years. The Aurora WWTP is nearing capacity. To

support growth, the City needs to improve the WWTP soon to avoid a moratorium on new development. An exemption would accelerate the procurement and construction process and allow the plant to be constructed within the limited time frame allowed for by the grant funding.

(D) Whether value engineering techniques may decrease the cost of the public improvement:

Information considered by the Local Contract Review Board:

Granting the exemption will allow the City to select a qualified CM/GC firm to lead a value engineering effort using real-time pricing to determine best overall product and pricing to provide information needed to determine cost of the project.

The CM/GC can provide realistic determination of costs and constructability issues that will allow cost-benefit decisions to be made by a team of City staff, design engineer, and contractor working in a partnership. Contractor-led value engineering can decrease the cost of the project.

(E) *The cost and availability of specialized expertise that is necessary for the public improvement:*

Information considered by the Local Contract Review Board:

Construction of wastewater treatment plant improvements requires a highly skilled contractor with abundant experience in large wastewater treatment plant construction. A detailed plan will need to be generated by the contracting team to deal with issues such as construction sequencing to keep the existing plant in operation, coordination with the selected SBR supplier for installation of complex equipment, de-watering, excavation techniques, and worker safety.

(F) *Any likely increases in public safety:*

Information considered by the Local Contract Review Board:

It is important to build the project with safety foremost in the contractor's approach to ensure safe working conditions for the contractor, neighbors, and public that could be affected by the project.

The CM/GC procurement method allows actual safety performance and work on similar projects to be considered as a selection criterion. It also permits the City to work closely with the contractor to ensure that the design permits appropriate safety measures, that the contractor understands the City's safety concerns, and that the contractor will take appropriate steps to address them.

(G) *Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement:*

Information considered by the Local Contract Review Board:

Construction of the wastewater treatment plant requires significant excavation/shoring, work from elevated surfaces/platforms, chemical hazards, electrical hazards, work around heavy

machinery and significant equipment lock out tag out requirements, which may be encountered during all phases of construction. CM/GC contracting will allow the construction team to work together to determine the best means and methods to construct the project, remain OSHA-compliant and mitigate risks and hazards during construction.

Strict adherence to safety measures will be needed to protect the public and workers as this project is being constructed. The partnering relationship provided through a CM/GC delivery will provide opportunity for the City to work with the Contractor to ensure safety measures are followed and revised if needed to reduce the risk to the public.

(H) Whether granting the exemption will affect the sources of funding for the public improvement:

Information considered by the Local Contract Review Board:

The CM/GC Procurement method of Contracting is allowed through Oregon Revised Statute. Funding for this project is expected to be thorough the American Rescue Plan Act, City Sanitary Sewer Rates, and City Sanitary Sewer System Development Charges. All the above-mentioned funds allow for the CM/GC Procurement method to be used. Funding must be allocated by December 31, 2024 and spent by December 31, 2026.

(I) Whether Granting the exemption will better enable the City to control the impact that market conditions may have of the cost of and the time necessary to complete the public improvements:

Information considered by the Local Contract Review Board:

CM/GC Contracting has the benefit of allowing the selected contractor to solicit competitive bids for various aspects of the work (materials, labor, etc.) early in the project and coordinate construction activities among all resources to minimize construction risks and delays. The CM/GC contracting method will also provide for the City to procure major long-lead equipment prior to commencing construction to reduce schedule. The CM/GC method also allows the City to directly procure major equipment packages with the benefit of avoiding additional markup by the Contractor to reduce cost.

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvements:

Information considered by the Local Contract Review Board:

The technical complexity, limited time frame for construction, and overall length of the project requires a contractor that can work efficiently and be able to manage all aspects of the project. The CM/GC process will allow the City to acquire a highly qualified contractor with adequate staffing for the site supervision needed. As a result, it is more likely that the CM/GC firm can address the technical complexities and size of the project more effectively, in part because of their qualifications and adequate staffing.

- (K) *Whether the public improvement involves new construction or renovates or remodels an existing structure:*

Information considered by the Local Contract Review Board:

The project involves renovations of the existing wastewater treatment plant, and decommissioning and demolition of the existing wastewater treatment plant at a nearby site. The existing treatment plant will continue to operate and the new infrastructure will add treatment capabilities.

- (L) *Whether the public improvement will be occupied or unoccupied during construction:*

Information considered by the Local Contract Review Board:

The buildings included in the new WWTP will not be occupied during construction and will not be made available for the City's use until substantial completion of the project. The City will continue to staff/operate the existing WWTP during construction.

- (M) *Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions:*

Information considered by the Local Contract Review Board:

Construction of the project is expected to be completed in one phase. It is likely, that due to the length and complexity of the project, it will take about two years to complete. While construction will be completed in one phase, there will likely be an early equipment procurement phase of the project to mitigate for some of the specialty and/or long lead time equipment to not cause delays in the construction phase.

- (N) *Whether the City has, or has retained under contract, and will use city personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the City will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.*

Information considered by the Local Contract Review Board:

To support the City in the process, the City has selected Keller Associates to be the Design Engineer for the project. Keller Associates will assist the City while navigating the American Rescue Plan Act and daily construction activities due to the limited amount of City Staff available. Keller Associates will be subcontracted with Central Geotech (Geotechnical Engineering) to provide additional design and permit support for the project.

Keller Associates has recently and is currently participating as the engineer of record for public improvements using the CM/GC delivery method for other cities in Oregon. These projects have been successfully completed within budget and on schedule. Keller Associates has been able to partner with qualified contractors to perform value engineering, address risks, and reduce change orders, all which benefited the communities in which these projects were constructed.

The City's attorney and design engineer have reasonable experience in using the CM/GC delivery method.

CONCLUSION

The City of Aurora Contract Review Board can meet the requirements for exemption to the competitive bidding process as identified in ORS 279C.335 (2) for the Wastewater System Improvements Project. Use of the CM/GC alternative delivery method for the project allows:

- Use of the contractor led value engineering of the design with real-time construction pricing for the City to make judicious decisions with a tangible benefit to the City.
- Use of a delivery method that allows decisions to be made through a partnership between the City, design engineer, and contractor.
- A guarantee of the maximum price for construction to be issued following value engineering of the design.
- Competitive selection of suppliers, equipment, materials, and subcontractors with solicitations managed by a contractor knowledgeable of the marketplace and market conditions.
- Sufficient and qualified staff to manage the work site and subcontractors.
- Coordinated responsibility for a design that reduces risk and improves worker safety.
- CM/GC contract requires the Contractor and Design Engineer to consider project risks (i.e., cost, schedule, safety, permit compliance, maintaining WWTP service, and constructability).

**CITY OF AURORA
NOTICE OF PUBLIC HEARING
COMPETITIVE BIDDING EXEMPTION FOR BIDS**

Notice is hereby given that the City Council of Aurora will hold a public hearing to take oral and written comments on the City's draft findings in support of an exemption from competitive bidding under ORS 279C.335 for construction of a wastewater treatment facility.

The City is requesting the exemption from competitive bidding to allow the use of a procurement method that presents an alternative to the traditional low-bid method of contracting. The City in this instance must act promptly because of circumstances beyond the City's control but that do not constitute an emergency.

The project is located at 21494 Mill Race Road, Aurora, Oregon 97002.

The draft findings may also be viewed on the City of Aurora website:

https://www.ci.aurora.or.us/sites/default/files/fileattachments/public_works/page/17935/draft_cm_gc_findings_2024-03-07.pdf

Copies of draft findings may be obtained at a cost of 30 cents per page.

Public Hearing Information

Date: April 9, 2024

Time: City Council Meeting – 7:00 p.m.

Place: City Council Chambers: 21420 Main Street, Aurora, OR 97002

Comments must be submitted in writing by noon on Thursday, April 4, 2024 to be included in the City Council packet. Written comments received after noon Thursday, April 4, 2024 will be provided to City Council at the hearing. Any person may provide oral or written comments to the City Council at the April 9, 2024 hearing. Written comments should be addressed or emailed to:

Stuart Rodgers
21420 Main Street NE
Aurora, OR 97002
recorder@ci.aurora.or.us

Date of Publication: Tuesday, March 25, 2024, Daily Journal of Commerce

Ordinances, Resolutions and Proclamations

**CITY OF AURORA
RESOLUTION NO. 856**

**RESOLUTION ACCECPTING FINDINGS IN SUPPORT OF ALTERNATIVE
DELIVERY METHOD PROCUREMENT**

WHEREAS, On April 9, 2024, the City of Aurora Contract Review board held a hearing to consider procurement for its wastewater facility upgrade; and

WHEREAS, the result of the hearing was that the Contract Review Board accepted findings in support of alternative delivery method procurement; and,

WHEREAS, the Contract Review Board recommended to the City Council to accept those findings.

NOW THEREFORE, THE AURORA CITY COUNCIL RESOLVES,

To approve the exemption to the competitive bidding process for the Aurora Wastewater Systems Improvement Project based on the draft findings.

INTRODUCED AND ADOPTED this 9th day of April, 2024.

Brian Asher, Mayor

ATTEST:

Stuart A. Rodgers
City Recorder

Resolution Number 857

A Resolution Honoring Karen Townsend Upon the Occasion of Her Retirement

WHEREAS Karen Townsend has demonstrated exemplary and long-standing dedication, commitment, and tireless effort towards enhancing the historical significance of the City of Aurora; and

WHEREAS since moving to the City of Aurora in 1981, Karen has given her time and attention to maintaining its heritage, as a long-standing member of the Historic Review Board; and

WHEREAS as a Main Street merchant, presiding over her perfectly named shop, Time After Time, she was an energetic and imaginative advocate for all shops in the City of Aurora; and

WHEREAS Karen led the charge in winning grants for downtown development, including the flowering trees on Main Street, sidewalks on 99E and the very popular Emma Walks program; and

WHEREAS her leadership and innovative initiatives have played a pivotal role in addressing the vibrant retail environment of the downtown core; and

WHEREAS upon her retirement it is fitting and proper for the City Council of Aurora to formally acknowledge and express gratitude for Karen's outstanding achievements and unwavering dedication to the betterment of our community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Aurora hereby extends its heartfelt appreciation and gratitude to Karen Townsend for her invaluable contributions to our community; and

BE IT FURTHER RESOLVED that this resolution be duly recorded and presented to her as a token of our highest esteem and deepest gratitude for her exemplary service and commitment to making our community a better place for all.

INTRODUCED AND ADOPTED this 9th day of April, 2024.

ATTEST:

Mayor of Aurora, Oregon
Brian Asher

Aurora City Recorder
Stuart A. Rodgers

CITY OF AURORA
RESOLUTION NUMBER 858

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE
KELLER ASSOCIATES OWNER-CONSULTANT AGREEMENT
AND FOR THE EXPECTED EXPENDITURE FOR THE CITY'S
PAYMENT OF AMENDMENT NO. 1 TO THE KELLER
ASSOCIATES OWNER-CONSULTANT AGREEMENT

WHEREAS, Chapter X, Section 5 of the City Charter provides that contractual obligations or expenditures of approved budgeted funds for a single purchase in the excess of \$15,000.00 shall be authorized by resolution; and

WHEREAS, The City of Aurora requested that the Consultant provide Pre-purchase, Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout as part of the Wastewater Treatment Plant Improvements project; and

WHEREAS, the original agreement listed these as future services; and

WHEREAS, this Amendment No. 1 modifies the agreement to include Pre-purchase, Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout as outlined in Amendment No. 1; and

WHEREAS, Amendment No. 1 also updates the Project Management and Geotechnical Investigation tasks; and

WHEREAS, the quoted price for Amendment No. 1 to the Keller Associates Owner-Consultant Agreement is over the single purchase limit.

NOW THEREFORE, THE AURORA CITY COUNCIL RESOLVES, that the payment invoiced by Amendment No. 1 to the Keller Associates Owner Consultant Agreement in the amount of \$1,863,558 is approved for payment.

INTRODUCED AND ADOPTED this 9th day of April 2024.

Brian Asher, Mayor

ATTEST:

Stuart A. Rodgers City Recorder

Resolution Number 858

Amendment No. 1 to the Keller Associates Owner Consultant Agreement

Page 1 of 1



AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement:	<u>January 8, 2024</u>
Effective Date of this Amendment:	<u>April 9, 2024</u>
Owner:	City of Aurora
Consultant:	Keller Associates, Inc.
Project:	Wastewater Treatment Plant Improvements KA #222041, Task Order No. 11 Amendment

Nature of Amendment:

The City of Aurora requested that the Consultant provide Pre-purchase, Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout as part of the Wastewater Treatment Plant Improvements project. The original agreement listed these as future services. This amendment modifies the agreement to include Pre-purchase, Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout as outlined below. The agreement also updates the Project Management and Geotechnical Investigation tasks. The following scope of work assumes that the Project will be delivered by a CM/GC Contractor (CM/GC).

Description of Modifications:

The Consultant-provided services are hereby revised to include the following scope of work. This task also amends Task 1, Task 3, Task 5, Task 6, Task 7, Task 8, Task 9, and Task 10 included in the Agreement dated January 8, 2024.

TASK 1: PROJECT MANAGEMENT: Add the following:

“Consultant Responsibilities:

- 1.4 Progress Meetings. Conduct monthly progress meetings during the design phase, including the Owner, Consultant and CM/GC.
- 1.5 CM/GC Coordination. Coordinate with the CM/GC for general project efforts, including establishing lines of communication.
- 1.6 CM/GC Value Engineering Workshops. Participate in two (2) value engineering workshops with the CM/GC and City. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the City elects to include such alternatives, the Consultant will modify the design as appropriate to incorporate these changes as part of Task 6 efforts. It is anticipated that these workshops will occur as follows: first workshop shortly after CM/GC selection and second workshop at the 50% design level.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings. “

Assumptions:

- Add an additional 24 months to the project management task for a total of 28 months.
- Progress meetings will be a combination of in-person and Microsoft Teams meetings.”

TASK 3: GEOTECHNICAL INVESTIGATION: Add the following:*“Consultant Responsibilities:*

- c. Consultant will utilize the services of Central Geotechnical Services to complete additional geotechnical investigation as outlined in **Exhibit A.**”

TASK 5: PRE-PURCHASE: Add the following:*“Consultant Responsibilities:*

- 5.1. Equipment Pre-Purchase. Prepare technical specifications for SBR equipment, MCC and switchgear to detail materials, processes, and products to be used for pre-purchased equipment. Provide 90% draft specifications for Owner review.
- 5.2. Pre-Purchase Support Meeting. Participate in a workshop meeting with Owner to review 60% Pre-Purchase Package.
- 5.3. Agency Review. Engineer will submit the Pre-purchase documents to *funding agency and regulatory approval agency.*
- 5.4. Equipment Pre-Purchase Procurement Support. Assist the Owner and CM/GC during the procurement process for equipment by responding to technical questions from prospective suppliers. Review and evaluate submitted proposals and make a recommendation to Owner for selection of equipment.
- 5.5. Assist the Owner and CM/GC in negotiating final terms of the contract for supply of the pre-purchase equipment.

Owner Responsibilities:

- Review and provide one set of consolidated written comments on the deliverables. Participate in workshop meeting(s).
- Sign an agreement with CM/GC to proceed with purchase order for equipment purchase.

Assumptions:

- The owner desired pre-purchase equipment will be vetted as part of the pre-design. Once pre-purchase equipment is selected, it will not be changed. Changes to pre-purchased equipment are likely to alter the design, cause rework and be grounds to discuss a contract amendment.
- Selection of pre-purchase will be by Owner but will be competed directly by the CM/GC using the CM/GC's contract forms.
- Includes two pre-purchase packages. One for SBR Equipment and one for electrical gear.
- Assistance in pre-purchase procurement support includes up to three rounds of responding to questions.
- Assistance in negotiating terms includes up to two rounds of correspondence.

Deliverables:

- SBR procurement documents.
- Electrical gear procurement documents.
- Review of supplier response submittals.
- Memo regarding recommendation for award of the procurement contract.

TASK 6: FINAL DESIGN: Add the following:*" Consultant Responsibilities:*

- 6.1 Plan Sheets. Prepare general, survey, site civil, structural, architectural, plumbing, HVAC, mechanical, electrical, and instrumentation and control plan sheets for the site, sequencing batch reactor (SBR), effluent storage lagoon, lagoon pump station, relocated influent screen, grit removal system, UV disinfection improvements, upgraded return pumps, and yard piping. Instrumentation and control plan sheets will generally include a network layout drawing, piping, and instrumentation diagrams (P&ID), wiring diagrams, input/output schedule, and the instrumentation schedule. Coordinate location of screens, grit system, piping layout, spacing, electrical equipment, removal equipment, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances with the Owner. Prepare 50% and 90% review sets.
- 6.2 Specifications. Provide front end documents that will include standard bidding forms, contract forms, construction forms, and general conditions based on the 2018 edition of EJDCD. Incorporate Owner requirements, supplemental conditions, special provisions, and project constraints. Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of sequencing batch reactor (SBR), effluent storage lagoon, lagoon pump station, relocated influent screen, grit removal system, UV disinfection improvements, and upgraded return pumps. Prepare front end documents and table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 6.3 50% Design and Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting. The workshop meeting will include input from both the Owner and CM/GC. In addition to reviewing the drawings and specification, the purpose of the workshop is to identify with the CM/GC, potential cost saving alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings to incorporate these changes.
- 6.4 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting. The workshop meeting will include input from both the Owner and CM/GC. In addition to reviewing the drawings and specification, the purpose of the workshop is to identify with the CM/GC, potential cost saving alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings to incorporate these changes.
- 6.5 Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review. Building Department submittal will be prepared and submitted by the CM/GC.
- 6.6 Final Approval. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 6.7 Cost Review. Review the CM/GC 50% cost estimate and review the GMP at the 90% level.

Owner Responsibilities:

- Provide comments and input on the 50% and 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Pay power provider review and design fees, building permit fees, and other agency review fees as applicable.
- Abandonment of existing Aerated Lagoon, Disinfection Buildings, Irrigation Pump and Piping.

Assumptions:

- Meetings are virtual/online meetings.
- Project will not include irrigation or landscaping of the site.
- Extensive architectural features and architectural renderings are not to be included in the design.
- CM/GC will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans (if applicable), and secure associated permits. Shoring design (if required) will be designed by the CM/GC.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.
- Control design scope assumes that Consultant will be performing the integration services as part of the Engineering Services During Construction.
- The CM/GC process may identify design-related alternatives, including Value Engineering (VE) opportunities, constructability issues, and risk mitigation strategies that may require the Consultant to modify portions of the design that have previously been developed. The scope and magnitude of these design changes is unknown and will be evaluated on a case by case basis. If a design change is authorized by the City, the Consultant will prepare necessary documentation, including drawing and specification modifications, to implement the CM/GC recommendations. Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Where extensive redesign is identified, the Consultant will be entitled to seek additional compensation.
- Any construction cost estimates are provided by CM/GC. The CM/GC will develop and provide the Guaranteed Maximum Price (GMP) at the 90% level.
- CM/GC will present constructability and risk reviews and 50% cost estimate for review at the 50% Design Review Workshop.
- Once decisions have been made and incorporated into the design documents, additional effort resulting from changes to such decisions will be considered outside of the scope of work and will be eligible for additional compensation.
- Comments will be provided using the Consultant's comment log.
- CM/GC will produce hard copies as needed for bidding.
- One construction package will be prepared.
- CM/GC will submit a Guaranteed Maximum Price (GMP) to the City for review.
- Building permit submittal will be completed by CM/GC.

Deliverables:

- 50% design drawings and front-end specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and three 11"x17" hard copies.
- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and three 11"x17" hard copies.
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and three 11"x17" hard copies.
- Cost Estimate Review Comments at 50%
- GMP Review Memo."

TASK 7: SERVICE DURING BIDDING: Add the following:

"Consultant Responsibilities: The CM/GC will solicit bids from subcontractors to complete the Project construction. The Consultant will provide the following bid-phase services:

7.1 Respond to questions from bidding contractors to clarify the intent of the construction documents.

7.2 Prepare addenda/issue design clarifications to the bid documents.

Assumptions:

- One bid package will be provided to CM/GC.
- Number of bid processes will be determined by CM/GC. Consultant's scope includes up to three (3) subcontractor packages.
- Budget is based on preparing up to Three (3) addenda/design clarifications.
- Responses to questions and design clarifications will be submitted electronically.

Deliverables:

- Response to bidder questions.
- Up to three (3) addenda/design clarifications.

TASK 8: CONSTRUCTION PHASE SERVICES: Add the following:*"Consultant Responsibilities:*

This task includes the engineering services to support the Owner and CM/GC during the construction of the project. Consultant's level of effort during construction is often affected by the selected CM/GC. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As we initiate activities, it may become apparent some modifications to this scope are necessary due to changes in the CM/GC's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 8.1 Construction Contract Administration. Consult with Owner and act as Owner's resident project representative as defined in the Construction Contract Documents.
- 8.2 Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and CM/GC.
- 8.3 Pre-Construction Meeting. A pre-construction conference will be chaired and conducted by the CM/GC and attended by the Owner, the Consultant, all major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will review meeting agenda and minutes to be prepared and distributed to attendees by the CM/GC.

- 8.4 Construction Meetings. Attend onsite construction progress meetings once per month and a virtual meeting once per month with Owner and CM/GC. Review meeting agenda and subsequent minutes. Meetings to be held during periods of active construction.
- 8.5 GM/GC Schedule. Review CM/GC's proposed construction time schedule and critical path sequencing.
- 8.6 Submittals. Review submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify CM/GC techniques, sequencing, procedures, means or methods of construction or to safety precautions.
- 8.7 Test Results. Receive and review test results provided by the CM/GC and/or Owner. These test results are anticipated to include: soil, rebar, concrete, and asphalt test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 8.8 RFIs. Respond to requests for information (RFIs) from CM/GC or Owner and provide necessary clarification of Contract Documents.
- 8.9 Pay Requests. Review and recommend to Owner the CM/GC pay requests.
- 8.10 Change Orders. Review change order and work directive requests.
- 8.11 Field Orders. Prepare and issue field orders requiring minor changes in the work.
- 8.12 Substantial and Final Completion Inspections. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This substantial completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

TASK 8b: SCADA SERVICES

- 8.13 SCADA Programming and Support. Consultant will utilize the services of TAG to provide SCADA Programming, Support, and Control Panel Design as outlined in **Exhibit B**.

Owner Responsibilities:

- Review and process CM/GC pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Work will be performed by as one bid package by the CM/GC.
- Material testing services such as soil compaction, concrete, asphalt, steel, and pipe pressure will be provided by the Contactor. CM/GC shall also be responsible for specialty inspection services as outlined in the contract documents. CM/GC also responsible for construction staking.
- The budget assumes 16 months of construction.
- Budget assumes up to 90 submittals reviews, 30 resubmittal reviews, 40 RFIs, 6 field orders, and 3 change orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.
- Claims or legal support services, if required, will be provided as an additional service.

Deliverables:

- Two paper copies and one electronic copy in PDF format of the Contract documents and will be delivered to Owner.
- One paper copy and one electronic copy in PDF format of the Contract documents and will be delivered to CM/GC.
- Pre-construction meeting agenda and minutes.
- Submittal reviews.
- Substantial and final completion checklists.”

TASK 9: CONSTRUCTION OBSERVATION SERVICES: Add the following:*“Consultant Responsibilities:*

- 9.1 Construction Observation Services. Consultant will provide a Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the CM/GC’s work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the CM/GC is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

- Provide day-to-day construction observation. Alert Consultant of any concerns observed.

Assumptions:

- The budget assumes the construction schedule will be limited to 16 months and approximately 20 hours per week including travel to and from the site is being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened or if additional level of effort is required.

Deliverables:

- Copies of inspection logs or photos, upon request of Owner.”

TASK 10: PROJECT CLOSEOUT: Add the following:*“Consultant Responsibilities:*

- 10.1 Consultant will receive from the CM/GC an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, isolation), and a summary of recommended preventative maintenance activities.
- 10.2 The Record Drawings will be provided using the CM/GC maintained set of “Redline” drawings and will show locations of installed components of the Project as identified by the CM/GC. These Record Drawings will show significant changes made during construction. CM/GC drawings will be reviewed, noted and submitted to Owner as part of the O&M Manual.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide comments on draft O&M manual provided.
- Provide comments on As-built drawings from CM/GC.

Assumptions:

- The CM/GC will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.
- Record Drawings received and reviewed from the CM/GC will not be updated electronically.
- Startup services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.
- The budget assumes 2 months of project close out services.

Deliverables:

- Two 11"x17" paper copies and one electronic copy in PDF format of construction plans marked "Record Drawings".
- Two paper copies and one electronic copy in PDF format of the Operations and Maintenance Manual provided to the Owner.
- Provide one copy of the operations and maintenance manual to Agency for review."

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. The schedule below does not reflect equipment pre-purchase should the City elect to pursue this option. Actual schedule may vary:

Task	Schedule	Comments
Task 3 – Equipment Pre-Purchase	60 days	Equipment Pre-Purchase will be completed within 60 days of Owner approval of 50% Design
Task 6 – 50% Design Complete	75 days	50% Design Plans will be completed within 75 days after receiving PER approval from DEQ.
Task 6 – 90% Design Complete	120 days	90% Design Plans will be completed within 120 days after receiving Owner comments from the 50% review design meeting.
Task 6 – 100% Design Submission to Agency	60 days	100% Design Plans and Specifications will be completed and submitted to Agency within 60 days after receiving Owner comments from the 90% review design meeting.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated biannually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
<i>Task 1: Project Management</i>	LS	\$18,000	--	\$82,370	\$100,370
<i>Task 2: Surveying</i>	LS	\$8,080	--	--	\$8,080
<i>Task 3: Geotechnical Investigation</i>	LS	\$5,600	--	\$24,890	\$30,490
<i>Task 4: Preliminary Engineering Report (PER)</i>	LS	\$216,530	--	--	\$216,530
<i>Task 5: Pre-purchase</i>	LS	--	--	\$32,555	\$32,555
<i>Task 6: Final Design</i>	LS	--	--	\$866,920	\$866,920
<i>Task 7: Services During Bidding</i>	LS	--	--	\$32,140	\$32,140
<i>Task 8: Construction Phase Services</i>	LS	--	--	\$398,390	\$398,390
<i>Task 8b: SCADA Services</i>	LS	--	--	\$220,012	\$220,012
<i>Task 9: Construction Observation Services</i>	T&M	--	--	\$181,236	\$181,236
<i>Task 10: Project Closeout</i>	LS	--	--	\$25,045	\$25,045
Total		\$248,210	--	\$1,863,558	\$2,111,768

T&M = Time and materials; LS = Lump Sum

OWNER: City of Aurora

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
 Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Date: _____

Signature: _____
 Name: Larry Rupp
 Title: President
 Address: 100 E. Bower St.
 Suite 110
 Meridian, ID 83642
 Telephone: (208) 288-1992
 Date: _____



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Portland, Oregon 97223
503.616.9419
www.centralgeotech.com

February 23, 2024

City of Aurora
21420 Main Street NE,
Aurora, OR 97002

Attention: Mary Lambert (finance@ci.aurora.or.us)
Marc Guner (pws@ci.aurora.or.us)

Subject: (Revised) Addendum Proposal for
Supplemental Geotechnical Engineering Design Services
Aurora WWTP Improvements
Parcel 21494
Aurora, Oregon 97002

CGS Project No.: Aurora-1-01

INTRODUCTION AND PROJECT UNDERSTANDING

Central Geotechnical Services (CGS) is pleased to submit this revised version of the addendum proposal to Keller Associates, Inc. (Keller) and the City of Aurora (City) to provide supplemental geotechnical engineering services for the proposed Aurora Wastewater Treatment Plant Improvements project located on parcel number 21494 and two adjacent unnumbered parcels between Mill Race Lane NE and Mill Creek, approximately 0.6 miles southeast of Ehlen Road NE in Aurora, Oregon.

Currently, CGS is contracted with the City of Aurora to provide geotechnical engineering services for the project in accordance with the agreement dated November 6, 2023, and authorized November 7, 2023. A summary of the project is included in the original agreement. CGS completed a Geotechnical Engineering Report in accordance with the above referenced agreement and provided it to Keller in an email dated February 5, 2024.

While completing analyses of the original scope, potential seismic slope stability hazards were identified that could result in large slope displacements. Based on subsequent discussions with the project team in which CGS outlined these potential risks, it was determined that additional data and analyses that include more rigorous analytical methods to better define the seismic hazards at the site could potentially be of benefit to the project. Subsequently, CGS provided a proposal for additional services titled "*Aurora-1-01 GES Addendum Proposal 011624*" dated January 16, 2024.

Based on discussions with Keller during a project meeting on February 22, 2024, additional information relating to site layout and grading is now available that wasn't previously during preparation of the original Geotechnical report or the proposal for additional services. This information includes a conceptual effluent pond grading plan titled "*Aurora WWTP, Lagoon Prelim Design, 2024-02-20*" that was provided to us in an





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email on February 22, 2024. Based on the information provided to us, we understand that proposed effluent lagoon slopes were originally planned to be constructed with a 3:1 horizontal to vertical inclination. However, because of spatial constraints the team is now considering and evaluating potential options to utilize steeper slope inclinations to optimize design of the lagoon.

As such, CGS has been requested to update the proposed scope and fee for additional geotechnical services presented in our January 16 proposal to include additional slope stability analyses for the proposed potential grading configurations of the effluent lagoon. We have prepared the following scope and fee to include the additional slope stability analyses and the additional services originally proposed in the January 16 scope and fee. Additionally, we understand that the City may still be considering a slope stability assessment of the existing effluent lagoon on the north portion of the property. We have prepared a separate scope and fee for explorations and analysis relating to the existing effluent lagoon as an optional task (Task 2 Existing Effluent Lagoon).

SCOPE OF SERVICES

Task 1: Planned Facilities

The purpose of our supplemental services for the proposed project is to collect additional subsurface data with respect to soil and groundwater conditions at the site as a basis for completing more rigorous seismic slope stability analyses and developing geotechnical engineering recommendations for the project. The following scope is considered supplementary to the items included in the original agreement. Specifically, our scope of services includes the following:

1. Coordinate and manage a supplemental field investigation, including public utility notification and scheduling of subcontractors and Central Geotech' field staff. Public locates will be called in by our office as required by law. Additionally, we will coordinate for a private locate company to access the site.
2. Explore subsurface soil and groundwater conditions at the project site by completing 2 cone-penetration tests (CPT's) to final depths of 35-ft to 50-ft bgs east of the proposed SBR building and near the southeast end of the proposed effluent lagoon.

Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

3. Complete a site-specific probabilistic seismic hazard analysis (PSHA) to compute the firm-ground uniform hazard response spectrum (UHS) for the maximum considered earthquake (MCE) (i.e., 2 percent probability of exceedance in 50 years, 2,475-year return period).
4. Perform seismic hazard deaggregation for the MCE at the expected structural period(s) of interest and select a suite of horizontal seed ground-motion time histories representing the sources contributing to the total seismic hazard at the site.
5. Modify the time histories to approximately match the target rock outcrop MCE UHS.





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6. Complete sliding block analyses to provide estimates of permanent co-seismic lateral displacements along critical slope sections using modified time histories and coupled or decoupled analysis methods. The appropriate methodology will depend on conditions observed in supplementary site explorations.
7. Complete additional slope stability analyses for the proposed site configurations. We will complete simplified limit equilibrium slope stability analyses for up to 3 slope configurations. We anticipate that cross sections for the analyzed iterations will be provided to us by the project team.
8. Provide additional recommendations and conclusions relating to the inclination of effluent lagoon slopes based on the results of our explorations and additional analyses.

The results of our analyses and recommendations will be provided in an revised version of the geotechnical report that was prepared in accordance with the scope of the original agreement. Our work will be directly supervised by a geotechnical engineer licensed in the state of Oregon.

Task 2: Existing Effluent Lagoon (Optional)

The purpose of the optional Task 2 scope of work and budget is to collect subsurface data to define soil and groundwater conditions near the existing effluent lagoon to develop geotechnical engineering conclusions relating to slope stability. We have assumed that if this task is selected, the scope would be executed simultaneously to the services provided in Task 1. This would reduce overall cost by allowing for field data to be collected in a single mobilization. Specifically, our scope of services include:

1. Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in our files, selected geologic maps, and other geotechnical engineering-related information.
2. Coordinate and manage a supplemental field investigation, including public utility notification and scheduling of subcontractors and Central Geotech' field staff. Public locates will be called in by our office as required by law. Additionally, we will coordinate for a private locate company to access the site.
3. Explore subsurface soil and groundwater conditions near the existing effluent lagoon by advancing 1 (one) cone-penetration test to final depths of 45-ft to 55-ft bgs between the lagoon and the adjacent slope to the west.
4. Complete simplified slope stability analyses using limit equilibrium methods and provide a discussion and opinion relating to the stability of the existing slope. As part of our slope stability analysis, we will also perform empirical liquefaction analyses.

The results of our analyses for Task 2 would be presented in the geotechnical report that is being prepared in accordance with the original agreement, which is what we have assumed for budgeting purposes. If desired, we can prepare a separate geotechnical letter report detailing our analyses and conclusions but would require additional budget for separate reporting. Additionally, we have assumed that Newmark Analyses are not necessary for this task and have excluded them from this scope and fee.





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ASSUMPTIONS

In preparing this proposal, we have made the following assumptions with respect to the geotechnical investigation:

- We will be provided right-of-entry or access to the exploration locations.
- If Task 2 is selected to be authorized at this time, field work can be completed in a single mobilization simultaneously with the field explorations detailed in Task 1. Separate authorization and field exploration would require additional budget.
- Infiltration testing and pavement recommendations are not required or included in this scope and budget.
- A track mounted Cone Penetration Rig can adequately access the site.
- All explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or cost estimate.
- Installation of monitoring wells to measure static water groundwater is not included.
- Contaminated soils will not be encountered during our exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), we will stop drilling operations, notify you and discuss how to proceed.
- Task 2 services relating to the existing effluent lagoon do not include detailed Newmark sliding block analyses.

SCHEDULE, TERMS AND FEES

We are prepared to schedule field staff for geotechnical explorations immediately following authorization to proceed. Our fieldwork should take 1 day to complete, and our report will be available approximately 2 to 4 weeks after completing explorations. We will provide a verbal summary of our findings as the information becomes available to us.

Our scope of services, **excluding** optional Task 2, will be provided for a lump-sum fee of **\$14,950**. Our scope of services **including** Task 2, should it be selected, will be provided for a lump-sum fee of **\$19,400 (if completed together)**. All services will be provided in accordance with the General Conditions that are attached to and part of this proposal. Services requested and authorized in addition to the preceding scope of services will be provided in accordance with the attached Schedule of Charges.

LIMITATIONS

Our services are for the exclusive use of Keller Associates, Inc., the City of Aurora, and their authorized agents. There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than those listed above shall have the right to legally rely on the product of our services without prior written permission of CGS.





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Any Third Party requesting the right to place legal reliance on the instruments of service produced by CGS under this agreement shall be required to sign a Third-Party Reliance Letter. The provisions of the letter shall include a requirement for third party to agree to the same limitations in scope and any limitations in liability negotiated between CGS and Client in this Agreement.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by Central Geotech after the expiration date.

SIGNATURES

This proposal and the attached terms and conditions constitute the entire agreement between the parties. The client signature below indicates authorization to sign on behalf of Keller Associates, Inc., the City of Aurora, and their authorized agents.

Date: February 23, 2024

Date: _____

Central Geotechnical Services, LLC

Company Name: _____

Name and Title: Julio Vela, Principal

Name and Title: _____

Signature: 

Signature: _____





SCHEDULE OF FEES - 2024

CONSULTING SERVICES		
	Billed	Rate
Senior Principal	Hourly	\$284
Principal Engineer	Hourly	\$248
Principal Engineering Geologist	Hourly	\$238
Senior Associate Engineer	Hourly	\$227
Associate Engineer	Hourly	\$217
Project Manager II	Hourly	\$201
Project Manager I	Hourly	\$185
Engineering/Geological Staff III	Hourly	\$159
Engineering/Geological Staff II	Hourly	\$138
Engineering/Geological Staff I	Hourly	\$111
Senior Technician	Hourly	\$127
Field Technician II	Hourly	\$117
Field Technician I	Hourly	\$101
Senior Administrative Assistant	Hourly	\$106
Administrative Assistant	Hourly	\$95
Office Support	Hourly	\$90
Equipment / Other Services		
	Billed	Rate
Falling Weight Deflectometer	Daily	\$2,150
Ground Penetrating Radar, Vehicle Mounted	Daily	\$1,550
Global Positioning System (differential)	Daily	\$115
Dynamic Cone Penetrometer	Daily	\$120
Hand Auger	Daily	\$38
Drone Flight Services	Hourly	\$245
Drone Hardware & Flight Fee	Daily	\$160
Nuclear Densometer	Daily	\$85
Lab: #200 Wash	Each	\$140
Lab: Atterberg Limits	Each	\$250
Lab: In-Situ Dry Density and Moisture Content	Each	\$55
Lab: Moisture Content	Each	\$40
Lab: Proctor Moisture-Density	Each	\$380
Lab: Sieve Analysis ¾ inch to 2-inch max	Each	\$380
Lab: Sieve Analysis < ¾ inch max	Each	\$330
Lab: Sieve Analysis > 2-inch max	Each	\$560
Lab: Soil Classification	Each	\$45
Lab: Consolidation - two rebounds	Each	\$750
Lab: Specific Gravity of Coarse Aggregate	Each	\$155
Specialty Software	Each	\$250
Vehicle Usage, per mile (or \$75/day), whichever is greater	Mile	\$0.67

- Daily Fees for Drone, Nuclear Densometer and CGS Vehicles are only billed once daily per site per day.
- Construction observation incurs overtime outside of normal hours (M-F 7am - 5pm) and any time over eight hours/day.
- Staff time spent in depositions, trial preparation, and court of testimony will be billed at 2 times the listed rates.
- Construction observation incurs holiday overtime (two times standard rates) on holidays.
- Rushed laboratory testing (turnaround less than two days) will be invoiced at 1.5 times the indicated amount.
- Outside services will incur a management fee of cost +15%
- Administrative costs are at a rate of 15% of the total estimated site and laboratory costs.

GENERAL TERMS AND CONDITIONS

1. General. Central Geotech shall perform for Client the professional engineering services as outlined in the body of this Agreement. No additional services will be performed nor required of Central Geotech without the parties' written agreement.

2. Client's Responsibilities. Client shall provide Central Geotech all reasonable information as to Client's requirements for the Project, and designate a person to act with authority on Client's behalf for all aspects of the Project. Such person shall examine and promptly respond to Central Geotech's submissions and requests for information, and give prompt written notice to Central Geotech should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Central Geotech may reasonably rely on all information provided to it by Client.

3. Payment. Fees and other charges will be billed in accordance with the terms and conditions outlined in this Agreement. Refer to specific proposal language regarding projects that require payment in full up front, a retainer, or full payment prior to the release of signed deliverables. Central Geotech may increase its rates and fees provided that Central Geotech provides written notice to Client not less than 45 days before such price increase. Unless otherwise stated in the proposal language, for progress payments and time and expense projects, the amount of each billing will be due and payable 30 days after the date of such billing. Any portion of a billing not paid 30 days after the billing date will be delinquent and will bear a late fee of 9 percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Central Geotech, Central Geotech may cease performing work upon delivery of written notice to Client of its intention to do so. Additionally, Central Geotech may cease performing work under any other agreement as may then be outstanding between the parties. If Client's account is past due and referred to a third party for collection, Client will be liable for all collection costs and attorney's fees that may be incurred to collect payment in addition to fees owed. Payment plans may be considered on a case-by-case basis, under a separate agreement, signed by both parties.

4. Standard of Care. Central Geotech will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Central Geotech makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Central Geotech. No agent or representative of Central Geotech has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Central Geotech. At any time, Central Geotech may dissolve this contract if it is deemed that the project has not been in direct compliance with recommendations, payment has not been received, or any other questionable business practices such as ethical, environmental, safety, or other perceived risks are discovered during the course of the contract. Client acknowledges that the interpretations and recommendations made by Central Geotech are based solely on the information available to Central Geotech. Client agrees that Central Geotech has been engaged to provide technical professional services only, and that Central Geotech does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

5. Termination.

5.1 Termination on Breach. Should either party commit a material breach of any obligation hereunder, the other party may terminate this Agreement upon 30 days' written notice to the other party. Such notice shall state in reasonable detail the breach upon which termination is based. Termination will not occur and the breaching party will not be liable for any further remedy if such breach is cured within the 30-day period.

5.2 Insolvency. If a party is adjudged insolvent or bankrupt; or upon the institution of any proceedings by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency; or upon the appointment of a receiver, liquidator or trustee of any of a party's property or assets; or upon

the liquidation, dissolution or winding up of a party's business, then this Agreement may immediately be terminated by the other party upon written notice to the insolvent party.

5.3 Termination for Convenience. Either party may terminate this Agreement for convenience without penalty at any time upon (seven (7) days' written notice to the other party. If Client terminates this Agreement, Central Geotech will be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at Central Geotech's discretion, said termination charge not to exceed ten percent (10%) of all charges incurred up to the date of notice of termination.

6. Utilities. In its performance, Central Geotech will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client shall defend, hold harmless and indemnify Central Geotech from any and all damages or claims of damage to any such underground structures or utilities not called to Central Geotech's attention or incorrectly shown on surveys or plans furnished to Central Geotech.

7. Samples. Central Geotech may retain uncontaminated samples of soil or rock taken in connection with the Project. Central Geotech will retain such samples for 30 days. Retention of such samples beyond 30 days will occur only at Client's written request and in return for payment of storage charges incurred. All contaminated or environmentally impacted material or samples are solely Client's property. Client is responsible for proper disposal of the samples

8. Re-use of Documents. Any reuse or modification of documents by Client or any third party obtaining the documents through Client will be at Client's sole risk and without any liability to Central Geotech. Client shall defend, hold harmless and indemnify Central Geotech from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of Central Geotech produced documents relating to or arising from the Project by Client or any third party.

9. Cost and Other Estimates. Client recognizes that Central Geotech has no control over the cost of labor, materials, equipment or services provided by third parties, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Central Geotech's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Central Geotech. Additionally, Central Geotech makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

10. Construction Monitoring. If Client retains Central Geotech to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Central Geotech shall report its observations and opinions to Client or Client's designated agent. Central Geotech will report any observed geotechnically-related work that, in Central Geotech's opinion, does not conform to plans or specifications. Client acknowledges that Central Geotech has no right to reject or stop work of any Client contractor, subcontractor or agent. Central Geotech's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the Project and is not a warranty or evaluation of subsurface conditions. Central Geotech claims no past or prior knowledge of site conditions other than those documented in our reports. If Client does not retain Central Geotech for the purpose of monitoring construction work or field activities, Central Geotech will not be liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. In such event, Client shall defend, hold harmless



GENERAL TERMS AND CONDITIONS

and indemnify Central Geotech from any and all losses and/or judgments incurred by Central Geotech as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Central Geotech has not been retained.

11. Means, Methods and Techniques; Safety. Central Geotech is not responsible for and will not have control of the means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. Central Geotech has no control over any person or parties who are not Central Geotech's employees or consultants. Central Geotech has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Central Geotech.

12. Disputes. In the event of a disagreement, the parties shall use their best efforts to resolve the dispute in good faith discussions and/or negotiations with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

13. Certifications: Client shall not require that Central Geotech execute any certification with regard to services performed or work tested and/or observed under this Agreement unless: (a) Central Geotech believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (b) Central Geotech believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (c) Central Geotech has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Central Geotech is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

14. Miscellaneous Provisions:

14.1 Assignment. During the term of this Agreement for any reason, neither party may transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the other party's prior written consent.

14.2 Limited Liability. To the maximum extent permitted by applicable law, the total liability of Central Geotech, including its and its members, employees, agents and/or subconsultants to Client and all third parties claiming by or through Client relating to or arising from this Agreement is limited to the amount Client paid Central Geotech under this Agreement or \$25,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to all liability based on contract, tort, or statute, unless otherwise prohibited by law. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND FOR ANY REASON, EVEN IF A PARTY WAS WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE.** Client expressly waives any right to sue, or otherwise make any claim against, any of Central Geotech's officers or employees, past or present, as individuals, for any cause.

14.3 Notices. Unless otherwise provided for in this Agreement, all notices or other communications required under this Agreement must be in writing and either personally delivered or sent in any fashion that provides written proof of actual delivery by a third party. A notice will be deemed delivered three (3) days after the postmark date when mailed by registered or certified mail, postage and charges prepaid, addressed to a party's last known address. Until written notice to the contrary is given, the addresses of the parties are as shown above. Either party may change its address for notice by notice to the other party.

14.4 Independent Contractors; Third Party Beneficiaries. The parties' relationship under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent nor legal representative of the other for any purpose. Neither party has any right, power or authority to create any obligation or responsibility on behalf of the other party. This Agreement is for the sole benefit of the parties and their respective permitted successors and

assigns. Except as expressly set forth herein, the parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein will be construed as creating any right, claim or cause of action in favor of any such third party against any party hereto.

14.5 Force Majeure. Neither party will be liable to the other party for any failure to perform any of its obligations under this Agreement, except payment, during any period in which such performance is delayed by circumstances beyond its reasonable control including fire, flood, earthquake, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than 30 days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

14.6 Interpretation. The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation. In this Agreement, where appropriate, any reference to the singular includes the plural, and plural the singular, and to any particular gender includes the feminine, masculine and neuter genders. The term "including" means "including without limitation". As used herein, "and/or" is defined to be inclusive and not exclusive. Accordingly, "A, B and/or C" means any and all of: A; B; C; A and B; A and C; B and C; and A, B and C.

14.7 Waiver; Amendment. No waiver, amendment or modification of this Agreement will be effective unless in writing and signed by the parties. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made on one occasion is effective only in that instance and only for the purpose stated. A waiver once given will not be construed as a waiver on any future occasion or against any other person.

14.8 Attorneys' Fees. If any litigation or other legal proceeding occurs between the parties, or the services of an attorney are retained to interpret or enforce any provision of this Agreement or with respect to any dispute, arising from or related to this Agreement, the prevailing party will be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding and any appeal therefrom.

14.9 Governing Law; Forum. The laws of the State of Oregon, excluding its conflicts of laws provisions, govern all matters arising from or related to this Agreement. All litigated disputes arising from or related to this Agreement will be heard exclusively in, and the parties irrevocably consent to jurisdiction and venue in, the state and federal courts of Multnomah County, Oregon.

14.10 Severability; Survival. If any provision of this Agreement is finally held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect to the extent that the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable. All sections, including their subsections, survive this Agreement.

14.11 Entire Agreement. This Agreement, including all referenced attachments, constitutes the complete and final agreement between the parties, and supersedes all prior negotiations, agreements, and understandings between the parties concerning its subject matter. The use of preprinted forms, such as purchase orders or similar documents, is for convenience only and all terms and conditions stated therein, except for any information called for by this Agreement, are void and of no effect.



Budget Estimate

#240331G
March 31, 2024Keller
Associates

RE: Aurora WWTP - SBR System

Project Scope:

TAG is providing a Budget Estimate to supply the following materials and tasks below. The SBR and associated equipment will be supplied by others and anticipated that it will have Ethernet/IP provisions to communicate to the existing PLC System. Please add contingency % for scope increase and mis items as needed. A firm Quote will be provided at time of 100% drawings and specs.

Materials

- PLC Control Panel Nema 4 w/backpanel
 - (1) Compact Brick PLC Controller
 - Panelview Compact
 - 5 Port Ethernet Managed Switch
 - 24vdc PS
 - Lighting Package
 - Terminals, din rail, fuses, circuit breakers
 - Main Breaker w/locking door mech
 - (2) HMCP Breakers
 - (2) VFDs
 - (2) Line Reactors 3%
 - Fan & Filter Kit with T-Stat
 - UL508a listing
 - Drawings
 - UPS System w/feedback

- SCADA Software screen count update
- Factory Demonstration Test

Tasks:

- Submittals
 - SBR System to be merged into existing SCADA/HMI with control extended from SBR Supplied OIT/PLC System.
 - Headworks Modifications for screen
 - Grit System to be merged into existing SCADA/HMI with control extended from Grit System Supplied OIT/PLC System.
-

- Lagoon Pump Station panel build and Programming
- UV System - Monitoring and user control per discussion with UV manufacturer – Must be Ethernet/IP Compatible
- WAS System Programming and System monitoring and alarming
- Air Gap System – monitoring and user control per discussion with Air Gap manufacturer
- Startup services
- Training
- Backups and O&Ms

Clarification/Exclusions:

- SBR System provided my Manufacturer
- Grit System provided my Manufacturer
- UV System provided my Manufacturer
- Grit System provided my Manufacturer
- Air Gap System provided my Manufacturer
- All Systems provided the Manufacturer shall have Ethernet/IP convertibility and all programming provided for any interface modules used.
- TAG’s Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Price.....\$189,702.00

Thank you,
Gary Jenks
Gary Jenks
(541) 912-3766
jgjenks@tag-inc.us

TAG standard terms apply

CITY OF AURORA
RESOLUTION NUMBER 859

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE
KELLER ASSOCIATES OWNER-CONSULTANT AGREEMENT
AND FOR THE EXPECTED EXPENDITURE FOR THE CITY'S
PAYMENT OF AMENDMENT NO. 2 TO THE KELLER
ASSOCIATES OWNER-CONSULTANT AGREEMENT

WHEREAS, Chapter X, Section 5 of the City Charter provides that contractual obligations or expenditures of approved budgeted funds for a single purchase in the excess of \$15,000.00 shall be authorized by resolution; and

WHEREAS, The City of Aurora requested that the Consultant Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout as part of the Water Reservoir, Booster Station, and Well No. 6 project; and

WHEREAS, the original agreement did not include these tasks; and

WHEREAS, this Amendment No. 2 modifies the agreement to include additional Project Management and the following new tasks: Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout for the Reservoir, Booster Station, and Offsite Piping as outlined in Amendment No. 2; and

WHEREAS, the quoted price for Amendment No. 2 to the Keller Associates Owner-Consultant Agreement is over the single purchase limit.

NOW THEREFORE, THE AURORA CITY COUNCIL RESOLVES, to approve Amendment No. 2 to the Keller Associates Owner Consultant Agreement and that the payment invoiced by Amendment No. 2 to the Keller Associates Owner Consultant Agreement in the amount of \$1,489,339 is approved for payment.

INTRODUCED AND ADOPTED this 9th day of April 2024.

Brian Asher, Mayor

ATTEST:

Stuart A. Rodgers City Recorder

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 02

Background Data:

Effective Date of Owner-Consultant Agreement:	July 31, 2023
Effective Date of this Amendment:	April 9, 2024
Owner:	City of Aurora
Consultant:	Keller Associates, Inc.
Project:	Task Order 12, Aurora Reservoir Preliminary Design KA # 222041-012

Nature of Amendment:

The City of Aurora requested that the Consultant provide Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout as part of the Water Reservoir, Booster Station, and Well No. 6 project. The original agreement did not include these tasks. This amendment modifies the agreement to include additional Project Management and the following new tasks: Final Design, Service During Bidding, Construction Phase Services, Construction Observation Services and Project Closeout for the Reservoir, Booster Station, and Offsite Piping as outlined below. A future amendment will include design, bidding, and construction services for the future Well No. 6. The following scope of work assumes that the Project will be delivered as a standard design-bid -build project.

Description of Modifications:

The Consultant-provided services are hereby revised to include the following scope of work. This task also amends Task 1 included in the Agreement dated January 8, 2024.

TASK 1: PROJECT MANAGEMENT — PHASE 1 RESERVOIR AND BOOSTER STATION:

- Update the following: “Project management budget assumes a project schedule of up to 6 months.” To “Project management budget assumes a project schedule of up to 30 months. (an additional 24 months)”.

TASK 2: PRELIMINARY DESIGN SERVICES

- Add \$6,000 to Task 2.2 Surveying for additional surveying needs due to changes in site conditions since preliminary design.

TASK 5: FINAL DESIGN — PHASE 1 RESERVOIR AND BOOSTER STATION:

Consultant Responsibilities:

- 5.1. Plan Sheets. Prepare general, survey, site civil, mechanical, electrical, structural, and instrumentation and control plan sheets for the site, tank, booster station, yard piping off-site piping, drain, and overflow piping. Instrumentation and control plan sheets will generally include piping and instrumentation diagrams (P&ID), a network layout drawing (if applicable), control panel layout drawings with BOM, control panel one-line diagrams, wiring diagrams, input/output schedule, and the instrumentation schedule. Prepare 50% and 90% review sets. The Automation Group (TAG) will perform integration per owners request as described in Exhibit A.

- 5.2. Specifications. Provide front end documents that will include standard bidding forms, contract forms, construction forms, and general conditions based on the 2018 edition of EJCDC. Incorporate Owner requirements, supplemental conditions, and special provisions and project constraints. Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the storage tank. Prepare front end documents and table of contents for the 50% review set, and complete draft technical specifications for the 90% review set.
- 5.3. 50% Design and Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the Owner. Participate in a 50% design review workshop meeting.
- 5.4. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 5.5. Agency Submittal(s). Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review. *Owner will submit and pay for agency reviews.*
- 5.6. Final Approval. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 5.7. Opinion of Probable Cost. Prepare an ACE Class 2 opinion of updated opinion of probable cost for the project at 50%, 90% and final design.

Owner Responsibilities:

- Review and provide one (1) set of written consolidated comments on the 50% and 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Provide review comments from Owner's SCADA integrator. *[if applicable]*
- Complete building permit submittal and application.
- Pay for any associated permitting fees not assigned to the Contractor.
- Provide input on location of the following: site piping, overflow piping, tank penetrations for tank level monitoring, mixing, access, venting, and security cameras.

Assumptions:

- Project will not include irrigation or landscaping of the site. Services of a licensed landscape architect will not be required.
- Extensive architectural features and architectural renderings are not included in the tank design.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- The following design standards and references are to be followed where relevant during the development of the project:
 - Marion County Standards
 - City of Aurora Municipal Code
 - EJCDC for front end contracting and bidding documents (Div 00)

- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.
- Building permit submittal will be completed by the contractor.

Deliverables:

- 50% design submittal, including one (1) PDF submittal (prepared in 22"x34" reviewed in 11"x17") and three (3) of 11"x17" paper copies.
- 90% design drawings and specifications, including one (1) PDF submittal (prepared in 22"x34" reviewed in 11"x17") and three (3) of 11"x17" paper copies.
 - Submit 90% drawings to the County and OHA
- 100% stamped design package, including one (1) PDF submittal (prepared in 22"x34" reviewed in 11"x17") and three (3) of 11"x17" paper copies.
- Opinion of probable cost.

TASK 6: SERVICES DURING BIDDING — PHASE 1 RESERVOIR AND BOOSTER STATION

Consultant Responsibilities:

- 6.1. Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Post advertisement for Owner (QuestCDN) to on-line plan room
- 6.2. Documents. Distribute bidding documents including addenda to bidders through QuestCDN.
- 6.3. Pre-Bid. Attend and conduct a pre-bid meeting with Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions.
- 6.4. Addenda. If required, respond to bidder questions, and prepare up to three addenda during the bidding process to clarify, correct, or change the issued documents.
- 6.5. Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 6.6. Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Make arrangements for and pay for the advertisement of the project.
- Attend the pre-bid meeting.
- Attend the bid opening meeting.
- Provide legal services if required.
- Award the bid.

Assumptions:

- One (1) bid package and one (1) bidding process to a single Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Budget Assumes to provide up to three (3) addenda addressing a maximum of six (6) questions and four (4) substitution requests.
- Assumes a straightforward bid award within the anticipated schedule for this task. If protest, clarifications, or other issues arise, Consultant shall be entitled to additional compensation.

Deliverables:

- Bid advertisement for the Owner's use.
- One (1) paper copy and one (1) electronic copy in PDF format of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter and Notice of Intent to Award.

TASK 7: CONSTRUCTION PHASE SERVICES— PHASE 1 RESERVOIR AND BOOSTER STATION

This task includes the engineering services to support the Owner during the construction of the project by one prime Contractor. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

Consultant Responsibilities:

- 7.1. Construction Contract Administration. Consult with Owner and act as Owner's representative.
- 7.2. Conformed Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor.
- 7.3. Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 7.4. Construction Meetings. Conduct onsite construction progress meetings every two (2) weeks (during periods of active construction) with Owner and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction.
- 7.5. Contractor Schedule. Review Contractor's proposed construction time schedule and critical path sequencing.
- 7.6. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction, or safety precautions.
- 7.7. Test Results. Receive and review test results provided by the Contractor and/or Owner. These test results are anticipated to include soil, rebar, concrete, asphalt, and water quality test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 7.8. Requests for Information (RFIs). Respond to RFIs from Contractor or Owner and provide clarification of Contract Documents.
- 7.9. Pay Requests. Review and recommend to Owner the Contractor pay requests.
- 7.10. Change Orders. Review change order and work directive requests.
- 7.11. Field Orders. Prepare and issue field orders requiring minor changes in the work.
- 7.12. Startup Support. Provide startup assistance. Startup is assumed to be one (1) day of support from the Consultant.
- 7.13. SCADA Integration Services. Consultant will utilize the services of TAG to provide SCADA Programming, Support, and Control Panel Design as outlined in **Exhibit A**.

Owner Responsibilities:

- Owner assumes responsibility for interpretation (or seeking interpretation) of the Contract Documents and for construction observation.
- Review and process Contractor pay requests, change orders, and other construction related documents.
- Attend construction meetings.
- Provide space for construction meetings and field office

- Review and approve operations manual.
- Invite needed personnel to attend training sessions and coordinate time.

Assumptions:

- Work will be performed by one General Contractor.
- Material testing services such as soil compaction, concrete, asphalt, steel, pipe pressure, and bacteria will be provided by the Contractor. Contractor shall also be responsible for specialty inspection services as outlined in the contract documents.
- Budget assumes 16 months of construction.
- Budget assumes up to 80 submittal reviews, 25 resubmittal reviews, 30 RFIs, 20 field orders, and 8 change orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.

Deliverables:

- Two (2) 11"x17" paper copies and one (1) electronic copy in PDF format of the Contract documents will be delivered to Owner.
- One (1) 11"x17" paper copy and one (1) electronic (PDF) copy of the Contract documents will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal, RFI, testing result, change order, and work change directive reviews.
- Operations manual for each location.
- Updated panel drawings showing as-built conditions.
- On-site training sessions with Owner and Owner's representatives at each location.
- Substantial and final completion checklists.

TASK 8: CONSTRUCTION OBSERVATION SERVICES

Consultant Responsibilities:

- 8.1. Construction Observation Services. Consultant will provide a Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

- Provide day-to-day construction observation. Seek interpretation of the Contract Documents as required. Alert Consultant of any concerns observed.
- Direct construction phase professional services. Provide construction engineering and inspection services, including providing resident project representative onsite during construction.

Assumptions:

- The budget assumes the construction schedule will be limited to 16 months and approximately 20 hours per week including travel to and from the site is being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened or if additional level of effort is required.
- Contractor is responsible for site safety plan.

Deliverables:

- Copies of inspection logs or photos, upon request of Owner.

TASK 9: PROJECT CLOSEOUT*Consultant Responsibilities:*

- 9.1. O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment including but not limited to:

Reservoir

Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, tank isolation, and draining), and a summary of recommended preventative maintenance activities.

Booster Station

Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, booster station isolation), and a summary of recommended preventative maintenance activities.

- 9.2. Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. These Record Drawings will show significant changes made during construction. Contractor drawings will be reviewed, noted, and submitted to Owner as part of the O&M Manual.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide written comments on draft O&M manual provided.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.
- Project services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.
- Startup services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.

Deliverables:

- Two (2) 11"x17" paper copy and one (1) electronic copy in PDF format of construction plans marked "Record Drawings".
- Two (2) paper copies and one (1) electronic copy in PDF format of the Operations and Maintenance Manual provided to the Owner.
- Provide one (1) copy of the operations and maintenance manual to Agency for review.

TASK 10: FINAL DESIGN — PHASE 2 WELL NO. 6 FACILITY (FUTURE TASK)**ADDITIONAL SERVICES (not included in scope of work)**

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- American Iron and Steel / prevailing wage and grant administration / funding agency support services
- Operation and Maintenance Manuals
- Power utility rebate support
- Public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support
- Easements and right-of-way acquisition support
- Multiple design alternatives (i.e alternative tank station footprints or construction materials) for bidding purposes
- Hydraulic Modeling including surge analysis.
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor

Compensation Summary:

By complying with any of the new clauses of this amendment, it is recognized that where additional labor is required, this will be compensated as an additional service.

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
Task 1 – Project Management	LS	\$7,490	-	\$23,280	\$30,770
Task 2 – Preliminary Design Services	LS	\$85,220	-	\$6,000	\$91,220
Task 3 – Permitting	LS	\$4,800	-	-	\$4,800
Task 4 – Management Reserve (Additional Services)	LS	\$7,271	-	-	\$7,271
Task 5 – Final Design – Phase 1 Reservoir and Booster Station	LS	-	-	\$673,700	\$673,700
Task 6 – Services During Bidding – Phase 1 Reservoir and Booster Station	LS	-	-	\$30,030	\$30,030
Task 7 – Construction Phase Services – Phase 1 Reservoir and Booster Station	LS	-	-	\$450,767	\$450,767
Task 8 – Construction Observation Services	LS	-	-	\$182,436	\$182,436
Task 9 – Project Closeout	LS	-	-	\$18,345	\$18,345
Task 10 – Task 10: Final Design — Phase 2 Well No. 6 Facility (Future Task)	LS	-	-	-	-
Total		\$104,781	-	\$1,384,558	\$1,489,339

LS = Lump Sum; T&M = Time and Materials

Schedule:

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. The schedule below does not reflect equipment pre-purchase should the City elect to pursue this option. Actual schedule may vary:

Task	Schedule	Comments
Task 5 – 50% Design Complete	45 days	50% Design Plans will be completed within 45 days after receiving PER approval from DEQ.
Task 5 – 90% Design Complete	90 days	90% Design Plans will be completed within 90 days after receiving Owner comments from the 50% review design meeting.
Task 5 – 100% Design	30 days	100% Design Plans and Specifications will be completed and submitted to Agency within 30 days after receiving Owner comments from the 90% review design meeting.
Task 6 – 100% Design Submission to Agency	30 days	100% Design Plans and Specifications will be completed and submitted to Agency within 30 days after receiving Owner comments from the 90% review design meeting.
Task 7 – Services During Bidding – Phase 1 Reservoir and Booster Station	45 days	Bidding Services will be completed and bid awarded within 45 days of 100% Design.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF AURORA

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
 Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Date: _____

Signature: _____
 Name: Larry Rupp
 Title: Principal
 Address: 245 Commercial St SE, Suite 210
 Salem, OR 97301
 Telephone: (503) 364-2002
 Date: _____

Budget Estimate

#240330G
March 30, 2024Keller
Associates

RE: Aurora WTP - Res & Booster Station

Project Scope:

TAG is providing a Budget Estimate to supply the following materials and tasks below. Please add contingency % for scope increase and mis items as needed. A firm Quote will be provided at time of 100% drawings and specs.

Materials

- PLC Control Panel Nema 12 w/backpanel
 - (1) 5069-CPU
 - (3) 5069- 24VDC Digital Input Modules
 - (1) 5069- Relay Output Modules
 - (3) 5069- 4-20ma Analog Input Modules
 - (1) 5069- 4-20ma Analog Output Modules
 - 2711P- 12" Panelview Plus OIT
 - Radio GE
 - 5 Port Ethernet Managed Switch
 - 24vdc PS
 - Lighting Package
 - Terminals, din rail, fuses, circuit breakers
 - UL508a listing
 - Drawings
 - UPS System w/feedback

 - Radio System
 - Supply & Mounting of Antenna, feedline polyphaser
 - Supply & Termination of connectors (Contractor to supply and install Mast, and raceway)

 - SCADA Software screen count update
 - Factory Demonstration Test
 - FCC Coordination and licensing
-

Tasks:

- Submittals
- Build UL listed Control Panel
- Program PLC for the following
 - Well Control
 - Booster Pump Station Control (System PSI control)
 - Reservoir level
 - Alarming

- Programming at SCADA Location
 - Radio Routing
 - PLC Polling
 - SCADA/HMI
 - Res/BPS Monitoring
 - Alarming
 - Historical Trending

- Startup services
- Training
- Backups and O&Ms

Clarification/Exclusions:

- TAG’s Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Price.....\$93,701.00

Thank you,
Gary Jenks
Gary Jenks
(541) 912-3766
jgjenks@tag-inc.us

TAG standard terms apply

**CITY OF AURORA
RESOLUTION NO. 860**

**A Resolution to Award Contract for Well No.
6 Drilling, Construction, and Testing Project**

WHEREAS a competitive hiring process was conducted by the City of Aurora to solicit bids for Well No. 6 Drilling, Construction, and Testing Project from February 20, 2024 to March 26, 2024 through QuestCDN online platform for contractors over a period of three weeks to solicit such bids;

WHEREAS the competitive bidding process yielded three bids and those bidders are as follows:

- Schneider Water Services \$431,910.00
- Holt Services Inc \$487,021.00
- Jone Drilling Co, Inc. \$515,420.00

WHEREAS, in accordance with state procurement laws, the lowest bidder was selected to perform the demolition and remediation services.

AND WHEREAS the lowest bidder and expected cost of the above-referenced services were anticipated to exceed \$15,000 and Chapter X, Section 5 of the City Charter provides that contractual obligations or expenditures of approved budgeted funds for a single purchase in the excess of \$15,000.00 shall be authorized by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA THAT: the City Council approves Schneider Water Services bid of \$431,910.00

BE IT FURTHER RESOLVED that, once drafted and agreed upon, the Mayor is authorized to sign a contract for services.

INTRODUCED AND ADOPTED by the Aurora City Council at a City Council meeting held on Tuesday, January 9, 2024, and is effective upon passage.

ATTEST:

Brian Asher, Mayor

Stuart A. Rodgers, City Recorder



245 Commercial Street SE, Suite 210
Salem, OR 97301

(503) 364-2002

April 9, 2024

City of Aurora
21420 Main St NE
Aurora, OR 97002

**Re: Well No. 6 Drilling, Construction, and Drilling Project
Engineer's Recommendation to Award**

Dear City of Aurora,

On Tuesday, March 26, 2024, the City of Aurora (City) received three construction bids for the Well No. 6 Drilling, Construction, and Testing Project (see the attached Bid Tabulation). We have since completed our bid review. This letter presents our recommendation for the project's award.

In review of the bids, Schneider Water Services is the lowest responsive bidder with a Base Bid of \$431,910.00. Their qualifications depict a reputable, licensed Oregon Public Works contractor in our region. We recommend awarding the contract to Schneider Water Services.

If the City concurs, the next step is to issue a Notice of Award to Schneider Water Services along with the Owner/ Contractor agreement. If the City concurs with this recommendation, please sign the provided Notice of Award, and send it to us no later than April 17, 2024. Upon receipt of the signed Notice of Award we will proceed with providing the contract documents for Owner and Contractor signatures.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE
Project Manager

Enclosures: Bid Tabulation

BID TABULATION

Rank	Contractor	Base Bid (Lump Sum)
1	Schneider Water Services	\$ 431,910.00
2	Holt Services Inc	\$ 487,021.00
3	Jone Drilling Co, Inc	\$ 515,420.00

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Aurora, Oregon	Owner's Project No.:	--
Engineer:	Keller Associates	Engineer's Project No.:	222041-005
Project:	Well No. 6 Drilling, Construction, and Testing		
Contract Name:	Well No. 6 Drilling, Construction, and Testing		
Bidder:	Schneider Water Services		
Bidder's Address:	21881 River Rd NE Saint Paul, OR 97137		

You are notified that Owner has accepted your Bid dated **March 26, 2024**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WELL NO. 6 DRILLING, CONSTRUCTION, AND TESTING

The Contract Price of the awarded Contract is **\$431,910.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **One (1)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Aurora**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

Aurora Well No. 6 Drilling, Construction, and Testing
KA# 222041-005

NOTICE OF INTENT TO AWARD

Date of Issuance: **April 4th, 2024**

Owner: **City of Aurora** Owner's Contract No.: **TO BE DETERMINED**

Engineer: **Keller Associates, Inc.** Engineer's Project No.: **222041-005**

Project: **Aurora Well No. 6 Drilling, Construction, and Testing** Contract Name: **Same as project name.**

The City of Aurora(City) opened sealed Bids for the aforementioned project on March 26, 2024. Three (3) Bids were received as summarized below.

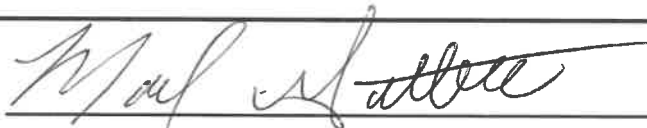
Rank	Contractor	Base Bid (Lump Sum)
1	Schneider Water Services	\$ 431,910.00
2	Holt Services Inc	\$ 487,021.00
3	Jone Drilling Co, Inc	\$ 515,420.00

The City has completed its evaluation of the Bids received and has determined that **Schnieder Water Services** was the lowest, Responsive Bidder. The City intends to award the Contract to **Schnieder Water Services**.

A Bidder may submit a formal written protest of this Intent to Award within three (3) calendar days of the date of this notice pursuant to ORS 279B.410. Such protest must be submitted to the City Recorder. No protest will be considered if not received within the three (3) day window.

We would like to thank each Bidder for their time and effort in preparing a Bid. Please direct any questions or correspondence regarding this Notice to my attention.

Owner:



Authorized Signature

By: Mark Gunter

Title: Public Works Supervisor

ORDINANCE 502**AN ORDINANCE AMENDING TITLE 8 (HEALTH AND SAFETY) AND TITLE 10 (VEHICLES AND TRAFFIC) AND TITLE 16 (LAND DEVELOPMENT) OF THE AURORA MUNICIPAL CODE**

WHEREAS, the Aurora Municipal Code (AMC) is a codification of the general ordinances of Aurora, Oregon, organized by subject matter under Title, three of which include Titles 8, 10 and 16; and

WHEREAS, in 2023, the Aurora Planning Commission recognized the need to draft changes to Title 8, *Health And Safety*; Title 10, *Vehicles and Traffic*, and to Title 16, *Land Development* contained in Legislative Amendment 2023-01 (LA 23-01)

WHEREAS, throughout 2023, at their regularly scheduled meetings, the Planning Commission conducted work on LA 23-01 to discuss and clarify desired changes to AMC Titles 8, 10 and 16, prior to scheduling a public hearing and, after completion of this work, instructed city staff to issue public notice; and

WHEREAS, on December 22, 2023, notice was provided to the Department of Land Conservation and Development for LA 23-01 and notice of the two public hearings before Planning Commission and City Council were published on January 30, 2024 with a description of all proposed changes to AMC Titles 8, 10 and 16; and

WHEREAS, on February 6, 2024, the Aurora Planning Commission conducted the first of two required public hearings for LA 23-01 at which time interested parties were provided full opportunity to be present and heard; and passed a motion recommending that the City Council adopt proposed changes identified to Titles 8, 10, and 16 as further amended by Planning Commission; and

WHEREAS, on March 12, 2024, the Aurora City Council conducted the second required public hearing for LA 23-01 at which time interested parties were provided full opportunity to be present and heard on the proposed amendments to AMC Titles 8,10 and 16 as amended.

NOW, THEREFORE, THE CITY OF AURORA DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Aurora does hereby adopt the staff report dated March 12, 2024, including the findings of fact and conclusionary findings and supporting documentation contained in the staff report.

Section 2. The City Council of the City of Aurora does hereby amend AMC Titles 8, 10, and 17 as included under "Exhibit A" of this Ordinance.

PASSED and adopted by the City Council of the City of Aurora on this 9th day of April 2024, by the following votes:

AYES: _____

NAYS: _____

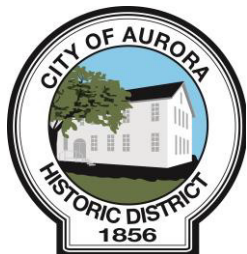
ABSTAIN: _____

ABSENT: _____

Approved by the Mayor on this 9th day of April, 2024.

SIGNED: _____
Brian Asher, Mayor Date

ATTEST: _____
Stuart A. Rodgers, City Recorder Date



City of Aurora

"National Historic Site"

STAFF REPORT

LA 2023-01 PUBLIC HEARING BEFORE CITY COUNCIL

HEARING DATE:	March 12, 2024
SUBJECT:	Legislative text amendments to Title 8, 10, and 16.
APPROVAL CRITERIA:	Aurora Municipal Code (AMC), Section 16.74.060
EXHIBITS:	A. Proposed Code Amendments B. Public Notice C. Draft Ordinance

REQUESTED ACTION

Conduct a public hearing in response to proposed legislative amendments to Titles 8, 10, and 16 of the Aurora Municipal Code (AMC), case file LA 2023-01. Options for action on LA 2023-01 include the following:

- A. Adopt the findings in the staff report and advance the amendments in LA 2023-01 to first reading of the adopting ordinance:
 1. As presented / recommended by Planning Commission; or
 2. As amended by City Council (indicating desired revisions).
- B. Take no action on LA 2023-01.
- C. Continue the public hearing, preferably to a date/time certain.

BACKGROUND AND PROCESS

The Aurora Planning Commission recognized the need for various housekeeping amendments clarifying language in Titles 8, 10, and 16 of the AMC and proceeded to craft the desired language during regular meetings over the course of the year 2023. The Planning Commission then provided the desired text amendments in Exhibit A to planning staff for consideration at the first of two required public hearings.

At least two public hearings are required for LA 2023-01. On December 22, 2023, staff issued the required 35-day notice to the Department of Land Conservation and Development. Public notice identifies the first hearing to be held before the Planning Commission on February 6, 2024, and the second hearing held before the City Council on March 12, 2024.

No public comment was received at the first public hearing conducted before Planning Commission. However, Planning Commission reconsidered proposed amendments to AMC 16.34.090.A.4 in favor of the language included in Exhibit A to require stormwater analysis for projects creating more than 10,000

square feet of impervious surface area. After deliberation, Planning Commission voted unanimously to adopt the revised staff report and recommend City Council pass the amendments as revised.

The proposed code revisions in Exhibit A are shown in *italic bold* and ~~strike through~~ format for review purposes. The proposed revisions are summarized as follows:

- Adds clarifying language to City noise control regulations in Title 8.
- Inserts language in Title 8 excepting industrial properties from restrictions on the use of barbed wire fencing to be consistent with the existing fencing requirements in Title 16.
- Adds clarifying language to the parking provisions in Title 10.
- Adds additional language augmenting and clarifying the existing definition of a recreational vehicle in Title 16.
- Amends the standard limitation on the hours of operation for Medical Marijuana Dispensaries (MMD) and commercial marijuana retail stores to 9 am to 10 pm when approved as a conditional use.
- Clarifies the definition of an adjacent sidewalk in AMC 16.34.060.D.
- Amends 16.34.090.A.4 to require stormwater analysis for projects creating more than 10,000 square feet of impervious surface.
- Rewords the provisions for occupying recreational vehicles on private property in AMC 16.36.050.
- Adds language to AMC 8.08.080 to allow barbed wire fencing in the Industrial Zone and modifies AMC 16.38.060 to prohibit barbed wire fencing on top of allowed fencing materials as allowed for in the Industrial Zone in Title 8 – Health and Safety.
- Adds residential care homes to the list of uses exempt from Site Development Review consistent with ORS 197.670(2).
- Incorporates existing rules under which City Council can withdraw decisions under review by the Land Use Board Of Appeals (LUBA) into applicable procedures for local decision in the AMC.

APPLICABLE APPROVAL CRITERIA

Approval criteria for legislative changes to the provisions of the comprehensive plan, implementing ordinances and maps are found in AMC 16.74.060. Amendments to Title 8 – Health And Safety, and Title 10 – Vehicles and Traffic are being processed concurrently. These criteria are cited below. The nature and scope of the amendments are to clarify existing policy and ensure consistency between interrelated provisions of the AMC. The policy implications of the amendments are negligible.

16.74.060 - Standards for the decision

- A. *The recommendation by the Planning Commission and the decision by the Council shall be based on consideration of the following factors:*
 1. *Any applicable statewide planning goals and guidelines adopted under Oregon Revised Statutes Chapter 197;*

Findings: The proposed amendments are generally limited to policy neutral housekeeping amendments that do not have implications for the statewide planning goals. The amendment to AMC 16.58.020 implements ORS 197.670 by exempting residential homes from Site Development Review. Amendments to AMC 16.74.070, 16.76.220, and 16.78.100 incorporate references to state rules under which City Council can withdraw decisions that are appealed to the Land Use Board of Appeals (LUBA).

Nonetheless, findings in the interest of completeness to all 19 statewide planning goals are provided as follows.

Goal 1, Citizen Involvement: A public hearing on the proposed amendments is scheduled before the Planning Commission on February 6, 2024, and a second hearing is scheduled before the City Council on March 12, 2024. Public notice of these hearings was published in the online edition of the Canby Herald at least 7 days prior to the first scheduled hearing before the Planning Commission. Further, the Planning Commission agreed to the proposed text changes at their regularly scheduled public meetings throughout 2023, which were all open to the public. Staff finds Goal 1 is met.

Goal 2, Land Use Planning: Goal 2 requires each local government in Oregon to have and follow a comprehensive land use plan and implementing regulations. These are in place. Staff observe the scope of this legislative proposal is limited to policy neutral text amendment of existing regulations. Existing Comprehensive Plan land use map designations and zoning designations remain unchanged. The proposal does not involve exceptions to the Statewide Goals. Staff therefore finds Goal 2 is met.

Goal 3, Agricultural Lands and Goal 4, Forest lands. Goal 3 and 4 primarily pertain to rural areas, typically outside urban areas. Staff observe the limited scope of this legislative proposal and finds Goals 3 and 4 to be not applicable.

Goal 5, Natural Resources, Scenic and Historic Areas and Open Spaces. In part, Goal 5 states “*Local governments shall adopt programs that will protect natural resources and conserve scenic, historic, and open space resources for present and future generations. ...*” Staff observe how the proposed amendments do not impact natural resources or open spaces. Staff incorporate the scope of work description above in response to Goal 2 and in response to criterion 16.74.060.A.1.

Goal 6, Air, Water and Land Resource Quality. The proposal does not address Goal 6 resources. Based on the scope of work description (identified above) staff finds Goal 6 to be not applicable.

Goal 7, Natural Hazards. The proposal does not address Goal 7 resources. Based on the scope of work description (identified above) staff finds Goal 7 to be not applicable.

Goal 8, Recreational Needs. The proposal does not address Goal 8 resources. Based on the scope of work description (identified above) staff finds Goal 6 to be not applicable.

Goal 9, Economic Development. Proposed amendments do not change the permissive uses in the commercial and industrial zones. Proposed changes to the AMC do not impact identified future employment areas identified through past Economic Opportunities Analysis. Accordingly, Goal 9 does not apply.

Goal 10, Housing. Staff refer to the scope of work identified for this amendment. Proposed changes to the AMC will not impact identified needed housing as identified through Housing Needs Analysis. Accordingly, Goal 10 does not apply.

Goal 11, Public Facilities and Services. Public facilities under Goal 11 include water, sanitary sewer, police and fire protection. Other services (e.g., health, communication services) are also listed in Goal 11. Staff refer to the scope of work identified for this amendment to find that Goal 11 does not apply.

Goal 12, Transportation. The proposed amendments to the AMC are found to comply with Oregon Administrative Rule (OAR) 660-012, commonly referred to as the Transportation Planning Rule, as there are no proposed changes or amendments to local transportation requirements or road classifications. This proposal involves a minor adjustment to conditional use approval criteria regulating the operating hours of Medical Marijuana Dispensaries and commercial marijuana retail stores. Otherwise, the proposal does not add, subtract, or modify existing development standards that would result in changes to the intensity of development that would create additional impacts to the transportation network.

Goal 13, Energy Conservation. Based on the scope of work description (identified above) staff finds Goal 13 to be not applicable.

Goal 14, Urbanization. Based on the scope of work description (identified above) staff finds Goal 14 to be not applicable. No change to the existing Urban Growth Boundary (UGB) is proposed.

Staff observe Goals 15 through 19 to apply only to specific regions of the state (*Willamette River Greenway, Estuarine Resources, Coastal Shorelands, Beaches and Dunes, Ocean Resources*). These regions / resources are not found within the Historic District and are not the subject of this amendment.

In summary to the above, staff has listed all 19 statewide planning goals above and identified the limited scope of the amendment proposal.

2. *Any federal or state statutes or rules found applicable;*

Findings: The proposed amendments generally involve policy neutral housekeeping amendments. The amendment to AMC 16.58.020 implements ORS 197.670 by exempting residential homes from Site Development Review. Amendments to AMC 16.74.070, 16.76.220, 16.78.100 incorporate references to state rules under which the City Council can withdraw decisions that are appealed to the Land Use Board of Appeals (LUBA). This criterion is met.

3. *The applicable comprehensive plan policies and map; and*

Findings: Applicable Aurora Comprehensive Plan Goals align with the Statewide Planning Goals. As discussed throughout this staff report, the proposed amendments provide additional clarification to existing provisions of the AMC and ensure consistency between interrelated code provisions so that the portions of LA 2023-01 in Title 16 that implement the Aurora Comprehensive Plan are clearer and existing policy can be implemented by City staff. Staff finds this criterion is met.

4. *The applicable provisions of the implementing ordinances.*

Findings: Staff finds the proposed amendments to the AMC can be adopted in compliance with the implementing ordinances, where applicable. These legislative text amendments are following the procedures identified under AMC 16.74 and 16.80. Amendments to other sections of the AMC that do not amend Title 16 are being processed concurrently. Staff find the implementation procedure under AMC 16.74 and 16.80 is satisfied.

B. *Consideration may also be given to proof of a substantial change in circumstances, a mistake, or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.*

Findings: Staff is not aware of any change in circumstances, a mistake, or inconsistency in the comprehensive plan or implementing ordinance but recognize that the Planning Commission may consider this criterion in their recommendation to the City Council and City Council may consider this criterion in their decision to adopt the amendments. This criterion can be met.

CONCLUSION

Based on the findings in the staff report, staff concludes that LA 2023-01 meets the applicable approval criteria for a legislative text amendment.

CITY COUNCIL ACTION

City Council may act on the findings in this report as described below. Staff further recommends this item return to Council for reading of a draft Ordinance as described in sample Motion 1.

A City Council member may make a motion to either:

1. Adopt the findings in the staff report and recommend this item return to Council for reading of a draft Ordinance, reflecting the action taken. A sample motion is:

I move that City Council adopt the staff report approving the amendments and advance the item to first reading of the implementing Ordinance.
2. Adopt a revised staff report with changes by the City Council and recommend the City Council approve the revised amendments. A sample motion is:

I move the City Council adopt a revised staff report with the following revisions...*[state the revisions]*...recommend the City Council approve the revised amendments and advance the item return to first reading of the implementing Ordinance as amended.
3. Recommend the City Council take no action on the proposed amendments. A sample motion is:

I move the City Council take no action on the proposed amendments for the following reasons...and state the reasons for the denial.
4. Continue the hearing to a date/time certain. A sample motion is:

I move the City Council to continue the hearing to a date (state the date) and time (state the time) to obtain additional information and state the information to be obtained.

Chapter 8.04 NOISE CONTROL

8.04.040 Prohibited acts.

- A. No person shall knowingly continue, cause or permit to be made or continued any excessive or unnecessary sounds which are listed in this section or Section 8.04.050.
- B. The following acts are declared to create excessive and unnecessary sounds in violation of this chapter without regard to the maximum sound levels of Section 8.04.050:
 1. Radios, Stereos, Boomboxes, Tape Players, Television Sets. The playing, using or operating of any radio, tape player, television set or stereo system including those installed in a vehicle in such a manner so as to be plainly audible at any time between 10:00 p.m. and 7:00 a.m. the following day, local time:
 - a. Within a noise sensitive area of noise sensitive use which is not the source of the sound; or
 - b. At a distance of one hundred (100) feet or more from the source of the sound.
 2. Revving Engines. Operating any motor vehicle engine above idling speed off the public right-of-way so as to create excessive or unnecessary sounds within a noise sensitive area.
 3. Compression Braking Devices. Using compression brakes, commonly referred to as "jake brakes," on any motor vehicle except to avoid imminent danger or persons or property.
 4. Exhausts. Discharging into the open air the exhaust of any steam engine, internal combustion engine, or any mechanical device operated by compressed air or steam without a muffler, or with a sound control device less effective than that provided on the original engine or mechanical device.
 5. Idling Engines on Motor Vehicles. Idling more than fifteen (15) consecutive minutes between the hours of 10:00 p.m. and 7:00 a.m. the following day, local time, any motor vehicle with a gross vehicle weight rating (GVWR) of eight thousand (8,000) pounds or greater which exceeds fifty (50) dBA measured at the nearest occupied noise sensitive property.
 6. Vehicle Tires. Squealing tires by excessive speed or acceleration on or off public right-of-way except when necessary to avoid imminent danger to person or property.
 7. Motorcycles, Go-Karts, Dune Buggies. Operating motorcycles, go karts, dune buggies and other off-road recreational vehicles off the public right-of-way on property not designated as a recreational park.
 8. Motorboats. Operating or permitting the operation of any motorboat within the city's jurisdictional boundaries in such manner as to exceed eighty-four (84) DBA at a distance of fifty (50) feet or more.
 9. Powered Model Vehicles. Operating or permitting the operation of powered model vehicles, with the exception of gliders and aircraft propelled by electric motors in areas not designated by the city council for such use.
 10. Explosives. The discharge of fireworks and other explosive devices.
 11. Tampering. The removal or rendering inoperative of any noise control device for purposes other than maintenance, repair, or replacement.
 12. Animals. Owning, possessing or harboring any bird or other animal which barks, bays, cries, howls, or makes any other noise ~~continuously~~ for a period of ten (10) minutes or more, other than for reasons of being provoked by a person trespassing or threatening to trespass.
 13. Steam Whistles. Blowing any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work.
 14. Horns and Alarms. The sounding of a horn or signaling device on a vehicle on a street or public or private place, except as a necessary warning of danger.

-
15. Compressed Air Devices. The use of a mechanical device operated by compressed air, steam, or otherwise, unless the noise created is effectively muffled.
- C. No person shall operate a motor vehicle on a public right-of-way unless it meets the noise emission standards promulgated by Oregon Revised Statute (ORS) 467.030 and Oregon Administrative Rule (OAR) Chapter 340, Division 35, which are adopted and incorporated by this reference. Copies of ORS 467.030 and OAR Chapter 340, Division 35 are on file in the office of the city recorder.

(Ord. 424 § 4 (part), 2002; Ord. 397 § 4, 1999)

8.04.020 Standards and definitions.

- A. Terminology and Standards. All terminology used in this chapter that is not defined below shall be in accordance with the Department of Environmental Quality (DEQ) Noise Control Regulations and noise emission standards outlined by Oregon Revised Statute (ORS) 467.030, and Oregon Administrative Rule (OAR) Chapter 340 Division 35.
- B. Measurement of Sound Level.
 - 1. Measurements shall be made with a calibrated sound level meter in good operating condition.
 - 2. Persons conducting sound level measurements shall have received training in the techniques of sound measurement and the operation of sound measuring instruments from ~~the Department of Environmental Quality or other~~ a competent **public body or private enterprise** prior to engaging in any enforcement activity.
 - 3. Procedures and tests required by this chapter and not specified herein shall be placed on file with the city recorder.

Chapter 8.08 NUISANCES

8.08.080 Fences.

- A. No owner or person in charge of property shall construct or maintain a barbed-wire or razor wire fence **except in the industrial zone**. **A fence constructed of other materials may be capped by barbed-wire that shall be placed no less than six feet, six inches from the ground, provided that the fence is no closer than three feet from a sidewalk, public way, or adjoining residential property line.**
- ~~B. Notwithstanding subsection A of this section, a fence constructed of other materials may be capped by barbed-wire that shall be placed no less than six feet, six inches from the ground, provided that the fence is no closer than three feet from a sidewalk, public way, or adjoining residential property lines.~~
- € B. No owner or person in charge of property shall construct, maintain or operate an electric fence.
- Đ C. No person shall erect, maintain or locate, or permit the erection, maintenance or location of, a fence or barrier within that portion of the public right-of-way abutting property owned by or under the control or possession of any such person. Any fence or barrier located within the public right-of-way in violation of this section is declared to be a nuisance subject to abatement under the provisions of this chapter. The terms "fence" or "barrier" shall not include structures used to establish vines, bushes or other landscaping materials; provided, however, no such structure shall be located or maintained within the public right-of-way for more than twelve (12) calendar months.

(Ord. 396 § 8, 1999)

Chapter 10.08 TRUCK TRAFFIC AND PARKING

10.08.090 Parking for certain purposes prohibited.

No person shall park a vehicle and no owner of a vehicle shall allow a vehicle to be parked on the right-of-way of any highway, or upon any public street or public way within the City limits for any of the following purposes:

- A. Selling or offering to merchandise of any kind without a City permit and City business license. The City permit is obtained at the City Police Department.
- B. Repairing or servicing the vehicle except while making repairs necessitated by an emergency.
- C. Displaying temporary advertising from the vehicle, subject to the applicable regulations of Titles 16 and 17 herein.
- D. In addition to provisions of the motor vehicle laws of Oregon prohibiting parking, no person shall park a vehicle on any public highway, public street or other public way:
 1. Within fifty (50) feet of any intersection (measured from the point of intersection of the centerlines of two public ways) if:
 - a. Any part of the vehicle is over seven (7) feet in height; or
 - b. The vehicle, by manufacture or modification, obscures the vision of:
 - i. Any official traffic control sign or signal.
 - ii. Intersection traffic.
 - iii. Any pedestrian in a crosswalk.
 - c. This prohibition is subject to individual street prohibitions contained for those designated truck routes contained in Section 10.08.130.
 2. ***In front of any United States Postal Service owned mailbox or receptacle.***

(Ord. 431, 2004; repealing Ord. 352)

10.08.040 Bus, camper, motor home recreational vehicle and boat restrictions.

- A. No person shall at any time park or leave standing a camper, house trailer, motor bus, motor truck, motor home, boat trailer, vehicle with camper, or recreational vehicle, whether attended or unattended, on any public highway, public street or other public way within the city limits, for a period greater than thirty (30) minutes, between the hours of 12:01 a.m. and 6:00 a.m.
- B. A recreational vehicle, ~~house trailer, or motor home~~ may be parked on a public street longer than the period allowed in Section 10.08.040 (A) if;
 1. It is owned by the resident or guest of the resident of the property in front of which it is parked, and
 2. ~~It is parked on the public street no longer than ten (10) days in any calendar year~~ ***No more than one Recreational Vehicle is parked at a time, and***
 3. ***It is parked on the public street no longer than 3 days in a ~~in a~~ 7 day period, and***
 4. Such vehicle is parked in a manner, which does not interfere with traffic or create a hazard by obstructing the view of drivers, and

5. No part of the RV extends such that it obstructs the sidewalk or the street, and

6. Any extension cord, hose or cable that crosses the sidewalk must be covered.

Failure to meet these criteria could result in a parking violation as per Section 10.08.160.

Chapter 16.04 DEFINITIONS

16.04.030 Meaning of specific words and terms.

As used in this title:

...

Recreational vehicle means a vacation trailer or other unit with or without motor power which is designed for human occupancy and to be used temporarily for recreational purposes and is identified as a recreational vehicle by the manufacturer.

A recreational vehicle is:

- 1. Built on a single chassis;***
- 2. 400 square feet or less when measured at the largest horizontal projection;***
- 3. Designed to be self-propelled or permanently towable by a vehicle; and***
- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.***

Chapter 16.14 C COMMERCIAL ZONE

16.14.030 Conditional uses.

The following uses and their accessory uses may be permitted when authorized by the Planning Commission in accordance with the requirements of Chapter 16.60, other relevant sections of this title and any conditions imposed by the Planning Commission:

- A. Adult bookstore, adult entertainment or adult motion picture theaters, provided no sales area or activity is ever visible from the building exterior, all building setbacks shall be a minimum of thirty-five (35) feet from any property line and shall be screened and buffered in accordance with Section 16.38.040. In addition, location shall be at least one thousand five hundred (1,500) feet, measured in a straight line, from any of the following:
 1. Residential district,
 2. Public or private nursery, preschool, elementary, junior, middle or high school,
 3. Day care facility, nursery school, convalescent home, home for the aged, resident care facility or hospital,
 4. Public library,
 5. Community recreation,
 6. Place of worship,
 7. Historic district or historic structure;
- B. Home occupations (Type II) subject to Chapter 16.46;
- C. Major impact utilities, including telecommunications facilities subject to Chapter 16.50, provided that a ten-foot perimeter setback containing both externally visible landscaping meeting buffering standards and solid screening surrounds the property;
- D. Retail or wholesale business with not more than fifty (50) percent of the floor area used for the manufacturing, processing or compounding of products in a manner which is clearly associated with the retail business conducted on the premises; (Ord. 478, 2015)
- E. On lots that do not abut a residential zone, retail or wholesale business with not more than seventy-five (75) percent of the floor area used for the manufacturing, processing or compounding of products in a manner which is clearly associated with the retail business conducted on the premises; (Ord. 478, 2015)
- F. Wholesaling, storage and distribution. (Ord. 415 § 7.60.050, 2002)
- G. Medical Marijuana Dispensaries (MMD) and commercial marijuana retail stores, subject to the following standards:
 1. Buffers which shall only be measured at the initial land use application and not subsequent annual renewals:
 - a. Elementary, middle or high school, public or private: one thousand (1,000) feet.
 - b. Day care: one thousand (1,000) feet.
 - c. Other marijuana businesses: one thousand (1,000) feet.
 - d. May not be adjacent to a residential zone, a public park, or a place of worship.
 2. The use must be located within a permanent, enclosed structure.

3. The use may not be allowed as a home occupation.
4. Applicant and all employees must pass a criminal background check.
5. The term of a conditional use approval shall not exceed one year - upon which time an annual review under AMC 16.60.060 shall be required.
6. Waste materials containing any amount of marijuana bio-mass or marijuana by products of any kind must be locked in a secure container on-site.
7. Hours of operation are limited to ~~10:00~~ **9:00** a.m. to ~~5:00~~ **10:00** p.m.
8. Drive through windows are prohibited.

(Ord. 493, § 2(Exh. A), 2021; Ord. 488, § 2(Exh. A), 2019; Ord. 487 § 2, 2017; Ord. 479 § 2, 2015; Ord. 478 § 1, 2015)

Chapter 16.34 PUBLIC IMPROVEMENT AND UTILITY STANDARDS

16.34.060 Sidewalks.

- A. On public streets, sidewalks are required except as exempted by the Aurora transportation system plan and shall be constructed, replaced or repaired in accordance with the City's public works design standards, Appendix A Illustrations 10, 11 and 12 set out at the end of this title. If properties are located in the historic commercial or historic residential overlay, sidewalks shall be constructed in accordance with the Aurora downtown improvement plan and the City of Aurora Design Review Guidelines for Historic District Properties, set out in the Appendix to this code.
- B. Maintenance of sidewalks and curbs is the continuing obligation of the adjacent property owner.
- C. The City may accept and record a non-remonstrance agreement for the required sidewalks from the applicant for a building permit for a single-family residence when the Public Works Director determines the construction of the sidewalk is impractical for one or more of the following reasons:
1. The residence is an in-fill property in an existing neighborhood and adjacent residences do not have sidewalks;
 2. Topography or elevation of the sidewalk base area makes construction of a sidewalk impractical.
- D. Sidewalk Seating and Displays.
1. Definitions.

Accessible route means a sidewalk at least four feet in width which has seven feet of vertical clearance.

Adjacent sidewalk means that portion of a public sidewalk between the curb line and the property line demarcated by extending the side ~~building~~ **property** lines of the premises until they intersect the curb.

(Ord. 488, § 2(Exh. A), 2019; Ord. 415 § 7.92.060, 2002; Ord. 464, 2011)

16.34.090 Storm drainage.

- A. Storm drainage shall be designed in accordance with the provisions set forth by the City's public works design standards and the adopted policies of the comprehensive plan. The Planning Director, City Engineer and Public Works Director shall recommend issuance of City permits only where adequate provisions for stormwater and floodwater runoff have been made, and:
1. The stormwater drainage system shall be separate and independent of any sanitary sewerage system;
 2. Inlets shall be provided so surface water is not carried across any intersection or allowed to flood any street;
 3. Surface water drainage patterns shall be shown on every development proposal plan;
 4. **For sites with 10,000 square feet or more of impervious surface area, a** stormwater analysis, calculations, and report shall be submitted with proposed plans for City review and approval. Stormwater quantity on-site detention facilities shall be required in accordance with Marion County Public Works Standards, unless otherwise approved by the City Engineer. When required because of an identified downstream deficiency, stormwater quantity on-site detention facilities shall be designed such that the peak runoff rates will not exceed pre-development rates for the specific range of storms where the downstream deficiency is evident. Construction of on-site detention shall not be allowed as an option if such a detention facility would have an adverse effect upon receiving waters in the basin or sub-basin in the event of flooding, or would increase the likelihood or severity of flooding problems downstream of the site.

5. All stormwater construction materials shall be subject to approval of the City Engineer.
6. For privately maintained stormwater facilities, a Private Stormwater Facilities Agreement, in a form approved by the City, shall be fully executed by the Owner and submitted to the City prior to the issuance of the City permit. This agreement, recorded with Marion County Oregon Licensing and Recording Division, identifies the operation and maintenance requirements and the party responsible for the long-term operation and maintenance of the private stormwater facilities.

Chapter 16.36 MANUFACTURED HOME REGULATIONS

16.36.050 Occupying recreational vehicles.

It is unlawful for any recreational vehicle, to be occupied, lived in or otherwise used as a residence within the city, ~~except in cases of a declared state of emergency,~~ unless such use is specifically approved by the city under Chapter 16.52. ~~except a private,~~ **A** residentially zoned property is permitted to use ~~one~~ recreational vehicle **at a time** to house guests no more than a total of ten (10) days in a calendar year **per property**. **Recreational vehicles cannot be occupied while parked on the street, a public park or any city property.**

- ~~A. Recreational vehicles shall be mobile and fully operable, on inflated wheels, and licensed with the Department of Motor Vehicles at all times.~~
- ~~B. No more than one recreational vehicle per lot shall be permitted to be stored outdoors, except for recreational vehicles brought to a lot by guests and for no more than a total of ten (10) days in a calendar year.~~
- ~~C. Porches and awnings and related structural projections may not be constructed adjacent or attached to a recreational vehicle.~~

(Ord 483, 2016; Ord. 415 § 7.94.050, 2002)

Chapter 16.38 LANDSCAPING, SCREENING AND FENCING

16.38.060 Fences or walls.

- A. Fences or walls up to forty-two (42) inches in height may be constructed in required front yards. Rear and side yard fences, or berm/fence combinations behind the required front yard setback may be up to six feet in height without any additional permits. Any fence or fence/berm combination greater than six feet in height shall require variance approval by the Planning Commission and may require a building permit. The prescribed heights of required fences, walls or landscaping shall be measured from the lowest of the adjoining levels of finished grade, except as permitted under 16.38.060.B below. Posts, trellis, lattice and any other material placed on top of the fence are considered to be a part of the fence when measuring overall height.
- B. Where grading or slope between property lines can be shown, rear and side yard fences up to seven (7) feet may be allowed if the applicant can show the fence shall be a maximum of six (6) feet from the higher grade where the fence is installed.
- C. Fences and walls shall be constructed of any materials commonly used in the construction of fences and walls such as wood or brick, or otherwise acceptable by the Planning Director. Except in industrially zoned property, chain link fencing is not permitted in the area from the front building line to the front of the property line. PVC coated chain link fencing may be used only behind the required front yard setback or in rear yards. Corrugated metal is not considered to be acceptable fencing material. **Barbed wire fencing, whether on top of a fence or wall or other use, is prohibited except in the industrial zone and shall be placed no less than six feet six inches from the ground provided that the fence is no closer than three feet from a sidewalk, public way, or adjoining residential property lines.**

(Ord. 496, § 2(Exh. A), 2022; Ord. 455 § 2, 2010; Ord. 415 § 7.96.060, 2002)

Chapter 16.58 SITE DEVELOPMENT REVIEW

16.58.020 Applicability of provisions.

Site development review shall be applicable to all new developments and major modification of existing developments, as provided in Section 16.58.060 except it shall not apply to:

- A. Single-family detached dwellings;
- B. Single-family attached dwellings;
- C. Manufactured homes on individual lots;
- D. A duplex, which is not part of any other development;
- E. A triplex, which is not part of any other development;
- F. Minor modifications as provided in Section 16.58.070;
- G. Family day care;
- H. Home occupation (Type I and Type II);
- I. Accessory dwelling unit or accessory structures;
- J. Temporary uses;
- K. Temporary structures;
- L. Telecommunications facilities approved under Section 16.50.060.
- M. Residential care home as defined in ORS 197.660(2).**

Chapter 16.74 PROCEDURES FOR DECISION MAKING—LEGISLATIVE

16.74.070 Approval process and authority.

- A. Following the public hearing, the Planning Commission shall formulate a recommendation to the Council to approve, to approve with modifications or to deny the proposed change, or to adopt an alternative.
- B. Within ten (10) days of the Planning Commission's recommendation, the Planning Director shall provide written notification to the Council and to all persons who provided testimony.
- C. Any member of the Commission who voted in opposition to the recommendation by the commission on a proposed change may file a written statement of opposition with the Planning Director prior to any council public hearing on the proposed change. The Planning Director shall transmit a copy to each member of the Council and place a copy in the record.
- D. If the Planning Commission fails to recommend approval, approval with modification, or denial of the proposed legislative change within sixty (60) days of its first public hearing on the proposed change, the Planning Director shall:
 - 1. Report the failure to approve a recommendation on the proposed change to the Council; and
 - 2. Cause notice to be given, the matter to be placed on the Council's agenda, a public hearing to be held and a decision to be made by the Council. No further action shall be taken by the Planning Commission.
- E. The Council shall:
 - 1. Have the responsibility to approve, approve with modifications or deny an application for the legislative change or to remand to the Planning Commission for rehearing and reconsideration on all or part of an application transmitted to it under this title. The Council may set conditions of approval that require conveyances and dedications of property needed for public use as a result of the development, code, plan or map amendment;
 - 2. Consider the recommendation of the Planning Commission, however, it is not bound by the Planning Commission's recommendation; and
 - 3. Act by ordinance on applications which are approved and shall be signed by the Mayor after the Council's adoption of the ordinance.
- EF. The approved legislative change shall take effect after adoption as specified in the enacting ordinance.
- G. ***If the Council's decision is appealed to LUBA, the Council may withdraw the decision for reconsideration at any time allowed by ORS Chapter 197 and LUBA's administrative rules.***

Chapter 16.76 PROCEDURES FOR DECISION MAKING—QUASI-JUDICIAL

16.76.220 Notice of final decision by the Planning Commission or Council.

- A. Notice of a final decision shall briefly summarize the decision and contain:
 - 1. A statement that all required notices under Section 16.76.040;
 - 2. A statement of where the adopted findings of fact, decision and statement of conditions can be obtained;
 - 3. The date the final decision was filed; and
 - 4. A statement of whether a party to the proceeding may seek appeal of the decision, as appropriate:
 - a. In the case of a final decision by the Council, the statement shall explain that this decision is final and how appeal may be heard by a higher authority, or
 - b. In the case of a final decision by the Planning Commission, the statement shall explain briefly how an appeal can be taken to the Council pursuant to Section 16.76.260, the deadlines, and where information can be obtained.
- B. Notice of the final decision by the Planning Commission or Council shall be mailed to the applicant and to all the parties to the decision, and shall be made available to the members of the Council.
- C. ***If the City's final decision is appealed to LUBA, the Council may withdraw the decision for reconsideration at any time allowed by ORS Chapter 197 and LUBA's administrative rules.***

(Ord. 415 § 7.162.220, 2002)

Chapter 16.78 PROCEDURES FOR DECISION MAKING—LIMITED LAND USE DECISIONS

16.78.100 Notice of decision.

- A. All limited land use decisions require a notice of decision.
- B. The applicant and any person who submits written comments during the fourteen-day period shall be entitled to receive the notice of decision.
- C. The notice of decision shall include:
 - 1. A brief summary of the decision;
 - 2. A statement of where the adopted findings of fact, decision and statement of conditions can be obtained;
 - 3. The date the final decision was made; and
 - 4. A statement of whether a party to the proceeding may seek appeal of the decision, as appropriate.
- D. Within ten (10) calendar days after the decision is made by the approval authority, the final decision shall be filed in the records of the Planning Director and notice thereof shall be mailed to the applicant and all parties in the action and shall be available to the approval authority.
- E. ***If the City's final decision is appealed to LUBA, the Council may withdraw the decision for reconsideration at any time allowed by ORS Chapter 197 and LUBA's administrative rules.***

(Ord. 419 § 18C, 2002; Ord. 415 § 7.164.100, 200

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(Supp. No. 4, Update 2)

Reports

Report from the Finance Officer for April 9, 2024

- The Finance report as of March 2024, the ninth month of fiscal year 2023-2024 is included. All funds are looking good going into the final quarter of the fiscal year. I have also included the Revenue vs Expenses Summary for March 2024. This report shows amounts received and spent in each fund during the month.
- The ending bank balances on March 31, 2024 are:
 - Checking - \$ 38,182.58
 - LGIP - \$ 4,655,845.69
- I continue to monitor and report as required on the following grant projects –
 - ❖ Well #3 Replacement – CSFRF Grant Agreement # 8009
 - ❖ Water Storage Tank / Pump Station – Contract # SR2227
 - ❖ ODOT Pedestrian Crossings – Contract # 7300000004941
 - ❖ Wastewater Treatment Facility – Contract # SR2301
 - ❖ Water Lines – Grant Agreement # BO-4566-22 with Marion County
 - ❖ House Bill 5202 (2022 Regular Session) General Fund Grant Agreement Number 107-2022-5202-65, Subrecipient Agreement with the Aurora Rural Fire Protection District No. 63
- Working on the Fiscal Year 2024-2025 budget. We have one open position on the Budget Committee.
- Keeping current with payables and receivables.

Respectfully,



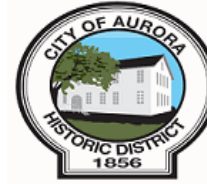
Mary C. Lambert

CITY OF AURORA - FINANCE REPORT Ending March 31, 2024

CITY OF AURORA - FINANCE REPORT Ending March 31, 2024										Year to Date
FUND	BUDGET	*BALANCE @ June 30, 2023	TOTAL REVENUES	% TO DATE	BUDGET less contingency	TOTAL EXPENSES	% TO DATE	END BALANCE March 31, 20024	Gains / (Losses)	
10	GENERAL	1,230,586.00	601,600.80	572,294.07	90.99%	933,395.00	468,958.44	50.24%	704,936.43	\$ 103,335.63
15	CITY HALL BUILDING	162,900.00	153,948.00	8,575.14	95.79%	162,900.00	85,158.15	52.28%	77,364.99	\$ (76,583.01)
20	AURORA COLONY DAYS	35,070.00	24,591.08	13,139.40	125.39%	28,467.00	20,952.39	73.60%	16,778.09	\$ (7,812.99)
29	PARK SDCs	91,705.00	80,720.59	2,963.25	26.98%	91,705.00	0.00	0.00%	83,683.84	\$ 2,963.25
30	STREET/STORM	1,401,146.00	732,789.29	146,813.92	21.97%	1,234,320.00	150,067.21	12.16%	729,536.00	\$ (3,253.29)
35	ST/STORM RESERVE	187,060.00	169,784.10	16,098.29	93.18%	187,060.00	0.00	0.00%	185,882.39	\$ 16,098.29
39	ST/STORM SDCs	121,111.00	107,558.42	3,948.42	29.13%	121,111.00	0.00	0.00%	111,506.84	\$ 3,948.42
40	WATER OPERATING	1,042,100.00	658,843.77	321,182.29	83.80%	915,830.00	222,536.51	24.30%	757,489.55	\$ 98,645.78
45	WATER RESERVE	1,725,000.00	700,890.42	25,080.66	2.45%	1,725,000.00	46,860.91	2.72%	679,110.17	\$ (21,780.25)
46	WATER GRANT SR2227	2,863,431.00	7,752.50	36,113.00	1.26%	2,863,431.00	100,871.67	3.52%	-57,006.17	\$ (64,758.67)
49	WATER SDCs	94,210.00	70,811.14	2,599.47	11.11%	94,210.00	0.00	0.00%	73,410.61	\$ 2,599.47
50	SEWER OPERATING	1,097,200.00	664,697.66	358,518.94	82.89%	822,091.00	420,878.49	51.20%	602,338.11	\$ (62,359.55)
55	SEWER RESERVE	3,187,400.00	85,879.96	106,823.63	3.44%	3,187,400.00	0.00	0.00%	192,703.59	\$ 106,823.63
56	WWTF GRANT SR2301	3,662,000.00	10,560.00	99,083.00	2.71%	3,662,000.00	97,861.25	2.67%	11,781.75	\$ 1,221.75
57	G. O. DEBT SERVICE	287,375.00	27,921.03	261,016.64	100.60%	287,375.00	6,187.50	2.15%	282,750.17	\$ 254,829.14
59	SEWER SDCs	95,335.00	85,532.33	3,139.86	32.03%	95,335.00	0.00	0.00%	88,672.19	\$ 3,139.86
60	SPECIAL PROJECTS BOND	7,151,000.00	0.00	0.00	0.00%	2,000,000.00	0.00	0.00%	0.00	\$ -
TOTALS		24,434,629.00	4,183,881.09	1,977,389.98	9.76%	18,411,630.00	1,620,332.52	8.80%	4,540,938.55	
* Balance per 2023 audit						Contingencies = 6,022,999		4,540,938.55	\$ 357,057.46	

General Ledger

Revenue vs Expenses Summary



User: MaryL
 Printed: 4/3/2024 - 6:01 PM
 Fiscal Year: 2024
 Fiscal Period: 9

Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
10	GENERAL FUND	117,509.85	18,511.88	32,686.10	103,335.63
15	CITY HALL BUILDING FUND	2,884.49	1,032.50	80,500.00	-76,583.01
20	Aurora Colony Days Fund	-7,569.91	74.28	317.36	-7,812.99
29	Park SDCs	2,592.78	370.47	0.00	2,963.25
30	STREETS/STORM FUND	-6,812.04	9,700.25	6,141.50	-3,253.29
35	Streets/Storm Reserves	15,269.88	828.41	0.00	16,098.29
39	Streets/Storm SDCs	3,454.78	493.64	0.00	3,948.42
40	Water	111,678.20	3,610.21	16,642.63	98,645.78
45	WATER RESERVE FUND	-16,091.02	3,006.45	8,695.68	-21,780.25
46	Water Storage Grant Project	-54,221.09	0.00	10,537.58	-64,758.67
49	Water SDCs	2,274.48	324.99	0.00	2,599.47
50	Sewer	-11,214.19	2,826.67	53,972.03	-62,359.55
55	SEWER RESERVE FUND	105,970.52	853.11	0.00	106,823.63
56	WWTF Grant Project	-69,991.25	71,213.00	0.00	1,221.75
57	SEWER DEBT SERVICE	248,807.65	6,021.49	0.00	254,829.14
59	SEWER SDC FUND	2,747.31	392.55	0.00	3,139.86
60	Special Projects - Bond	0.00	0.00	0.00	0.00
	Report Totals:	447,290.44	119,259.90	209,492.88	357,057.46

City Council

Public Works Activity Report

Mar 2024

Wastewater:

- Routine operation and maintenance 24/7 365.
- Wastewater Treated 1.8 MG
- Review plans for development
- Completed DMR form to report DEQ, EPA
- Wastewater RFQ

Water:

- Routine operation and maintenance 24/7 365.
- Wells are running 8.0 hours daily producing an average of 76,000 gal per day.
- Total water production 2,400,000 Gal.
- Wells 4 in production
- Construction of the road at well #6 location
- Water RFQ

Streets:

- Routine operation and maintenance.
- Monitoring streetlights
- Catch basins cleaning
- Street sweeping
- Pothole remediation.
- Working with ODOT Hwy 99 Crossings

Park:

- Monitor trees for safety issues
- Pressure wash hard surfaces
- Rodent removal
- Tree planting in park

Meetings and/or Training Attended

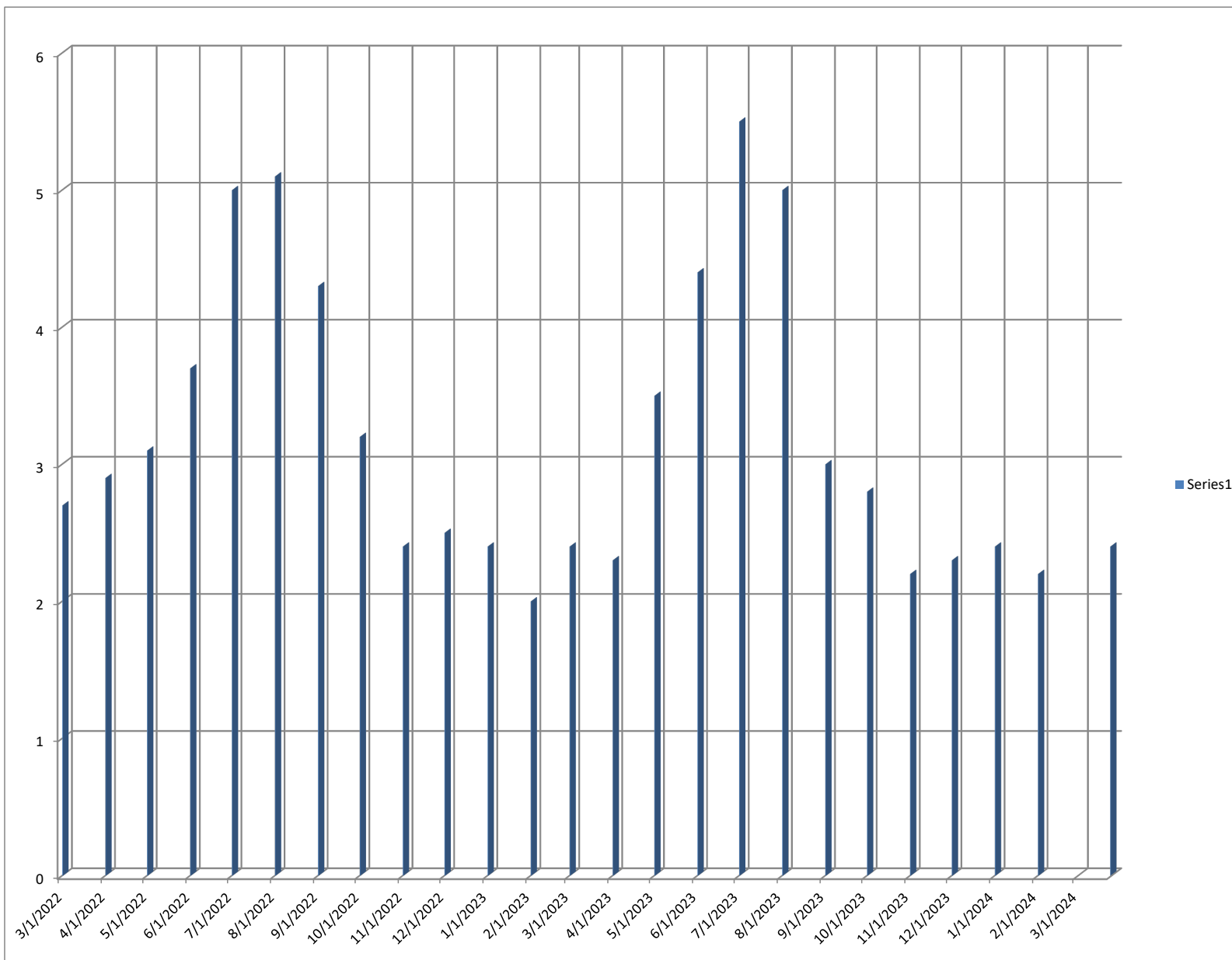
- NW Section of American Water Works Association
- Meeting to discuss Well 3 replacement options
- Respectfully: Mark Gunter PWS

Public works project list

New Water storage tank
Replace well #3
Wastewater treatment Plant

Mar-22	2.7
Apr-22	2.9
May-22	3.1
Jun-22	3.7
Jul-22	5
Aug-22	5.1
Sep-22	4.3
Oct-22	3.2
Nov-22	2.4
Dec-22	2.5
Jan-23	2.4
Feb-23	2
Mar-23	2.4
Apr-23	2.3
May-23	3.5
Jun-23	4.4
Jul-23	5.5
Aug-23	5
Sep-23	3
Oct-23	2.8
Nov-23	2.2
Dec-23	2.3
Jan-24	2.4
Feb-24	2.2
Mar-24	2.4

Monthly Water use In Million Gallons



City of Aurora – City Attorney’s Report to City Council for April 9, 2024

1. Work with city staff and contractor on alternative to bidding public contracting process and documents.
2. Advise staff on public records request issues.

April 2024 City Recorder Report

See below for follow-up from last Council meeting (first item below) and highlights from this past month:

-Coordinated with City Engineer staff and City Attorney on RFQ details in preparation for March's City Council meeting as well as RFP details for April's Council meeting.

-The City of Aurora was awarded for its 2024 Certified Local Government grant application for local restoration projects an amount of \$16,500.

-Posted online about Mayor Asher's segment on Koin 6 News – Mayor Monday: Updates from historic Aurora, Oregon ([Mayor Monday: Updates from historic Aurora, Oregon \(koin.com\)](https://www.koin.com/news/mayor-monday-updates-from-historic-aurora-oregon)).

-Discussion with Mayor Asher about gift ideas for its sister city relationship with Bleicherode, Germany. Donald Kunz, ancestor of the sister (Fredericka) of Wilhelm Kiel, will travel to Bleicherode on July 14, 2024, along with other cities relating to his family history.

-Assisted staff (Dave Perez, Mary Ann Smith) from Congresswoman Salinas' office to host a Mobile Caseworker Hours event @ Aurora City Hall. Stay tuned for a similar future event with the purpose of connect local residents to federal agencies.

-Assisted a home occupation business applicant and planning staff in preparation for a Planning Commission hearing, which application was approved with conditions.

-Received and worked with the City Attorney to fulfill a pair of separate public records requests by investigators for former Aurora Police Department employees.

-Researched the city's current copier contract, interfaced with the City Attorney relative to a potential new contract, and discussed transition to a new contract with staff.

-Attended a March regional administrator meeting in Salem at the Mid-Willamette Valley Council of Governments as well as an Oregon City/County Management Association (OCCMA) conference in Seaside later this month.

-Coordinated with the City Planner on a conditional use permit for the second of two marijuana businesses to go through this process in 2024.

-Assisted Public Works in hosting a quarterly Safety Meeting for city staff.

-Responded to requests for information relating to the Aurora Apartments project.

-Met with Laurie Boyce as part of an Aurora Emergency Preparedness interest in partnering with the city on updating the city's Emergency Operations Plan (EOP) based on Marion County feedback.

Respectfully submitted,

Stuart A. Rodgers

10:17 AM

04/01/24

**Aurora Business License
Deposit Detail
March 2024**

Type	Num	Date	Name	Account	Amount
Deposit		03/06/2024		Business License ...	250.00
Payment	80579	03/04/2024	FOREST KNOLLS ...	Undeposited Funds	-50.00
Payment	2119	03/04/2024	BRYANT POWER S...	Undeposited Funds	-50.00
Payment	139	03/04/2024	TERI ORCUTT	Undeposited Funds	-50.00
Payment	876	03/05/2024	HEMPEL BACKFLO...	Undeposited Funds	-50.00
Payment	136	03/06/2024	GOSHEN ADULT F...	Undeposited Funds	-50.00
TOTAL					-250.00
Deposit		03/13/2024		Business License ...	200.00
Payment	80579	03/13/2024	R & B COLLECTIBL...	Undeposited Funds	-50.00
Payment	1300	03/13/2024	WOOD & ROSE VI...	Undeposited Funds	-50.00
Payment	3969	03/13/2024	BACK PORCH VINT...	Undeposited Funds	-50.00
Payment	3616	03/13/2024	RETRO BETSY	Undeposited Funds	-50.00
TOTAL					-200.00
Deposit		03/21/2024		Business License ...	2,995.00
Payment	80580	03/18/2024	JILLIAN THE GROO...	Undeposited Funds	-70.00
Payment	80581	03/18/2024	WHISTLE STOP JU...	Undeposited Funds	-65.00
Payment	Nightd...	03/20/2024	ESSENTIALS CAN...	Undeposited Funds	-2,500.00
Payment	137	03/18/2024	ANIMAL BOTANICAL	Undeposited Funds	-50.00
Payment	83931...	03/18/2024	AURORA ANTIQUES	Undeposited Funds	-65.00
Payment	1341	03/18/2024	HARDLINE HEART...	Undeposited Funds	-65.00
Payment	62085	03/18/2024	HOMEFIRE STOVE	Undeposited Funds	-65.00
Payment	60646	03/18/2024	NORTHWEST RES...	Undeposited Funds	-50.00
Payment	2582	03/18/2024	ONE SPEED SERVI...	Undeposited Funds	-65.00
TOTAL					-2,995.00
Deposit		03/21/2024		Business License ...	50.00
Payment	3071Q	03/19/2024	LEAR ELECTRIC C...	Undeposited Funds	-50.00
TOTAL					-50.00
Deposit		03/28/2024		Business License ...	50.00
Payment	80582	03/27/2024	MARGARET NICKE...	Undeposited Funds	-50.00
TOTAL					-50.00

ADDITIONAL DOCUMENTS

EMERGENCY MANAGEMENT DISCUSSION

- **Internal training and readiness**
 - Plans
 - Incident Command Systems (ICS) training to be National Incident Management Systems (NIMS) compliant
 - Policy/Procedures
 - Activations
 - Delegations of authority
 - Organization representation
 - What do you expect your employees to do
- **External Support**
 - MOU/MOA (who to call when, and what they can do for you)
 - How do you represent your community in a county-wide event
 - How do you work with Aurora Prepared