



City of Union

Agenda

City Council Meeting

Monday, July 11, 2022 @ 7:00 PM

Leonard Almquist Council Chambers, 342 S. Main St,
Union, OR 97883

	Page
1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:	
Mayor:	Flint
Councilors:	Farmer, Hawkins, Cox, Richter, Denton and McMillan
2. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:	
3. OLD BUSINESS:	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
4. NEW BUSINESS:	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
4.1. CDBG - Water backup and telemetry bid	4 - 21
Water Backup Generation and Telemetry Bid - Pdf	
4.2. Amending Ordinance 565 (TLT Tax)	22 - 23
Ordinance 566 - Pdf	
4.3. Ziplly Communications Franchise	24 - 34
Zipty Ordinance 567 (Final)	
Zipty Franchise Agreement (Exhibit A)	
5. CONSENT AGENDA:	
5.1. Business/Special Meeting Minutes	
• June 13, 2022	35 - 38
City Council - Jun 13 2022 - Minutes - Pdf	
5.2. Work Session Minutes	
• June 13, 2022	39 - 41
Council Work Session - Jun 13 2022 - Minutes - Pdf	
• June 27, 2022	42 - 44
Council Work Session - Jun 27 2022 - Minutes - Pdf	
5.3. Information Reports	
• Office Manager Report	45 - 62
June 2022 - Pdf	
• Library Monthly Report	63 - 64
June 2022 - Pdf	

- Ordinance Officer Monthly Report 65 - 68
[June 2022 - Pdf](#)
- Fire/EMS Monthly Report 69 - 70
[June 2022 - Pdf](#)
- Sheriff's Monthly Report 71 - 74
[June 2022 - Pdf](#)
- Animal Enforcement Officer Monthly Report 75 - 77
[June 2022 - Pdf](#)

6. **CITY COUNCIL WORKING COMMITTEE UPDATES:**

- 6.1. Library Levy
- 6.2. Fire/Ems
- 6.3. Ordinance Review

7. **CITY ADMINISTRATOR / PUBLIC WORKS REPORT:**

- 7.1. Administrator Monthly Report 78 - 79
[June 2022 - Pdf](#)
- 7.2. Wastewater Monthly Report 80 - 81
[June 2022 - Pdf](#)
- 7.3. Public Works Monthly Report 82 - 83
[June 2022 - Pdf](#)

8. **PUBLIC COMMENT**

Audience members may bring any concern before the Council at this time.

Public comment rules:

All public comment is subject to 3 minutes per individual and time may be cut short by the Mayor if the information addressing the Council becomes redundant. All persons addressing the Council must speak at the lectern and prior to speaking must state their name and address.

9. **UPCOMING MEETINGS AND SUGGESTIONS:**

- 9.1. July 25, 2022 Council Work Session at 6 pm.
- 9.2. August 8, 2022 Council Work Session at 6 pm
- 9.3. August 8, 2022 Council Meeting at 7 pm

10. **ADJOURNMENT:**

The City of Union Regular Business Meeting will be streamed live on our Facebook page beginning at 7:00pm. Please like and follow our Facebook page (<http://www.facebook.com/cityofunion.ontheweb>), to be notified and view our live feed. The feed will be monitored and pertinent comments to all matters being discussed will be shared with Council. You may also email comments to admin@cityofunion.com during the meeting, which will be shared with Council at the appropriate time.

For any questions, please contact us at 541-562-5197.

Seating in the Leonard Almquist Chambers is open to the public.

If you have a disability that requires any special materials, services, or assistance, please contact City Hall at 541-562-5197 so we may arrange appropriate accommodations.



Memorandum

Subject: CDBG - Water backup and telemetry bid
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Doug Wiggins,

BACKGROUND INFORMATION:

Bids were let on the project a month ago and have been received. The attached is the only bid received on the project. The recommendation from A&P will be presented at the council meeting.

FINANCIAL IMPACT:

The bid will have some choices to make, but we are negotiating some expenses a bit with the contractor. In all the bid will come in for around \$2 million. Cities match on that will be 1% and could be a bit more if we wish to add in a few of the additives.

POLICY IMPLICATIONS:

Bid must be approved by Council before going forward or if council chooses we can do the bid process again.

RECOMMENDATION:

I will leave that recommendation to A&P's Letter.

ATTACHED:

[Price Proposal City of Union, Oregon Water System Backup](#)

PROPOSER'S PACKET



CITY OF UNION, OREGON

WATER SYSTEM BACKUP POWER AND SYSTEM CONTROL IMPROVEMENTS

2022



engineering • surveying • natural resources

1901 N. Fir Street - La Grande, OR 97850 Ph: (541) 963-8309 Fax: (541) 963-5456
LA GRANDE, OR. WALLA WALLA, WA. REDMOND, OR. HERMISTON, OR.

INDEX

Proposer's Packet

	PAGE
✓ Price Proposal Form	1 to 8
✓ Bid Bond	
✓ Proposer's Performance and Payment Bond Statement	
✓ Proposer's Certification Statements as Required by Certain Oregon Revised Statutes (ORS)	
✓ First-Tier Subcontractor Disclosure Form	

PRICE PROPOSAL FORM

PROJECT/CONTRACT: City of Union, Oregon
Water System Backup Power and System Control Improvements - 2022

THIS PROPOSAL IS SUBMITTED TO:

City of Union
P.O. Box 529/342 South Main
Union, Oregon 97883

THIS PROPOSAL IS SUBMITTED BY (PROPOSER): Michael A. Becker General
Contractor, Inc.

ARTICLE 1 – PROPOSER’S ACKNOWLEDGMENTS

1.01 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

1.02 The undersigned Proposer agrees to submit a Proposal for construction of the Work included in this Price Proposal Form.

ARTICLE 2 – PROPOSER’S REPRESENTATIONS

2.01 In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

A. Proposer has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>June 22, 2022</u>
<u>#2</u>	<u>June 27, 2022</u>

B. Proposer has become familiar with the site and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Proposer has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the

Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Proposer, and safety precautions and programs incident thereto.

- E. Proposer does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) proposed and within the times and in accordance with the other terms and conditions of the Contract Documents.
- F. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

ARTICLE 3 – PROPOSER’S CERTIFICATION

3.01 Proposer certifies that:

- A. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
- C. Proposer has not solicited or induced any individual or entity to refrain from proposing; and
- D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 3.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the proposing process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the proposing process to the detriment of Owner, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposing process or affect the execution of the Contract.

ARTICLE 4 – PRICE PROPOSAL FORM

4.01 Proposer agrees to perform all work described in the CONTRACT DOCUMENTS for the following price(s)*:

NOTE: Unless noted otherwise in the Contract Documents, Proposals shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
GENERAL					
1.	Mobilization/Demobilization (10% of Total Base Proposal Price)	LS	XXX	All Req'd	<u>80,000.⁰⁰</u>
2.	Temporary Protection and Direction of Traffic/Project Safety	LS	XXX	All Req'd	<u>5,000.⁰⁰</u>
WELL NO. 2 IMPROVEMENTS					
3.	Demolition of Existing Well No. 2 Building and Piping	LS	XXX	All Req'd	<u>18,000.⁰⁰</u>
4.	Well No. 2 Site Work	LS	XXX	All Req'd	<u>17,000.⁰⁰</u>
5.	Well No. 2 Building (Mechanical and Generator Rooms)	LS	XXX	All Req'd	<u>260,000.⁰⁰</u>
6.	Well No. 2 Mechanical Piping, Valves, Fittings, and Flowmeter	LS	XXX	All Req'd	<u>60,000.⁰⁰</u>
7.	Vertical Turbine Well Pump and Motor	LS	XXX	All Req'd	<u>211,000.⁰⁰</u>
8.	Well No. 2 Chlorine Residual Analyzer	LS	XXX	All Req'd	<u>26,000.⁰⁰</u>
9.	3/4-inch Water Service Line	LF	<u>60.⁰⁰</u>	375	<u>22,500.⁰⁰</u>
10.	Well No. 2 Heating and Ventilation	LS	XXX	All Req'd	<u>35,000.⁰⁰</u>
11.	Well No. 2 Electrical and Control Work	LS	XXX	All Req'd	<u>363,000.⁰⁰</u>
12.	Well No. 2 Generator and Automatic Transfer Switch (ATS)	LS	XXX	All Req'd	<u>150,000.⁰⁰</u>
13.	Gravel Surface Restoration	SY	<u>25.⁰⁰</u>	200	<u>5,000.⁰⁰</u>
14.	Well No. 2 Painting	LS	XXX	All Req'd	<u>16,000.⁰⁰</u>
WELL NO. 3 IMPROVEMENTS					
15.	Demolition of Existing Well No. 3 Building Components	LS	XXX	All Req'd	<u>8,000.⁰⁰</u>
16.	Well No. 3 Site Work	LS	XXX	All Req'd	<u>5,000.⁰⁰</u>
17.	Well No. 3 Generator Building	LS	XXX	All Req'd	<u>118,000.⁰⁰</u>
18.	Well No. 3 Mechanical Piping, Valves, Fittings, and Flowmeter	LS	XXX	All Req'd	<u>16,000.⁰⁰</u>
19.	Well No. 3 Chlorine Residual Analyzer	LS	XXX	All Req'd	<u>26,000.⁰⁰</u>

5/26/22

-4-

G:\Clients\Union\Water\482-58 Water System Backup Power\Specs\Proposer's Packet\Price Proposal Form.Docx

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
20.	3/4-inch Water Service Line	LF	<u>60⁰⁰</u>	360	<u>21,600⁰⁰</u>
21.	3/4-inch Hydraulic Sensing Line	LF	<u>60⁰⁰</u>	35	<u>2,100⁰⁰</u>
22.	Rock Excavation	CY	<u>200⁰⁰</u>	25	<u>5,000⁰⁰</u>
23.	Chlorination System Equipment	LS	<u>XXX</u>	All Req'd	<u>45,000⁰⁰</u>
24.	Well No. 3 Heating and Ventilation	LS	<u>XXX</u>	All Req'd	<u>30,000⁰⁰</u>
25.	Well No. 3 Electrical and Control Work (including New Electrical Service)	LS	<u>XXX</u>	All Req'd	<u>347,000⁰⁰</u>
26.	Well No. 3 Generator and ATS	LS	<u>XXX</u>	All Req'd	<u>135,000⁰⁰</u>
27.	Well No. 3 Painting	LS	<u>XXX</u>	All Req'd	<u>10,000⁰⁰</u>
TOTAL BASE PROPOSAL PRICE					\$ <u>2,037,200⁰⁰</u>

The Work items listed below may be added to the scope of the Project and the Base Proposal Price at the option of the Owner. Refer to the "Request for Proposals." Additive Alternatives may be added as a unit in the number order listed.

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
ADDITIVE ALTERNATIVES					
1. EXISTING 750,000-GALLON WATER STORAGE RESERVOIR IMPROVEMENTS					
A.	Reservoir Mixer with Solar Panels	LS	<u>XXX</u>	All Req'd	<u>60,000⁰⁰</u>
B.	Reservoir Electrical and Control Work	LS	<u>XXX</u>	All Req'd	<u>36,400⁰⁰</u>
SUBTOTAL ADDITIVE ALTERNATIVE 1					\$ <u>96,400⁰⁰</u>
2. WELL NO. 2 MAINTENANCE ROOM					
A.	Well No. 2 Maintenance Room Site Work	LS	<u>XXX</u>	All Req'd	<u>7,000⁰⁰</u>
B.	Well No. 2 Maintenance Room Building	LS	<u>XXX</u>	All Req'd	<u>230,000⁰⁰</u>
C.	Well No. 2 Maintenance Room Heating and Ventilation including Natural Gas Service	LS	<u>XXX</u>	All Req'd	<u>14,200⁰⁰</u>
D.	Well No. 2 Maintenance Room Electrical and Control Work	LS	<u>XXX</u>	All Req'd	<u>32,700⁰⁰</u>
E.	Overhead Door	LS	<u>XXX</u>	All Req'd	<u>23,000⁰⁰</u>
F.	Well No. 2 Maintenance Room Painting	LS	<u>XXX</u>	All Req'd	<u>5,000⁰⁰</u>
SUBTOTAL ADDITIVE ALTERNATIVE 2					\$ <u>311,900⁰⁰</u>

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
3. NORTH CHLORINE RESIDUAL ANALYZER IMPROVEMENTS					
A.	North Chlorine Residual Analyzer	LS	<u>XXX</u>	All Req'd	<u>21,000.00</u>
B.	3/4-inch Water Service Line	LF	<u>35.00</u>	480	<u>16,800.00</u>
C.	North Chlorine Residual Analyzer Electrical and Control Work	LS	<u>XXX</u>	All Req'd	<u>10,000.00</u>
D.	Well No. 3 Radio Telemetry Equipment	LS	<u>XXX</u>	All Req'd	<u>9,500.00</u>
E.	Asphalt Surface Restoration	SY	<u>170.00</u>	10	<u>1,700.00</u>
F.	Cold-Mix Asphalt Surface Restoration	SY	<u>200.00</u>	10	<u>2,000.00</u>
G.	Lawn Surface Restoration	SY	<u>23.00</u>	100	<u>2,300.00</u>
H.	North Chlorine Residual Analyzer Painting	LS	<u>XXX</u>	All Req'd	<u>2,500.00</u>
SUBTOTAL ADDITIVE ALTERNATIVE 3					\$ <u>65,800.00</u>
TOTAL ADDITIVE ALTERNATIVES 1, 2, AND 3					\$ <u>4,741,100.00</u>

- 4.02** Proposer acknowledges that (1) each Unit Price includes an amount considered by Proposer to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Proposer agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Proposer accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS PROPOSAL

- 6.01 The following documents are attached to and made a condition of this Price Proposal:
 - A. Required Proposal security;
 - B. A completed First-Tier Subcontractor Disclosure Form (see instructions on the form).
 - C. A completed and signed Proposer’s Performance and Payment Bond Statement.
 - D. A completed and signed Proposer’s Certification Statement as required by certain Oregon Revised Statutes (ORS).

ARTICLE 7 – A DEFINED TERMS

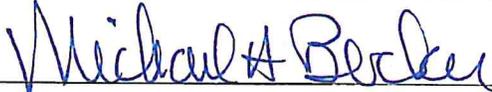
- 7.01 The terms used in this Proposal with initial capital letters have the meanings stated in the Request for Proposals, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – PROPOSAL SUBMITTAL

Proposer is: An Individual A Partnership A Corporation Joint Venture
(Check correct designation.)

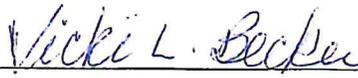
PROPOSER: *[Indicate correct name of proposing entity]*

Michael A. Becker General Contractor, Inc.

By: 
[Signature]

[Printed name] Michael A. Becker

(If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Vicki L. Becker

Title: Corporate Secretary

Submittal Date: June 30, 2022

Address for giving notices:

Michael A. Becker General Contractor, Inc.
P.O,Box 1159/10406 N. McAlister Rd.
La Grande, Oregon 97850

Telephone Number: 541-963-7096

Fax Number: 541-963-6775

Contact Name and e-mail address: Lavar Bowles

lbowles@mikebeckergc.com

State Contractor License No. #40103

Employer's Federal Tax ID No. #93-0800293

A Joint Venture requires the signature of all parties involved. Attach evidence of authority to sign.



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Michael A. Becker General Contractor, Inc.
P O Box 1159
La Grande, Oregon 97850

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Union
P.O. Box 529/342 South Main
Union, Oregon 97883

BID

Bid Due Date: June 30, 2022

Description (Project Name— Include Location): **City of Union, Oregon - Water System Backup Power and System Control Improvements - 2022**

BOND

Bond Number: BID

Date: June 8, 2022

Penal sum Five percent of the total amount bid §5% of the total amount bid
(Words) (Figures)

Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Michael A. Becker General Contractor, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By:
Signature

By:
Signature (Attach Power of Attorney)

Michael A. Becker
Print Name

Kenneth J. Frick, OR Lic.#683264
Print Name

President
Title

Attorney-in-Fact
Title

Attest:
Signature

Attest:
Signature Lori McKimmy

Title Corporate Secretary

Title Attorney-in-Fact

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kenneth J Frick** of **YAKIMA**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

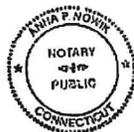
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **June**, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROPOSER'S PERFORMANCE AND PAYMENT BOND STATEMENT

Michael A. Becker General Contractor, Inc. hereinafter referred to as Proposer, is submitting a Proposal to City of Union, Oregon, pursuant to the latter's Request for Proposals for the Project Water System Backup Power and System Control Improvements - 2022.

Proposer certifies that if it is awarded the Contract, Proposer has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Price Proposal providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be Travelers Casualty & Surety Co. of America. Proposer hereby authorizes (Surety Company)

Travelers Casualty & Surety Co of America disclose any information (Surety Company)

to the Owner concerning Proposer's ability to supply Performance and Payment Bonds in the amount of the Contract.

Michael A. Becker General Contractor, Inc. Proposer

Michael A Becker By: Michael A. Becker

PROPOSER'S CERTIFICATION STATEMENTS AS REQUIRED BY
CERTAIN OREGON REVISED STATUTES (ORS)

The Proposer, Michael A. Becker General Contractor, Inc., certifies to the following:
(Company Name)

- (1) Proposer is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055. The Proposer certifies that Registration Number allows his/her company to perform Work on Public Works Projects and that this registration is current and valid. The Proposer further certifies that, if awarded the Contract, all Subcontractors performing Work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055 before the Subcontractors commence Work under the Contract (reference ORS 279C.365).
- (2) Proposer agrees to be bound by and will comply with the provisions of the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870 and OAR 839-25) and the federal Davis-Bacon Act (40USC1371-1377), which provides for payment of not less than the applicable prevailing wage rate (state or federal, whichever is greater), including fringe benefits, the posting of wage rates on the jobsite, the furnishing of payroll certifications, and other requirements. In addition, the Proposer will comply with ORS 279C.520 and 279C.540 in the hours of employment and the payment of overtime.
- (3) Proposer is in compliance with State of Oregon tax laws in accordance with ORS 305.385.
- (4) Proposer, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 279A.110).
- (5) Proposer is a [Non-resident Proposer] of [Resident Proposer] (circle correct designation) as defined in ORS 279A.120. "Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the Proposer and has a business address in the State of Oregon (reference ORS 279C.365).
- (6) Proposer and Proposer's Subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entity of which the Contractor or Subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not to be qualified to hold or participate in a public contract for a public improvement.
- (7) Proposer has an employee drug testing program that meets state and federal standards (reference ORS 279C.505).

Proposer: Michael A. Becker
Michael A. (Signature) Becker

Title: President

Date: June 30, 2022

Project: **City of Union, Oregon
Water System Backup Power and
System Control Improvements - 2022**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)**

PROJECT NAME: City of Union, Oregon - Water System Backup Power and System Control Improvements - 2022

PROPOSAL CLOSING: Date: June 30, 2022 Time: 2:00 PM (Local Time)

DISCLOSURE DEADLINE: Date: June 30, 2022 Time: 4:00 PM (Local Time)

This form must be submitted within two (2) working hours after the advertised Proposal closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Type of Work Performed, Contact Name, and Telephone Number of each Subcontractor who will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no Subcontractors who need to be disclosed. **(IF NEEDED, ATTACH ADDITIONAL SHEETS.)**

	<u>NAME/ADDRESS</u>	<u>TYPE OF WORK PERFORMED</u>	<u>DOLLAR AMOUNT OF WORK</u>	<u>CONTACT NAME/ PHONE #</u>
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____

The above listed first-tier Subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a) Five (5) percent of the total Proposal Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000, do not list the Subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Proposal Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A PROPOSAL SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH PROPOSERS SHALL NOT BE CONSIDERED FOR AWARD!

Form Submitted By (Proposer Name): Michael A. Becker General Contractor, Inc.

Contact Name: Lavar Bowles Phone #: 541-963-7096

Deliver Form to Owner: **City of Union, Oregon**

Person Designated to Receive Form: **Doug Wiggins, City Administrator** Phone #: **541-562-5197**

Owner's Address: **P.O. Box 529/342 South Main, Union, Oregon 97883**

IT IS THE RESPONSIBILITY OF PROPOSERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE REQUEST FOR PROPOSALS.

**INSTRUCTIONS FOR
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

1. This form must be submitted within two (2) working hours of the advertised Proposal closing date and time. (See disclosure deadline on Disclosure Form and location where form must be submitted.) Working hours include the hours between 8 a.m. and 5 p.m., excluding the noon hour.
2. This form may be submitted to the Owner by one of two means:
 - a. Include the completed form in the envelope containing the Proposal, and note on the outside of the envelope that the form is included.
 - b. Submit the completed form to the Owner separately from the Proposal, within the time required, to the address listed on the form.
3. Reference ARTICLE 17 in the Request for Proposals for further instructions relative to this disclosure.

NOTE: It shall be the Proposer's sole responsibility to ensure the form is delivered to the Owner within the required deadline. The Owner assumes no liability for a malfunction of the Owner's equipment or for any other cause. The resulted failure of the Owner to receive the Disclosure Form due to fax problems or any other problem will not relieve the Proposer from meeting the deadline.



Memorandum

Subject: Amending Ordinance 565
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Doug Wiggins,

BACKGROUND INFORMATION:

Ordinance 565 contained a couple errors that the Department of Revenue needed corrected. This Ordinance addresses that and will make it allowable for ODOR to collect the TLT tax for the City of Union.

FINANCIAL IMPACT:

Once implemented we will begin to receive quarterly checks from ODOR for Transient Lodging Tax.

RECOMMENDATION:

Pass Ordinance 566 on 1st Reading

ATTACHED:

[Ordinance 566](#)

CITY OF UNION
STATE OF OREGON

In the Matter of an Ordinance
Amending the City of Union
Lodging Tax (Ordinance 565)

ORDINANCE NO. 566

WHEREAS, the City of Union passed Ordinance 565 on March 14, 2022, with the intent that it would be administered by the Oregon State Department of Revenue (ODOR); and,

WHEREAS, upon submission of the Ordinance 565 to the ODOR, it was discovered that some required language was missing for ODOR to administer the City of Union Lodging Tax; and,

WHEREAS, it will not be possible to begin enforcement of this Ordinance 565 by July 1, 2022.

NOW THEREFORE BE IT RESOLVED, the governing body for the City of Union amends Ordinance 565 as follows:

1. Section 2. Definitions, subsection K shall read as follows:

K. Tax Administrator means the City Administrator/Recorder, or their designee, which may include the Oregon Department of Revenue. If the city utilizes the Oregon Department of Revenue as its tax administrator, it will comply with ORS 305.620 in that it will follow the rules adopted by the Department of Revenue regarding the administration, collection, enforcement, and distribution of transient lodging taxes.

2. Section 9. Penalties and Interest, add subsection D to read as follows:

D. Taxes, interest, and penalties paid to the tax administrator under this section shall be distributed to the City of Union’s General Fund, earmarked for Economic Development and Tourism.

3. Enforcement of this Ordinance shall take effect upon the acceptance and administration by the ODOR.

First Reading: _____
Second Reading: _____
Dated the ____ day of _____, 2022
CITY OF UNION, CITY COUNCIL

Attest:

Mayor, Leonard Flint

Administrator, Doug Wiggins

**CITY OF UNION
ORDINANCE 567**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS
FRANCHISE TO ZIPLY FIBER NORTHWEST LLC**

Recital

- A. Franchisee owns and operates a telephone communications system serving the Franchise Area under an existing agreement (Ordinance No. 328 adopted on March 13, 1978, as amended by Resolution No. 90-7, adopted August 13, 1990). Franchisee provides other services, including internet services, over its telephone communications system.

- B. Franchisee desires to continue to operate the telephone communications system and to provide services to its Subscribers.

THE CITY OF UNION ORDAINS AS FOLLOWS:

Section 1: Grant of Authority.

City grants to Franchisee the right and privilege, subject to all City of Union ordinances, policies, rules and regulations, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Union, facilities necessary for the purpose of providing telecommunication services. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other person or entity at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Franchisee.

Section 2: Terms of Franchise.

This franchise is granted on the terms stated in the Franchise Agreement attached as Exhibit A.

Section 3: Authority of City Administrator.

The City Administrator is authorized to sign the Franchise Agreement with Franchisee in substantially the form attached as Exhibit A.

Section 4: Effectiveness.

This Ordinance shall be voidable at the City's sole discretion if Franchisee does not return a signed copy of the Franchise Agreement to the City within 30 days of the passage of this Ordinance or fails to provide a certificate of Insurance and endorsement to the City covering the insurance required by the Franchise Agreement.

Section 5: Repeal.

Ordinance No. 328, adopted on March 13, 1978, and Resolution NO. 90-7, adopted on August 13, 1990, are hereby repealed and rendered null and void.

This ordinance shall take effect immediately after passage.

First Reading: _____

Second Reading: _____

Passed this ___ day of _____, 2022 by the common council in a regular meeting with ___ votes of the majority.

Mayor, Leonard Flint

Attest:

Doug Wiggins, City Administrator

NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT BETWEEN
THE CITY OF UNION AND ZIPLY FIBER NORTHWEST LCC

This Agreement is between the **City of Union**, an Oregon municipal corporation ("City") and **ZiPLY Fiber Northwest LLC**, a Delaware limited liability company ("Franchisee"), and is dated _____, 2022, ("Effective Date").

Section 1. Definitions.

Any terms defined in the Union Code and not in this Agreement have the meaning provided by the Union Code.

"Facilities" means the conduits, cables, optic fibers, poles, wires, vaults, fixtures, aboveground and underground lines, antennae, support mast and mounts, amplifiers, receivers, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, enclosures, cabinets, battery back-up units, and other physical components and related equipment of Franchisee's Telecommunication System that are in compliance with applicable laws, rules and regulations as required by Section 3.

"Gross revenue" shall have the same meaning as ORS 221.515.

"Telecommunications System" means all facilities owned, operated or used by Franchisee to provide telecommunication services, including voice, data and audio and video transmission services, and located in rights-of-way administered by the City.

Section 2. Grant of Authority.

City grants to Franchisee the right to construct, install, maintain and operate Facilities over, in, on, and under present and future City rights-of-way for the purpose of providing telecommunication services on the terms stated in this Agreement.

This Franchise is not exclusive. The City reserves the right to grant a similar franchise to any other person or entity at any time during the period of this Agreement. This Agreement is subject to all prior rights, interests, agreements, permits, easements or licenses granted by the City, and to the City's right to use and administer rights-of-way for any purpose.

Section 3. Compliance with Laws, Rules and Regulations.

Franchisee shall comply with all applicable federal, state and City laws, rules and regulations, including but not limited to Union Development Code, other provisions or revisions of the Union Code, and City ordinances. The locations and methods of installation and maintenance of all Franchisee's Facilities shall be subject at all times to regulation by the City (including City's ordinances, standards and specifications, and regulations on street cuts and use of rights-of-way or public easements). Franchisee must obtain right-of-way permits prior to installation or construction of Facilities. Franchisee must develop, site, construct, install, and at all times

maintain and operate all Facilities in accordance with telecommunications industry standards and City standards and specifications, including but not limited to Union Development Code and as directed by the City Engineer in accordance with the Union Code.

Section 4. Franchisee Liability, Indemnification of City, and Insurance.

A. Liability and Indemnification. Franchisee will defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as "claims") that may be based on, or arise out of damage or injury, including death, to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification does not apply to claims caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers.

Franchisee agrees that it is not an agent of the City and is not entitled to Indemnification and defense under ORS 30.285 and ORS 30.287.

B. Insurance. Franchisee must maintain, at Franchisee's expense during the term of this Agreement, commercial general liability and commercial automobile insurance covering bodily injury and property damage in an amount of \$1 million per occurrence and \$5 million in aggregate, which limits may be met by any combination of primary and excess or umbrella insurance. The insurance policies obtained by Franchisee shall be primary and non-contributory. Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or its subcontractors and their officials, agents and employees in performance of this Agreement, even if not covered by, or in excess of insurance limits.

Commercial general liability coverage must name, by certificate and endorsement, the City, its officers, agents, employees and volunteers as additional insureds with respect to Franchisee's work or services conducted under this Agreement. Franchisee will require that its insurance carrier give the City 30 days' written notice of any cancellation of or reduction in insurance coverage. Any failure to comply with this provision will not affect the insurance coverage provided to City.

Franchisee must obtain and maintain workers' compensation insurance as required by ORS Chapter 656 and meeting the minimum requirements therein. Franchisee must ensure that each contractor and subcontractor obtains and maintains workers' compensation Insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the State of Oregon Workers' Compensation Division before performing work.

Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

As evidence of the insurance coverage required by this Agreement, Franchisee must provide a certificate of insurance and signed endorsement from the carrier(s). The certificate and

endorsement must provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to City. The certificate and endorsement must also state the deductible or self-Insured retention level. This Agreement will not be in effect until the required certificate and signed endorsement have been received and approved by City, which reasonable approval may not be withheld or delayed. Renewal endorsements will be provided to City upon receipt by Franchisee. The City may terminate this Agreement for failure to maintain the required insurance.

C. Waiver of Subrogation. Franchisee grants a waiver of subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery will be solely with its insurance carrier, and also grants to City, on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee, a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

Section 5. Performance Bond.

Before commencing any new construction or substantial improvement work in any right-of-way administered by the City, Franchisee must provide a performance bond in the amount of \$100,000, or a lesser amount as agreed to in writing by the City as being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Franchisee. Franchisee must keep the bond in full force and effect during any activities that disturb the surface of any rights-of-way and for a period of at least one year after restoration of rights-of-way. The bond may be withdrawn one year after restoration of rights-of-way, but must be restored prior to any further action that would disturb any street, sidewalk, or other surface. The bond must be issued by surety authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

City may, in the event of any construction which is likely to be substantially greater than \$100,000, or in the event the City's cost to complete or repair the construction upon Franchisee's failure to perform the same would be greater than \$100,000, as reasonably determined by the City, require the amount of the performance bond to be increased. The performance bond is subject to increase each time Franchisee applies for permits to perform work within the city of Union. Franchisee must provide to City all necessary documentation demonstrating Franchisee's cost estimation in a format reasonably acceptable to City.

General maintenance or minor improvement work in the right of way shall be exempt from the requirement to post a performance bond.

Section 6. Construction and Conditions on Right-of-Way Occupancy.

A. Use. Franchisee must conduct its operations under this Franchise, including installation, construction, operations, and maintenance of Its Facilities, in compliance with all lawful

governmental regulations and in a safe, competent, and skillful manner so as not to present a danger to the public or City. Franchisee must construct, install, maintain and operate Its facilities in designated City rights- of-way to industry standards and City's commercially reasonable satisfaction, in compliance with all City ordinances, rules, standards and specifications, policies and regulations, in a manner so as to interfere as little as practicable with traffic and other use of rights of way, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the rights of way, Including existing and future City services. All work in City right-of-way requires a permit and a traffic plan that is fully compliant with the City of Union codes regarding street standards prior to the start of any work.

B. Construction. Prior to beginning construction, Franchisee must obtain all necessary land use approvals and permits. When construction is complete, Franchisee must provide the City Engineer as-built drawings with a map showing the location of installed Facilities in City rights-of-way as required by City codes, standards and specifications, and building requirements. The City Engineer may require additional information on the as-built drawings.

C. Restoration. In case of any disturbance of pavement, sidewalk, driveway, or other surfacing by Franchisee, Franchisee must, at its own cost and expense and in compliance with the City's standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. Franchisee warrants all restoration work for a period of one year from completion of the work. If Franchisee fails to make restoration as required by this section within a reasonable timeframe following written notice from City to Franchisee or If the restoration fails within the one year warranty period, City may cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any costs incurred under this section within 45 days of demand for reimbursement and such failure is not a result of a good faith dispute between City and Franchisee, City may refuse to issue additional permits.

D. Notification. Franchisee must comply with the requirements of Oregon Utility Notification Law and Implementing rules and regulations.

E. Relocation. City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused directly by an identifiable development of property or other third-party project and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Franchisee may charge the expense of removal or relocation to the developer or customer. Franchisee will be solely responsible for enforcing collection from the developer or customer. If the removal or relocation of Facilities results from City's need to provide public facilities, a City project, or is otherwise requested by City or is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Franchisee will remove or relocate Its Facilities at Franchisee's expense within a reasonable time frame after notification by City. City will make a reasonable effort to provide Franchisee with an alternate location for its Facilities within City rights-of-way.

In cases of capital improvement projects undertaken by City, Franchisee must convert existing overhead distribution Facilities to underground at Franchisee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion and to do so in a non-discriminatory manner. In the event that City receives third party funding for a City project or improvement to a City street that covers Franchisee's expenses, City will remit payment to Franchisee from the third party funding for reimbursement for Franchisee's relocation expenses.

F. Placement of Facilities. Franchisee will not knowingly place its Facilities where they will interfere with any existing or future City utility, gas, electric, or telephone fixture or power, sanitary sewer, storm sewer, or water facility. Franchisee must consult with City Engineer prior to placement of Facilities, and will comply with all City ordinances, policies, rules, and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right-of-way in the city of Union, Franchisee must also locate or relocate its facilities underground.

G. Temporary Rearrangement of Facilities. Franchisee must, consistent with City policies, ordinances, rules, and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the person or entity wishing to move the building or other object makes a reasonable arrangement to reimburse Franchisee for its expenses in rearranging its Facilities. Nothing in this section precludes City from requiring Franchisee to move its Facilities at Franchisee's expense when public convenience requires the move.

Section 7. Transfer of Franchise.

Franchisee may not sell, assign, dispose of, or transfer in any manner whatsoever any interest in this Franchise or in the Facilities authorized by this Agreement, or any part of the Facilities, without prior written approval of City, which approval will not be unreasonably withheld. The City may impose reasonable conditions on any such approval, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Agreement. Any transfer of Franchisee's assets to another carrier which is approved by the Oregon Public Utilities Commission will receive automatic approval by the City. City has the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. Use of Franchisee's Facilities by third parties shall not constitute an assignment or transfer of privileges for purposes of this Agreement.

Section 8. City Rights in Franchise.

A. City Supervision and Inspection. City has the right to supervise all construction or Installation of Franchisee's Facilities subject to the provisions of this Agreement and make such inspections as it finds necessary to ensure compliance with governing laws, ordinances, rules, and regulations.

B. Termination or Abandonment of Agreement. Upon any termination of this Agreement, all Facilities installed or used by Franchisee must be removed by Franchisee at Franchisee's expense and the property upon which the Facilities were used restored by Franchisee to the condition it was in before installation.

C. Co-location. Franchisee must offer the City the opportunity to co-locate City conduit and lines in trenches dug by Franchisee in City rights-of-way and may charge City only any incremental additional costs incurred in making the trenches available for City use.

Section 9. Franchise Fee.

A. Except to the extent prohibited or limited by federal or state law or regulation, Franchisee must pay quarterly to City the sum of 7.0% of Franchisee's Gross Revenues.

1. The fee required by this section is due and payable within 60 days after the end of each calendar quarter. Any payment not made when due will bear interest at the rate of 9% per annum, compounded monthly, from the date due until paid.

2. With each payment, Franchisee must furnish City with a written statement executed under oath by an officer of Franchisee, verifying the amount of Gross Revenues of Franchisee within the City of Union for the quarterly period covered by payment.

3. City's acceptance of any payments due under this section will not be considered a waiver by City of any breach of this Agreement.

4. Franchisee agrees and covenants that it will not challenge the validity of the franchise fees under this Agreement as long as they do not exceed the maximum amounts established by applicable statutes.

B. Except to the extent prohibited by Federal or State law, the Franchise Fee is in addition to any permit fee required to comply with Section 3.

Section 10. Franchisee Records and Reports

Franchisee must keep accurate books of financial accounts at an office within the state of Oregon throughout the term of this Agreement and for three years after the expiration or termination of this Agreement. Franchisee must produce all books and records directly concerning its Gross Revenues and other financial information reasonably necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Franchisee relating to its operation within the boundaries of the City of Union. City has the right during the term of this Agreement or within 180 days thereafter to conduct audits of Franchisee's records for the three years prior to the audit. If the audit reveals intentional non-payment of the fee, the City may expand the audit to cover up to 25 years. Such audits will be undertaken by a qualified person or entity selected by City. The cost of any such audit will be borne by City, unless the results of any such audit reveal an underpayment of more than 8% of

the franchise fee for the period audited. In the case of such underpayment, Franchisee must pay the full cost of such audit. Franchisee must immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.

Any audit information obtained by City under these provisions will be kept confidential to the maximum extent allowed by Oregon law, except that this obligation does not prevent the City from introducing audit results in any forum where enforcement of the provisions of this Agreement is at issue.

Section 11. Permit and Inspection Fees,

Nothing in this Agreement may be construed to limit the right of City to require Franchisee to pay reasonable costs incurred by City in connection with the issuance of a license or permit, making an inspection, or performing any other service for or in connection with Franchisee or its Facilities, whether pursuant to this Agreement or any ordinance or regulation, subject to any limitation Imposed by Federal or state law.

Section 12. Enforcement and Termination of Agreement for Violation.

A. Default. Time of payment and performance are of the essence in the Agreement The following are events of default:

- 1. Default In Payments.** The failure of Franchisee to pay City when due any amounts required by the Agreement pursuant to Section 9 and such failure continues for a period of 10 days after the due date.
- 2. Default in Other Covenants.** The failure of Franchisee to perform any of the covenants and conditions required by this Agreement to be kept and performed by Franchisee, and such failure continues for a period of 30 days after notice from City of such failure. Upon the occurrence of an event of default, Franchisee must pay to City the sum of \$200 per day for each day the default continues along with any additional damages suffered by City as a result of Franchisee's default.

B. The City may terminate this Agreement for defaults that are not cured within the time allowed by providing 30 days' notice to Franchisee of its intent to terminate. Franchisee may avoid termination by completely curing the default(s), including payment of the penalty required by Subsection A.2 of this section, unless the notice of termination is the third notice of termination within a 12 month period. Franchisee may challenge a notice of termination by providing a written protest to the City Manager within 10 business days of the date of the notice of termination. The City Manager, on receipt of the protest shall either grant the protest, in which case the Agreement will remain in place, or refer the matter to the City Council for a decision. The termination will not become final until after the decision by the City Manager or City Council.

Section 13. Remedies not Exclusive; Waiver.

All remedies granted to the City under this Agreement are cumulative, and recovery or enforcement of one remedy is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this Agreement are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this Agreement may not be construed as a waiver of a breach of any other term, condition or obligation of this Agreement.

Section 14. Franchise Term.

This Franchise is granted for a term of ten years beginning the Effective Date ("Initial Term") and will automatically renew for two successive terms of ten years (each a "Renewal Term") unless notice of termination is provided. Franchisee and City may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing notice of termination at least 60 days prior to the end of the Initial Term or relevant Renewal Term. If notice of termination is provided, the parties may negotiate a new franchise agreement. In the event the City adopts code provisions, regulations or standards and specifications applicable to this Franchise or if state or federal legislation or regulation affects any provision of this Franchise, the Parties, at the request of either Party, may request renegotiation of the Franchise to reflect the changes in law or regulation.

Section 15. Severability.

If any section, subsection, sentence, clause or portion of this Agreement becomes for any reason invalid or if any such portion of this Agreement is rendered unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this Agreement.

Section 16. Notices.

Any notice required or permitted under this Agreement shall be deemed given when received or when deposited with the United States Postal Service, postage prepaid and sent as registered or certified mail addressed as follows:

TO CITY: City Administrator, City of Union
 PO Box 529
 Union, OR 97883

TO FRANCHISEE: Zipty Fiber
 Attn: Legal Department
 135 Lake Street South, Suite 155
 Kirkland, WA 98033

legal@ziply.com

or to such other address as may be specified from time to time by either party in writing. The primary contacts may be changed at any time by a written communication, including email, without the need for formal notice.

Section 17. Interpretation / Jurisdiction.

Interpretation of the Agreement shall be governed by laws of the State of Oregon and any legal action relating to this Agreement must be brought in the state or federal courts located in Union County.

Section 18. Attorney Fees.

If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

Section 19. Entire Agreement / Amendment.

This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

This Agreement may be amended only by an instrument in writing executed by all the parties.

City of Union:

Ziply Fiber Northwest, LLC, Franchisee:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



MINUTES

City Council Meeting

7:00 PM - Monday, June 13, 2022

Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:

The City Council of the City of Union was called to order on June 13, 2022, at 7:01 p.m., in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

PRESENT: John Farmer, Susan Hawkins, Terra Richter, and Tim Cox

EXCUSED: Mayor Leonard Flint, Leslie McMillan, and Councilor Heidi Denton

2. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:

- a) Beverage letter to Union Soil & Water Conservation District & GRMV

CA Wiggins said she wanted to have on the record what her letter was. This is the letter before what you saw last month.

3. OLD BUSINESS:

4. NEW BUSINESS:

- a) Safety Extrication Equipment for Fire

Casey George said this is equipment we need. We need a stabilizer bar for cars, we need a saw to use as well. We need these certified gloves for motor vehicle accidents, our structure gloves aren't allowed anymore. The Halligan and Axe combo is important, and we need a GPS to get to accident sites. CA Wiggins this fits in our equipment budget. Councilor Hawkins and Mr. George discussed the GPS training. Mr. George said the GPS uses satellites to communicate instead of a cell signal.

Terra Richter made a motion allow for the purchase of the attached extrication safety equipment not to exceed \$6000 Tim Cox seconded the motion. Carried unanimously.

- b) Resolution finalizing adjustments to the FY 21-22 budget

CA Wiggins read the resolution for the record. Councilor Hawkins has a possible conflict of interest because her husband is on the fire department but must vote because of quorum.

John Farmer made a motion to accept Resolution 22-09 allowing the finalization of the FY 21-22 budget. Tim Cox seconded the motion. Carried unanimously.

c) FY 22-23 Budget Resolution

Public Hearing opened at 7:15 p.m.

No Comments.

Public hearing closed at 7:17 p.m.

Councilor Cox read the resolution for the record. Councilor Richter asked about ARPA funds. CA Wiggins answered that is in the building fund, in the general fund. Councilor Farmer asked when this has to be passed. CA Wiggins said it has to be passed tonight. Councilor Farmer said I wish we had a full sitting council to pass this.

Councilor Hawkins has a possible conflict of interest because her husband works in the fire department but has to vote due to quorum.

Tim Cox made a motion accept Resolution 22-07 setting the budget for FY 22-23 Terra Richter seconded the motion. Carried unanimously.

d) State Shared Revenue Resolution

CA Wiggins said this is to accept tax money from the state every year. He read the resolution for the record.

John Farmer made a motion to accept Resolution 22-08 allowing the City of Union to accept State Shared Revenues Tim Cox seconded the motion. Carried unanimously.

5. CONSENT AGENDA:

5.1. BUSINESS/SPECIAL MEETING MINUTES

5.1.1. May 9, 2022 Business Meeting

5.2. WORK SESSION MINUTES

5.2.1. May 9, 2022 Work Session

5.2.2. May 23, 2022 Work Session

5.3. INFORMATION REPORTS

5.3.1. Office Manager Report

5.3.2. Ordinance Officer Monthly Report

5.3.3. Library Monthly Report

- 5.3.4. Fire/EMS Monthly Report
- 5.3.5. Sheriff's Monthly Report
- 5.3.6. Animal Enforcement Officer Monthly Report

RES-5-2022

Tim Cox made a motion to accept the consent agenda as presented.
Terra Richter seconded the motion. Carried unanimously.

6. CITY COUNCIL WORKING COMMITTEE UPDATES:

7. CITY ADMINISTRATOR / PUBLIC WORKS REPORT:

- a) Administrator Monthly Report

Councilor Hawkins said I think it went well and had a great turnout.

CA Wiggins said we got rid of almost 5 tons of trash. We did three bins of yard debris, two boxes of metal, one box of tires that was all packed full. Councilor Farmer said some people dropped off tires that weren't citizens. We need to do more checking. CA Wiggins I am hoping to do two bins for tires next year.

- b) Public Works Monthly Report
- c) Wastewater Monthly Report

CA Wiggins said I think our controls guy walked off the job this weekend, so I am working on getting someone else to fill this position.

8. PUBLIC COMMENT

Dick Middleton asked about a second clean-up day in the fall. CA Wiggins said there are no plans for a second one. This clean-up was about \$2,600 but got some money reimbursed by the county for this one. The county won't reimburse a second one in the same year.

9. UPCOMING MEETINGS AND SUGGESTIONS:

- a) Council - Work Session June 27, 2022 6pm
- b) Council - Work Session July 11, 2022 6pm
- c) Council - Business Meeting July 11, 2022 7pm

10. ADJOURNMENT:

This meeting adjourned at 7:41 p.m.

Mayor

City Council
June 13, 2022

Page 3 of 8

City Administrator



MINUTES

Council Work Session Meeting

6:00 PM - Monday, June 13, 2022

Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883

1. CALL TO ORDER AND ROLL CALL:

The City Council of the City of Union was called to order on June 13, 2022, at 6:00 p.m., in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

PRESENT: John Farmer, Susan Hawkins, Terra Richter, and Tim Cox

EXCUSED: Mayor Leonard Flint, Leslie McMillan, and Councilor Heidi Denton

2. PRESENTATIONS:

a) Sheriff's Report

Deputy Johnson said we used to have two deputies working on animal control, now we have one deputy who is full time animal control. Civil service has been given to patrol deputies. This came around since we lost the Elgin contract. We had quite a few things going on this month. We had some vandalism, we had some citations, we are seeing a lot more suspicious activities around farms. With the price of gas there might be more theft. I arrested a juvenile for possession of meth.

It was a good turnout at stock show this year, as far as I know there were no citations given out. We had new cadets patrolling too, we also had the dance this year. I did a couple traffic stops, Saturday night we had an incident that involved juveniles and adults. I am guessing there might be some citations given out, but the details are still getting worked out.

We have three vehicles that have been tagged several times for removal, I have been talking with the city ordinance officer to get those vehicles dealt with. I have an ongoing case that I am working on that involves a sex crime. I encourage that people report things. Councilor Hawkins asked about reporting aggressive dogs. Deputy Johnson said you can call the sheriff's office and they will have a deputy come out and take a report. Councilor Cox and Deputy Johnson discussed a utility line that was hanging down.

Dick Middleton 10th Street said I was disappointed in the presence of officers at the parade. I would like to make note that all cars on Main Street should be removed during the parade. Councilor Hawkins and Mr. Middleton discussed search and rescue presence. Councilor Farmer asked about him riding his ATV around town.

Mr. Middleton said I think you are out of line here. We should have more police around the parade and keeping cars off Main.

3. UPCOMING BUSINESS DISCUSSIONS:

a) Final Budget Adjustments

CA Wiggins said this is what I see are the final budget adjustments. This is to get things to line up and will help with future budgets. We came under budget on the roof on city hall. On the EMS salary, it is just close and the extra hours during stock show.

b) Fire Extrication Safety Equipment

CA Wiggins said the firemen went to training in La Grande. We are lacking some safety equipment a stabilizer for vehicles, gloves, Halligan tool, and a saw.

c) Final Budget Resolutions

CA Wiggins said this is for after our public hearing tonight. The second resolution is to accept state shared revenues.

4. COMMITTEE DISCUSSIONS:

a) Ordinance Committee Update

Councilor Hawkins said I don't have anything new. CA Wiggins said I took what came out of our last meeting and sent them to the city attorney. She is working on them.

b) Fire Committee Update

Councilor Cox said as of right now we need to arrange another meeting.

5. ORDINANCE/CHARTER REVIEW:

6. OTHER:

CA Wiggins said I am working on the library levy with the city attorney right now but will get back to work on ordinances after that.

Councilor Farmer said we should be getting a mechanics business in town now.

7. **ADJOURNMENT:**
This meeting adjourned at 6:30 p.m.

Mayor

City Administrator



MINUTES

Council Work Session Meeting

6:00 PM - Monday, June 27, 2022

Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883

1. CALL TO ORDER AND ROLL CALL:

The City Council of the City of Union was called to order on June 27, 2022, at 6:00 p.m., in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

PRESENT: Mayor Leonard Flint, Susan Hawkins, Leslie McMillan, and Tim Cox

EXCUSED: John Farmer, Terra Richter, and Councilor Heidi Denton

2. PRESENTATIONS:

3. UPCOMING BUSINESS DISCUSSIONS:

4. COMMITTEE DISCUSSIONS:

5. ORDINANCE/CHARTER REVIEW:

a) TLT Ordinance Amendment

CA Wiggins these are the corrections to our new TLT tax.

b) Ordinance Revisions

CA Wiggins this is for our new Ziply contract. On the back of the packet is the changes on the things we already reviewed on the charter with comments from the city attorney. The last three pages has other topics for review. On the public comment standards, she just did it for another city and would like you to review what was put together. We still need to talk about executive, emergency, and special meetings. We need to define what we recognize as a reporter for the news as well. She is also going to check to see if removal on Councilors. The last thing is the resolution for the library levy for review.

Mayor Flint said our city tax rate is \$1.51. We run Fire and EMS on about ¢.35. Running a library on \$1.21 just doesn't make sense to me.

6. **OTHER:**

a) City Councilor Pay

Mayor Flint said we don't have this in writing yet, but we have been discussing this. I propose we skip over everything until the next work session when everyone can review the information.

Councilor Cox said as city councilors we get paid for what we do. The firemen and EMS are paid for showing up and working. I feel that Council should be treated the same way.

CA Wiggins said every quarter there is 9 meetings so it would be something like \$50 per meeting and about \$25 for coming to sign vouchers. That is what has been discussed. If a Councilor doesn't come to sign vouchers and checks then the person who comes gets the extra money.

The Mayor and Council discussed the need for a change to the current system. CA Wiggins said any other hearings would be \$25 like executive and special meetings.

Councilor Hawkins said I want to address why this topic came up. We have Councilors who do not show up for meetings. You are elected by the public, and you need to be present to do what you were elected to do. The public are the only people who can remove Councilors by a recall.

CA Wiggins said I have been talking to our city attorney about this and we are discussing censuring Councilors to remove their power.

Councilor Hawkins said this isn't about money this is about attendance and fulfilling obligations. The money is the only thing we have to control to get people to come in.

CA Wiggins said we have one Councilor who comes online, we have talked about reducing the money for online attendance.

Mayor Flint said it creates problems during the meeting and isn't the best option.

Staff and Council discussed allowing it for an option but not the first option.

Mayor Flint explained that a resolution needs to be drafted for review.

CA Wiggins said we could also use a point system as well. I will double check with the city attorney on this before proceeding. Some of these issues on signing vouchers may come back as a negative mark on the audit.

Mayor Flint said if you don't want to participate resign and let someone else do the job.

Councilor Hawkins said we need to make it clear to those who aren't here that this important and they need to review this and come to the next meeting. I

know that those who aren't here do have good input and could really help, but they aren't here. This is sad.

Mayor Flint said we need to have the full team to make progress.
Councilor Hawkins said it is not great that we have to repeat everything all the time as well.

Councilor McMillan and CA Wiggins discussed who is up for election and who has applied.

7. ADJOURNMENT:

This meeting adjourned at 6:31 p.m.

Mayor

City Administrator



Memorandum

Subject: Office Manager Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Laura Dodds, Office Manager

ATTACHED:

[Adjustments-June 2022](#)

[AP's June 2022](#)

[Expenses-June 2022](#)

[Office Manager Report-June](#)

[Revenues-June 2022](#)

Date	Customer Name	Account Number	DR/CR	Adjustment \$\$	Reason for Adjustment
6/3/2022	Savely,Deb	102780046	Debit	\$16.00	turn on fee
6/3/2022	Baxter,Kendall	102490018	Debit	\$16.00	turn on fee
6/3/2022	Gaines,Kristine	106800015	Debit	\$50.00	water/sewer account set up fee
6/8/2022	4 accounts	4 accounts	Debit	\$175.00	Delinq On/Off for 4 accounts
6/8/2022	Rosecrans,Corrina	163350660	Debit	\$16.00	turn on fee
6/16/2022	Union Hotel	105360036	Debit	\$409.15	hotel sewer charges
6/16/2022	Cutshall, Pauline	114990039	Debit	\$200.00	to move payment from closed acct to....
	Cutshall, Pauline	112420022	Credit	(\$200.00)	this current account
6/16/2022	Cutshall, Pauline	112420022	Credit	(\$15.00)	remove late fee
6/16/2022	Smith, Tom	102700010	Credit	(\$15.00)	remove late fee,payment made same day
6/22/2022	Williams,Elizabeth	163351919	Credit	(\$96.13)	remove sewer fee/under construction
6/22/2022	Shoemaker,Lee	163351920	Credit	(\$34.33)	remove sewer fee/no sewer services
6/22/2022	Johnson, Misty	163351921	Credit	(\$41.83)	remove sewer fee/under construction
6/30/2022	Savely,Deb	102780046	Debit	\$16.00	turn off fee
6/30/2022	Campos,Ricardo	106140020	Debit	\$16.00	turn on fee
6/30/2022	McCarthy,Guy	109280018	Debit	\$50.00	new account set up fee
6/30/2022	12 accounts		Debit	\$240.00	delinq notices
6/30/2022	Bracken,Delma	104790035	Debit	\$ 20.00	delinq notices

Sign _____

Date _____

City of Union Council Approval Report (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Anderson, Laura, 620 W Bryan, Union, OR, 97883	409	06/06/22	reimb/parade candy	06/15/22	\$18.90	\$18.90	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,008.06
	reimb	06/06/22	reimb/parade supplies	06/15/22	\$31.27	\$31.27	600-600-5202184	Supplies (Janitorial & Op	\$6,500.00	\$3,206.97
	reimb	06/06/22	reimb/parade candy	06/15/22	\$18.90	\$18.90	600-600-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,206.97
\$69.07										
Badger Meter, Box 88223, Milwaukee, WI, 53288-0223	150	06/06/22	meter service agreement	06/15/22	\$28.98	\$28.98	200-200-5203800	IT/Computer/Software	\$7,500.00	\$3,035.63
	80098760	06/06/22	meter service agreement	06/15/22	\$28.98	\$28.98	300-300-5203800	IT/Computer/Software	\$12,500.00	\$6,400.73
	80098760	06/06/22	meter service agreement	06/15/22	\$28.98	\$28.98	300-300-5203800	IT/Computer/Software	\$12,500.00	\$6,400.73
\$57.96										
Bridge Tower OpCo LLC, PO Box 745929, Atlanta, GA, 30374	408	06/06/22	CDBG bid ad	06/15/22	\$244.42	\$244.42	210-000-52015990	CDBG Water Grant	\$1,000,000.00	\$856,469.78
	10111575	06/06/22	CDBG bid ad	06/15/22	\$244.42	\$244.42	210-000-52015990	CDBG Water Grant	\$1,000,000.00	\$856,469.78
\$244.42										
Charter Communications, PO Box 7173, Pasadena, CA, 91109-7173	6	06/06/22	phone	06/15/22	\$24.35	\$24.35	100-110-5202570	Telephone/Cell	\$700.00	\$327.87
	May '22	06/06/22	internet	06/15/22	\$20.95	\$20.95	100-110-5203800	IT/Computer/Software	\$6,500.00	\$3,058.61
	May '22	06/06/22	phone	06/15/22	\$108.13	\$108.13	200-200-5202570	Telephone/Cell	\$5,000.00	\$90.37
	May '22	06/06/22	internet	06/15/22	\$66.74	\$66.74	200-200-5203800	IT/Computer/Software	\$7,500.00	\$3,035.63
	May '22	06/06/22	phone	06/15/22	\$47.95	\$47.95	300-300-5202570	Telephone/Cell	\$3,100.00	\$672.52
	May '22	06/06/22	internet	06/15/22	\$141.74	\$141.74	300-300-5203800	IT/Computer/Software	\$12,500.00	\$6,400.73
	May '22	06/06/22	phone	06/15/22	\$33.43	\$33.43	500-500-5202570	Telephone/Cell	\$550.00	\$177.58
	May '22	06/06/22	internet	06/15/22	\$35.25	\$35.25	500-500-5203800	IT/Computer/Software	\$1,500.00	\$763.38
	May '22	06/06/22	phone	06/15/22	\$86.34	\$86.34	600-600-5202570	Telephone/Cell	\$975.00	\$56.30
	May '22	06/06/22	internet	06/15/22	\$79.99	\$79.99	600-600-5203800	IT/Computer/Software	\$2,500.00	\$389.69
	May '22	06/06/22	phone	06/15/22	\$3.33	\$3.33	700-710-5202570	Telephone/Cell	\$250.00	\$168.27
	May '22	06/06/22	internet	06/15/22	\$2.63	\$2.63	700-710-5203800	IT/Computer/Software	\$500.00	\$284.64
May '22	06/06/22	phone	06/15/22	\$3.33	\$3.33	700-720-5202570	Telephone/Cell	\$750.00	\$260.12	
May '22	06/06/22	internet	06/15/22	\$2.63	\$2.63	700-720-5203800	IT/Computer/Software	\$500.00	\$337.14	
\$656.79										
Davenport, Chelsea, PO Box 946, Union, OR, 97883	402	06/06/22	ranger station	06/15/22	\$2,497.59	\$2,497.59	115-000-5403203	Land/Buildings	\$371,000.00	\$215,122.85
	reimb	06/06/22	ranger station	06/15/22	\$2,497.59	\$2,497.59	115-000-5403203	Land/Buildings	\$371,000.00	\$215,122.85
\$2,497.59										
District 13 Fire Training Association, PO Box 164, Baker City, OR, 97814	171	06/06/22	association dues/2022	06/15/22	\$150.00	\$150.00	700-710-5202500	Dues/License/Certs	\$300.00	\$277.51
	1200	06/06/22	association dues/2022	06/15/22	\$150.00	\$150.00	700-710-5202500	Dues/License/Certs	\$300.00	\$277.51
\$150.00										
Eagle Office Supplies, 1701 Adams Ave, La Grande, OR, 97850	9	06/06/22	contract services	06/15/22	\$20.00	\$20.00	100-110-5202190	Contract Services	\$6,000.00	\$2,486.82
	90826	06/06/22	contract services	06/15/22	\$7.56	\$7.56	100-160-5202190	Contract Services	\$750.00	\$730.00
	90826	06/06/22	contract services	06/15/22	\$35.00	\$35.00	200-200-5202190	Contract Services	\$7,000.00	\$3,127.50

City of Union Council Approval Report (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	TRFINV039776	06/06/22	street signs	06/21/22	\$2,037.15	\$2,037.15	500-500-5203800	Signage	\$3,000.00	\$3,000.00
16	Norco, Inc, PO Box 35144, Seattle, WA, 98124-5144	06/06/22	ambulance supplies	06/15/22	\$72.54	\$72.54	700-720-5203800	Supplies (Janitorial & Op	\$12,000.00	\$2,312.86
18	One Call Concepts, 7223 Parkway Drive, Ste 210, Hanover, MD, 21076	06/06/22	water/sewer locates	06/15/22	\$6.00	\$6.00	200-200-5203800	Contract Services	\$7,000.00	\$3,127.50
2050510		06/06/22	water/sewer locates	06/15/22	\$6.00	\$6.00	300-300-5203800	Contract Services	\$12,000.00	\$11,053.74
17	O'Reilly Enterprises, PO Box 248, Cove, OR, 97824	06/07/22	IT services	06/15/22	\$192.50	\$192.50	100-110-5203800	IT/Computer/Software	\$6,500.00	\$3,058.61
592		06/07/22	IT services	06/15/22	\$52.50	\$52.50	200-200-5203800	IT/Computer/Software	\$7,500.00	\$3,035.63
593		06/07/22	IT services	06/15/22	\$70.00	\$70.00	300-300-5203800	IT/Computer/Software	\$12,500.00	\$6,400.73
592		06/07/22	IT services	06/15/22	\$35.00	\$35.00	600-600-5203800	IT/Computer/Software	\$2,500.00	\$389.69
20	Oxarc, PO Box 2605, Spokane, WA, 99220-2605	06/06/22	treatment plant supplies	06/15/22	\$1,087.24	\$1,087.24	300-300-5202181	Supplies (Janitorial & Op	\$37,500.00	(\$4,500.24)
31536877		06/06/22	treatment plant supplies	06/15/22	\$9.43	\$9.43	300-300-5202181	Supplies (Janitorial & Op	\$37,500.00	(\$4,500.24)
31549028		06/06/22	treatment plant supplies	06/15/22	\$2,037.55	\$2,037.55	500-500-5203800	Street Repairs	\$25,000.00	\$10,201.18
31545838		06/06/22	east iowa culvert	06/15/22	\$3,134.22	\$3,134.22				
21	Pepsi-Cola of Eastern Oregon, PO Box F, La Grande, OR, 97850	06/06/22	drinking bottle rent	06/15/22	\$8.00	\$8.00	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,008.06
May '22		06/06/22	drinking bottle/water	06/15/22	\$21.00	\$21.00	600-600-5202991	Misc Expense	\$1,000.00	\$647.15
297	T-Mobile, PO Box 742596, Cincinnati, OH, 45274-2596	06/06/22	mobile internet	06/15/22	\$11.50	\$11.50	200-200-5203800	IT/Computer/Software	\$7,500.00	\$3,035.63
May '22		06/06/22	mobile internet	06/15/22	\$11.51	\$11.51	300-300-5203800	IT/Computer/Software	\$12,500.00	\$6,400.73
126	Tri-County Equipment, 62460 Commerce Rd, La Grande, OR, 97850	06/06/22	repair/maint on gator	06/15/22	\$70.42	\$70.42	200-200-5202880	Equipment Repair/Maint	\$5,000.00	\$2,542.07
P80669		06/06/22	repair/maint on gator	06/15/22	\$70.42	\$70.42	300-300-5202880	Equipment Repair/Maint	\$12,500.00	\$3,842.68
25	Umpqua Research Co - Table Rock Analytical Lab, PO Box 609, Myrtle Creek, OR, 97457	06/07/22	sewer testing	06/15/22	\$496.00	\$496.00	300-300-5204850	Sewer Testing	\$4,000.00	\$299.00
MD066023 (2)		06/07/22	sewer testing	06/15/22	\$496.00	\$496.00				
26	US Cellular, Dept. 0205, Palatine, IL, 60055-0205									

City of Union
Council Approval Report
 (Council Approval Report)

6/7/2022 1:21pm

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	May '22	06/06/22	on call cell phone	06/15/22	\$23.09	\$23.09	200-200-5202570	Telephone/Cell	\$5,000.00	\$90.37
	May '22	06/06/22	on call cell phone	06/15/22	\$23.09	\$23.09	300-300-5202570	Telephone/Cell	\$3,100.00	\$672.52
	May '22	06/06/22	ambulance cell phone	06/15/22	\$46.18	\$46.18	700-720-5202570	Telephone/Cell	\$750.00	\$260.12
					\$92.36					
209	6.30.22	06/06/22	US Postal Service, PO Box Fee Payment, , ,	06/21/22	\$25.20	\$25.20	100-110-5202640	Postage/Shipping	\$2,000.00	\$444.52
	6.30.22	06/06/22	post office box fee	06/21/22	\$5.80	\$5.80	100-140-5202640	Postage/Shipping	\$50.00	\$30.45
	6.30.22	06/06/22	post office box fee	06/21/22	\$44.60	\$44.60	200-200-5202640	Postage/Shipping	\$4,000.00	\$857.31
	6.30.22	06/06/22	post office box fee	06/21/22	\$44.60	\$44.60	300-300-5202640	Postage/Shipping	\$3,750.00	\$603.49
	6.30.22	06/06/22	post office box fee	06/21/22	\$4.90	\$4.90	700-710-5202640	Postage/Shipping	\$500.00	\$95.56
	6.30.22	06/06/22	post office box fee	06/21/22	\$4.90	\$4.90	700-720-5202640	Postage/Shipping	\$500.00	(\$324.44)
					\$130.00					
1	May '22	06/06/22	Wex Bank, PO Box 6293, Carol Stream, IL, 60197-6293	06/15/22	\$42.54	\$42.54	100-130-5202490	Fuel	\$700.00	(\$88.20)
	May '22	06/06/22	park mower	06/15/22	(\$0.40)	(\$0.40)	200-200-5202490	Fuel	\$4,500.00	\$571.60
	May '22	06/06/22	prompt pay credit	06/15/22	\$117.00	\$117.00	200-200-5202490	Fuel	\$4,500.00	\$571.60
	May '22	06/06/22	ford truck/public works	06/15/22	\$61.65	\$61.65	200-200-5202490	Fuel	\$4,500.00	\$571.60
	May '22	06/06/22	1/2 fuel for admin truck	06/15/22	\$47.91	\$47.91	300-300-5202490	Fuel	\$3,500.00	\$469.86
	May '22	06/06/22	mower	06/15/22	\$61.66	\$61.66	300-300-5202490	Fuel	\$3,500.00	\$469.86
	May '22	06/06/22	1/2 fuel for admin truck	06/15/22	\$41.13	\$41.13	300-300-5202490	Fuel	\$3,500.00	\$469.86
	May '22	06/06/22	mower	06/15/22	(\$0.40)	(\$0.40)	300-300-5202490	Fuel	\$3,500.00	\$469.86
	May '22	06/06/22	prompt pay credit	06/15/22	\$137.20	\$137.20	500-500-5202490	Fuel	\$2,750.00	\$419.17
	May '22	06/06/22	ford truck/streets	06/15/22	\$75.29	\$75.29	500-500-5202490	Fuel	\$2,750.00	\$419.17
	May '22	06/06/22	backhoe	06/15/22	\$65.90	\$65.90	500-500-5202490	Fuel	\$2,750.00	\$419.17
	May '22	06/06/22	chev colorado	06/15/22	\$125.00	\$125.00	500-500-5202490	Fuel	\$2,750.00	\$419.17
	May '22	06/06/22	ford truck/streets	06/15/22	\$78.24	\$78.24	700-710-5202490	Fuel	\$1,000.00	\$433.73
	May '22	06/06/22	fire dept	06/15/22	\$142.64	\$142.64	700-720-5202490	Fuel	\$2,500.00	\$965.67
	May '22	06/06/22	ambulance	06/15/22	(\$0.24)	(\$0.24)	700-720-5202490	Fuel	\$2,500.00	\$965.67
	May '22	06/06/22	prompt pay credit	06/15/22	\$40.29	\$40.29	800-800-5202490	Fuel	\$150.00	\$130.28
	May '22	06/06/22	ranger station mower	06/15/22	\$40.29	\$40.29				
					\$1,035.41					
					\$21,513.71					

Total Bills To Pay:

City of Union

Expenditures Register Approval

We, the Union City Council, do hereby certify and declare that we reviewed the demands enumerated and referred to in the foregoing expense pay list. We acknowledge the signature of the City Administrator indicates that he/she has reviewed and approved each of the foregoing expenditures. And, that the expenditures, as revise above, are to the best of our knowledge accurate and are just claims against the City, and that there are funds available for payment thereof in the City treasury.

Approved for distribution on this 7 day of June, 2022.

Council Member 

Council Member _____

City Administrator 

City of Union
Council Approval Report
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Allstream, PO Box 734521, Chicago, IL, 60673-4521	3	June '22	06/20/22 city well	06/30/22	\$71.42	\$71.42	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
		June '22	06/20/22 treatment plant	06/30/22	\$73.35	\$73.35	300-300-5202570	Telephone/Cell	\$3,100.00	\$601.48
					\$144.77					
Anderson, Laura, 620 W Bryan, Union, OR, 97883	409	June '22	06/20/22 library supplies reimb	06/30/22	\$90.87	\$90.87	600-600-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,066.80
					\$90.87					
Avista, 1411 E. Mission Ave, Spokane, WA, 99252-0001	4	June '22	06/21/22 city hall	06/30/22	\$47.44	\$47.44	100-110-5202501	Heat	\$1,350.00	\$372.34
		June '22	06/21/22 city hall	06/30/22	\$47.45	\$47.45	200-200-5202501	Heat	\$6,500.00	\$155.82
		June '22	06/21/22 treatment plant	06/30/22	\$132.62	\$132.62	300-300-5202501	Heat	\$3,250.00	\$10.92
		June '22	06/21/22 city hall	06/30/22	\$47.45	\$47.45	300-300-5202501	Heat	\$3,250.00	\$10.92
		June '22	06/21/22 treatment plant	06/30/22	\$17.34	\$17.34	300-300-5202501	Heat	\$3,250.00	\$10.92
		June '22	06/21/22 library	06/30/22	\$71.38	\$71.38	600-600-5202501	Heat	\$2,000.00	\$150.63
		June '22	06/21/22 ranger station	06/30/22	\$55.02	\$55.02	800-800-5202501	Heat	\$1,200.00	\$351.97
					\$418.70					
Box R Water Analysis Lab, 567 N.W. 2nd Street, Prineville, OR, 97754	41	X050654	06/20/22 water testing	06/30/22	\$40.50	\$40.50	200-200-5202270	Water Testing	\$4,200.00	\$200.50
					\$40.50					
Daggett, Heather, , , ,	218	June '22	06/20/22 phone stipend May and June	06/30/22	\$40.00	\$40.00	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
		June '22	06/20/22 phone stipend May and June	06/30/22	\$40.00	\$40.00	300-300-5202570	Telephone/Cell	\$3,100.00	\$601.48
					\$80.00					
Dodds, Laura, PO Box 7, Union, OR,	295	reimb June '22	06/20/22 clothing allowance reimb	06/30/22	\$20.00	\$20.00	200-200-5202430	Clothing	\$1,500.00	\$574.35
		reimb June '22	06/20/22 clothing allowance reimb	06/30/22	\$20.00	\$20.00	300-300-5202430	Clothing	\$1,500.00	\$602.09
					\$40.00					
EO Media Group, PO Box 6020, Bend, OR, 97708	405	0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$219.24	\$219.24	100-110-5202727	Advertising/Publishing	\$1,500.00	\$556.84
		0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$80.15	\$80.15	200-200-5202727	Advertising/Publishing	\$600.00	\$80.15
		0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$80.15	\$80.15	300-300-5202727	Advertising/Publishing	\$1,000.00	\$383.75
		0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$80.15	\$80.15	500-500-5202727	Advertising/Publishing	\$150.00	\$136.33
		0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$80.15	\$80.15	600-600-5202727	Advertising/Publishing	\$50.00	\$38.33
		0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$80.15	\$80.15	700-710-5202727	Advertising/Publishing	\$150.00	\$136.33
		0522EO48973	06/21/22 advertising/budget/surplus bids	06/30/22	\$80.15	\$80.15	800-800-5202727	Advertising/Publishing	\$50.00	\$50.00
					\$700.14					
265		Fire Rescue Equipment NW, LLC, 901 N Brutscher St. Suite D300, Newberg, OR, 97132								

City of Union
Council Approval Report
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt.	Approved Amt.	Account Number	Account Description	Budgeted \$	YTD Balance
	3114	06/20/22	extrication equipment ✓	06/30/22	\$3,000.00	\$3,000.00	730-000-5706000	Contingency-Unantcipat	\$10,000.00	\$10,000.00
	377	06/20/22	extrication equipment ✓	06/30/22	\$3,000.00	\$3,000.00				
	2022-357	06/20/22	Fox Electric, LLC, PO Box 2875, La Grande, OR, 97850	06/30/22	\$630.57	\$630.57	115-000-5403203	Land/Buildings	\$371,000.00	\$207,421.70
	2022-354	06/20/22	06/20/22 ranger station bld impr ✓	06/30/22	\$114.65	\$114.65	600-600-5202820	Maintenance (Building &	\$10,000.00	\$7,460.37
			06/20/22 library breaker issue ✓		\$745.22	\$745.22				
	308	06/21/22	Fred Dagggett Plumbing LLC, 60040 Thew Loop, Cove, OR, 97824	06/30/22	\$2,950.00	\$2,950.00	115-000-5403203	Land/Buildings	\$371,000.00	\$207,421.70
	3940	06/21/22	06/21/22 ranger station plumbing ✓	06/30/22	\$2,950.00	\$2,950.00				
	103	06/21/22	Freightliner Northwest, 277 Stewart Road S.W, Pacific, WA, 98047	06/30/22	\$5.24	\$5.24	700-710-5202181	Supplies (Janitorial & Op	\$4,500.00	\$3,169.10
	PC152052550:01	06/21/22	06/21/22 supplies ✓	06/30/22	\$74.56	\$74.56	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$2,143.71
	PC152052598:01	06/21/22	06/21/22 supplies ✓	06/30/22	\$79.80	\$79.80				
	412	06/20/22	George, Brandon, , , ,	06/30/22	\$40.00	\$40.00	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
	June '22	06/20/22	06/20/22 phone stipend ✓	06/30/22	\$40.00	\$40.00	300-300-5202570	Telephone/Cell	\$3,100.00	\$601.48
	June '22	06/20/22	06/20/22 phone stipend ✓	06/30/22	\$40.00	\$40.00				
	56	06/20/22	George, Robin, , Union, OR, 97883	06/30/22	\$40.00	\$40.00	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
	June '22	06/20/22	06/20/22 phone stipend ✓	06/30/22	\$40.00	\$40.00	300-300-5202570	Telephone/Cell	\$3,100.00	\$601.48
	June '22	06/20/22	06/20/22 phone stipend ✓	06/30/22	\$40.00	\$40.00				
	406	06/20/22	Griffiths, Krista, 59262 High Valley Rd, Union, OR, 97883	06/30/22	\$19.33	\$19.33	200-200-5202430	Clothing	\$1,500.00	\$574.35
	reimb June '22	06/20/22	06/20/22 clothing allowance reimb ✓	06/30/22	\$19.32	\$19.32	300-300-5202430	Clothing	\$1,500.00	\$602.09
	reimb June '22	06/20/22	06/20/22 clothing allowance reimb ✓	06/30/22	\$38.65	\$38.65				
	411	06/20/22	Mainstreet Union, , Union, OR, 97883	06/30/22	\$2,500.00	\$2,500.00	100-110-5202920	Economic Development	\$10,000.00	\$3,743.14
	2022	06/20/22	06/20/22 council approved/economic development ✓	06/30/22	\$2,500.00	\$2,500.00				
	15	06/21/22	McKesson Medical, PO Box 936279, Atlanta, GA, 31193-6279	06/30/22	\$26.67	\$26.67	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$2,143.71
	19487506	06/21/22	06/21/22 ambulance supplies ✓	06/30/22	\$26.67	\$26.67				
	215	06/21/22	Mid-American Research Chemical, PO Box 927, Columbus, NE, 68602-0927	06/30/22	\$2,305.00	\$2,305.00	300-300-5202181	Supplies (Janitorial & Op	\$43,500.00	\$275.24
	0764095-IN	06/21/22	06/21/22 treatment plant supplies ✓	06/30/22	\$2,305.00	\$2,305.00				
	48	06/21/22	OTEC, PO Box 226, Baker City, OR, 97814	06/30/22	\$33.85	\$33.85	100-110-5202540	Electricity	\$800.00	\$258.23
	June '22	06/21/22	06/21/22 city hall ✓	06/30/22	\$33.85	\$33.85				

Council Approval Report
(Council Approval Report)

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
June '22	06/21/22	park path	06/30/22	\$94.12	\$94.12	100-130-5202540	Electricity	\$1,300.00	(\$82.93)
June '22	06/21/22	transfer station	06/30/22	\$51.28	\$51.28	100-150-5202540	Electricity	\$700.00	\$153.36
June '22	06/21/22	public works	06/30/22	\$103.52	\$103.52	200-200-5202540	Electricity	\$32,000.00	\$6,596.07
June '22	06/21/22	public works shop	06/30/22	\$160.03	\$160.03	200-200-5202540	Electricity	\$32,000.00	\$6,596.07
June '22	06/21/22	city hall	06/30/22	\$33.85	\$33.85	200-200-5202540	Electricity	\$32,000.00	\$6,596.07
June '22	06/21/22	city well	06/30/22	\$1,211.86	\$1,211.86	200-200-5202540	Electricity	\$32,000.00	\$6,596.07
June '22	06/21/22	city well	06/30/22	\$838.46	\$838.46	200-200-5202540	Electricity	\$32,000.00	\$6,596.07
June '22	06/21/22	lift station	06/30/22	\$90.83	\$90.83	300-300-5202540	Electricity	\$37,500.00	\$3,923.47
June '22	06/21/22	fulton street pumphouse	06/30/22	\$1,157.54	\$1,157.54	300-300-5202540	Electricity	\$37,500.00	\$3,923.47
June '22	06/21/22	treatment plant	06/30/22	\$1,694.47	\$1,694.47	300-300-5202540	Electricity	\$37,500.00	\$3,923.47
June '22	06/21/22	city hall	06/30/22	\$33.85	\$33.85	300-300-5202540	Electricity	\$37,500.00	\$3,923.47
June '22	06/21/22	street lights	06/30/22	\$2,145.75	\$2,145.75	500-500-5202540	Electricity	\$26,500.00	\$2,200.16
June '22	06/21/22	dearborn street lights	06/30/22	\$55.62	\$55.62	500-500-5202540	Electricity	\$26,500.00	\$2,200.16
June '22	06/21/22	library	06/30/22	\$135.98	\$135.98	600-600-5202540	Electricity	\$3,000.00	\$868.91
June '22	06/21/22	ranger station	06/30/22	\$36.15	\$36.15	800-800-5202540	Electricity	\$1,400.00	\$243.03
June '22	06/21/22	ranger station	06/30/22	\$33.98	\$33.98	800-800-5202540	Electricity	\$1,400.00	\$243.03
				\$7,911.14					
55		Phillips, Paul, Union, OR, 97883							
June '22	06/20/22	phone stipend May and June	06/30/22	\$40.00	\$40.00	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
June '22	06/20/22	phone stipend May and June	06/30/22	\$40.00	\$40.00	300-300-5202570	Telephone/Cell	\$3,100.00	\$601.48
				\$80.00					
397		Prince, Ronetta, PO Box 537, Union, OR, 97883							
Jun '22	06/20/22	cleaning contract	06/30/22	\$225.00	\$225.00	100-110-5202190	Contract Services	\$6,000.00	\$2,466.82
reimbursement	06/20/22	mainstreet planters/reimb	06/30/22	\$100.00	\$100.00	100-110-5202920	Economic Development	\$10,000.00	\$3,743.14
Jun '22	06/20/22	cleaning contract	06/30/22	\$225.00	\$225.00	600-600-5202190	Contract Services	\$2,800.00	\$1,038.42
				\$550.00					
22		Quill Corporation, PO Box 37600, Philadelphia, PA, 19101-0600							
25607198	06/21/22	supplies	06/30/22	\$76.97	\$76.97	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$2,981.16
				\$76.97					
23		Ricoh Inc, PO Box 31001-0850, Pasadena, CA, 91110-0850							
5064733166	06/20/22	copier contract	06/30/22	\$16.24	\$16.24	600-600-5202190	Contract Services	\$2,800.00	\$1,038.42
				\$16.24					
96		Royal Rock, PO Box 116, Cove, OR, 97824							
251538	06/21/22	ranger station/gravel	06/30/22	\$229.52	\$229.52	115-000-5403203	Land/Buildings	\$371,000.00	\$207,421.70
8097	06/21/22	streets supplies/gravel	06/30/22	\$218.07	\$218.07	500-500-5202181	Supplies (Janitorial & Op	\$7,000.00	\$1,850.45
				\$447.59					
410		Stone, Duane, 201 Inwood Drive, Palestine, TX, 75801							
113010045	06/20/22	closed account reimb	06/30/22	\$32.03	\$32.03	200-200-5202991	Misc Expense	\$1,250.00	\$1,095.74

City of Union
Council Approval Report
(Council Approval Report)

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		113010045	06/20/22	closed account reimb ✓	06/30/22	\$50.46	\$50.46	300-300-5202991	Misc Expense	\$1,000.00	\$844.99
		113010045	06/20/22	closed account reimb ✓	06/30/22	\$4.50	\$4.50	700-710-5202991	Misc Expense	\$500.00	\$437.60
		113010045	06/20/22	closed account reimb ✓	06/30/22	\$4.50	\$4.50	700-720-5202997	Misc Expense	\$500.00	\$455.55
							\$91.49				
		85		Union Market, PO Box 886, Acct #2010, Union, OR, 97883							
		June 2022	06/20/22	supplies	06/30/22	\$25.38	\$25.38	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$2,981.16
		June '22	06/20/22	supplies ✓	06/30/22	\$42.17	\$42.17	100-130-5202181	Supplies (Janitorial & Op	\$3,500.00	\$170.23
		June '22	06/20/22	supplies	06/30/22	\$34.27	\$34.27	500-500-5202181	Supplies (Janitorial & Op	\$7,000.00	\$1,850.45
							\$101.82				
		163		Union Sanitation, PO Box 906, Union, OR, 97883							
		454555	06/20/22	community clean up day ✓	06/30/22	\$1,357.66	\$1,357.66	100-110-5202920	Economic Development	\$10,000.00	\$3,743.14
							\$1,357.66				
		69		USA Blue Book, PO Box 9004, Gurnee, IL, 60031-9004							
		837	06/21/22	hydrant gauge tool ✓	06/30/22	\$76.10	\$76.10	200-200-5202181	Supplies (Janitorial & Op	\$35,000.00	\$6,277.05
		837	06/21/22	hydrant gauge tool ✓	06/30/22	\$76.10	\$76.10	700-710-5202181	Supplies (Janitorial & Op	\$4,500.00	\$3,169.10
							\$152.20				
		52		Wiggins, Doug, PO Box 338, Cove, OR, 97824							
		Jan-June '22	06/20/22	phone stipend	06/30/22	\$80.00	\$80.00	100-110-5202570	Telephone/Cell	\$700.00	\$303.52
		reimb June '22	06/20/22	clothing allowance reimb ✓	06/30/22	\$28.49	\$28.49	200-200-5202430	Clothing	\$1,500.00	\$574.35
		Jan-June '22	06/20/22	phone stipend	06/30/22	\$80.00	\$80.00	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
		reimb June '22	06/20/22	clothing allowance reimb	06/30/22	\$28.49	\$28.49	300-300-5202430	Clothing	\$1,500.00	\$602.09
		Jan-June '22	06/20/22	phone stipend	06/30/22	\$80.00	\$80.00	300-300-5202570	Telephone/Cell	\$3,100.00	\$601.48
							\$296.98				
		321		ZiplyFiber, PO Box 740416, Cincinnati, OH, 45274-0416							
		June '22	06/21/22	public works phone/internet ✓	06/30/22	\$156.18	\$156.18	200-200-5202570	Telephone/Cell	\$5,000.00	(\$40.85)
							\$156.18				
							\$24,558.59				

Total Bills To Pay:

City of Union

Expenditures Register Approval

We, the Union City Council, do hereby certify and declare that we reviewed the demands enumerated and referred to in the foregoing expense pay list. We acknowledge the signature of the City Administrator indicates that he/she has reviewed and approved each of the foregoing expenditures. And, that the expenditures, as revise above, are to the best of our knowledge accurate and are just claims against the City, and that there are funds available for payment thereof in the City treasury.

Approved for distribution on this 21st day of June, 2022

Council Member 

Council Member 

City Administrator see attached email

Laura Dodds

From: Doug Wiggins
Sent: Tuesday, June 21, 2022 4:26 PM
To: Laura Dodds
Subject: Re: vouchers

You did great on vouchers and they can go forward to council.

Get [Outlook for Android](#)

From: Laura Dodds <lauradodds@cityofunion.com>
Sent: Tuesday, June 21, 2022 1:40:04 PM
To: Doug Wiggins <dougwiggins@cityofunion.com>
Subject: vouchers

Hey coach!

I am sending the voucher approval sheet. If you see anything that needs changed or you have questions let me know 😊

Thank you,

Laura Dodds

*Office Manager/Human Resources
City of Union
342 S Main
PO Box 529
Union OR 97883
541-562-5197 phone
541-562-5196 fax
www.cityofunion.com*

****CONFIDENTIALITY NOTICE**** This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy, or distribute this email message or its attachments. If you believe you have received this email message in error, please contact the sender by reply email and telephone immediately and destroy all copies of the original message.

CASH SUMMARY COMPARED TO BUDGET (Expenses) June 2022

Department	2021-2022 Budget	Current Expenses	YTD Expenses	Variance	% Budget Expended
GENERAL FUND					
Administration	\$ 655,559.00	\$ 14,839.93	\$ 343,789.72	\$ 311,769.28	52.4%
Building Maintenance Rsv	\$ 406,000.00	\$ 11,511.24	\$ 194,143.83	\$ 211,856.17	47.8%
Vehicle/Equip Rsv	\$ 132,500.00	\$ -	\$ 59,034.00	\$ 73,466.00	44.6%
Public Safety	\$ 91,965.00	\$ 1,660.45	\$ 70,437.39	\$ 21,527.61	76.6%
Emergency Event	\$ 496,350.00	\$ -	\$ -	\$ 496,350.00	0.0%
Parks Department	\$ 35,965.00	\$ 1,485.44	\$ 22,811.04	\$ 13,153.96	63.4%
Park Rsv	\$ 19,650.00		\$ 11,637.74	\$ 8,012.26	59.2%
Special Tree Fund	\$ 8,930.00	\$ -	\$ -	\$ 8,930.00	0.0%
Court	\$ 3,650.00	\$ 5.80	\$ 1,454.51	\$ 2,195.49	39.8%
Recycling	\$ 850.00	\$ 51.28	\$ 597.92	\$ 252.08	70.3%
Planning	\$ 23,711.00	\$ 1,179.91	\$ 14,666.25	\$ 9,044.75	61.9%
Total General Fund	\$ 1,875,130.00	\$30,734.05	\$718,572.40	\$ 1,156,557.60	38.3%
WATER FUND					
Water Department	\$ 624,400.00	\$ 21,475.80	\$ 424,053.07	\$ 200,346.93	67.9%
Water Rsv	\$ 1,330,050.00	\$ 445.39	\$ 175,502.32	\$ 1,154,547.68	13.2%
Total Water Fund	\$ 1,954,450.00	\$ 21,921.19	\$599,555.39	\$ 1,354,894.61	30.7%
SEWER FUND					
Sewer Department	\$ 831,500.00	\$ 22,764.56	\$ 649,681.96	\$ 181,818.04	78.1%
Sewer Rsv	\$ 580,000.00	\$ 1,184.00	\$ 50,004.22	\$ 529,995.78	8.6%
Sewer Debt	\$ 376,232.00		\$ 161,545.67	\$ 214,686.33	42.9%
Total Sewer Fund	\$ 1,787,732.00	\$ 23,948.56	\$861,231.85	\$ 926,500.15	48.2%
SYSTEM DEVELOPMENT FUND (SDC)					
System Development	\$ 126,750.00	\$ -	\$ -	\$ 126,750.00	0.0%
Total SDC	\$ 126,750.00	\$ -	\$0.00	\$ 126,750.00	0.0%
STREET FUND					
Street Department	\$ 331,000.00	\$ 13,032.31	\$ 229,385.81	\$ 101,614.19	69.3%
Street Rsv	\$ 325,400.00	\$ -	\$ 42,609.27	\$ 282,790.73	13.1%
Bike/Ped Path	\$ 142,500.00	\$ -	\$ 9,400.00	\$ 133,100.00	6.6%
Total Street Fund	\$ 798,900.00	\$ 13,032.31	\$281,395.08	\$ 517,504.92	35.2%
LIBRARY FUND					
Library Department	\$ 171,500.00	\$ 8,071.16	\$ 116,548.63	\$ 54,951.37	68.0%
Total Library Fund	\$ 171,500.00	\$ 8,071.16	\$116,548.63	\$ 54,951.37	68.0%

EMERGENCY SERVICES FUND					
Fire Department	\$ 204,324.50	\$ 3,066.78	\$ 111,667.49	\$ 92,657.01	54.7%
Ambulance Department	\$ 211,475.50	\$ 6,680.17	\$ 116,899.24	\$ 94,576.26	55.3%
EMS Vehicle/Equip Rsv	\$ 164,300.00	\$ 3,000.00	\$ 3,000.00	\$ 161,300.00	1.8%
Total EMS Fund	\$ 580,100.00	\$ 12,746.95	\$231,566.73	\$ 348,533.27	39.9%

RANGER STATION FUND					
Ranger Station	\$ 39,650.00	\$ 1,133.98	\$ 21,557.02	\$ 18,092.98	54.4%
Total Ranger Station	\$ 39,650.00	\$ 1,133.98	\$21,557.02	\$ 18,092.98	54.4%

DOWNTOWN REVOLVING LOAN FUND (DRL)					
DRL Fees/Loans	\$ 17,040.00	\$ -	\$ -	\$ 17,040.00	0.0%
Total DRL	\$ 17,040.00	\$ -	\$0.00	\$ 17,040.00	0.0%

GRAND TOTAL	\$ 7,351,252.00	\$111,588.20	\$ 2,830,427.10	\$ 4,520,824.90	38.5%
--------------------	-----------------	--------------	-----------------	-----------------	-------

City of Union, Oregon



PO Box 529
342 S. Main Street
Union, OR 97883

Phone: 541-562-5197
Fax: 541-562-5196
www.cityofunion.com

Home to the Buffalo Peak Golf Course

MEMORANDUM

July 6, 2022

TO: Doug Wiggins, City Administrator
FROM: Laura Dodds, Office Manager

SUBJECT: Office Manager Staff Report – June 2022

The following financial report shows revenues/expenditures:

- ❖ Total revenue for the month: **\$130,524.93**
- ❖ Total expenditures (includes payroll) for the month: **\$111,588.20**

*Attached is a breakdown report of both revenues and expenditures by department

- ❖ A total of **\$100,884.69** was billed out in utility bills for the month
- ❖ We received **\$409.15** from the Union Hotel for the month of May. *Hotel additional sewer charges are based on a number of circumstances which include; number of apartments rented, number of days RV spaces are rented and the number of overnight stays at the hotel
- ❖ We mailed 58 late reminder notices on June 30th , and hand delivered 15 possible shut offs. At the time of this report we have 10 delinquent account with the possibility of being shut off if no attempt is made to pay or payment arrangements made. Shut offs will be July 6th.
- ❖ Total amount billed for late fees assessed **\$1387.50**

** June 30th is end of our fiscal year, our audit is set up for August 15th ~ 18th

CASH SUMMARY COMPARED TO BUDGET (Revenues)**June 2022**

Source	2021-2022 Budget	Current Receipts	YTD Receipts	Variance	% Budget Collected
GENERAL FUND					
Beginning Cash	\$ 1,009,009.35	\$ -	\$1,009,009.35	\$ -	100.0%
Property Taxes	\$ 155,000.00		\$ 169,100.83	\$ (14,100.83)	109.1%
Delinquent Taxes	\$ 5,000.00		\$ 7,794.26	\$ (2,794.26)	155.9%
Interest	\$ 2,000.00		\$ 876.67	\$ 1,123.33	43.8%
Franchise Fees	\$ 95,000.00		\$ 119,304.39	\$ (24,304.39)	125.6%
Oregon Liquor Revenue	\$ 35,000.00	\$ 2,411.21	\$ 40,564.97	\$ (5,564.97)	115.9%
Cigarette Tax	\$ 1,500.00	\$ 272.43	\$ 1,855.92	\$ (355.92)	123.7%
Oregon Shared Revenue	\$ 18,000.00		\$ 24,540.82	\$ (6,540.82)	136.3%
Liquor License Fees	\$ 250.00		\$ 135.00	\$ 115.00	54.0%
License/Permits	\$ 100.00		\$ 50.00	\$ 50.00	50.0%
Land Use Fees	\$ 3,500.00	\$ 100.00	\$ 4,495.00	\$ (995.00)	128.4%
Burn Permits	\$ 1,100.00	\$ 60.00	\$ 1,495.00	\$ (395.00)	135.9%
Court Fines	\$ 750.00	\$ 100.00	\$ 780.41	\$ (30.41)	104.1%
City Surplus Sales	\$ 500.00	\$ 1,275.00	\$ 1,275.00	\$ (775.00)	255.0%
Misc Revenue	\$ 10,000.00	\$ 1,478.58	\$ 9,857.93	\$ 142.07	98.6%
COVID Funds	\$ 225,000.00		\$ 246,658.62	\$ (21,658.62)	
Transfers From Other Funds	\$ 191,000.00		\$ 191,000.00	\$ -	100.0%
Total General Fund	\$ 1,752,709.35	\$5,697.22	\$1,828,794.17	\$ (76,084.82)	104.3%
WATER FUND					
Cash on Hand	\$ 502,031.11	\$ -	\$ 502,031.11	\$ -	100.0%
Interest	\$ 1,550.00		\$ 1,290.53	\$ 259.47	83.3%
Water Bills	\$ 355,000.00	\$ 40,588.12	\$ 483,612.66	\$ (128,612.66)	136.2%
Set-up Fees	\$ 1,500.00	\$ 125.00	\$ 1,275.00	\$ 225.00	85.0%
Installation Fees	\$ 5,000.00		\$ 20,489.00	\$ (15,489.00)	409.8%
CDBG Grant	\$ 1,000,000.00	\$ -	\$ 144,070.00	\$ 855,930.00	14.4%
Water Project Fees	\$ 70,000.00	\$ -	\$ 19,046.28	\$ 50,953.72	27.2%
Transfers In	\$ 100,000.00		\$ 100,000.00	\$ -	100.0%
Misc Revenue	\$ 3,000.00	\$ 127.85	\$ 3,860.07	\$ (860.07)	128.7%
Total Water Fund	\$ 2,038,081.11	\$ 40,840.97	\$ 1,275,674.65	\$ 762,406.46	62.6%
SEWER FUND					
Cash on Hand	\$ 938,209.91	\$ -	\$938,209.91	\$ -	100.0%
Interest	\$ 1,200.00		\$ 1,290.53	\$ (90.53)	107.5%
Sewer Bills	\$ 600,000.00	\$ 51,878.62	\$ 627,457.21	\$ (27,457.21)	104.6%
Set-up Fees	\$ 1,200.00	\$ 125.00	\$ 1,275.00	\$ (75.00)	106.3%
Septic Fees	\$ 100.00		\$ -	\$ 100.00	0.0%
Installation Fees	\$ 5,000.00		\$ 17,086.00	\$ (12,086.00)	341.7%
Billed Labs	\$ 2,000.00		\$ 3,285.00	\$ (1,285.00)	164.3%

Transfers In	\$ 308,732.00		\$ 308,732.00	\$ -	100.0%
Misc Revenue	\$ 1,500.00	\$ 97.84	\$ 1,202.87	\$ 297.13	80.2%
Total Sewer Fund	\$ 1,857,941.91	\$ 52,101.46	\$ 1,898,538.52	\$ (40,596.61)	102.2%

SYSTEM DEVELOPMENT FUND (SDC)

Cash on Hand	\$ 126,750.00	\$ -	\$ 98,826.73	\$ 27,923.27	78.0%
Misc Revenue	\$ -	\$ -	\$ -	\$ -	
Water Development Charge	\$ -	\$ -	\$ -	\$ -	0.0%
Sewer Development Charge	\$ -	\$ -	\$ -	\$ -	0.0%
Water New Growth	\$ -	\$ -	\$ -	\$ -	0.0%
Total SDC	\$ 126,750.00	\$ -	\$ 98,826.73	\$ 27,923.27	78.0%

STREET FUND

Cash on Hand	\$ 429,078.61	\$ -	\$ 429,078.61	\$ -	100.0%
State Gas Taxes	\$ 150,000.00	\$ 14,926.52	\$ 172,748.70	\$ (22,748.70)	115.2%
Street Install Fees	\$ 500.00		\$ 720.00	\$ (220.00)	144.0%
Park Lights Grant	\$ 13,000.00	\$ -	\$ 13,008.00	\$ (8.00)	
CDBG Grant	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.0%
Transfers from Other Funds	\$ 140,000.00		\$ 140,000.00	\$ -	100.0%
Total Street Fund	\$ 832,578.61	\$ 14,926.52	\$ 755,555.31	\$ 77,023.30	90.7%

LIBRARY FUND

Cash on Hand	\$ 45,000.00	\$ -	\$ 59,615.94	\$ (14,615.94)	132.5%
Taxes Levied	\$ 120,000.00	\$ 1,247.28	\$ 126,424.44	\$ (6,424.44)	105.4%
Loans/Grants	\$ 1,500.00		\$ 1,685.15	\$ (185.15)	112.3%
Misc Revenue	\$ 5,000.00	\$ 136.05	\$ 6,881.98	\$ (1,881.98)	137.6%
Total Library Fund	\$ 171,500.00	\$ 1,383.33	\$ 194,607.51	\$ (23,107.51)	113.5%

EMERGENCY SERVICES FUND

Cash on Hand	\$ 364,250.75	\$ -	\$ 364,250.75	\$ -	100.0%
Interest	\$ 500.00		\$ 645.28	\$ (145.28)	129.1%
EMS Surcharge Fees	\$ 120,000.00	\$ 10,585.99	\$ 126,973.96	\$ (6,973.96)	105.8%
Ambulance Svc Fees	\$ 65,000.00	\$ 1,468.44	\$ 65,443.84	\$ (443.84)	100.7%
Burn Permits	\$ 1,300.00	\$ 60.00	\$ 1,505.00	\$ (205.00)	115.8%
Transfers In	\$ 50,000.00		\$ 50,000.00	\$ -	100.0%
Misc Income	\$ 2,000.00	\$ 2,750.00	\$ 3,203.70	\$ (1,203.70)	160.2%
VFA Grant	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.0%
Total EMS Fund	\$ 604,050.75	\$ 14,864.43	\$ 612,022.53	\$ (7,971.78)	101.3%

RANGER STATION FUND

Cash on Hand	\$ 14,000.00	\$ -	\$ 16,539.20	\$ (2,539.20)	118.1%
Interest	\$ 150.00		\$ 214.87	\$ (64.87)	143.2%
Rent	\$ 10,000.00	\$ 661.00	\$ 9,911.00	\$ 89.00	99.1%
Transfers In	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	
Misc Revenue	\$ 500.00	\$ 50.00	\$ 50.00	\$ 450.00	10.0%
Total Ranger Station	\$ 39,650.00	\$ 711.00	\$ 26,715.07	\$ 12,934.93	67.4%

DOWNTOWN REVOLVING LOAN FUND (DRL)					
Cash on Hand	\$ 16,530.00	\$ -	\$ 16,537.51	\$ (7.51)	100.0%
Interest	\$ 10.00	\$ -	\$ -	\$ 10.00	0.0%
Loan Fees		\$ -	\$ -	\$ -	0.0%
Transfers In	\$ 15,000.00		\$ 15,000.00	\$ -	100.0%
Loan Payments Rec'd	\$ 500.00		\$ -	\$ 500.00	0.0%
Total DRL	\$ 32,040.00	\$ -	\$ 31,537.51	\$ 502.49	98.4%
GRAND TOTAL	\$ 7,455,301.73	\$ 130,524.93	\$6,722,272.00	\$ 733,029.73	90.2%



Memorandum

Subject: Library Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Tiffany Derichsweiler, Library Lead

ATTACHED:

[Library Monthly Report June 2022](#)

June Monthly Report 2022

	Statistics	
	This Year	Last Year
Paton Count		
Circulation Count:	931	
Adult	345	
Children	586	
Audios	66	
Videos	84	
Music CD's	0	
Materials Added	55	
Materials Discarded	242	
Reference Questions	35	
Programs for Patrons	20	
Participants	385	
Computer Usage		
New Patrons	13	
ILL Requests	155	
Out of City Limit Usage		
Notary	7	

Events and Additions:

Kicked off the Summer Reading Program
 Participated in the EOLS parade
 Continue to wipe down & sanitize materials
 Held movies in the park



Memorandum

Subject: Ordinance Officer Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Dianna Arena, Ordinance Officer

ATTACHED:

[Ordinance Officer Monthly Report June 2022](#)

City of Union, Oregon



PO Box 529
342 S. Main Street
Union, OR 97883

Phone: 541-562-5197
Fax: 541-562-5196
www.cityofunion.com

Home to the Buffalo Peak Golf Course

June 2022

TO:

Doug Wiggins
City Administrator

Leonard Flint
Union City Mayor

City Council

Main Focus:

Keeping a Positive Outlook on:
Fielding Citizen Complaints
Enforcing City Ordinances

Continuation on:
Educating Residents on Ordinances with Letters and Phone Calls
Building Relationships and Rapport with Residents
Daily Drive Around City to Check on Violations/Compliances
Thank You Letters and Phone Calls Sent for Compliances

Complaints:

2- Separate residences having excessive number of dogs at home. Talked with County Animal Control to do a check for kennel approval, and/or removal -will follow up.

1-Excessive noise complaint- Complied

1-Follow up on manure build up and odor at residence off Maine/Bryan St.-Back pasture leveled out. 10 yards of woodchips moved into very wet manure area at property in hopes of curbing odor and soaking up excessive moisture. Will probably need to do it again in another couple months. Will revisit this in August and check on it.

1-Email received regarding properties at 746 W. Arch/735 W. Arch/877 W. Arch
Excessive accumulation of trash, rubbish, broken items, tall grasses, and manure.
Have reached out to residents by phone calls. Have stayed in touch weekly. Resident began cleaning front yard(746), weed eating/mowing, filled trailer for a new dump run. Will continue to reach out and encourage continued work. Also, pricing and contact number given to resident for help on manure removal. Will follow up

City of Union, Oregon



PO Box 529
342 S. Main Street
Union, OR 97883

Phone: 541-562-5197
Fax: 541-562-5196
www.cityofunion.com

Home to the Buffalo Peak Golf Course

1-Email received regarding safety/law concerns at mobile home park- residents on Bellwood.
Forwarded email to sheriff department. Will also, forward information to property owner.

1-Excessive tall grass and thistle at residence off Main St.-neighbor helped take care of front yard and local resident helped with tractor work in the back.-In Compliance.

1-Excessive and overgrown grasses on lot off Beakman St.-Letter sent. Property owner has begun working on it. Will follow up

1-Illegal fireworks at dusk

3-Citezen complaint forms and phone calls regarding residence at 865 N. Second. Loud noises in the middle of the night (working on cars, tows etc.), abandoned vehicles on property, trash build up, potential inhabitants in numerous trailers.-Talked with the resident and wrote a letter about these concerns. Said he would be quieter and more aware of the noise. Had 4 cars removed from the property and was going to dump the trailer of garbage and try and get sanitation services back. Emailed and talked with all 3 of the concerned homeowners. Explained about calling the sheriff's department in the evenings, that I am in continual contact and will continue working with resident, and let them know that I am not allowed to go into any resident of Union's backyard regarding potential living situations in trailer/s.

Letters Sent:

11 R.O.W. Issues-6 compliances, 5 non comply/recently received letter. Will follow up on the last 5.
3 Trailer Inhabitation Question-1 no one staying in, 1 no reply(will send out second letter), 1 potential having visitors, educated on permit ordinance. Will come and pick one up if do have inhabitant/s.
1 Missing House Address-1 comply
21 Weeds/Tall Grass-13 compliances, 7 non comply/recently received letter. Will follow up on last 7.
1 New Corner Fencing Setbacks-complied
1 Tow at 710 N. Bellwood

Thank you, letters (calls), sent (made) for residential compliances.

Hope that everyone had a fantastic Fourth of July!!!

City of Union, Oregon



PO Box 529
342 S. Main Street
Union, OR 97883

Phone: 541-562-5197
Fax: 541-562-5196
www.cityofunion.com

Home to the Buffalo Peak Golf Course



Memorandum

Subject: Fire/EMS Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact:

ATTACHED:

[Fire EMS Monthly Report June 2022](#)

July 3, 2022

The ambulance and fire departments had a total of 18 calls for the month of June. The fire department responded to structure fire in LaGrande as well as a forklift fire, MVA and brush fire in Union.

The ambulance had calls consisting of an MVA, 3 seizures, 2 lift assists and 4 full days of EOLS coverage. There were no serious incidents at the Stock Show.

Summertime is always presenting with some unusual calls, but we will do our part in getting things done.



Memorandum

Subject: Sheriff's Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact:

ATTACHED:

[Union Sheriff's Activities JUNE 2022](#)

[Copy of Yearly Sheriff's 2022](#)

Union Activities –JUNE 2022

The Union County Deputies contributed hours to the total for the month. The statistics/report reflect the activities done by Sheriff's Deputies:

HOURS	174
CRIMINAL CITATIONS	0
TRAFFIC CITATIONS	0
WARNINGS	9
ARRESTS	1
CALLS FOR SERVICE	22
FI'S	35
WALK-INS	0
REPORTS	4
TOWS/IMPOUNDS	1
OTHER (EOLS)	1

The above hours were allocated as follows:

PATROL	76%
TRAFFIC	16%
REPORTS/INVESTIGATIONS	8%

Activities include:

Routine patrol including foot patrol, school patrol, and traffic patrol
 Extra patrol in areas requested done throughout the month
 Field interrogations and follow up done as needed throughout the month
 Traffic warnings given throughout the month
 Deputy responded for Careless Driver
 Report taken for Criminal Mischief, follow up will be done
 Deputies responded for a multi-person disturbance, report forwarded to DA for charges
 Citizen Assist, options explained
 Patrol provided for EOLS and Parade Detail
 Report taken for Disorderly conduct and Harassment
 Towed an abandoned vehicle
 Report taken for Criminal Mischief at the Union Carwash
 Request for a welfare check, UTL the subject
 Report of Telephonic harassment, options given
 Responded for a Domestic Disturbance, report taken x 2
 Responded for a Burglary alarm, false alarm
 Deputy responded for animal complaint, owners counceled
 Report taken for theft of gas cans
 Report of a careless driver, UTL

Union 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	15.50	10.00	0.00	10.00	9.00						
2	8.00	8.00	8.00	0.00	10.00	9.00						
3	5.00	0.00	0.00	1.00	10.00	0.00						
4	8.00	0.00	0.00	0.00	10.00	0.00						
5	11.00	1.00	0.00	11.00	0.00	0.00						
6	0.00	10.00	8.00	9.00	0.00	0.00						
7	0.00	8.50	8.00	0.00	0.00	0.00						
8	0.00	13.00	10.00	0.00	1.00	0.00						
9	10.00	11.00	8.50	0.00	2.50	18.00						
10	10.00	0.00	0.00	10.50	2.50	20.00						
11	8.00	0.00	0.00	8.00	0.00	18.50						
12	10.00	0.00	0.00	9.00	0.00	6.00						
13	0.00	10.00	8.00	8.50	0.00	0.00						
14	2.00	8.00	10.00	0.00	0.00	6.00						
15	4.00	10.00	9.00	0.00	0.00	8.50						
16	0.00	10.00	10.00	0.00	0.00	9.00						
17	0.00	0.00	0.00	10.00	10.00	10.00						
18	0.00	0.00	0.00	12.50	10.00	0.00						
19	0.00	0.00	0.00	12.00	0.00	0.00						
20	0.00	8.00	8.00	10.00	0.00	0.00						
21	0.00	9.00	10.00	10.00	0.00	10.00						
22	0.00	8.50	8.00	14.00	9.00	8.00						
23	9.00	8.00	9.00	0.00	9.50	9.00						
24	10.00	0.00	0.00	0.00	9.00	8.00						
25	8.00	0.00	0.00	1.00	10.00	0.00						
26	9.00	0.00	0.00	0.50	0.00	0.00						
27	0.00	8.50	0.00	0.00	0.00	0.00						
28	0.00	8.00	8.00	0.00	0.00	8.00						
29	0.00	0.00	8.00	0.00	0.00	9.00						
30	10.00	0.00	8.00	0.00	10.00	8.00						
31	10.00	0.00	8.00	0.00	10.00	0.00						
Total	132.0	155.0	156.50	127.00	123.5	174.0	0.00	0.00	0.0	0.0	0.00	0.00

Over/Short	120	120	120	120	120	120	120	120	120	120	120	120
	12.00	35.00	36.50	7.00	3.50	54.00	(120.00)	(120.00)	(120.00)	(120.00)	(120.00)	23.50



Memorandum

Subject: Animal Enforcement Officer Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact:

ATTACHED:

[June 2022 AEO Activities](#)

[Copy of AEO Yearly 2022](#)

Union Animal Enforcement Hours—JUNE 2022

Animal Enforcement Deputy Patricia Kelly contributed to these hours that reflect animal control activities only in Union for the month.

HOURS: 7

Calls for Service: 4

Dog at large:

Citations: 0
Warnings: 2
Impounds: 1
Other Action: 0

Dog Bites: 0

Barking Dog:

Citations: 0
Warnings: 0
Impounds: 0
Other Actions:

Animal Abuse/Neglect: 1

Other: See below*

Activities Included:

General patrol including previously reported problem areas
Follow up done as needed throughout the month
Responded for a found dog, dog impounded. Owners located and picked up dog
Responded for dogs that killed another dog. Owner came to civil agreement with each other
Report of a found black lab. Reporter will keep until owner is located
Responded for report of neglected and possibly abandoned animals, made contact with owner that was in the process of moving and will get her animals

AE 2022	Jan	Feb	Mar	April	May	Jun	July	Aug	Sep	Oct	Nov	Dec
1					0.5							
2												
3		2		1								
4		1										
5	0.5		1									
6			2	2								
7						1						
8												
9						1						
10	2											
11												
12	1											
13												
14			3									
15			0.5									
16			2									
17		1										
18				1	2.5							
19		2.5		1								
20			1		1.5							
21			1									
22			1									
23												
24												
25				1								
26	1		2	1								
27						1						
28												
29			1									
30	2		1.5									
31												
TOTAL	6.5	6.5	16	7	4.5	3	0	0	0	0	0	0



Memorandum

Subject: Administrator Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Doug Wiggins,

ATTACHED:

[Admin Report July 2022](#)

City of Union, Oregon



PO Box 529
342 S. Main Street
Union, OR 97883

Phone: 541-562-5197
Fax: 541-562-5196
www.cityofunion.com

Home to the Buffalo Peak Golf Course

CITY ADMINISTRATOR REPORT

June 2022

Ranger Station:

Concrete on the back porch was completed. Wee are nearing our final inspection, hopefully by the end of July to get our occupancy permit. Painting is underway as time allows. Still have concrete ramp to put in for the ADA access, finish up the furnishings inside and a final walkthrough for completeness in what we may have forgot. Artwork is on order.

Water/Sewer:

CDBG news – Bids have been completed and Anderson and Perry is vetting through it. Only one bid had for the project and given current conditions we are pleased with the bid, while high, it is still within budget.

Working on a plan to get rid of the pond sludge, but drying time has been minimal given all the rains (this continues).

Got the valving done required to isolate the primary clarifier completed this month and now working on the valve for the SBC. Once completed we can isolate and begin cleaning once our screen is in place, believe this to happen by this late fall.

Generator switch has been replaced and completed. Waiting on bills and will submit to insurance for reimbursement.

Library:

June's movie in the park was a success. It brought in about 30 people, with little advertising. July 15th is the next movie and with word of mouth and better advertising it is believed the number could be double. Tiffany has amassed a great following at the library thus far this summer. Comments have been very positive, and she has about 200 people, adults and children, involved in her various summer programs.

Streets:

Chestnut Street construction drawings are complete and bid advertisements should be going out soon.

Parks:

We got the installation lined up for the fence, but it will be September before it is completed. I have a group that will be working on painting the playground equipment this summer.

Doug Wiggins
City Administrator



Memorandum

Subject: June 2022 Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Heather Daggett, Wastewater

ATTACHED:

[Wastewater Report June 2022](#)

Wastewater Report June 2022

Drying Beds & Sludge removal – Currently all drying beds are occupied. 1 & 2 have sludge from the bottom of the Golf Course Pond, bed 3 has sludge from the secondary digester and bed 4 has grease and garbage we have removed from various locations that when dried will be hauled to the landfill in Baker City. With the continued dry warm weather, we will be able to get these drying beds cleared out in the near future.

Maintenance / Repair –

- Blower Services and Maintenance
- RBC Maintenance: oils, Grease, and cleaning
- SBC: Grease
- Effluent pumps Greased
- Replace filters on chemical system

Effluent - Effluent discharge is going to Buffalo Peaks Golf Course due to DEQ restrictions and requirements to be discharging in Catherine Creek.

Golf Course – The Golf Pond is full, at this time there is not much pond weed growth.

Other – * Generator controls have been fixed from the fire damage and the generator had the annual service done.

- Tree trimming with public works on areas over roadways
- 5th Street (Johnson) Sewer Service installation
- Started the Clarifier project with Lindley Construction at the Wastewater Treatment Facility (bypass valving is now in place.)

DEQ - Continue working with DEQ on our permit renewal, first draft and review period should be out soon.

Influent – * Continue working with Anderson Perry on the Influent Screen project.

- Pump maintenance and unplug #2 influent pump from rags etc. coming in.



Memorandum

Subject: Public Works Monthly Report
Meeting: City Council - Jul 11 2022
Prepared For: Mayor and Members of Council
Staff Contact: Paul Phillips, Public Works Lead

ATTACHED:

[Public Works Monthly Report June 2022](#)

City of Union Council Report for June 2022

Public Works Department

Water: Pulled the two, state required monthly water samples and sent to lab. We will be taking lead and copper samples in July. Did monthly water meter reads. Cleaned part of the warehouse and put away water parts.

Streets: Repaired old Jacobson lawnmower and used it to mow a couple rights-of-ways. Repaired old cycle bar mower and mowed along right-of-way on West Arch over railroad tracks and along East Bryan. Will be contacting Roger's asphalt and trying to get the two sewer cuts patched that are on North Fifth Street.

Sewer: Unplugged influent pump #2. Installed a sewer service line to a new house on N. Fifth Street. Assisted in replumbing piping so we can bypass the primary clarifier as we need to work on the clarifier. A new generator power transfer switch has been installed so in the event of a power outage the plant will still run properly.

Park: A few branches have been trimmed up and the park is being mowed weekly usually on Thursdays along with being edged. Robin continues to check the sprinklers in an effort to keep the park looking good.

Ranger Station: The back patio has been poured and the cement stamped and colored. We are adding some dirt in an effort to slope away from the building so that if Little Creek were to flood the water would not go under the building. Two more cement pours will need to be completed. Robin has started painting the house.

Public Works Lead

Paul Phillips

July 6,2022