



# City of Union

## Agenda

### City Council Meeting

Monday, June 12, 2023 @ 7:00 PM

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

	Page
1. <b>CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:</b>	
<b>Mayor:</b>	Hawkins
<b>Councilors:</b>	Farmer, Cox, Black, Blackburn, Middleton, and Boyer-Davis
2. <b>CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:</b>	
3. <b>PUBLIC BUDGET HEARING</b>	
3.1. FY 23-24 Budget Resolution	4 - 10
To adopt the FY 2023-2024 budget as recommended by the budget committee.	
<a href="#">Resolution 2023-08 (Budget Resolution) - Pdf</a>	
3.2. State Shared Revenue Resolution	11 - 12
To pass the resolution accepting and acknowledging state shared revenues.	
<a href="#">Resolution 23-09 (State Shared) - Pdf</a>	
4. <b>OLD BUSINESS:</b>	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
5. <b>NEW BUSINESS:</b>	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
5.1. 343 HWY 203 Plumbing Bid	13 - 14
<a href="#">Ranger Station Remodel (Plumbing) - Pdf</a>	
5.2. 343 HWY 203 Electric Bid	15 - 22
<a href="#">Ranger Station Remodel (Electric) - Pdf</a>	
5.3. Little Creek-College Street Bridge Replacement	23 - 44
<a href="#">Little Creek Bridge Grant - Pdf</a>	
5.4. Change Order 1 - WWTP Screen	45 - 49
<a href="#">Headworks Screen Change Order - Pdf</a>	
5.5. Amendment to Ordinance 461	50 - 51
<a href="#">Ordinance 570 - Pdf</a>	
6. <b>CONSENT AGENDA:</b>	
6.1. <b>Business/Special Meeting Minutes</b>	

	<ul style="list-style-type: none"> <li>May 8, 2023 <a href="#">City Council - May 08 2023 - Minutes - Pdf</a></li> </ul>	52 - 55
6.2.	<b>Work Session Minutes</b>	
	<ul style="list-style-type: none"> <li>May 8, 2023 <a href="#">Council Work Session - May 08 2023 - Minutes - Pdf</a></li> </ul>	56 - 58
6.3.	<b>Information Reports</b>	
	<ul style="list-style-type: none"> <li>Office Manager Report <a href="#">May 2023 - Pdf</a> <a href="#">Adjustments May 2023</a></li> <li>Library Monthly Report <a href="#">May 2023 - Pdf</a></li> <li>Ordinance Officer Monthly Report <a href="#">May 2023 - Pdf</a></li> <li>Fire/EMS Monthly Report <a href="#">May 2023 - Pdf</a></li> <li>Sheriff's Monthly Report <a href="#">May 2023 - Pdf</a></li> <li>Animal Officer Monthly Report <a href="#">May 2023 - Pdf</a></li> </ul>	59 - 78 79 - 80 81 - 83 84 - 85 86 - 88 89 - 91
7.	<b>CITY COUNCIL WORKING COMMITTEE UPDATES:</b>	
8.	<b>CITY ADMINISTRATOR / PUBLIC WORKS REPORT:</b>	
8.1.	City Administrator's Report <a href="#">May 2023 - Pdf</a>	92 - 93
8.2.	Public Works Report <a href="#">May 2023 - Pdf</a> <a href="#">Service Order List May 2023</a>	94 - 95
8.3.	Wastewater Report <a href="#">May 2023 - Pdf</a>	96 - 97
9.	<b>PUBLIC COMMENT</b> <i>Audience members may bring any concern before the Council at this time.</i>  <i>Public comment rules:</i> <i>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.</i>	
10.	<b>UPCOMING MEETINGS AND SUGGESTIONS:</b>	
10.1.	June 26, 2023 Work Session 6pm	
10.2.	July 10, 2023 Work Session 6pm	
10.3.	July 10, 2023 Business Meeting 7pm	
11.	<b>ADJOURNMENT:</b>	

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](mailto: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:** FY 23-24 Budget Resolution  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Doug Wiggins,

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## **BACKGROUND INFORMATION:**

Each year council must pass a budget for the next fiscal year. Included in the packet is the recommended budget from the budget committee.

## **FINANCIAL IMPACT:**

The City of Union finances depend upon a budget to operate. This budget must be adopted by council in order continue business. This budget recommends to council that it is projected to need \$7,780,337 to accomplish its goals and task for the upcoming year.

## **RECOMMENDATION:**

To adopt the FY 2023-2024 budget as recommended by the budget committee.

## **ATTACHED:**

[Resolution 2023-08 \(Budget Resolution\)](#)  
[23-24 LB50 Property Tax Form](#)  
[23-24 LB1 Budget Hearing](#)

## CITY OF UNION RESOLUTION NO. 2023-08

**A RESOLUTION ADOPTING THE FISCAL YEAR BUDGET JULY 1, 2023  
THROUGH JUNE 30, 2024 AND MAKING APPROPRIATIONS, LEVYING  
AND CATEGORIZING TAXES**

**BE IT RESOLVED**, by the governing body and common council of the City of Union, Oregon:

**Section 1:**

The governing body for the City of Union, Oregon hereby adopts the municipal budget for the fiscal year beginning July 1, 2023 through June 30, 2024, for \$7,780,337.

**Section 2:**

The governing body hereby accepts 2023-2024 budget appropriations as follows:

**GENERAL FUND**

**Administrative Department**

Personnel Services	\$123,072
Materials & Services	\$ 96,400
Capital Outlay (Incl. Reserves)	\$679,220
Contingency	\$ 60,000
Transfers	\$ 70,000
<u>Unappropriated Funds</u>	<u>\$246,544</u>
<b>Total Administration</b>	<b>\$1,275,236</b>

**Public Safety**

Personnel Services	\$ 11,520
Materials & Services	\$ 83,400
Transfer Stimulus	\$155,000
<u>Emergency Events</u>	<u>\$ 76,040</u>
<b>Total Public Safety</b>	<b>\$325,960</b>

**Parks**

Personnel Services	\$ 24,401
Materials & Services	\$ 13,850
Capital Outlay	\$ 45,943
<u>Contingency</u>	<u>\$ 2,000</u>
<b>Total Parks</b>	<b>\$86,194</b>

**Court**

<u>Materials &amp; Services</u>	<u>\$ 2,975</u>
<b>Total Court</b>	<b>\$2,975</b>

**Recycling**

<u>Materials &amp; Services</u>	<u>\$ 900</u>
<b>Total Recycling</b>	<b>\$900</b>

**Planning**

Personnel Services	\$ 22,363
<u>Materials &amp; Services</u>	<u>\$ 4,000</u>
<b>Total Planning</b>	<b>\$26,363</b>

**TOTAL GENERAL FUND ALLOCATION** **\$1,717,628**

**WATER FUND****Water Department**

Personnel Services	\$ 216,663
Materials & Services	\$ 178,800
Capital Outlay (Incl. Reserves)	\$1,812,500
Contingency	\$ 85,000
Transfers	\$ 22,000
Unappropriated Funds	\$ 297,812
<b>Total Water Department</b>	<b>\$2,612,775</b>

**TOTAL WATER FUND ALLOCATION** **\$2,612,775**

**SEWER FUND****Sewer Department**

Personnel Services	\$211,557
Materials & Services	\$194,950
Capital Outlay (Incl. Reserves)	\$534,750
Contingency	\$ 45,000
Debt Services	\$377,833
Transfers	\$ 22,000
Unappropriated Funds	\$111,293
<b>Total Sewer Department</b>	<b>\$1,497,383</b>

**TOTAL SEWER FUND ALLOCATION** **\$1,497,383**

**SYSTEM DEVELOPMENT FUND****System Development**

Capital Investments	\$93,826
Contingency	\$ 5,000
<b>Total System Development</b>	<b>\$98,826</b>

**TOTAL SYSTEM DEVELOPMENT FUND ALLOCATION** **\$ 98,826**

**STREET FUND****Street Department**

Personnel Services	\$100,954
Materials & Services	\$ 65,000
Capital Outlay (Incl. Reserves)	\$682,329
Contingency	\$ 32,500
Transfers	\$ 5,000
Unappropriated Funds	\$ 53,046
<b>Total Street Department</b>	<b>\$938,829</b>

**TOTAL STREET FUND ALLOCATION** **\$938,829**

**LIBRARY FUND****Library Department**

Personnel Services	\$ 99,579
Materials & Services	\$ 46,650
Capital Outlay (Incl. Reserves)	\$ 9,000
Contingency	\$ 20,000
Unappropriated Funds	\$ 62,021
<b>Total Library Department</b>	<b>\$237,250</b>

**TOTAL LIBRARY FUND ALLOCATION** **\$237,250**

**EMERGENCY SERVICES FUND****Fire Department**

Personnel Services	\$ 37,302
Materials & Services	\$ 48,250
Capital Outlay	\$140,647
Contingency	\$ 15,000
Unappropriated Funds	\$ 18,223
<b>Total Fire Department</b>	<b>\$259,422</b>

**Ambulance Department**

Personnel Services	\$ 37,302
Materials & Services	\$ 76,950
Capital Outlay	\$145,646
Contingency	\$ 15,000
Unappropriated Funds	\$ 18,223
<b>Total Ambulance Department</b>	<b>\$293,121</b>

**TOTAL EMERGENCY SERVICES FUND ALLOCATION** **\$552,543**

**RANGER STATION FUND****Ranger Station Department**

Personnel Services	\$ 12,957
Materials & Services	\$ 42,850
Capital Outlay	\$ 2,000
Contingency	\$ 20,643
Unappropriated Funds	\$ 10,000
<b>Total Ranger Station</b>	<b>\$ 88,450</b>

**TOTAL RANGER STATION FUND** **\$ 88,450**

**DOWNTOWN REVOLVING LOAN FUND****Revolving Loan**

Capital Outlay	\$ 36,653
<b>Total Revolving Loan</b>	<b>\$ 36,653</b>

**DOWNTOWN REVOLVING LOAN FUND ALLOCATION** **\$ 36,653**

**COMBINED TOTAL BUDGET FOR FISCAL YEAR 2022-2023** **\$7,780,337**

**Section 3:**

The City of Union, Oregon and its governing body hereby impose the following taxes:

1. As provided for in the adopted budget at the rate of \$1.5752 per \$1,000 of assessed value for the General Fund; and,
2. As provided for in the adopted budget at the rate of \$1.05 per \$1,000 of assessed value for the Library Fund.

**Section 4:**

This resolution shall take effect from and after its passage by the governing body of the City of Union for the Fiscal Year of July 1, 2023 through June 30, 2024.

**ADOPTED** by \_\_\_ members of the governing body for the City of Union, passed this 12 day of June 2023.

**Signed:**

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Administrator



Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property

To assessor of UNION County

FORM LB-50 2023-2024

Be sure to read instructions in the Notice of Property Tax Levy Forms and Instruction booklet

Check here if this is an amended form.

The City of Union has the responsibility and authority to place the following property tax, fee, charge or assessment on the tax roll of Union County. The property tax, fee, charge or assessment is categorized as stated by this form.

PO Box 529 Union OR 97883 06/12/2023
Mailing Address of District City State ZIP code Date
Doug Wiggins City Administrator 541-562-5197 admin@cityofunion.com
Contact Person Title Daytime Telephone Contact Person E-Mail

CERTIFICATION - You must check one box if your district is subject to Local Budget Law.

- The tax rate or levy amounts certified in Part I are within the tax rate or levy amounts approved by the budget committee.
The tax rate or levy amounts certified in Part I were changed by the governing body and republished as required in ORS 294.456.

PART I: TAXES TO BE IMPOSED

Table with 5 columns: Item, Rate, Subject to General Government Limits, Excluded from Measure 5 Limits, and Dollar Amount of Bond Levy. Rows include: 1. Rate per \$1,000 or Total dollar amount levied (within permanent rate limit) . . . 1 1.5752, 2. Local option operating tax . . . . . 2, 3. Local option capital project tax . . . . . 3, 4. City of Portland Levy for pension and disability obligations . . . . . 4, 5a. Levy for bonded indebtedness from bonds approved by voters prior to October 6, 2001 . . . . . 5a., 5b. Levy for bonded indebtedness from bonds approved by voters on or after October 6, 2001 . . . . . 5b., 5c. Total levy for bonded indebtedness not subject to Measure 5 or Measure 50 (total of 5a + 5b) . . . . . 5c. 0

PART II: RATE LIMIT CERTIFICATION

Table with 2 columns: Item and Rate. Rows include: 6. Permanent rate limit in dollars and cents per \$1,000 . . . . . 6 1.5752, 7. Election date when your new district received voter approval for your permanent rate limit . . . . . 7, 8. Estimated permanent rate limit for newly merged/consolidated district . . . . . 8

PART III: SCHEDULE OF LOCAL OPTION TAXES - Enter all local option taxes on this schedule. If there are more than two taxes, attach a sheet showing the information for each.

Table with 5 columns: Purpose (operating, capital project, or mixed), Date voters approved local option ballot measure, First tax year levied, Final tax year to be levied, Tax amount -or- rate authorized per year by voters. Row 1: Library Levy (Mixed), November 2022, 2023-2024 FY, 2027-2028 FY, 1.05

Part IV. SPECIAL ASSESSMENTS, FEES AND CHARGES

Table with 3 columns: Description, Subject to General Government Limitation, Excluded from Measure 5 Limitation. Rows 1 and 2 are empty.

If fees, charges, or assessments will be imposed on specific property within your district, you must attach a complete listing of properties, by assessor's account number, to which fees, charges, or assessments will be imposed. Show the fees, charges, or assessments uniformly imposed on the properties. If these amounts are not uniform, show the amount imposed on each property.

The authority for putting these assessments on the roll is ORS (Must be completed if you have an entry in Part IV)

**CITY OF UNION  
NOTICE OF BUDGET HEARING  
23/24 Budget Year**

A public meeting of the Union City Council will be held on June 12th, 2023 at 7:15 pm at the Leonard Almquist City Council Chambers, Union, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2023 as approved by the City of Union Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at Union City Hall, between the hours of 10 am and 5pm (Monday-Thursday) or online at [www.cityofunion.com](http://www.cityofunion.com). This budget is for an annual budget period from July 1, 2023 - June 30, 2024. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Doug Wiggins

Telephone: 541-562-5197

Email: [admin@cityofunion.com](mailto:admin@cityofunion.com)

<b>FINANCIAL SUMMARY - RESOURCES</b>			
<b>TOTAL OF ALL FUNDS</b>	<b>Actual Amount 2021-2022</b>	<b>Adopted Budget This Year 2022-2023</b>	<b>Proposed Budget Next Year 2023-2024</b>
Beginning Fund Balance/Net Working Capital	3,434,098	3,869,488	3,824,595
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	1,760,481	1,652,160	1,730,890
Federal, State and all Other Grants, Gifts, Allocations and Donations	405,422	2,167,892	1,585,142
Revenue from Bonds and Other Debt			
Interfund Transfers / Internal Service Reimbursements	749,982	355,658	349,710
All Other Resources Except Current Year Property Taxes			
Current Year Property Taxes Estimated to be Received	303,319	290,000	290,000
<b>Total Resources</b>	<b>6,653,302</b>	<b>8,335,198</b>	<b>7,780,337</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION</b>			
Personnel Services	674,631	884,459	897,670
Materials and Services	654,546	753,300	855,475
Capital Outlay	557,781	4,971,829	4,253,054
Debt Service	176,232	377,065	377,833
Interfund Transfers	749,982	355,658	274,000
Contingencies		269,500	305,143
Special Payments			
Unappropriated Ending Balance and Reserved for Future Expenditure	3,840,130	723,387	817,162
<b>Total Requirements</b>	<b>6,653,302</b>	<b>8,335,198</b>	<b>7,780,337</b>

<b>FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *</b>			
<b>Name of Organizational Unit or Program FTE for that unit or program</b>			
Administration	596,607	1,261,832	1,199,526
FTE	1.2	1.7	1.6
Public Safety	69,170	650,653	401,670
FTE	0.1	0.6	0.2
Parks	33,181	60,536	86,194
FTE	0.3	0.4	0.4
Court	1,455	2,950	2,975
FTE	0.0	0.0	0.0
Recycling	598	800	900
FTE	0.0	0.0	0.0
Planning	13,399	33,566	26,363
FTE	0.3	0.5	0.3
Water	586,712	2,758,532	2,612,775
FTE	2.5	2.9	3.0
Sewer	868,764	1,654,415	1,497,383
FTE	2.5	2.8	3.0
Systems Development	1.0	98,827.0	98,826.0
FTE	0.0	0.0	0.0
Street	278,334	994,854	938,829
FTE	1.5	1.5	1.5
Library	113,395	192,000	237,250
FTE	1.5	1.9	1.9
Ranger Station	20,904	38,350	88,450
FTE	0.1	0.1	0.1
Downtown Development	0	36,790	36,653
FTE	0.0	0.0	0.0
Fire	112,675	278,208	259,922
FTE (Volunteers)	0.8	0.8	0.8
Ambulance	117,977	272,885	292,621
FTE (Volunteers)	0.8	1.0	1.0
<b>Total Requirements</b>	<b>2,813,172</b>	<b>8,335,198</b>	<b>7,780,337</b>
<b>Total FTE</b>	<b>11.5</b>	<b>14.0</b>	<b>13.8</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \***

The wastewater treatment plant has the only remaining loan for the City and is on pace to be paid off in 2031. We estimate to receive approximately \$1.5 million in grants this coming year accomodating for the larger revenue.

<b>PROPERTY TAX LEVIES</b>			
	<b>Rate or Amount Imposed 2021-2022</b>	<b>Rate or Amount Imposed This Year 2022-2023</b>	<b>Rate or Amount Approved Next Year 2023-2024</b>
Permanent Rate Levy (rate limit <u>1.5752</u> per \$1,000)	1.5752	1.5752	1.5752
Library Special Tax Levy (rate limit <u>1.05</u> per \$1,000)	1.21	1.21	1.05

<b>STATEMENT OF INDEBTEDNESS</b>		
<b>LONG TERM DEBT</b>	<b>Estimated Debt Outstanding on July 1.</b>	<b>Estimated Debt Authorized, But Not Incurred on July 1</b>
General Obligation Bonds	\$0	
Other Borrowings	\$1,129,164	
<b>Total</b>	<b>\$1,129,164</b>	



# Memorandum

**Subject:** State Shared Revenue Resolution  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Doug Wiggins,

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## **BACKGROUND INFORMATION:**

Upon passing the budget, the council acknowledges that the budget did rely on State Shared revenues in order to meet its obligations. The state requires by budget rules that the city adopt a resolution stating such and is attached.

## **FINANCIAL IMPACT:**

Failure to adopt the state shared revenue would result in the possibility of lost revenue and an unbalanced budget.

## **RECOMMENDATION:**

To pass the resolution accepting and acknowledging state shared revenues.

## **ATTACHED:**

[Resolution 2023-09\(Shared Revenue\)](#)

**CITY OF UNION  
RESOLUTION NO. 2023-09**

**A RESOLUTION DECLARING THE CITY OF UNION’S ELECTION TO  
RECEIVE STATE REVENUES**

**WHEREAS**, on June 12, 2023 the governing body for the City of Union adopted resolution 2023-08 fiscal year budget 2023-2024; and,

**WHEREAS**, the governing body recognizes the 2023-2024 fiscal budget does rely on the reception of state funding through various state assessed taxes; and,

**WHEREAS**, the governing body for the City of Union recognizes that public hearings on the adopted 2023-2024 fiscal year budget were held on April 27, 2023 before the budget committee and on June 12, 2023 before the governing council, giving citizens the opportunity to comment on state shared revenues.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to ORS 221.770, the City Council, in regular assembly, does hereby elect to receive state shared revenues for the 2023-2024 fiscal year.

**ADOPTED** by \_\_\_\_ members of the Common Council voting therefore and approved by the Mayor of the City of Union, this 12 day of June 2023.

**Approved:**

**Attest:**

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Susan Hawkins, Mayor

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Doug Wiggins, City Administrator



# Memorandum

**Subject:** 343 HWY 203 Plumbing Bid  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Paul Phillips, Public Works Lead

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## **BACKGROUND INFORMATION:**

Work began on the middle unit last month and is now to the point of plumbing. I reached out to a couple plumbers in the area and received this only attached bid. This plumber did do the first building and is familiar with the project and its demands. They will be able to get us in within a couple weeks after approval.

## **FINANCIAL IMPACT:**

Cost top the Ranger Station remodel budget would be \$10,650. Well within budgeted amounts.

## **RECOMMENDATION:**

Approve the plumbing bid of Fred Daggett plumbing for \$10,650.

## **ATTACHED:**

[Bid Proposal Plumbing - 343 HWY 203](#)

**Fred Daggett Plumbing, LLC**  
**CCB# 210038**  
**60040 Thew Loop, Cove, OR 97824**  
**541-771-0055 (Cell) 541-771-0056 (Office)**

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**BID PROPOSAL**

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**Date:** May 23, 2023  
**Company:** City of Union  
**Attention:** Doug  
**Phone #:**  
**Email:** [dougwiggins@cityofunion.com](mailto:dougwiggins@cityofunion.com)  
**Project:** Remodel  
**Location:** 343 Hwy 203, Union

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WE PROPOSE TO FURNISH LABOR AND MATERIALS IN STRICT ACCORDANCE WITH PLANS AND SPECIFICATIONS AS FOLLOWS:

**Bid Includes:**

1. All rough plumbing labor and materials.
2. 2 hosebibs and icemaker line.
3. All plumbing fixtures.
4. 5 foot standard Fiberglass shower.

**Bid Excludes:**

1. Permits & fees.
2. Changes after rough in.

**BID TOTAL:                   \$10,650.00**

**Total to be paid in three installments:**

<b>At Underfloor</b>	<b>At Top Out</b>	<b>At Completion</b>
\$0.00	\$8,6500.00	\$2,000.00

**Proposal valid if accepted within 30 days.**



# Memorandum

**Subject:** 343 HWY 203 Electric Bid  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Paul Phillips, Public Works Lead

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## **BACKGROUND INFORMATION:**

After the completion of the plumbing the staff would like to proceed forward with electrical. Again administration reached out to three different electrical agencies and received only the attached bid.

## **FINANCIAL IMPACT:**

It would cost the Ranger Station Remodel budget \$9985.

## **RECOMMENDATION:**

Approve the bid from Fox Electric for \$9985.

## **ATTACHED:**

[Bid Proposal - Electric - 343 HWY 203](#)

# Notice

Thank you for choosing to work with Fox Electric LLC. Attached is a bid, notice of right to lien, and a time and material contract (time and material is in case extras are added). Please sign all documents and email back to [foxkatiedj@hotmail.com](mailto:foxkatiedj@hotmail.com).

Thank you!

Fox Electric LLC



**Proposal**

**Fox Electric LLC**

**POBox 2875**

**La Grande, OR 97850**

**CCB # 196174 License # C833 541-910-8673**

**TO: City of Union**

**ATTN: Doug Wiggins, City of Union POB 529, Union OR**

**PROJECT: House rewiring**

**DATE: 5/17/2023**

**LOCATION: Hwy 203, Union OR 97883**

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**Included in the bid:**

1. All wiring done to applicable codes
2. Recessed can lighting or disc lights: 4- kitchen, 4- living room, 2- front entry room, 1- front porch, 1- bathroom shower, 1- hallway.
3. Surface mounted ceiling lights: 1- center of each bedroom (2 total), 1- utility, 1- dining room table
4. Wall lights: 1- bathroom vanity light
5. Exterior wall light: 3 on the back patio
6. Bathroom exhaust fan: There will be a 80cfm with a 5-30 wall switch timer
7. Move the electrical service mast going through the roof, to a new location above where the new panel is to be installed in the utility room. Note: the old hole going through the roof will be repaired by others
8. Range, dishwasher, disposal, micro/hood circuits in the kitchen
9. Up to a 30amp 240volt circuit for power to a mini-split unit on the exterior of the building, near the utility room
10. 3 wall heaters- 1 in each bedroom and one in the bathroom. Each heater will have its own wall thermostat
11. Multi-location switching dining room, sitting room near the entry (3 locations), M. bedroom, hallway, and the living room, back patio lights
12. TV/Phone/internets locations: 1 living room, 1 desk in kitchen, 1 in each bedroom (2 total)
13. The trim will be standard toggle style switches and standard duplex outlets. The trim will be white or ivory in color

**Does not include:**

1. Additions or alterations to the above specifications
  2. Any light fixtures other than can lighting or disc lights listed above
  3. Permit fees if applicable
  4. Any construction, demolition, excavation, or moving of household goods/furniture to install electrical equipment.
  5. CAT tax
-

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum: **\$9985**

**Payments to be made as follows:** Invoicing will go out the end of each month based on the percentage of the job completed and the quantity of materials on site.

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of Acceptance:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

**Proposal void if not accepted within 10 days.**

Signed: \_\_\_\_\_

Fox Electric LLC Representative

NOTICE OF RIGHT TO A LIEN.

FOR THE SAME SERVICE.

Date: \_\_\_\_\_

Owner \_\_\_\_\_

Owner's address \_\_\_\_\_

This is to inform you that **FOX ELECTRIC LLC** has/will begin to provide **LABOR, SERVICES, MATERIALS, AND EQUIPMENT** to property you own. The job location is located at \_\_\_\_\_.

A lien may be claimed for all materials, equipment, labor and services furnished after 8 days and up to 75 days after last day on job.

Even if you or your mortgage lender have made full payment to the contractor who ordered these materials or services, your property may still be subject to a lien unless the supplier providing this notice is paid.

THIS IS NOT A LIEN. It is a notice sent to you for your protection in compliance with the construction lien laws of the State of Oregon.

This notice has been sent to you by:

**FOX ELECTRIC LLC**

**POB 2875, La Grande, OR 97850**

**541-910-7246**

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, FEEL FREE TO CALL US.

Owner's signature \_\_\_\_\_

Under Oregon's laws, those who work on your property or provide labor, equipment, services or materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors, material suppliers, rental equipment suppliers, service providers or laborers or neglects to make other legally required payments, the people who are owed money can look to your property for payment, even if you have paid your contractor in full.

YOURSELF ARE:

- RECOGNIZE that this notice of right to a lien may result in a lien against your property unless all those supplying a notice of right to a lien have been paid.
- LEARN more about the lien laws and the meaning of this notice by contacting the Construction Contractors Board, an attorney or the firm sending this notice.
- ASK for a statement of the labor, equipment, services or materials provided to your property from each party that sends you a notice of right to a lien.
- WHEN PAYING your contractor for materials, equipment, labor or services, you may make checks payable jointly to the contractor and the firm furnishing materials, equipment, labor or services for which you have received a notice of right to a lien.
- OR use one of the methods suggested by the Information Notice to Owners. If you have not received such a notice, contact the Construction Contractors Board.
- GET EVIDENCE that all firms from whom you have received a notice of right to a lien have been paid or have waived the right to claim a lien against your property.
- CONSULT an attorney, a professional escrow company or your mortgage lender.

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1983 c.757 §2; 1987 c.662 §2] [1981 c.757 §5;

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") BETWEEN:

\_\_\_\_\_

("Client")

Mailing address \_\_\_\_\_, Oregon \_\_\_\_\_.

Job Location: \_\_\_\_\_, Oregon \_\_\_\_\_.

- AND -

Fox Electric LLC of POB 2875, La Grande, OR 97850 ("Contractor")

You the Client agree to use the Contractor for electrical services or other services that are agreed upon.

### **Term of Agreement**

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services that Party will be required to provide 10 days' written notice to the other Party. This does not include rescheduling of Services.

### **Compensation**

For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor: Labor- \$90.00 per hour, materials, equipment rental fees, permits, or any other incurred charges unless otherwise agreed upon in writing or a credit on invoice from "Contractor".

Emergency calls are double time.

The Client will be invoiced after work is completed on small jobs and at end of month and/or the end of job for large projects.

Verbal estimates are only estimates. They are not bids. Actual price can vary due to unforeseen obstacles or material prices.

Corporate Activity Tax (CAT Tax) will be added to total of invoice.

Invoices submitted by the Contractor to the Client are due in full by due date on invoice.

### **Penalties for Late Payment**

Any late payments will trigger a fee of 18% apr on the amount still owing.

### **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

IN WITNESS WHEREOF THE Parties have duly affixed their signatures under hand and seal on

This Day \_\_\_\_/\_\_\_\_/\_\_\_\_.

Client \_\_\_\_\_

Fox Electric LLC

Member/Employee \_\_\_\_\_



# Memorandum

**Subject:** Little Creek-College Street Bridge Replacement  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Paul Phillips, Public Works Lead

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## BACKGROUND INFORMATION:

In 2018/2019 ODOT slated to work at replacing this bridge and originally look at some STIP funding to do so. The cost to replace this bridge has substantially increased due to economic pressures, cost of materials, etc. Therefore with the help of ODOT this was converted over to a federal grant and with approval will be awarded to the City of Union for just under \$3,000,000. There is a match of 10.27 percent. This is both a design and construction grant.

## FINANCIAL IMPACT:

The total Project cost is estimated at \$2,990,304.00 which is subject to change. Federal funds for this Project shall be limited to \$ 2,683,199.78 based on the 89.73 percent reimbursement ratio and STIP cycle. The Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match \$307,104.22 for all eligible costs. Prior to beginning the design ODOT would require \$36,213 to begin. Once ready for construction we would be required to front \$270,892. I do plan to apply for the Small City Allotment Grant (SCA) through ODOT for the maximum amount of \$250,000. If awarded, we could not our match down to the difference.

## RECOMMENDATION:

To allow the City Administrator and Mayor to sign for the grant and apply for the SCA grant as a match.

## ATTACHED:

[73000-00036400 LittleCreekBridge Union.Approved FINAL 5-19-23](#)

**ODOT Delivered Federal Project  
On Behalf of City of Union  
Project Name: N. College Street: Little Creek Bridge #61074 (Union County)  
Key Number: 22018**

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and City of UNION, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

### **RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. N. College Street, and Little Creek Bridge (Structure No. 61074) are part of the City Road system under the jurisdiction and control of the Agency (City of Union).
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Infrastructure Investment and Jobs Act (IIJA) funding Program that was signed into law on November 15, 2021. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement on Project Assumption and Program Oversight by and Between Federal Highway Administration, Oregon Division, and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
6. No prior federal funds have been spent on this Project.
7. This bridge is starting to show signs of deterioration. This Agreement is for the design and future construction for the existing N. College Street, Little Creek Bridge (Structure No. 61074), that will be replaced with a new bridge that meets current standards.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

### **TERMS OF AGREEMENT**

Key # 22018



Agency/ODOT  
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1. Under such authority, Agency and State agree to State delivering the design and construction for the Little Creek Bridge on behalf of Agency, hereinafter referred to as "Project." Project will provide engineering design and future replacement of the old bridge with a new structure that meets American Association of State Highway and Transportation Officials (AASHTO) standards. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
  - a. The total Project cost is estimated at \$2,990,304.00 which is subject to change. Federal funds for this Project shall be limited to \$ 2,683,199.78 based on the 89.73 percent reimbursement ratio and STIP cycle. The Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match \$307,104.22 for all eligible costs. Any unused funds obligated to this Project will not be paid out by State and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
  - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
  - c. Federal funds under this Agreement are provided under Title 23, United States Code.
  - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
  - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

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- f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
- 4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
- 5. Termination.
  - a. This Agreement may be terminated by mutual written consent of both Parties.
  - b. State may terminate this Agreement upon 30 days' written notice to Agency.
  - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
    - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
    - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
    - iii. If Agency fails to provide payment of its share of the cost of the Project.
    - iv. If State fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
    - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
  - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 6. **Americans with Disabilities Act Compliance:**
  - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
    - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb

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ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - c. Maintenance obligations in this section shall survive termination of this Agreement.
7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

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8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.

#### 10. Right of Way

ODOT shall acquire all necessary rights of way for the Project according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. The Parties agree to enter into a separate Intergovernmental Agreement for Right of way Services identifying the roles and responsibilities of the Parties for any right of way activities. The State (ODOT) shall purchase the additional right of way in the name of the State (ODOT) and upon completion of the Project transfer by deed the property to Agency (City of Union). ODOT shall provide appropriate recorded deeds and right of way maps to Union County. The conveyance from State to Agency shall be free of costs or fees. Any property being conveyed shall be vested in Agency only so long as used for public transportation purposes. If said property is no longer used for public transportation purposes, it shall automatically revert to State.

11. ODOT as part of this Project, will perform engineering support and review to ensure that federal requirements are met for the Project. This includes work to satisfy requirements for the National Environmental Policy Act (NEPA). ODOT staff charges are estimated to be \$25,000. This cost will be charged to the Project.
12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
13. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
14. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be

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construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

15. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 6.b (ADA maintenance), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
20. State's Contract Administrator for this Agreement is Project Leader, Michelle Owen, 3012 Island Avenue, La Grande, Oregon 97850. Phone: (541) 963-1353, [Michelle.OWEN@odot.oregon.gov](mailto:Michelle.OWEN@odot.oregon.gov) or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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21. Agency's Contract Administrator for this Agreement is City Administrator, Doug Wiggins, City of Union, 342 S. Main St, PO Box 529, Union, Oregon 97883. Phone: (541) 562-5197, [admin@cityofunion.com](mailto:admin@cityofunion.com) or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22018) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

**Signature Page to Follow**

Agency/ODOT  
Agreement No.73000-00036400

**CITY OF UNION**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor  
Date \_\_\_\_\_

By \_\_\_\_\_  
City Administrator  
Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required  
in Agency's process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Doug Wiggins, City Administrator  
City of Union  
342 S. Main St. PO Box 529  
Union, Oregon 97883  
(541) 562-5197  
[admin@cityofunion.com](mailto:admin@cityofunion.com)

**State Contact:**

Michelle Owen, Local Area Liaison  
3012 Island Avenue  
La Grande, Oregon 97850  
(541) 963-1353  
[Michelle.OWEN@odot.oregon.gov](mailto:Michelle.OWEN@odot.oregon.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 5 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Bridge Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 5 Right of Way Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Herbert F. Lovejoy via e-mail  
Assistant Attorney General

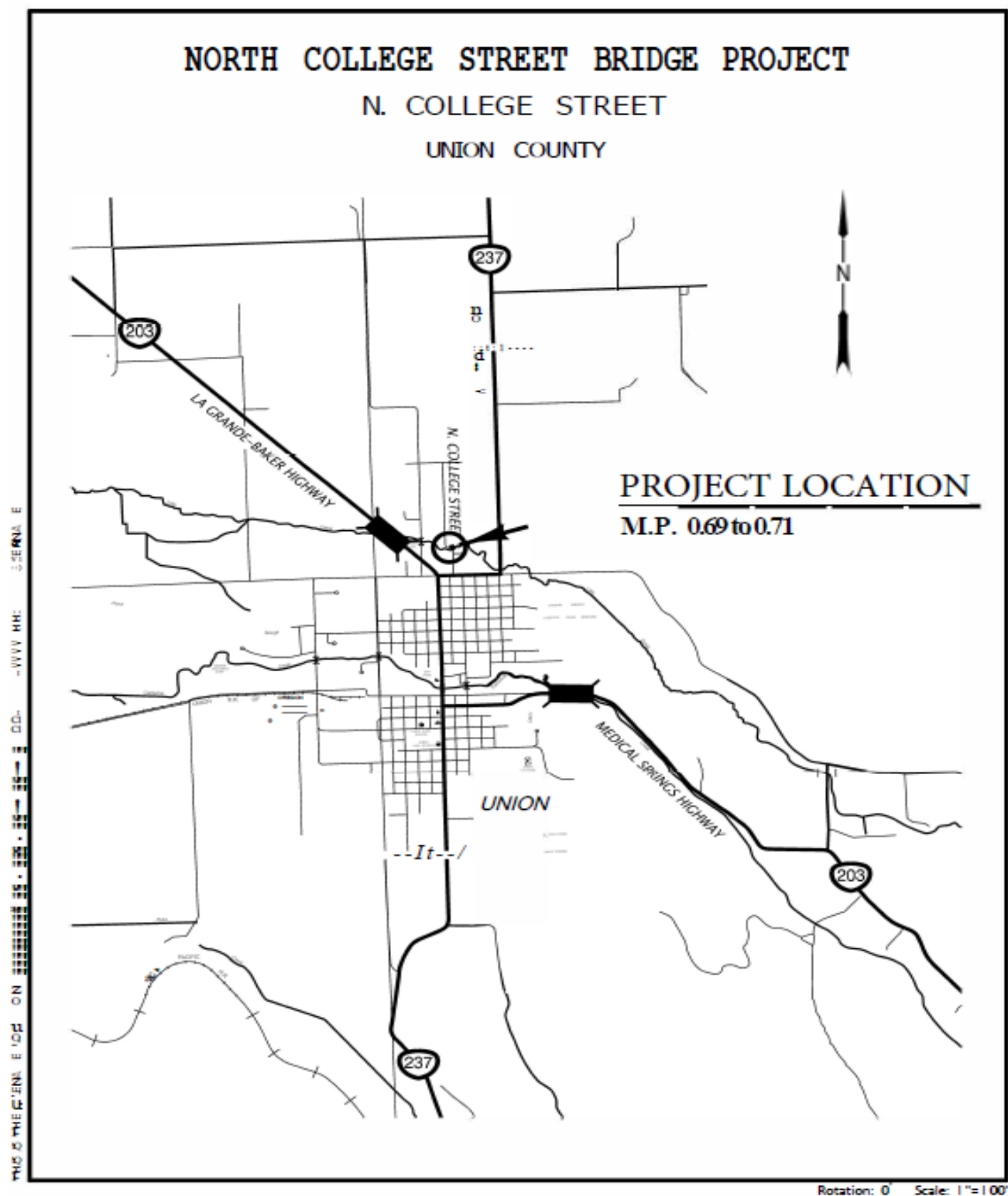
Date May 18, 2023

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## **EXHIBIT A – Project Location Map**

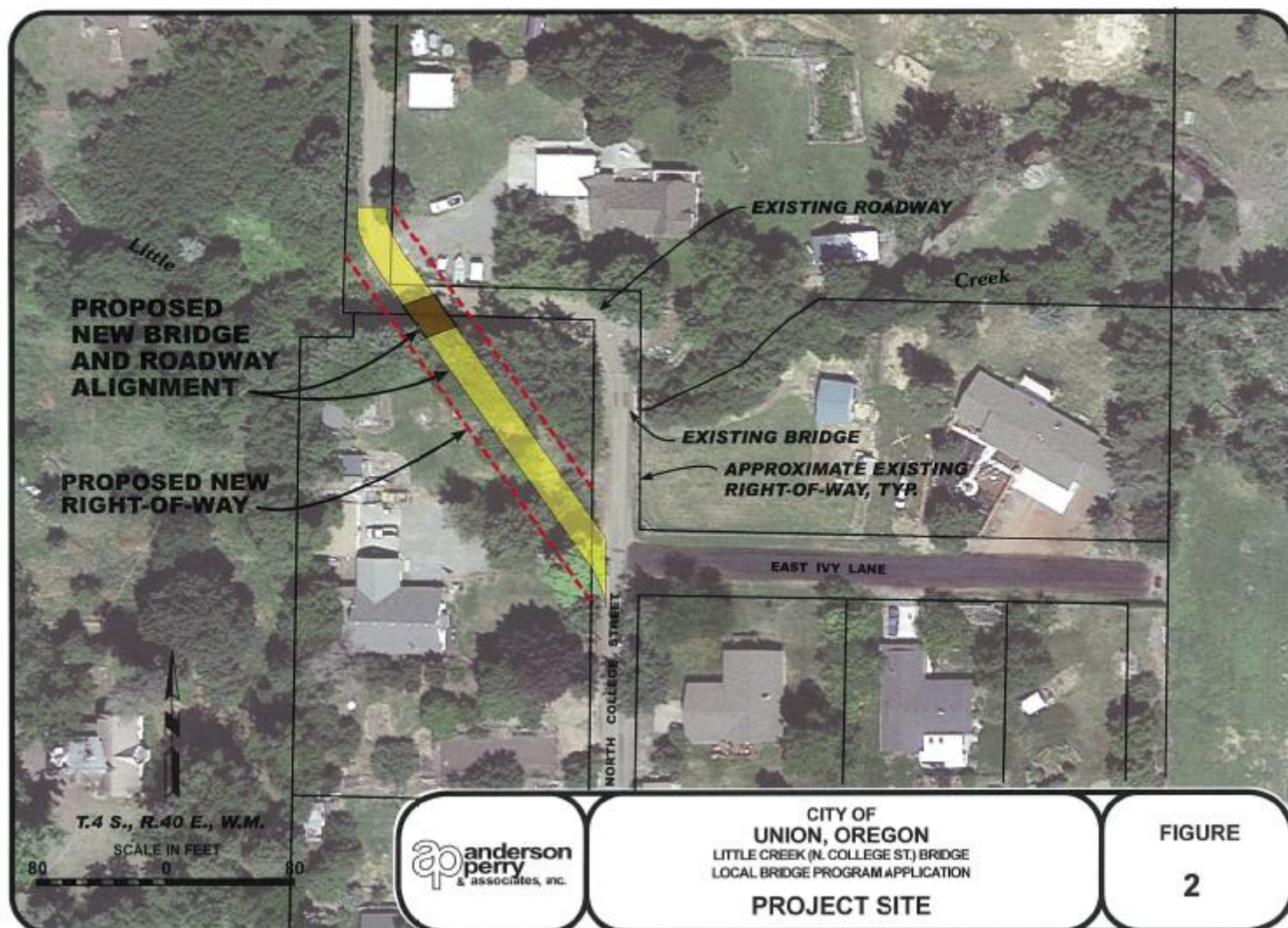


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**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-36400**  
**SPECIAL PROVISIONS**

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1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
  - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
  - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
  - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
  - d. State will notify within ninety (90) days of the issuance of Second Notification pursuant to Oregon Standard Specification 00180.50(g):
    - i. State's Local Agency Bridge Inspection Coordinator Richard.J.King@odot.oregon.gov and bridge@odot.oregon.gov to ensure the initial inspection will be scheduled; and
    - ii. State will schedule an Inspection with the agency, State's Project Manager under this Agreement, and State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.
  - e. State will submit to the agency following documents at Project Completion:
    - i. Bridge Plans
    - ii. As-Constructed Bridge Drawings.
    - iii. Foundation Report.
    - iv. Hydraulic Report including Scour Analysis
    - v. Pile Records and drill logs (if applicable).
    - vi. Final Load Rating with a stamped report.
2. State and Agency agree that the useful life of this Project is defined as seventy-five (75) years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

Agency/ODOT  
Agreement No. 73000-000015058

## ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

### PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications, and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications, and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

### PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.



Agency/State  
Agreement No.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

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- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
  - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

## DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

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meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications, and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.



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### **Disadvantaged Business Enterprises (DBE) Obligations**

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

### **RIGHT OF WAY**

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

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31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23-part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

## **UTILITIES**

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures, and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements, and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

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## **CONTRIBUTION**

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third-Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

## **ALTERNATIVE DISPUTE RESOLUTION**

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **WORKERS' COMPENSATION COVERAGE**

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

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included. State and Agency shall ensure that each of its contractors complies with these requirements.

## **LOBBYING RESTRICTIONS**

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.



# Memorandum

**Subject:** Change Order 1 - WWTP Screen  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Heather Daggett, Wastewater

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## **BACKGROUND INFORMATION:**

When we bid the screen and accepted the bid, we looked at solely an outdoor screen. Staff would like to eventually have a building over the screen, for inclement weather. It makes sense to adjust the concrete on the poor to include footings and stem walls for an eventual building at a later date.

## **FINANCIAL IMPACT:**

This change order would add \$57,000 to the bid, taking the accepted bid from \$426,070 to \$483,070. This will make the WWTP reserve budget tight for the coming year, but can be accomplished.

## **RECOMMENDATION:**

To accept the Change Order and allow the Mayor and City Administrator to sign for the additional expense.

## **ATTACHED:**

[Change Order 1 - Screen](#)

## CHANGE ORDER

Change Order No.: 1

Date of Issuance: **May 18, 2023**  
 Owner: **City of Union, Oregon**  
 Contractor: **Michael A. Becker General Contractor, Inc.**  
 Engineer: **Anderson Perry & Associates, Inc.**  
 Project: **Headworks Screen Improvements - 2022**

The Contract is modified as follows upon execution of this Change Order:

Description of Changes (Supplemental description, Plans and Specifications attached, as applicable)		DECREASE in Contract Price	INCREASE in Contract Price
1.1	Addition of foundation, floor slab, stairs, etc., as required to allow for easier addition of a headworks building at a later date.		\$57,000.00
1.2	Addition of a manhole structure east of the new headworks.		\$2,900.00
1.3	Removal of the fire hydrant relocation.	(\$2,900.00)	
Subtotal		(\$2,900.00)	\$59,900.00
Net Change in Contract Price for this Change Order		\$57,000.00	

**JUSTIFICATION:**

- 1.1 A headworks building is eventually desired to provide better protection for employees and equipment. It will be substantially more cost-effective to prepare the foundation and concrete work now so the rest of the building can easily be added at a later date.
- 1.2, 1.3 The addition of the manhole east of the channel will improve maintenance operations, allowing the Owner to more easily control flows from the 8-inch gravity sewer. Due to site conditions, it will be relatively easier for the Owner to relocate the hydrant in exchange for this additional manhole.

The amount of the Contract will be (~~Decreased~~) **Increased** (~~Unchanged~~) for this Change Order by the sum of:

\$57,000.00

Total Contract Price prior to this Change Order:

\$426,070.00

The Contract Price incorporating this Change Order:

\$483,070.00

Contract Times prior to this Change Order:

Date of Substantial Completion:

October 14, 2023

Date Ready for Final Payment:

November 13, 2023

The Contract period provided for Substantial Completion will be (~~Increased~~) (~~Decreased~~) **Unchanged**.

0 days

Revised Date of Substantial Completion:

Revised Date Ready for Final Payment:

RECOMMENDED:

By:   
Engineer (If required)

Title: PROJECT ENGINEER

Date: 5/29/2023

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:

By:   
Contractor (Authorized Signature)

Title: Project Manager

Date: 5/30/23

**CHANGE PROPOSAL**

(To Be Completed by the Contractor When Requesting a Change Order [see 11.06 of the General Conditions])

**Project:** City of Union, Oregon - Headworks Screen Improvements - 2022**Proposed Change Order No.:** 1**Date:** May 17, 2023**By:** \_\_\_\_\_  
Contractor (Authorized Signature)**Title:** \_\_\_\_\_**Date received by Engineer:** May 17, 2023**Received by:** \_\_\_\_\_

(Print Name)

**Change Order Description:** The addition of foundation, floor slab, stairs, etc. as required to allow for easier  
addition of a headworks building at a later date. The addition of a manhole east of the headworks channel on the  
8-inch gravity sewer. The removal of the fire hydrant relocation.**Justification:** (Provide detailed description):A headworks building is eventually desired to provide better protection for employees and equipment. It will be  
substantially more cost effective to prepare the foundation and concrete work now so that the rest of the building  
can easily be added at a later date. The additional manhole will allow the Owner to more easily regulate flow from  
the 8-inch sewer. Site conditions show the exiting hydrant to require farther relocation. The Owner can more easily  
relocate the hydrant in exchange for the additional manhole.**Labor:** (Provide detailed breakdown of all labor cost, i.e., hours, rates, and classification):Subtotal Labor: \$ 16,699.2915.00%Markup Labor: \$ 2,504.89**Equipment:** (Provide detailed breakdown of all equipment cost, i.e., hours, rates, and classification):Subtotal Equipment: \$ 2,926.7915.00%Markup Equipment: \$ 439.02



**Materials:** (Provide detailed breakdown of all materials associated with this Change Order):

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Subtotal Materials: \$ 15,878.58

15.00%

Markup Materials: \$ 2,381.79

**Subcontract Cost:** (Attach this form for all subcontract work associated with this Change Order Item):

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Subtotal Subcontract Cost: \$ 6,702.00

5.00%

Markup Subcontract: \$ 335.10

**Other:** (Provide detailed description):

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Subtotal Other: \$ 8,016.93

13.92%

Profit Other: \$ 1,115.61

**TOTAL ESTIMATED COST OF PROPOSED CHANGE ORDER:** \$ 57,000.00

**UNIT PRICE (If applicable):** \_\_\_\_\_

**Proposed Contract Time Change Associated with this Change Order:**

0 Days. (Provide Justification and Description):

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# Memorandum

**Subject:** Amendment to Ordinance 461  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Doug Wiggins,

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## **BACKGROUND INFORMATION:**

The Council Ordinance Committee had found an Ordinance that was out dated and ruled to be unconstitutional by the Oregon Supreme court. Therefore the committee is placing the attached ordinance before the council to repeal.

## **RECOMMENDATION:**

To adopt ordinance 570 on first reading.

## **ATTACHED:**

[Ordinance 570 Amending Ord 461](#)

CITY OF UNION  
STATE OF OREGON

In the Matter of an Ordinance

Amending Ordinance 461

Repeal of Section 46 (City Codified Code: 131.065),

ORDINANCE NO. 570

**WHEREAS**, the City of Union passed Ordinance 461 on June 8, 1998; and,

**WHEREAS**, the governing body for the City of Union learned in 1981 the Oregon State of Appeals (Oregon State v. Tusek) was deemed unconstitutional; and,

**WHEREAS**, the wording of Section 46 of Ordinance 461 had similar language to the above referenced case; and,

**WHEREAS**, the said language is encapsulated in the City of Union codified code 131.065.

**NOW THEREFORE BE IT RESOLVED**, the governing body for the City of Union amends Ordinance 461 as follows:

1. Ordinance 461, Section 46: is repealed.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Dated the \_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF UNION, CITY COUNCIL

Attest:

\_\_\_\_\_  
Mayor, Susan Hawkins

\_\_\_\_\_  
Administrator, Doug Wiggins



# MINUTES

## City Council Meeting

7:00 PM - Monday, May 8, 2023

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 May 8, 2023, at 7:00 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, Tim Cox, Anita Boyer-Davis, Dick Middleton, John Black, and Jay Blackburn

**EXCUSED:**

### 2. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:

### 3. OLD BUSINESS:

### 4. NEW BUSINESS:

- a) Resolution 2023-07 Annexation of City Fire/EMS to Rural placed on Ballot

The public hearing opened at 7:01 p.m.

Don George Dewey Lane said I am a EMT, I am not representing the department. This is my second time on the department. I have been back for 18 months now. I have experienced the frustration of working with two departments. It is difficult to determine which department an issue falls on. There is no reason for two departments. We use the equipment for both departments. I hear concerns about the taxes, the taxes will go up and it will be used more efficiently. I don't see any other choice that makes better sense.

Nathan Jacob N College said I have lived here all my life. I totally support this merger. This department needs to build back up again. I believe this will benefit everyone even though taxes will go up.

Casey George Beakman Street said I am currently the city fire chief. We have tried multiple times to get this done and I know taxes will go up. It is frustrating to figure out who is paying what bill. The fee for fire and EMS hasn't been

raised in 10 years and it will need to be raised to keep going. We are struggling to keep going.

Sam Baker High Valley Road said I am on the rural board, this is the closest we have gotten to getting this complete. This will unify us and bring more volunteers. There are a lot of duplicates. This is no brainer and it should be done.

The public hearing closed at 7:10 p.m.

Resolution 2023-07

CA Wiggins read the resolution for the record.

Councilor Blackburn discussed the tax rate with staff. Councilor Cox also discussed the current fee and the tax rate.

John Farmer made a motion to approve resolution 20-23-07. Tim Cox seconded the motion. Carried unanimously.

b) 343 HWY 203 Ranger Station

CA Wiggins said we have two bids to work on the middle unit at the ranger station. This is to prepare it for plumbing, electrical, and insulation.

Councilor Anita Boyer-Davis made a motion to accept the lowest responsible bidder of True Construction for the 343 HWY 203 remodel. Tim Cox seconded the motion. Carried unanimously.

c) Garage Siding at Ranger Station

Mayor Hawkins discussed the other project at the ranger station.

Councilor John Black made a motion to accept the only bid received of \$6800 from Big Red's Handyman Service. Councilor Anita Boyer-Davis seconded the motion. Carried unanimously.

d) Resolution 2023-06 Ranger Station Adjustment FY 22-23

Mayor Hawkins explained this resolution. CA Wiggins said the budget committee met and recommended to approve the change to this budget.

Councilor Cox read the resolution for the record.

Councilor Jay Blackburn made a motion to accept the changes as presented to the FY 22-23 Ranger Station Budget. Councilor Dick Middleton seconded the motion. Carried unanimously.

e) Little Creek RV plan adjustments

Mayor Hawkins discussed the proposed plan. Councilor Blackburn asked about the ranger station history and deed. CA Wiggins answered it must stay public use and restoration of the historic looks must continue. Council and staff discussed the ranger station. They also discussed the property being self-sustaining, and competing with other entities within the city, and if there is a deadline on making a decision.

CA Wiggins discussed the competition with other businesses and laws that must be followed and that this was intended to bring people to our city. He also discussed how this project would be funded.

Councilor Anita Boyer-Davis made a motion to accept the rendering and proceed to planning. Councilor John Black seconded the motion. Carried 4-1 (opposed: Councilor Jay Blackburn).

**5. CONSENT AGENDA:**

**5.1. BUSINESS/SPECIAL MEETING MINUTES**

5.1.1. April 10, 2023 - Business Meeting

**5.2. WORK SESSION MINUTES**

5.2.1. April 10, 2023 - Work Session

**5.3. INFORMATION REPORTS**

5.3.1. Office Manager Monthly Report

5.3.2. Library Monthly Report

5.3.3. Ordinance Officer Monthly Report

5.3.4. Fire/EMS Monthly Report

**RES-6-2023**

Tim Cox made a motion to accept the consent agenda as presented. Councilor Dick Middleton seconded the motion. Carried unanimously.

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

Councilor Cox said we have gotten back 395 surveys on the parks. We still have more surveys to enter. An architect will create a master plan for our park. This will help us get grants to make improvements.

Councilor Middleton said tonight we have a meeting with the sheriff to discuss his contract.

CA Wiggins said there is an open house for fire and EMS on May 13, 2023, from 10 a.m. to 2 p.m. I wanted to thank everyone for a successful clean-up day this past weekend. 90 vehicles came through.

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

a) Admin Monthly Report

b) Public Works Monthly Report

c) Wastewater Monthly Report

**8. PUBLIC COMMENT**

Ryan Houston Delta said I have really bad neighbors and crime is getting bad. What are we going to do about it. Mayor Hawkins discussed the sheriff's report with Mr. Houston.

**9. UPCOMING MEETINGS AND SUGGESTIONS:**

- a) May 22nd @ 6pm - Work Session
- b) June 12th @ 6pm - Work Session
- c) June 12th @ 7pm - Council Meeting

**10. ADJOURNMENT:**

This meeting adjourned at 7:55 p.m.

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Mayor

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City Administrator



# MINUTES

## Council Work Session Meeting

6:00 PM - Monday, May 8, 2023

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

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### 1. CALL TO ORDER AND ROLL CALL:

The City Council of the City of Union was called to order on May 8, 2023, 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, Tim Cox, Councilor Anita Boyer-Davis, Councilor Dick Middleton, Councilor John Black, and Councilor Jay Blackburn

**EXCUSED:**

### 2. PRESENTATIONS:

#### a) Sheriff's Report

Deputy Johnson said spring looks like it is finally here. We as a county will be patrolling for ATV use more until the end of June. I have been helping with the school's officer program. There has been a lot of juvenile runaway issues I have dealt with. I had a case for trespass and that person was arrested. I am still working on the local break ins and vandalism. I went to a SWAT training as well. I will work on patrolling the park when school gets done as well.

Mayor Hawkins said the Union Clinic also had damage done. Deputy Johnson said I didn't know that, I will look into it.

Councilor Middleton asked when did you last talk to the owner's of Brewski's. Deputy Johnson answered it is not my case. Councilor Middleton asked about the report. Deputy Johnson answered that it might be a typo, but it is about the break ins and vandalism. Councilor Middleton asked about a vehicle removal. Deputy Johnson answered that I did help with that. They also discussed other vehicles that were tagged for removal.

### 3. UPCOMING BUSINESS DISCUSSIONS:

#### a) Little Creek RV Park



CA Wiggins said you will be looking at drawings on the RV park tonight. We have to make a decision and move forward or not. Councilor Boyer-Davis and CA Wiggins discussed the possibility of other RV parks. Councilor Middleton also commented on the possibility of other parks as well. Council and staff then discussed the length of RV that will work on these proposed drawings, parking spaces, and the different options available tonight on making a decision.

b) Ranger Station Budget

CA Wiggins said you are looking at the recommendation from the budget committee to move the funds from the budget hearings.

c) Fire/EMS Annexation

CA Wiggins said we have a public hearing tonight on this during the business meeting. This is our resolution to put it on the ballot for August 22, 2023. Councilor Cox asked if the public has been asking about this. CA Wiggins answered yes, there has been some questions I did my best to answer. Councilor Middleton said this wasn't posted in the post office, I know they got a mailer about the public hearing. They weren't there Friday either. CA Wiggins said I will check we keep a log on that. Councilor Blackburn asked about the reader board. CA Wiggins said we gave the information for them to be able to do so.

d) Ranger Station Garage Bid

CA Wiggins said we have one bids for the garage at the ranger station to move the door, frame the window, and side the garage. Council and staff discussed a timeline for completion and getting it all cleaned out. Staff and Council also discussed how long the bid is valid for.

e) 343 Hwy 203 Ranger Station Home Bid

Council and staff discussed the bids on the other project at the ranger station. CA Wiggins explained the differences between the bids.

#### 4. COMMITTEE DISCUSSIONS:

a) Park/Trails Update

Councilor Cox said 395 surveys have been turned in and we will be over 400 after I enter more surveys. I think we will be good to start pursuing grants. There is another meeting on Thursday at 7:00 p.m. On the trails update I looked up the parcels on one trail. CA Wiggins said the golf course is okay with a trail. We will have to talk to the county commissioners about this.

b) Fire/EMS Update

Councilor Cox said we had a meeting with rural fire and they are moving forward with trying to contract for a chief and bookkeeper. We are still working on the annexation. Mayor Hawkins said we want to mention there is going to

be an open house of some kind to encourage getting more volunteers. It is May 13, 2023, starting at 10:00 a.m. and going until 2:00 p.m.

Councilor Boyer-Davis asked about promoting for volunteers. Mayor Hawkins discussed the volunteers and what they currently deal with. Council continued to discuss the issues getting volunteers.

c) Law Enforcement Update

Councilor Middleton and staff discussed a meeting with Sheriff Bowen.

**5. ORDINANCE/CHARTER REVIEW:**

a) Ordinance 131.065 Update

CA Wiggins said I have to get this put together to get this ordinance repealed.

**6. OTHER:**

**7. ADJOURNMENT:**

This meeting adjourned at 6:38 p.m.

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Mayor

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City Administrator



# Memorandum

**Subject:** Office Manager Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Laura Dodds, Office Manager

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**ATTACHED:**

[AP's May 2023](#)

[Expenses May 2023](#)

[Office Manager Report-May 2023](#)

[Revenues May 2023](#)

**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
21	Admiral Beverage Northwest, 2404 H Ave, La Grande, OR, 97850	4606000149	05/09/23	water dispenser services	05/12/23	\$13.00	\$13.00	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
							<u>\$13.00</u>				
150	Badger Meter, Box 88223, Milwaukee, WI, 53288-0223	80125153	05/09/23	meter service program	05/12/23	\$29.22	\$29.22	200-200-5203800	IT/Computer/Software	\$12,500.00	\$5,524.45
						\$29.22	\$29.22	300-300-5203800	IT/Computer/Software	\$8,500.00	\$496.03
							<u>\$58.44</u>				
367	Big Red's Handyman & Construction LLC, PO Box 482, Union, OR, 97883	49	05/09/23	ranger station proj	05/12/23	\$3,400.00	\$3,400.00	115-000-5403203	Land/Buildings	\$506,150.00	\$398,619.62
							<u>\$3,400.00</u>				
74	Bound Tree, 23537 Network Place, Chicago, IL, 60673	84945464	05/09/23	ambulance supplies	05/12/23	\$852.57	\$852.57	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$1,269.20
							<u>\$852.57</u>				
6	Charter Communications, PO Box 7173, Pasadena, CA, 91109-7173	Apr '23	05/09/23	city hall phone	05/12/23	\$32.03	\$32.03	100-110-5202570	Telephone/Cell	\$750.00	\$425.39
						\$33.69	\$33.69	200-200-5202570	Telephone/Cell	\$5,750.00	\$1,008.86
						\$57.00	\$57.00	200-200-5202570	Telephone/Cell	\$5,750.00	\$1,008.86
						\$104.99	\$104.99	300-300-5203800	IT/Computer/Software	\$8,500.00	\$496.03
						\$57.01	\$57.01	500-500-5202570	Telephone/Cell	\$600.00	\$142.11
						\$86.52	\$86.52	600-600-5202570	Telephone/Cell	\$1,200.00	\$330.08
						\$79.99	\$79.99	600-600-5203800	IT/Computer/Software	\$3,000.00	\$959.44
							<u>\$451.23</u>				
196	CNA Surety, PO Box 957312, St. Louis, MO, 63195-7312	FY 23/24	05/09/23	bond insurance fee	05/12/23	\$100.00	\$100.00	100-110-5202600	Dues/License/Certs	\$3,250.00	\$735.84
							<u>\$100.00</u>				
8	D & B Supply, 3303 E. Linden, Caldwell, ID, 83605-6077	38115	05/09/23	park supplies	05/12/23	\$267.97	\$267.97	100-130-5202880	Equipment Repair/Maint	\$1,000.00	\$30.78
							<u>\$267.97</u>				
427	Davenport, Chelsea Lyn, PO Box 946, Union, OR, 97883	23-004	05/09/23	April management contract services	05/12/23	\$840.43	\$840.43	800-800-5202190	Contract Services	\$0.00	(\$5,341.86)
							<u>\$840.43</u>				
115	Eagle Carriage & Machine, 62500 Commerce Rd, La Grande, OR, 97850	83900	05/09/23	facility upgrades/RBC	05/12/23	\$22,080.87	\$22,080.87	310-000-5404550	Treatment Facility Improv	\$547,400.00	\$288,612.36
							<u>\$22,080.87</u>				
405	EO Media Group, PO Box 6020, Bend, OR, 97708	EO48973	05/09/23	budget hearing advertising	05/12/23	\$9.10	\$9.10	100-110-5202727	Advertising/Publishing	\$1,300.00	\$740.14



## 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
		EO48973	05/09/23	budget hearing advertising	05/12/23	\$13.65	\$13.65	200-200-5202727	Advertising/Publishing	\$500.00	(\$33.63)
		EO48973	05/09/23	budget hearing advertising	05/12/23	\$13.65	\$13.65	300-300-5202727	Advertising/Publishing	\$1,000.00	\$466.37
		EO48973	05/09/23	budget hearing advertising	05/12/23	\$4.55	\$4.55	600-600-5202727	Advertising/Publishing	\$100.00	\$10.75
		EO48973	05/09/23	budget hearing advertising	05/12/23	\$4.55	\$4.55	800-800-5202727	Advertising/Publishing	\$0.00	\$0.00
							<b>\$45.50</b>				
200	EORS/NWCS, 2007 Adams Ave, La Grande, OR,	360742-1	05/09/23	locating marking paint/box beam spirit level	05/12/23	\$264.64	\$264.64	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$29,690.72
							<b>\$264.64</b>				
34	Fastenal, PO Box 1286, Winona, MN, 55987	ORLAG136488	05/09/23	water dept supplies	05/12/23	\$175.92	\$175.92	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$29,690.72
							<b>\$175.92</b>				
443	George, Don, PO Box 953, Union, OR,	April reimb 2023	05/09/23	EMT training	05/12/23	\$1,739.92	\$1,739.92	700-720-5202010	Travel/Training	\$2,000.00	(\$753.57)
							<b>\$1,739.92</b>				
104	H.D. Fowler, PO Box 84368, Seattle, WA, 98124	O7729483	05/09/23	water dept supplies/hydrant repair	05/24/23	\$262.90	\$262.90	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$29,690.72
							<b>\$262.90</b>				
10	Hometown Hardware, PO Box 1024, Union, OR, 97883										
58658	05/09/23 park supplies				05/12/23	\$0.40	\$0.40	100-130-5202181	Supplies (Janitorial & Op	\$3,500.00	\$1,547.52
58723	05/09/23 public works shop supplies				05/12/23	\$68.40	\$68.40	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$29,690.72
58696	05/09/23 treatment plant supplies				05/12/23	\$43.00	\$43.00	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
58628	05/09/23 library supplies				05/12/23	\$14.00	\$14.00	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$3,864.99
58657	05/09/23 fire dept supplies				05/12/23	\$38.90	\$38.90	700-710-5202181	Supplies (Janitorial & Op	\$5,000.00	\$192.87
58695	05/09/23 ranger station supplies				05/12/23	\$15.95	\$15.95	800-800-5202181	Supplies (Janitorial & Op	\$3,000.00	\$931.03
							<b>\$180.65</b>				
11	KIE Supply, 113 E. Columbia Dr, Kennewick, WA, 99336										
4118504	05/09/23 park restroom repair/toilet				05/12/23	\$334.26	\$334.26	100-130-5202800	Improvements	\$3,000.00	\$3,000.00
4119637	05/09/23 sewer service supplies				05/12/23	\$811.33	\$811.33	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
4119642	05/09/23 sewer service supplies/credit memo				05/12/23	(\$486.80)	(\$486.80)	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
4119643	05/09/23 sewer service supplies				05/12/23	\$347.71	\$347.71	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
							<b>\$1,006.50</b>				
458	Michael Becker General Contractor Inc., PO Box 1159, Union, OR, 97883	32201-29	05/09/23	street repairs	05/12/23	\$5,736.58	\$5,736.58	500-500-5205000	Street Repairs	\$23,400.00	\$20,376.00
							<b>\$5,736.58</b>				
14	Miller's Homecenter & Lumber, 3109 May Lane, La Grande, OR, 97850	15947	05/09/23	park bathroom door repair	05/12/23	\$128.94	\$128.94	100-130-5202820	Maintenance (Building &	\$2,000.00	\$768.77
15999	05/09/23 park bathroom repair/credit memo				05/12/23	(\$64.47)	(\$64.47)	100-130-5202820	Maintenance (Building &	\$2,000.00	\$768.77

# 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
		17955	05/09/23	ranger station project	05/12/23	\$2,337.37	\$2,337.37	115-000-5403203	Land/Buildings	\$506,150.00	\$398,619.62
341		IN870744	05/09/23	Municipal Emergency Services, 75 Remittance Drive Suite 3135, Chicago, IL, 60675	05/12/23	\$77.22	\$2,401.84	700-710-5202181	Supplies (Janitorial & Op	\$5,000.00	\$192.87
				name patch for turnout coat			\$77.22				
16		37613756	05/09/23	Norco, Inc, PO Box 35144, Seattle, WA, 98124-5144	05/12/23	\$73.80	\$73.80	300-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$1,269.20
				ambulance supplies			\$73.80				
18		3040501	05/09/23	One Call Concepts, 7223 Parkway Drive, Ste 210, Hanover, MD, 21076	05/12/23	\$36.40	\$36.40	200-200-5202190	Contract Services	\$5,000.00	\$724.15
		3040501	05/09/23	water/sewer locates	05/12/23	\$36.40	\$36.40	300-300-5202190	Contract Services	\$7,000.00	\$2,217.44
				water/sewer locates			\$72.80				
17		May '23	05/09/23	O'Reilly Enterprises, PO Box 248, Cove, OR, 97824	05/12/23	\$203.32	\$203.32	100-110-5203800	IT/Computer/Software	\$7,000.00	\$799.14
		May '23	05/09/23	IT services	05/12/23	\$10.00	\$10.00	100-140-5203800	IT/Computer/Software	\$250.00	\$42.72
		627	05/09/23	phone system proj	05/12/23	\$833.69	\$833.69	115-000-5403700	City Hall Improvements	\$20,000.00	\$2,091.78
		May '23	05/09/23	IT services	05/12/23	\$223.34	\$223.34	200-200-5203800	IT/Computer/Software	\$12,500.00	\$5,524.45
		May '23	05/09/23	IT services	05/12/23	\$223.34	\$223.34	300-300-5203800	IT/Computer/Software	\$8,500.00	\$496.03
		May '23	05/09/23	IT services	05/12/23	\$55.00	\$55.00	500-500-5203800	IT/Computer/Software	\$1,500.00	\$347.83
		May '23	05/09/23	IT services	05/12/23	\$55.00	\$55.00	600-600-5203800	IT/Computer/Software	\$3,000.00	\$959.44
		May '23	05/09/23	IT services	05/12/23	\$10.00	\$10.00	700-710-5203800	IT/Computer/Software	\$400.00	\$114.25
		May '23	05/09/23	IT services	05/12/23	\$10.00	\$10.00	700-720-5203800	IT/Computer/Software	\$500.00	(\$2.77)
		May '23	05/09/23	IT services	05/12/23	\$10.00	\$10.00	800-800-5203800	IT/Computer/Software	\$350.00	\$52.03
							\$1,633.69				
20		31780556	05/09/23	Oxarc, PO Box 2605, Spokane, WA, 99220-2605	05/12/23	\$1,525.49	\$1,525.49	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
		31795391	05/09/23	treatment plant operating supplies	05/12/23	\$1,425.49	\$1,425.49	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
				treatment plant operating supplies			\$2,950.98				
22		32044851	05/09/23	Quill Corporation, PO Box 37600, Philadelphia, PA, 19101-0600	05/12/23	\$9.18	\$9.18	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,102.03
		32047272	05/09/23	copy paper	05/12/23	\$28.78	\$28.78	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,102.03
		32044851	05/09/23	copy paper	05/12/23	\$9.20	\$9.20	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$29,690.72
		32047272	05/09/23	copy paper	05/12/23	\$7.20	\$7.20	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$29,690.72
		32044851	05/09/23	copy paper	05/12/23	\$9.20	\$9.20	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
		32047272	05/09/23	copy paper	05/12/23	\$7.20	\$7.20	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90
217				Ridley Pest Control, PO Box 2795, La Grande, OR, 97850	05/12/23	\$70.76	\$70.76	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	\$3,567.90

# Council Approval Report

(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		2191	05/09/23	grounds maint/gravel lot/parking lot	05/12/23	\$498.75	\$498.75	200-200-5202820	Maintenance (Building & Maintenance)	\$4,000.00	\$3,554.71
		2191	05/09/23	grounds maint/gravel lot/parking lot	05/12/23	\$498.75	\$498.75	300-300-5202820	Maintenance (Building & Maintenance)	\$4,000.00	\$3,501.85
		2191	05/09/23	grounds maint/treatment plant	05/12/23	\$522.50	\$522.50	300-300-5202820	Maintenance (Building & Maintenance)	\$4,000.00	\$3,501.85
		2191	05/09/23	grounds maint/ranger station	05/12/23	\$997.50	\$997.50	800-800-5202820	Maintenance (Building & Maintenance)	\$2,000.00	\$382.63
		96					<b>\$2,517.50</b>				
		987077		Royal Rock, PO Box 116, Cove, OR, 97824							
			05/09/23	gravel/stock supply	05/12/23	\$1,640.79	\$1,640.79	500-500-5202181	Supplies (Janitorial & Op)	\$6,000.00	\$1,441.61
		297					<b>\$1,640.79</b>				
				T-Mobile, PO Box 742596, Cincinnati, OH, 45274-2596							
		Apr '23	05/09/23	mobile internet	05/12/23	\$17.56	\$17.56	200-200-5203800	IT/Computer/Software	\$12,500.00	\$5,524.45
		Apr '23	05/09/23	mobile internet	05/12/23	\$17.56	\$17.56	300-300-5203800	IT/Computer/Software	\$8,500.00	\$496.03
		Apr '23	05/09/23	mobile internet	05/12/23	\$8.78	\$8.78	700-720-5203800	IT/Computer/Software	\$500.00	(\$2.77)
		457					<b>\$43.90</b>				
				Union High School, PO Box K, Union, OR, 97883							
		May '23	05/09/23	volunteer recruit banner	05/12/23	\$77.00	\$77.00	700-710-5202727	Advertising/Publishing	\$150.00	\$150.00
		84					<b>\$77.00</b>				
				Union Market, PO Box 886, Acct #2014, Union, OR, 97883							
		Apr '23	05/09/23	supplies/janitorial/water testing	05/12/23	\$52.79	\$52.79	200-200-5202181	Supplies (Janitorial & Op)	\$40,000.00	\$29,690.72
		Apr '23	05/09/23	supplies/water/trash bags	05/12/23	\$12.48	\$12.48	100-110-5202181	Supplies (Janitorial & Op)	\$6,000.00	\$3,102.03
		Apr '23	05/09/23	supplies/janitorial/library programs	05/12/23	\$28.19	\$28.19	600-600-5202181	Supplies (Janitorial & Op)	\$5,500.00	\$3,864.99
		26					<b>\$93.46</b>				
				US Cellular, Dept. 0205, Palatine, IL, 60055-0205							
		Apr '23	05/09/23	on call phone	05/12/23	\$26.83	\$26.83	200-200-5202570	Telephone/Cell	\$5,750.00	\$1,008.86
		Apr '23	05/09/23	on call phone	05/12/23	\$26.83	\$26.83	300-300-5202570	Telephone/Cell	\$3,000.00	\$531.37
		Apr '23	05/09/23	ambulance phone	05/12/23	\$53.29	\$53.29	700-720-5202570	Telephone/Cell	\$800.00	\$117.46
		70					<b>\$106.95</b>				
				Waste Pro, 3412 Hwy 30, La Grande, OR, 97850							
		3908974	05/09/23	shredding	05/12/23	\$16.74	\$16.74	100-110-5202190	Contract Services	\$7,000.00	\$3,197.92
		3908974	05/09/23	shredding	05/12/23	\$16.74	\$16.74	200-200-5202190	Contract Services	\$5,000.00	\$724.15
		3908974	05/09/23	shredding	05/12/23	\$16.74	\$16.74	800-300-5202190	Contract Services	\$7,000.00	\$2,217.44
		1					<b>\$50.22</b>				
				Wex Bank, PO Box 6293, Carol Stream, IL, 60197-6293							
		Apr '23	05/09/23	parks dept fuel	05/12/23	\$130.50	\$130.50	100-130-5202490	Fuel	\$2,000.00	\$779.64
		Apr '23	05/09/23	public works fuel	05/12/23	\$281.99	\$281.99	200-200-5202490	Fuel	\$5,000.00	\$1,161.23
		Apr '23	05/09/23	prompt pay credit	05/12/23	(\$0.30)	(\$0.30)	200-200-5202490	Fuel	\$5,000.00	\$1,161.23
		Apr '23	05/09/23	prompt pay credit	05/12/23	(\$0.30)	(\$0.30)	300-300-5202490	Fuel	\$4,000.00	\$2,085.55
		Apr '23	05/09/23	sewer dept fuel	05/12/23	\$88.51	\$88.51	300-300-5202490	Fuel	\$4,000.00	\$2,085.55

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
Apr '23	05/09/23	streets dept fuel	05/12/23	\$88.65	\$88.65	500-500-5202490	Fuel	\$3,500.00	\$1,214.74
Apr '23	05/09/23	ambulance fuel	05/12/23	\$110.70	\$110.70	700-720-5202490	Fuel	\$3,250.00	\$769.88
Apr '23	05/09/23	prompt pay credit	05/12/23	(\$0.23)	(\$0.23)	700-720-5202490	Fuel	\$3,250.00	\$769.88
					\$699.52				
					\$49,987.55				

Total Bills To Pay:

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 10 day of May, 2023

Council Member

Council Member

City Administrator

**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
3	May '23	Allstream, PO Box 734521, Chicago, IL, 60673-4521									
		05/23/23	city well	05/31/23	\$99.73	\$99.73	200-200-5202570	Telephone/Cell	\$5,750.00	\$891.34	
		05/23/23	treatment plant	05/31/23	\$98.05	\$98.05	300-300-5202570	Telephone/Cell	\$3,000.00	\$504.54	
<b>\$197.78</b>											
30	22877	American Legal Publishing Corp, 525 Vine Street, Ste 310, Cincinnati, OH, 45202									
		05/23/23	ordinance/code/supplements publishing	05/31/23	\$67.66	\$67.66	100-110-5202727	Advertising/Publishing	\$1,300.00	\$731.04	
		05/23/23	ordinance/code/supplements publishing	05/31/23	\$67.67	\$67.67	200-200-5202727	Advertising/Publishing	\$500.00	(\$47.28)	
		05/23/23	ordinance/code/supplements publishing	05/31/23	\$67.67	\$67.67	300-300-5202727	Advertising/Publishing	\$1,000.00	\$452.72	
<b>\$203.00</b>											
2	74907	Anderson-Perry & Associates, PO Box 1107, La Grande, OR, 97850									
		05/23/23	ranger station/house #2/engineering	05/31/23	\$536.25	\$536.25	115-000-5403203	Land/Buildings	\$506,150.00	\$392,882.25	
		05/23/23	CDBG engineering	05/31/23	\$5,595.00	\$5,595.00	210-000-5405990	CDBG Water Grant	\$1,750,000.00	\$1,699,670.84	
		05/23/23	engineering	05/31/23	\$761.25	\$761.25	300-300-5202120	Engineering	\$20,000.00	\$5,525.00	
		05/23/23	engineering	05/31/23	\$2,207.50	\$2,207.50	300-300-5202120	Engineering	\$20,000.00	\$5,525.00	
<b>\$9,100.00</b>											
4	May '23	Avista, 1411 E. Mission Ave, Spokane, WA, 99252-0001									
		05/23/23	city hall	05/31/23	\$90.70	\$90.70	100-110-5202501	Heat	\$1,250.00	\$103.39	
		05/23/23	city hall	05/31/23	\$90.72	\$90.72	200-200-5202501	Heat	\$8,000.00	\$1,779.39	
		05/23/23	treatment plant	05/31/23	\$17.34	\$17.34	300-300-5202501	Heat	\$4,000.00	\$551.41	
		05/23/23	city hall	05/31/23	\$90.72	\$90.72	300-300-5202501	Heat	\$4,000.00	\$551.41	
		05/23/23	treatment plant	05/31/23	\$182.93	\$182.93	300-300-5202501	Heat	\$4,000.00	\$551.41	
		05/23/23	library	05/31/23	\$130.38	\$130.38	600-600-5202501	Heat	\$2,000.00	\$221.40	
		05/23/23	ranger station	05/31/23	\$2.14	\$2.14	800-800-5202501	Heat	\$3,000.00	\$571.32	
<b>\$717.34</b>											
41	X054044	Box R Water Analysis Lab, 567 N.W. 2nd Street, Prineville, OR, 97754									
		05/23/23	water testing	05/31/23	\$45.00	\$45.00	200-200-5202270	Water Testing	\$4,000.00	\$869.37	
		05/23/23	water testing	05/31/23	\$45.00	\$45.00	200-200-5202270	Water Testing	\$4,000.00	\$869.37	
<b>\$90.00</b>											
450	May '23	Boyer-Davis, Anita, 277 W Bryan, Union, OR, 97883									
		05/23/23	cleaning contract	05/31/23	\$180.00	\$180.00	100-110-5202190	Contract Services	\$7,000.00	\$3,181.18	
		05/23/23	cleaning contract	05/31/23	\$180.00	\$180.00	600-600-5202190	Contract Services	\$3,000.00	\$457.24	
<b>\$360.00</b>											
461	10051	Buffalo Peak Golf Course, PO Box 495, Union, OR, 97883									
		05/23/23	grant funds/golf course	05/31/23	\$1,000.00	\$1,000.00	100-110-5202920	Economic Development	\$36,658.00	\$23,926.30	
<b>\$1,000.00</b>											
157		Byrnes Oil, PO Box 700, Pendleton, OR, 97801									

**City of Union**  
**Council Approval Report**  
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
IN-020048		IN-020048	05/23/23	diesel fuel/filled tank	05/31/23	\$464.34	\$464.34	200-200-5202490	Fuel	\$5,000.00	\$879.54
		IN-020048	05/23/23	diesel fuel/filled tank	05/31/23	\$464.34	\$464.34	300-300-5202490	Fuel	\$4,000.00	\$1,997.34
		IN-020048	05/23/23	diesel fuel/filled tank	05/31/23	\$464.32	\$464.32	500-500-5202490	Fuel	\$3,500.00	\$1,126.09
<div><div></div><div></div></div>											
372		Crossroads Health & Nutrition, 10505 West 1st Street, Suite B, La Grande, OR, 97850									
50.00		50.00	05/23/23	drug test/new hire	05/31/23	\$25.00	\$25.00	200-200-5202190	Contract Services	\$5,000.00	\$671.01
50.00		50.00	05/23/23	drug test/new hire	05/31/23	\$25.00	\$25.00	300-300-5202190	Contract Services	\$7,000.00	\$2,164.30
<div><div></div><div></div></div>											
462		DEQ Financial Services, PO Box 4244, Portland, OR, 97208-4244									
WQWSC2300063		WQWSC2300063	05/23/23	annual fees	05/31/23	\$104.00	\$104.00	300-300-5202600	Dues/License/Certs	\$4,000.00	\$1,686.61
<div><div></div><div></div></div>											
460		Eagle Cap Realty, 1511 Adams Ave, La Grande, OR, 97850									
May '23		May '23	05/23/23	closed acct reimbursement	05/31/23	\$7.50	\$7.50	200-200-5202991	Misc Expense	\$1,000.00	\$596.84
May '23		May '23	05/23/23	closed acct reimbursement	05/31/23	\$7.50	\$7.50	300-300-5202991	Misc Expense	\$1,000.00	\$486.22
<div><div></div><div></div></div>											
9		Eagle Office Supplies, 1701 Adams Ave, La Grande, OR, 97850									
92457		92457	05/23/23	copier contract services	05/31/23	\$19.94	\$19.94	100-110-5202190	Contract Services	\$7,000.00	\$3,181.18
92457		92457	05/23/23	copier contract services	05/31/23	\$4.98	\$4.98	100-120-5202640	Postage/Shipping	\$250.00	\$198.50
92457		92457	05/23/23	copier contract services	05/31/23	\$4.98	\$4.98	100-160-5202190	Contract Services	\$750.00	\$713.00
92457		92457	05/23/23	copier contract services	05/31/23	\$34.89	\$34.89	200-200-5202190	Contract Services	\$5,000.00	\$671.01
92457		92457	05/23/23	copier contract services	05/31/23	\$34.89	\$34.89	300-300-5202190	Contract Services	\$7,000.00	\$2,164.30
<div><div></div><div></div></div>											
78		Forrest, Pam, PO Box 628, Union, OR, 97883									
May 2023/CPR/Firs		May 2023/CPR/Firs	05/23/23	CPR/First Aid Certs	05/31/23	\$225.00	\$225.00	100-110-5202600	Dues/License/Certs	\$3,250.00	\$635.84
May 2023/CPR/Firs		May 2023/CPR/Firs	05/23/23	CPR/First Aid Certs	05/31/23	\$150.00	\$150.00	200-200-5202600	Dues/License/Certs	\$3,250.00	(\$202.39)
May 2023/CPR/Firs		May 2023/CPR/Firs	05/23/23	CPR/First Aid Certs	05/31/23	\$75.00	\$75.00	300-300-5202600	Dues/License/Certs	\$4,000.00	\$1,686.61
May 2023/CPR/Firs		May 2023/CPR/Firs	05/23/23	CPR/First Aid Certs	05/31/23	\$75.00	\$75.00	600-600-5202600	Dues/License/Certs	\$4,000.00	\$135.00
<div><div></div><div></div></div>											
411		Mainstreet Union, , Union, OR, 97883									
2023 planters		2023 planters	05/23/23	main street planters/city hall/library	05/31/23	\$100.00	\$100.00	100-110-5202920	Economic Development	\$36,658.00	\$23,926.30
grant funds/May '2		grant funds/May '2	05/23/23	grant funds/park master plan	05/31/23	\$1,762.50	\$1,762.50	100-110-5202920	Economic Development	\$36,658.00	\$23,926.30
<div><div></div><div></div></div>											
15		McKesson Medical, PO Box 936279, Atlanta, GA, 31193-6279									
20641117		20641117	05/23/23	ambulance medical supplies	05/31/23	\$100.99	\$100.99	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$342.83
20671754		20671754	05/23/23	ambulance medical supplies	05/23/23	\$186.15	\$186.15	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$342.83
<div><div></div><div></div></div>											
146		OHA Cashier, PO Box 14260, Portland, OR,									
							\$287.14				

**City of Union**  
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Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		PWS ID#4100915	05/23/23	annual water system fee	05/23/23	\$1,125.00	\$1,125.00	200-200-5202600	Dues/License/Certs	\$3,250.00	(\$202.39)
							<u>\$1,125.00</u>				
		271		Old West Federal Credit Union, PO Box 2711, Omaha, NE, 68103-2711							
May '23			05/31/23	05/23/23 cash back rewards	05/31/23	(\$37.52)	(\$37.52)	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,051.59
May '23			05/31/23	05/23/23 rackspace	05/31/23	\$126.38	\$126.38	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,051.59
May '23			05/31/23	05/23/23 microsoft backup services	05/31/23	\$10.23	\$10.23	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,051.59
May '23			05/31/23	05/23/23 cash back rewards	05/31/23	(\$31.75)	(\$31.75)	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$3,051.59
May '23			05/31/23	05/23/23 postage	05/31/23	\$42.00	\$42.00	100-110-5202640	Postage/Shipping	\$2,000.00	\$1,788.39
May '23			05/31/23	05/23/23 ordinance officer truck fuel	05/31/23	\$58.00	\$58.00	100-120-5202490	Fuel	\$500.00	\$81.18
May '23			05/31/23	05/23/23 clean up day/volunteers food	05/31/23	\$95.50	\$95.50	100-120-5202630	Abatement	\$3,000.00	\$1,798.23
May '23			05/31/23	05/23/23 ranger station proj/building permit	05/31/23	\$520.00	\$520.00	115-000-5403203	Land/Buildings	\$506,150.00	\$392,882.25
May '23			05/31/23	05/23/23 new phone system headsets	05/31/23	\$418.00	\$418.00	115-000-5403700	City Hall Improvements	\$20,000.00	\$1,258.09
May '23			05/31/23	05/23/23 new phone system headsets	05/31/23	\$418.00	\$418.00	115-000-5403700	City Hall Improvements	\$20,000.00	\$1,258.09
May '23			05/31/23	05/23/23 rackspace	05/31/23	\$147.46	\$147.46	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$28,849.67
May '23			05/31/23	05/23/23 cash back rewards	05/31/23	(\$2.62)	(\$2.62)	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$28,849.67
May '23			05/31/23	05/23/23 public works shop door lock	05/31/23	\$130.77	\$130.77	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$28,849.67
May '23			05/31/23	05/23/23 postage	05/31/23	\$42.00	\$42.00	200-200-5202640	Postage/Shipping	\$3,500.00	\$3,352.20
May '23			05/31/23	05/23/23 clothing allowance/Heather	05/31/23	\$37.59	\$37.59	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	(\$127.72)
May '23			05/31/23	05/23/23 rackspace	05/31/23	\$147.46	\$147.46	300-300-5202181	Supplies (Janitorial & Op	\$42,000.00	(\$127.72)
May '23			05/31/23	05/23/23 postage	05/31/23	\$42.00	\$42.00	300-300-5202640	Postage/Shipping	\$3,250.00	\$2,951.02
May '23			05/31/23	05/23/23 library supplies	05/31/23	\$43.41	\$43.41	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$3,822.80
May '23			05/31/23	05/23/23 cash back rewards	05/31/23	(\$0.25)	(\$0.25)	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$3,822.80
May '23			05/31/23	05/23/23 magazine subscription	05/31/23	\$15.95	\$15.95	600-600-5203410	Library Books/Magazines	\$8,000.00	\$7,386.08
May '23			05/31/23	05/23/23 storytime program	05/31/23	\$12.43	\$12.43	600-600-5203450	Library Programs	\$6,500.00	\$3,471.23
May '23			05/31/23	05/23/23 summer reading program	05/31/23	\$914.03	\$914.03	600-600-5203450	Library Programs	\$6,500.00	\$3,471.23
May '23			05/31/23	05/23/23 printer ink	05/31/23	\$35.98	\$35.98	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$342.83
May '23			05/31/23	05/23/23 training book/bloodborne pathogens	05/31/23	\$22.00	\$22.00	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$342.83
May '23			05/31/23	05/23/23 cash back rewards	05/31/23	(\$4.94)	(\$4.94)	700-720-5202181	Supplies (Janitorial & Op	\$12,000.00	\$342.83
May '23			05/31/23	05/23/23 EMT license	05/31/23	\$55.00	\$55.00	700-720-5202600	Dues/License/Certs	\$600.00	\$60.00
							<u>\$3,257.11</u>				
		48		OTEC, PO Box 226, Baker City, OR, 97814							
May '23			05/31/23	05/23/23 city hall	05/31/23	\$35.87	\$35.87	100-110-5202540	Electricity	\$900.00	\$370.41
May '23			05/31/23	05/23/23 park path lights	05/31/23	\$135.21	\$135.21	100-130-5202540	Electricity	\$1,750.00	\$402.09
May '23			05/31/23	05/23/23 transfer station	05/31/23	\$49.52	\$49.52	100-150-5202540	Electricity	\$700.00	\$202.13
May '23			05/31/23	05/23/23 public works shop	05/31/23	\$109.83	\$109.83	200-200-5202540	Electricity	\$32,000.00	\$9,856.99
May '23			05/31/23	05/23/23 public works shop	05/31/23	\$243.55	\$243.55	200-200-5202540	Electricity	\$32,000.00	\$9,856.99
May '23			05/31/23	05/23/23 city well	05/31/23	\$245.00	\$245.00	200-200-5202540	Electricity	\$32,000.00	\$9,856.99
May '23			05/31/23	05/23/23 city well	05/31/23	\$1,165.79	\$1,165.79	200-200-5202540	Electricity	\$32,000.00	\$9,856.99
May '23			05/31/23	05/23/23 city hall	05/31/23	\$35.89	\$35.89	200-200-5202540	Electricity	\$32,000.00	\$9,856.99
May '23			05/31/23	05/23/23 city hall	05/31/23	\$35.89	\$35.89	300-300-5202540	Electricity	\$38,000.00	\$10,381.06

City of Union  
Council Approval Report  
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		May '23	05/23/23	treatment plant	05/31/23	\$1,306.24	\$1,306.24	300-300-5202540	Electricity	\$38,000.00	\$10,381.06
		May '23	05/23/23	lift station	05/31/23	\$59.62	\$59.62	300-300-5202540	Electricity	\$38,000.00	\$10,381.06
		May '23	05/23/23	pumphouse	05/31/23	\$1,219.76	\$1,219.76	300-300-5202540	Electricity	\$38,000.00	\$10,381.06
		May '23	05/23/23	street lighting	05/31/23	\$2,133.27	\$2,133.27	500-500-5202540	Electricity	\$27,000.00	\$4,997.32
		May '23	05/23/23	dearborn street lights	05/31/23	\$57.94	\$57.94	500-500-5202540	Electricity	\$27,000.00	\$4,997.32
		May '23	05/23/23	library	05/31/23	\$173.71	\$173.71	600-600-5202540	Electricity	\$3,000.00	\$996.89
		May '23	05/23/23	ranger station	05/31/23	\$48.86	\$48.86	800-800-5202540	Electricity	\$1,350.00	\$492.01
		May '23	05/23/23	ranger station	05/31/23	\$33.50	\$33.50	800-800-5202540	Electricity	\$1,350.00	\$492.01
<b>\$7,089.45</b>											
300	Rattle Tale Coffee & Such, 805 W Delta, Union, OR,	21194	05/31/23	clean up day/volunteer food	05/31/23	\$148.00	\$148.00	100-120-5202500	Vehicle Maintenance	\$0.00	(\$10.00)
23	Ricoh Inc, PO Box 31001-0850, Pasadena, CA, 91110-0850	5067242339	05/23/23	copier contract	05/31/23	\$10.42	\$10.42	600-400-5202190	Contract Services	\$3,000.00	\$457.24
217	Ridley Pest Control, PO Box 2795, La Grande, OR, 97850	2272	05/23/23	grounds maint	05/31/23	\$85.00	\$85.00	100-130-5202820	Maintenance (Building &	\$2,000.00	\$704.30
24	Sun Life Financial, PO Box 806644-1, Kansas City, MO, 64180-6644	Feb - Apr '23	05/23/23	volunteer insurance	05/31/23	\$30.15	\$30.15	700-710-5102128	Benefits	\$6,794.00	\$3,416.56
381	Tactical Business Group, PO Box 788, Medford, OR, 97501	OR-COU-2023-002	05/23/23	patient billing services/ALS billing	05/31/23	\$240.00	\$240.00	700-720-5202152	Billing/ALS Fees	\$13,500.00	\$811.92
459	True Construction LLC, PO Box 1st Street, La Grande, OR, 97850	May 2023	05/23/23	ranger station proj/house #2	05/23/23	\$5,320.00	\$5,320.00	115-000-5403203	Land/Buildings	\$506,150.00	\$392,882.25
25	Umpqua Research Co - Table Rock Analytical Lab, PO Box 609, Myrtle Creek, OR, 97457	T009039	05/23/23	water testing	05/31/23	\$53.00	\$53.00	200-200-5202270	Water Testing	\$4,000.00	\$869.37
50	Vadim Municipal Software, Inc, 12709 Collection Center Drive, Chicago, IL, 60693	379529	05/23/23	billing/postage	05/31/23	\$296.13	\$296.13	200-200-5202640	Postage/Shipping	\$3,500.00	\$3,352.20
379529	Umpqua Research Co - Table Rock Analytical Lab, PO Box 609, Myrtle Creek, OR, 97457	T009039	05/23/23	water testing	05/31/23	\$53.00	\$53.00	200-200-5202270	Water Testing	\$4,000.00	\$869.37
50	Vadim Municipal Software, Inc, 12709 Collection Center Drive, Chicago, IL, 60693	379529	05/23/23	billing/postage	05/31/23	\$296.14	\$296.14	300-300-5202640	Postage/Shipping	\$3,250.00	\$2,951.02

**City of Union**  
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Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		382001	05/23/23	billing/postage	05/31/23	\$298.32	\$298.32	300-300-5202640	Postage/Shipping	\$3,250.00	\$2,951.02
		379529	05/23/23	billing/postage	05/31/23	\$32.91	\$32.91	700-710-5202640	Postage/Shipping	\$500.00	\$260.85
		382001	05/23/23	billing/postage	05/31/23	\$33.15	\$33.15	700-710-5202640	Postage/Shipping	\$500.00	\$260.85
		379529	05/23/23	billing/postage	05/31/23	\$32.91	\$32.91	700-720-5202640	Postage/Shipping	\$500.00	\$487.65
		382001	05/23/23	billing/postage	05/31/23	\$33.15	\$33.15	700-720-5202640	Postage/Shipping	\$500.00	\$487.65
							<b>\$1,321.03</b>				
		321		ZiplyFiber, PO Box 740416, Cincinnati, OH, 45274-0416							
		May 2023	05/23/23	internet	05/31/23	\$47.30	\$47.30	100-110-5203800	IT/Computer/Software	\$7,000.00	\$595.82
		May '23	05/23/23	phone/internet	05/31/23	\$171.13	\$171.13	200-200-5202570	Telephone/Cell	\$5,750.00	\$891.34
		May 2023	05/23/23	internet	05/31/23	\$77.60	\$77.60	200-200-5203800	IT/Computer/Software	\$12,500.00	\$5,254.33
		May 2023	05/23/23	internet	05/31/23	\$77.60	\$77.60	300-300-5203800	IT/Computer/Software	\$8,500.00	\$120.92
		May 2023	05/23/23	internet	05/31/23	\$10.74	\$10.74	500-500-5203800	IT/Computer/Software	\$1,500.00	\$292.83
		May 2023	05/23/23	internet	05/31/23	\$5.38	\$5.38	700-710-5203800	IT/Computer/Software	\$400.00	\$104.25
		May 2023	05/23/23	internet	05/31/23	\$5.38	\$5.38	700-720-5203800	IT/Computer/Software	\$500.00	(\$21.55)
		May '23	05/23/23	internet	05/31/23	\$50.00	\$50.00	800-800-5202181	Supplies (Janitorial & Op	\$4,000.00	\$1,915.08
							<b>\$445.13</b>				
							<b>\$35,308.88</b>				

**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 24 day of May, 2023.


Council Member

 24-May 23

Council Member

 24/23

City Administrator





**CASH SUMMARY COMPARED TO BUDGET (Expenses)    May 2023**

Department	2022-2023 Budget	Current Expenses	YTD Expenses	Variance	% Budget Expended
<b>GENERAL FUND</b>					
Administration	\$ 632,004.00	\$ 13,040.05	\$ 509,370.64	\$ 122,633.36	80.6%
Building Maintenance Rsv	\$ 536,150.00	\$ 13,783.31	\$ 124,933.61	\$ 411,216.39	23.3%
Vehicle/Equip Rsv	\$ 132,350.00		\$ 21,515.00	\$ 110,835.00	16.3%
Public Safety	\$ 103,003.00	\$ 1,870.79	\$ 56,775.71	\$ 46,227.29	55.1%
Emergency Event	\$ 547,650.00		\$ 265,898.00	\$ 281,752.00	48.6%
Parks Department	\$ 38,956.00	\$ 2,117.20	\$ 17,641.88	\$ 21,314.12	45.3%
Park Rsv	\$ 10,650.00	\$ -	\$ -	\$ 10,650.00	0.0%
Special Tree Fund	\$ 10,930.00	\$ -	\$ -	\$ 10,930.00	0.0%
Court	\$ 2,950.00	\$ 10.00	\$ 1,195.53	\$ 1,754.47	40.5%
Recycling	\$ 800.00	\$ 49.52	\$ 497.73	\$ 302.27	62.2%
Planning	\$ 33,566.00	\$ 1,341.00	\$ 12,579.70	\$ 20,986.30	37.5%
<b>Total General Fund</b>	<b>\$ 2,049,009.00</b>	<b>\$32,211.87</b>	<b>\$1,010,407.80</b>	<b>\$ 1,038,601.20</b>	<b>49.3%</b>
<b>WATER FUND</b>					
Water Department	\$ 770,450.00	\$ 21,764.18	\$ 427,198.35	\$ 343,251.65	55.4%
Water Rsv	\$ 2,138,082.00	\$ 5,595.00	\$ 55,874.41	\$ 2,082,207.59	2.6%
<b>Total Water Fund</b>	<b>\$ 2,908,532.00</b>	<b>\$ 27,359.18</b>	<b>\$483,072.76</b>	<b>\$ 2,425,459.24</b>	<b>16.6%</b>
<b>SEWER FUND</b>					
Sewer Department	\$ 856,950.00	\$ 27,080.54	\$ 626,245.93	\$ 230,704.07	73.1%
Sewer Rsv	\$ 722,400.00	\$ 22,080.87	\$ 298,659.74	\$ 423,740.26	41.3%
Sewer Debt	\$ 377,065.00		\$ 132,173.73	\$ 244,891.27	35.1%
<b>Total Sewer Fund</b>	<b>\$ 1,956,415.00</b>	<b>\$ 49,161.41</b>	<b>\$1,057,079.40</b>	<b>\$ 899,335.60</b>	<b>54.0%</b>
<b>SYSTEM DEVELOPMENT FUND (SDC)</b>					
System Development	\$ 98,827.00	\$ -	\$ -	\$ 98,827.00	0.0%
<b>Total SDC</b>	<b>\$ 98,827.00</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$ 98,827.00</b>	<b>0.0%</b>
<b>STREET FUND</b>					
Street Department	\$ 338,000.00	\$ 16,006.79	\$ 224,471.55	\$ 113,528.45	66.4%
Street Rsv	\$ 679,892.00	\$ -	\$ 227,375.29	\$ 452,516.71	33.4%
Bike/Ped Path	\$ 69,962.00	\$ -	\$ -	\$ 69,962.00	0.0%
<b>Total Street Fund</b>	<b>\$ 1,087,854.00</b>	<b>\$ 16,006.79</b>	<b>\$451,846.84</b>	<b>\$ 636,007.16</b>	<b>41.5%</b>
<b>LIBRARY FUND</b>					
Library Department	\$ 192,000.00	\$ 8,391.32	\$ 84,639.58	\$ 107,360.42	44.1%
<b>Total Library Fund</b>	<b>\$ 192,000.00</b>	<b>\$ 8,391.32</b>	<b>\$84,639.58</b>	<b>\$ 107,360.42</b>	<b>44.1%</b>



**EMERGENCY SERVICES FUND**

Unappropriated Funds	\$ 88,431.00		\$ -		
Fire Department	\$ 151,846.00	\$ 2,817.67	\$ 78,276.43	\$ 73,569.57	51.5%
Ambulance Department	\$ 146,523.00	\$ 6,642.55	\$ 115,097.38	\$ 31,425.62	78.6%
EMS Vehicle/Equip Rsv	\$ 214,293.00	\$ -	\$ -	\$ 214,293.00	0.0%
<b>Total EMS Fund</b>	<b>\$ 512,662.00</b>	<b>\$ 9,460.22</b>	<b>\$193,373.81</b>	<b>\$ 319,288.19</b>	<b>37.7%</b>

**RANGER STATION FUND**

Ranger Station	\$ 38,350.00	\$ 2,976.18	\$ 29,488.14	\$ 8,861.86	76.9%
<b>Total Ranger Station</b>	<b>\$ 38,350.00</b>	<b>\$ 2,976.18</b>	<b>\$29,488.14</b>	<b>\$ 8,861.86</b>	<b>76.9%</b>

**DOWNTOWN REVOLVING LOAN FUND (DRL)**

DRL Fees/Loans	\$ 36,790.00	\$ -	\$ -	\$ 36,790.00	0.0%
<b>Total DRL</b>	<b>\$ 36,790.00</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$ 36,790.00</b>	<b>0.0%</b>

<b>GRAND TOTAL</b>	<b>\$ 8,880,439.00</b>	<b>\$145,566.97</b>	<b>\$3,309,908.33</b>	<b>\$ 5,570,530.67</b>	<b>37.3%</b>
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## City of Union, Oregon

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342 S. Main Street  
Union, OR 97883

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### MEMORANDUM

June 5, 2023

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

SUBJECT: Office Manager Staff Report – May 2023

The following financial report shows revenues/expenditures:

- ❖ Total revenue for the month: **\$165,477.33**
- ❖ Total expenditures for the month: **\$145,566.97**
- ❖ A total of **\$104,928.02** was billed out in utility bills for the month
- ❖ We delivered 48 delinquent notices on May 31st. Delinquent accounts will be shut off if no attempt is made to pay or payment arrangements made by June 6th. Shut off date will be June 7th. Amount billed for delinquent notices **\$960.00**. At the time of this report there are 28 accounts subject to shut off if past due is not paid. Once shut off, account must be paid in full for services to be restored.
- ❖ Total amount billed for late fees assessed **\$1507.50**
- ❖ Airbnb Revenue, before cleaning and management fees:
  - 1) October \$2398.81
  - 2) November \$1757.63
  - 3) December \$1305.35
  - 4) January \$363.75
  - 5) February \$1930.30
  - 6) March \$1828.45
  - 7) April \$2477.14
  - 8) May \$2441.49

Total to date \$14,502.92
- ❖ Attached with this report you will find a budget summary of revenues and expenditures up to date by department, print out of adjustments done to customer accounts, Accounts payable's for the month of May.

**CASH SUMMARY COMPARED TO BUDGET (Revenues)****May 2023**

Source	2022-2023 Budget	Current Receipts	YTD Receipts	Variance	% Budget Collected
<b>GENERAL FUND</b>					
Beginning Cash	\$ 1,363,929.00	\$ -	\$1,114,463.19	\$ 249,465.81	81.7%
Property Taxes	\$ 100,000.00	\$ 3,910.70	\$ 177,267.81	\$ (77,267.81)	177.3%
Delinquent Taxes	\$ 6,000.00	\$ 463.61	\$ 4,075.13	\$ 1,924.87	67.9%
Interest	\$ 2,000.00		\$ 1,190.41	\$ 809.59	59.5%
Franchise Fees	\$ 100,000.00	\$ 2,633.82	\$ 125,125.10	\$ (25,125.10)	125.1%
Oregon Liquor Revenue	\$ 36,000.00	\$ 3,617.96	\$ 39,369.13	\$ (3,369.13)	109.4%
Cigarette Tax	\$ 1,500.00		\$ 1,345.86	\$ 154.14	89.7%
Oregon Shared Revenue	\$ 22,000.00	\$ 5,300.97	\$ 24,798.92	\$ (2,798.92)	112.7%
Transient Lodging Tax	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.0%
Liquor License Fees	\$ 200.00	\$ 15.00	\$ 120.00	\$ 80.00	60.0%
License/Permits	\$ 100.00		\$ -	\$ 100.00	0.0%
Land Use Fees	\$ 3,500.00	\$ 725.00	\$ 3,365.00	\$ 135.00	96.1%
Burn Permits	\$ 1,200.00	\$ 200.00	\$ 1,275.00	\$ (75.00)	106.3%
Court Fines	\$ 750.00	\$ -	\$ -	\$ 750.00	0.0%
City Surplus Sales	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.0%
Misc Revenue	\$ 10,000.00	\$ 1,722.49	\$ 22,168.35	\$ (12,168.35)	221.7%
COVID Funds	\$ -	\$ -	\$ 246,658.62	\$ (246,658.62)	
Transfers From Other Funds	\$ 591,658.00	\$ -	\$ 591,658.00	\$ -	100.0%
<b>Total General Fund</b>	<b>\$ 2,241,337.00</b>	<b>\$ 18,589.55</b>	<b>\$2,352,880.52</b>	<b>\$ (111,543.52)</b>	<b>105.0%</b>

<b>WATER FUND</b>					
Cash on Hand	\$ 548,282.00	\$ -	\$ 685,342.19	\$ (137,060.19)	125.0%
Interest	\$ 1,150.00		\$ 1,763.41	\$ (613.41)	153.3%
Water Bills	\$ 450,000.00	\$ 42,402.35	\$ 498,936.58	\$ (48,936.58)	110.9%
Set-up Fees	\$ 1,100.00	\$ 150.00	\$ 1,100.00	\$ -	100.0%
Installation Fees	\$ 5,000.00	\$ 8,781.55	\$ 11,211.55	\$ (6,211.55)	224.2%
CDBG Grant	\$ 1,750,000.00		\$ 40,949.00	\$ 1,709,051.00	2.3%
Water Project Fees	\$ 150,000.00		\$ -	\$ 150,000.00	0.0%
Transfers In	\$ 150,000.00		\$ 150,000.00	\$ -	100.0%
Misc Revenue	\$ 3,000.00	\$ 207.03	\$ 2,975.50	\$ 24.50	99.2%
<b>Total Water Fund</b>	<b>\$ 3,058,532.00</b>	<b>\$ 51,540.93</b>	<b>\$ 1,392,278.23</b>	<b>\$ 1,666,253.77</b>	<b>45.5%</b>

<b>SEWER FUND</b>					
Cash on Hand	\$ 1,030,244.78	\$ -	\$1,030,245.21	\$ (0.43)	100.0%
Interest	\$ 1,100.00		\$ 1,763.41	\$ (663.41)	160.3%
Sewer Bills	\$ 610,000.00	\$ 53,165.39	\$ 575,417.66	\$ 34,582.34	94.3%
Set-up Fees	\$ 1,000.00	\$ 150.00	\$ 1,100.00	\$ (100.00)	110.0%
Septic Fees	\$ 100.00	\$ 75.00	\$ 165.00	\$ (65.00)	165.0%
Installation Fees	\$ 5,000.00	\$ 7,359.50	\$ 8,009.50	\$ (3,009.50)	160.2%
Billed Labs	\$ 3,000.00	\$ 365.00	\$ 1,880.00	\$ 1,120.00	62.7%



Transfers In	\$ 302,000.00		\$ 302,000.00	\$ -	100.0%
Misc Revenue	\$ 1,250.00	\$ 97.50	\$ 17,193.50	\$ (15,943.50)	1375.5%
<b>Total Sewer Fund</b>	\$ 1,953,694.78	\$ 61,212.39	\$ 1,937,774.28	\$ 15,920.50	99.2%

#### SYSTEM DEVELOPMENT FUND (SDC)

Cash on Hand	\$ 98,827.00	\$ -	\$ 98,826.31	\$ 0.69	100.0%
Misc Revenue	\$ -	\$ -	\$ -	\$ -	
Water Development Charge	\$ -	\$ -	\$ -	\$ -	0.0%
Sewer Development Charge	\$ -	\$ -	\$ -	\$ -	0.0%
Water New Growth	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Total SDC</b>	\$ 98,827.00	\$ -	\$ 98,826.31	\$ 0.69	100.0%

#### STREET FUND

Cash on Hand	\$ 477,220.49	\$ -	\$ 477,220.49	\$ -	100.0%
State Gas Taxes	\$ 155,000.00	\$ 13,750.29	\$ 154,393.42	\$ 606.58	99.6%
Street Install Fees	\$ 500.00		\$ -	\$ 500.00	0.0%
Park Lights Grant	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	
SCA Grant	\$ 100,000.00		\$ 100,000.00	\$ -	100.0%
Transfers from Other Funds	\$ 143,000.00		\$ 143,000.00	\$ -	100.0%
<b>Total Street Fund</b>	\$ 888,720.49	\$ 13,750.29	\$ 874,613.91	\$ 14,106.58	98.4%

#### LIBRARY FUND

Cash on Hand	\$ 60,500.00	\$ -	\$ 81,212.15	\$ (20,712.15)	134.2%
Taxes Levied	\$ 125,000.00	\$ 3,355.83	\$ 135,693.16	\$ (10,693.16)	108.6%
Grant Funds	\$ 1,500.00		\$ 1,563.00	\$ (63.00)	104.2%
Misc Revenue	\$ 5,000.00	\$ 77.80	\$ 7,339.48	\$ (2,339.48)	146.8%
<b>Total Library Fund</b>	\$ 192,000.00	\$ 3,433.63	\$ 225,807.79	\$ (33,807.79)	117.6%

#### EMERGENCY SERVICES FUND

Cash on Hand	\$ 382,823.01	\$ -	\$ 382,823.01	\$ -	100.0%
Interest	\$ 500.00		\$ 881.73	\$ (381.73)	176.3%
EMS Surcharge Fees	\$ 125,000.00	\$ 10,645.34	\$ 116,900.03	\$ 8,099.97	93.5%
Ambulance Svc Fees	\$ 65,000.00	\$ 5,105.20	\$ 79,109.70	\$ (14,109.70)	121.7%
Burn Permits	\$ 1,200.00	\$ 200.00	\$ 1,275.00	\$ (75.00)	106.3%
Transfers In	\$ 50,000.00		\$ 50,118.38	\$ (118.38)	100.2%
Misc Income	\$ 1,000.00	\$ 50.00	\$ 225.00	\$ 775.00	22.5%
Grant Funds	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.0%
<b>Total EMS Fund</b>	\$ 626,523.01	\$ 16,000.54	\$ 631,332.85	\$ (4,809.84)	100.8%

#### RANGER STATION FUND

Cash on Hand	\$ 18,100.00	\$ -	\$ 22,194.26	\$ (4,094.26)	122.6%
Interest	\$ 150.00		\$ 293.74	\$ (143.74)	195.8%
Rent	\$ 10,000.00	\$ 900.00	\$ 21,597.95	\$ (11,597.95)	216.0%
Transfers In	\$ 10,000.00		\$ 10,000.00	\$ -	100.0%
Misc Revenue	\$ 100.00	\$ 50.00	\$ 400.01	\$ (300.01)	400.0%
<b>Total Ranger Station</b>	\$ 38,350.00	\$ 950.00	\$ 54,485.96	\$ (16,135.96)	142.1%

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	\$ 20,000.00		\$ 20,000.00	\$ -	100.0%
Loan Payments Rec'd	\$ 250.00		\$ -	\$ 250.00	0.0%
<b>Total DRL</b>	<b>\$ 36,790.00</b>	<b>\$ -</b>	<b>\$ 36,537.51</b>	<b>\$ 252.49</b>	<b>99.3%</b>
<b>GRAND TOTAL</b>	<b>\$ 9,134,774.28</b>	<b>\$ 165,477.33</b>	<b>\$7,604,537.36</b>	<b>\$ 1,530,236.92</b>	<b>83.2%</b>

Date	Customer Name	Account Number	DR/CR	Adjustment \$\$	Reason for Adjustment
5/2/2023	Union Hotel	105360036	Debit	\$ 156.98	hotel sewer charges
5/8/2023	Shaw, David	100010032	Credit	\$ (20.00)	remove late notice/pymnt made prior to delivery of notice
5/8/2023	Moffitt, Danny	100090018	Credit	\$ (20.00)	remove late notice/due to excellent credit/pymnt made
5/8/2023	Tishmack, Laura	105630032	Credit	\$ (20.00)	remove late notice/pymnt made prior to delivery of notice
5/8/2023	Strange, Barbara	163350218	Credit	\$ (20.00)	remove late notice/pymnt made prior to delivery of notice
5/8/2023	Huntington, Beth	104280011	Credit	\$ (15.00)	remove late fee
5/8/2023	Neisz, Melanie	101480010	Debit	\$ 35.00	delinquent turn off
5/8/2023	Cooksey, Cameron	115030025	Debit	\$ 35.00	delinquent turn off
5/8/2023	Young, Scott	163350534	Debit	\$ 35.00	delinquent turn off
5/8/2023	Wright, Zane	163350491	Credit	\$ (85.78)	leak adjustment
5/10/2023	Union Hotel	105360036	Credit	\$ (309.97)	leak adjustment
5/15/2023	Blackburn, Jay	163350375	Debit	\$ 317.49	debit adjustment to clear pymnt made to a closed account
5/15/2023	Blackburn, Jay	163350850	Credit	\$ (317.49)	credit adjustment for payment entered to closed account
5/23/2023	Matthews, Jeffrey	105150581	Credit	\$ (15.00)	to remove late fee/pymnt made same day
5/23/2023	Rynearson, McKenna	101610047	Debit	\$ 50.00	new account set up fees
5/23/2023	Miller, Carmen	112770083	Debit	\$ 50.00	new account set up fees
5/25/2023	Hudson, Odis	162360036	Credit	\$ (25.67)	deceased customer/closed acct adjustment
5/25/2023	Canavan, Quinn	115410011	Credit	\$ (126.39)	leak adjustment
5/31/2023	multiple accts	48 accounts	Debit	\$ 960.00	delinquent door notices

Sign



Date

6-6-23



# Memorandum

**Subject:** Library Monthly Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Tiffany Derichsweiler, Library Lead

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**ATTACHED:**

[Library Monthly Report May 2023](#)

## May Monthly Report 2023

	Statistics	
	This Year	Last Year
Paton Count	736	439
Circulation Count:	1009	830
Adult	442	399
Children	567	448
Audios	53	93
Videos	174	137
Music CD's	1	0
Materials Added	46	
Materials Discarded		0
Reference Questions	10	
Programs for Patrons	7	9
Participants	79	85
Computer Usage	427834	unknown
New Patrons	12	6
ILL Requests	307	200
Out of City Limit Usage		
Notary	1	7

## Events and Additions:

Sign ups for summer reading program started  
 Visited elementary school to invite children to Summer Reading Program  
 2 guest-taught adult classes, by TeaHouse Bakery  
 Collaborated with Catherine Creek Community Center for adult classes  
 Operating fees have increased; look forward to this in July.  
 At this time 21 adults and 64 children have signed up for summer reading program.  
 Official start date of summer reading program is June 12.  
 New hire started and is doing well on tasks she is trained on.





# Memorandum

**Subject:** Ordinance Officer Monthly Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Dianna Arena, Ordinance Officer

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**ATTACHED:**

[Ordinance Officer Monthly Report May 2023](#)

## City of Union, Oregon



PO Box 529  
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Union, OR 97883

*Home to the Buffalo Peak Golf Course*

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**MAY 2023**

**To:**

Susan Hawkins, Union City Mayor  
Doug Wiggins, City Administrator  
City Council Members

**From:**

Dianna Arena  
Ordinance Officer

**Focus:**

Handling Citizen Complaints.  
Enforcing City Ordinances.  
Building relationships and rapport with residents.

**Complaints:**

1- Regarding residence on S. Dewey-grasses and weeds over height limit. Contacted lawyer handling the estate, hired help to get it taken care of. **DONE**

1--Regarding residence on S. First St.-new renters parking the wrong direction, obstructing line of vision for drivers. Contacted property management: they reached out to tenants to explain the situation.

**DONE**

1-property on E. Arch St.-grasses and weeds getting too tall-potential for fire hazard eventually. Letter sent to property owner: Will follow up on.

1-Regarding vehicle owners using Main St. to sell their vehicles, which is against city ordinance: Called and left a message with owners: vehicles were moved. **DONE**

1-Regarding property on E. Fir St-lots of cars parked in right of way. Visited address, did not see an issue.

1-Regarding grasses/weeds too tall and potential fire hazard. Called resident left message. **DONE**

1-Regarding property on N. Bellwood accumulating/stockpiling household trash. Talked with resident and explained that there could be citations issued if not taken care of- dumpster was ordered. **DONE**

1- Noise complaint on S. Main St.: playing music too loud while doing yard work. The property owner asked me to come down and check the decibels. Resident was okayed after noise meter was read.

1- Regarding property on N. Main: grasses/weeds too tall. Contacted property owner: he hired help to get it mowed down. **DONE**

1-Complaint regarding property on E. Dewey Ln.: grasses/weeds too tall-leaving vehicles on the right of way for storage purposes/longer than the allowed 72 hours-Letter sent to homeowners-grasses mowed/most vehicles have been moved into the property. Will follow up on the remaining one.

1-Regarding a residence on N. Bellwood with inappropriate words/pictures on outside of home. Contacted residents to paint over the offensive items. **DONE**

1-Complaint about property off N. 2<sup>nd</sup> with a large amount of the noxious weed white top. Called the resident and talked with her/said she was unaware of it and would take care of it. Will follow up on.

1-Concern about property owner off N 5<sup>th</sup> St. storing cement barriers on the right of way. Reached out to the owner, said he has sold them and was waiting for the buyer to pick them up. Will follow up on.

## City of Union, Oregon

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1-Complaint regarding a home off S. First riding atv's for hours Memorial weekend, causing disruption in the neighborhood. Talked with the sheriff's department to make them aware.

Deputy said he was familiar with resident.

1-Regarding a home on E. Dearborn using the right of way for storage. Contacted property owner to see if he could contact renter/get me contact info. Will follow up on this,

### Other Letters Sent/Business:

4 R.O.W. issues-1 compliance, will follow up on other 3.

Grasses/Noxious Weeds-20 letters 13 compliances, will double check on the last 7.

Held court on quarreling neighbors regarding illegal fireworks citation. One resident stated that someone at their party did do fireworks. Fine reduced.

Clean-Up Day turned out amazing! We had just under 100 vehicles take advantage of our city event this year....far more than the year prior.

Thank you to our fabulous volunteers that helped us and our residents!!



# Memorandum

**Subject:** Fire/EMS Monthly Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:**

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**ATTACHED:**  
[Fire-EMS Monthly Report May 2023](#)

June 5, 2023

Union EMS and Fire had a total of 16 medical calls and 3 fire calls. In addition, there were 3 lift assists and 2 standby calls for LGFD. The fire department had some trainings. We attended 2 meetings and on May 13 we had an open house at our department. We cooked hot dogs and hamburgers and had quite a few people stop by.

We are gearing up for Stock Show this week which is a very busy time. We do have a couple of EMT's from LGFD that were willing to help us.



# Memorandum

**Subject:** Sheriff's Monthly Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:**

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**ATTACHED:**

[Sheriff's Monthly Report May 2023](#)

[Sheriff's Hours May 2023](#)

## ***Union Activities –May 2023***

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

<b>HOURS</b>	<b>134.5</b>
<b>Vacation Hours taken</b>	<b>50</b>
<b>Total Hours</b>	<b>184.5</b>
 CRIMINAL CITATIONS	 0
TRAFFIC CITATIONS	2
WARNINGS	2
ARRESTS	2
CALLS FOR SERVICE	25
FI'S	39
WALK-INS	0
REPORTS	1
TOWS/IMPOUNDS	0
OTHER	

### 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 a suspicious person at the bus barn searched the area, UTL  
 Report of Criminal Mischief, determined to not be criminal  
 Deputy assisted with a civil situation  
 Report of a runaway juvenile, juvenile located  
 One arrested on a warrant  
 Deputy assisted citizen with a complaint of a careless driver  
 Information received for a possible child abuse situation, will follow up  
 Report taken for a non-injury accident  
 One person arrested on a warrant and trespass  
 Deputy took a report of telephonic harassment  
 Deputy responded for a threat assessment at the High School  
 Deputy responded for a welfare check, individual located and was code 4  
 Report of a careless driver, driver located and cited  
 Information taken for a parking complaint, options explained  
 Deputy assisted with an animal complaint, dog returned to owner  
 Deputy took a report of careless driving and speed sign was requested

DATE	Bowen	WW	Schaad	McKaig	Heath	Jensen	Sutten	Humphries	Butcher	Herna	Hamilton	Flowers	Capers	Witty	Johnson	BELL	Total
1															9		9.00
2															10		10.00
3															10		10.00
4																	0.00
5																	0.00
6																	0.00
7															10		10.00
8			0.5												9		9.50
9															9		9.00
10							1.5								10		11.50
11																	0.00
12																	0.00
13																	0.00
14																	0.00
15																	0.00
16																	0.00
17																	0.00
18																	0.00
19																	0.00
20																	0.00
21																	0.00
22															10		10.00
23							3								10		13.00
24															9		9.00
25																	0.00
26																	0.00
27																	0.00
28															8		8.00
29															8.5		8.50
30															9		9.00
31															8		8.00
Pub Total	0.00	0.00	0.50	0.00	0.00	0.00	4.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	129.50	0.00	134.50

Total Hrs 134.50

May





# Memorandum

**Subject:** Animal Officer Monthly Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:**

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**ATTACHED:**

[AEO Monthly Report May 2023](#)

[AEO Yearly](#)

## ***Union Animal Enforcement Hours—May 2023***

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

**HOURS: 4.5**

**Calls for Service: 4**

**Dog at large:**

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

**Dog Bites: 0**

**Barking Dog:**

Citations: 0  
Warnings: 1  
Impounds: 0  
Other Actions:

**Animal Abuse/Neglect: 0**

**Other: See below\***

**Activities Included:**

General patrol including previously reported problem areas

Follow up done as needed throughout the month

Deputy responded for a dog in distress, determined dog was not in distress just howling, owners were warned for a noise violation

Deputy responded for 2 dogs at large

Deputy located a dog at large, unable to locate owner, dog impounded at shelter

Bark log provided to citizen, attempted to contact dog owner, unable to make contact

AE 2022	Jan	Feb	Mar	April	May	Jun	July	Aug	Sep	Oct	Nov	Dec
1												
2												
3	2.75											
4	1											
5	3											
6	1											
7		2.5										
8		7										
9												
10												
11												
12												
13												
14												
15					1							
16					1.5							
17												
18					1							
19												
20												
21												
22												
23					1							
24		2.5										
25												
26	1.5											
27												
28												
29												
30	3.5											
31												
<b>TOTAL</b>	12.75	12	0	0	0	0	0	0	0	0	0	0



**CITY ADMINISTRATOR REPORT  
May 2023**

**Ranger Station:**

The initial construction has been done to prep for plumbing and electrical. Bids are in June's packets to look over and approve so we can get the next phase of the project going. Nothing new to note on the travel trailer park as it has just been busy with many other projects.

**Water/Sewer:**

CDBG news: Mike Becker construction began digging some footings at well 3. Parts have been ordered and are just awaiting arrival.

Influent Screen: Construction is beginning the first part of June as we got paperwork in place in May. There is a change order to come before the council at the June meeting for footings and stem walls for a future building.

Effluent Force Main: The effluent force main has been moved to accommodate the landowner in which we had easement. We have worked out a deal for the landowner to get them back to building their home. We did find a link when completed and found it to be a faulty seal. This has been replaced and all is well now.

**Library:**

The summer program begins the first part of June, and it sounds as if Tiffany has everything planned out well. She continues to line up for much outside help and gather more signups for the program every day.

**Streets:**

Pothole patching continues along with street cuts and such for new construction. We did have to replace a culvert on fifth Street for the irrigation canal. Mowing operations for the EOLS fair have been happening as well to prepare for the parade and show. We may need to look at setting up a committee to address the speeding issues in the City. Many complaints are coming as the good weather has come. On a ironic note someone hit our RADAR speed sign and took it out while on Fulton Street.

**Human Resources:**

In May we filled the open Public Works Position with Stephen Brock. He was previously employed by Les Schwab and an active National Guard member. We welcome "Brock" to the team.

**Parks:**

Robin has got the bathrooms all up and going along with the sprinkler system. She spent much of the month fixing broken heads as it appears we are getting an increase in motorized vehicles tearing things up at the park.

CITY OF UNION, OREGON

Council/Budget:

The Budget committee met and passed the presented budget on to Council for their June 12, 2023 meeting. I have completed the Budget background paperwork and began the notification and advertising requirements.

FIRE/EMS:

In the coming meeting we will be voting whether to place the annexation of our Fire and EMS system before the voters. Everything seems on track to have the special election in August.

General:

Housing continues to be built and lots are continuing to be sold. It is nice to be bringing on some new services albeit keeping the crew busy.

## City of Union Public Works Department Council Report for May 2023

Water: Installed a service line for a new development on West Hickory Place. Replaced a leaking service line on North College. Pulled monthly water samples, read water meters, handed out shutoff notices.

Sewer: Ran the camera throughout Century Ranch Estates and installed a cleanout on one of the lots for a new development. Relocated the effluent force main pipe. Repaired a leaking joint in the 8" pipe that feeds air to the primary digester. Turned off a leaking air relief valve on the effluent force main line and repaired the two leaking pipes on effluent pumps #1 and #2. Shut off all the drain valves and are now pumping effluent to the golf course. Removed the fire hydrant at the WWTP as it was where the new screw screen building will be placed.

Streets: Cleaned at couple plugged culverts and replaced the rotten culvert at North 5<sup>th</sup> and West Chestnut. Hung senior banners. Burned brush from cleanup day and added gravel on West Delta from 10<sup>th</sup> to 11<sup>th</sup> Street and along North Gale Street.

State Shop: Removed some siding along the East side of building and installed house wrap and will be siding the building when time allows.

Misc.: Completed our CPR/First Aid training. The park sprinklers are up and running. Our seasonal employees will be coming on to help with projects for the summer.

Paul Phillips

Public Works Lead

June 5<sup>th</sup>, 2023

# City of Union

## Service Order List

All Service Orders, Exclude Completed, Exclude Cancelled

Order ID	Date	Request Type	Assigned To	Date	Status	Comp. Date	Account Number	Customer Name	Service Address	Reading
1561	5/31/23	FINAL READ	PAUL PHILLIPS	6/27/23	ASSIGNED		100220031	Lewis, Sia	599 E ASH	94138
1556	5/25/23	FINAL READ	PAUL PHILLIPS	6/23/23	ASSIGNED		108140021	BENEDICT, TERESA	451 W HARRISON	111985
1536	5/3/23	Maint/Repair	PAUL PHILLIPS	5/3/23	ASSIGNED		162890015	UNION-STREETS,	342 S Main	
1488	3/13/23	Maint/Repair	PAUL PHILLIPS	3/13/23	ASSIGNED		162890015	UNION-STREETS,	342 S Main	
1464	2/22/23	Maint/Repair	PAUL PHILLIPS	2/22/23	ASSIGNED		162890015	UNION-STREETS,	342 S Main	
1458	2/16/23	Maint/Repair	PAUL PHILLIPS	2/16/23	ASSIGNED		109400010	UNION, CITY OF	410 TREATMENT PLANT RD	80931
1289	8/17/22	Maint/Repair	PAUL PHILLIPS	8/17/22	ASSIGNED		162890015	UNION-STREETS,	342 S Main	
1286	8/17/22	Maint/Repair	PAUL PHILLIPS	8/10/22	ASSIGNED		162890015	UNION-STREETS,	342 S Main	
1212	6/16/22	Maint/Repair	PAUL PHILLIPS	6/16/22	ASSIGNED		162890015	UNION-STREETS,	342 S Main	
1138	3/23/22	Maint/Repair	PAUL PHILLIPS	3/23/22	ASSIGNED		114210024	JOHNSTON, STEVE & JAIMIE	1598 N COLLEGE	



# Memorandum

**Subject:** May 2023 Wastewater Report  
**Meeting:** City Council - Jun 12 2023  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Heather Daggett, Wastewater

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**ATTACHED:**

[Wastewater Report MAY 2023](#)



## Wastewater Report May 2023

**Drying Beds & Sludge removal** – Currently 4 of 4 drying beds are occupied. Drying bed 1 has product from Catherine Creek hides, Drying Bed 2 has sludge from the Primary Digester, Drying Beds 3 & 4 have Digester Sludge. Keeping the beds dewatered for better drying and the warm weather is helping.

### Regular Maintenance

- Chemical pump maintenance and tank cleaning
- Blower Services and Maintenance
- RBC Maintenance: oils, Grease, and cleaning
- SBC: Grease
- Oregon Street Lift Station

### Laboratory

New NPDES Permit is out and went into effect June 1<sup>st</sup> 2023.

**Effluent** - Effluent discharge is going to Catherine Creek, we are sending an average of 120,000 gallons a day. As of May 30<sup>th</sup> 2023 started discharging to the Buffalo Creek Golf Course Pond average of 125,000 gall a day.

### Projects / Future

- **New Screen Project**
  - Fire Hydrant that needed removed for the project has been taken out.

### Other

- Camera Heritage Lane to locate all the sewer connections.
- Update CPR & First Aid
- City Wide Clean Up Day
- Help sit in on Interviews
- Clean up Oil spill with Doug on S College
- Effluent force Main relocation on Heritage Ln lot

### Vack Truck Work / Projects

- Sewer Service on Heritage Ln
- Air line leak to Primary digester at the Wastewater Treatment Facility
- Water Break on N College St
- Culvert clean outs on Oregon St and Gail