



# City of Union

## Agenda

### City Council Meeting

Monday, August 12, 2024 @ 7:00 PM

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

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	Page
<b>1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:</b>	
<b>Mayor:</b>	Hawkins
<b>Councilors:</b>	Farmer, Cox, Black, Blackburn, Middleton, and Boyer-Davis
<b>2. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:</b>	
2.1. Sheriff's Monthly Report	4 - 8
<a href="#">July 2024 - Pdf</a>	
<b>3. OLD BUSINESS:</b>	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
3.1. College Street Bridge	9 - 31
<a href="#">Resolution 2024-15 and Grant Agreement 22018 - Pdf</a>	
3.2. Fire and EMS Annexation	32 - 53
<a href="#">Status, MOU and User Fee - Pdf</a>	
3.3. Financial Audit	54 - 62
<a href="#">Updated Audit Engagement Letter - Pdf</a>	
<b>4. NEW BUSINESS:</b>	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
4.1. Councilor Attendance - City of Union Charter Chapter VII-Section 32 Resolution 2024-16	
4.2. Library Board Application	
<b>5. CONSENT AGENDA:</b>	
<b>5.1. Business/Special Meeting Minutes</b>	
• July 8th, 2024 City Council Meeting	63 - 72
<a href="#">City Council - Jul 08 2024 - Minutes - Pdf</a>	
<b>5.2. Work Session Minutes</b>	
• July 8th, 2024 Work Session	73 - 78
<a href="#">Council Work Session - Jul 08 2024 - Minutes - Pdf</a>	
• July 22nd, 2024 Work Session	79 - 87
<a href="#">Council Work Session - Jul 22 2024 - Minutes - Pdf</a>	
<b>5.3. Information Reports</b>	

- Office Manager Monthly Report 88 - 108  
[July 2024 - Pdf](#)
- Library Monthly Report 109 - 117  
[July 2024 - Pdf](#)
- Ordinance Officer Monthly Report 118 - 119  
[July 2024 - Pdf](#)

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

- 6.1. Water Sewer Committee
- 6.2. Charter Committee
- 6.3. Zoning Committee
- 6.4. Trails Committee
- 6.5. Library Committee
- 6.6. Buffalo Flat Project 120 - 121  
[July 2024 - Pdf](#)

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

- 7.1. Public Works Report 122 - 123  
[July 2024 - Pdf](#)
- 7.2. Wastewater Monthly Report 124 - 125  
[July 2024 - Pdf](#)
- 7.3. City Administrator Report 126 - 139  
[July 2024 - Pdf](#)

**8. PUBLIC COMMENT**

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

*Public comment rules:*

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

**9. UPCOMING MEETINGS AND SUGGESTIONS:**

- 9.1. August 21st, 2024 - Charter Committee @ 9 AM
- 9.2. August 21st, 2024 - Planning Commission Work Session @ 6 PM
- 9.3. August 21st, 2024 - Planning Commission Business Meeting @ 7 PM
- 9.4. August 26th, 2024 - Council Work Session @ 6 PM
- 9.5. September 2nd, 2024 - Water Sewer Committee @ 7:30 PM
- 9.6. September 4th, 2024 - Charter Committee @ 9 AM
- 9.7. September 4th, 2024 - Zoning Committee @ 6 PM
- 9.8. September 9th, 2024 - Council Work Session @ 6 PM

9.9. September 9th, 2024 - Council Business Meeting @ 7PM

10. **ADJOURNMENT:**

The City of Union Regular Business Meeting will be streamed live on our Facebook page beginning at 7:00pm. Please like and follow our Facebook page (<http://www.facebook.com/cityofunion.ontheweb>), to be notified and view our live feed. The feed will be monitored and pertinent comments to all matters being discussed will be shared with Council. You may also email comments to [admin@cityofunion.com](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:** Sheriff's Monthly Report  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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**ATTACHED:**

[Sheriffs Monthly Report July 2024](#)

[Sheriff's Hours July 2024](#)

[Sheriff's Hours Yearly 2024](#)

## *Union Activities – July 2024*

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>137.50</b>
CRIMINAL CITATIONS	0
TRAFFIC CITATIONS	1
WARNINGS	32
ARRESTS	0
CALLS FOR SERVICE	26
FI'S	117
WALK-INS	0
TOWS/IMPOUNDS	1
OTHER	0

### 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 report of suspicious activity  
 Assisted with a parking violation  
 Conducted a Welfare Check  
 Responded for a report of a burglary  
 Responded for a suspicious person  
 Follow up on offensive littering  
 Report taken for a hit and run x2  
 Responded for Criminal Mischief  
 Responded for illegal fireworks  
 Report taken for a Domestic Disturbance, follow up to be done  
 Deputy recovered a stolen trailer  
 Report taken for a dog bite  
 Deputy recovered a stolen 4 wheeler  
 Deputy responded for a welfare check  
 Assisted with a property dispute  
 Responded for a driving complaint  
 Took a report of vandalism  
 Assisted with a civil property dispute  
 Multiple driving complaints due to freeway closures  
 Responded for a Restraining Order Violation  
 Deputy conducted a welfare check  
 Responded for a Restraining Order Violation  
 Responded for a report of a trespass  
 Responded for a report of animal abuse  
 Assisted with a civil disturbance  
 One person cited and vehicle towed



DATE	Bowen	WW	Schaad	McKaig	Heath	Jensen	Sutten	Humphries	Butcher	Herna	Hamilton	Flowers	Capers	Witty	Johnson	BELL	Total
1														9			9.00
2														7.5			7.50
3														7			7.00
4														10			10.00
5																	0.00
6																	0.00
7																	0.00
8														9			9.00
9														7			7.00
10																	0.00
11																	0.00
12																	0.00
13																	0.00
14																	0.00
15														8			8.00
16														9			9.00
17														10			10.00
18														10			10.00
19																	0.00
20																	0.00
21																	0.00
22														10			10.00
23														10			10.00
24														9			9.00
25														10			10.00
26																	0.00
27																	0.00
28		3															3.00
29														9			9.00
30																	0.00
31																	0.00
Pub Total	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134.50	0.00	0.00	137.50
Total Hrs	137.50		July														

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	0.00	0.00	5.00	8.00	0.00	9.00					
2	8.00	8.00	0.00	10.00	0.00	0.00	7.50					
3	9.00	0.00	0.00	0.00	0.00	0.00	7.00					
4	8.00	0.00	6.00	10.00	0.00	0.00	10.00					
5	0.00	7.75	7.25	0.00	2.75	0.00	0.00					
6	0.00	0.00	9.00	0.00	9.50	13.50	0.00					
7	0.00	9.50	7.00	2.00	4.00	12.50	0.00					
8	9.25	9.50	0.00	10.50	10.00	12.50	9.00					
9	9.00	9.00	0.00	9.00	10.00	10.00	7.00					
10	8.25	0.00	0.00	8.00	0.00	10.00	0.00					
11	7.50	1.50	0.00	8.50	0.00	10.00	0.00					
12	0.00	9.50	7.50	0.00	0.00	10.00	0.00					
13	2.00	7.75	8.50	0.00	10.00	10.00	0.00					
14	0.00	3.00	11.50	0.00	9.50	0.00	0.00					
15	8.75	9.00	9.00	10.00	8.50	0.00	8.00					
16	9.50	0.00	0.00	10.00	10.00	0.00	9.00					
17	8.50	0.00	0.00	11.00	0.00	9.00	10.00					
18	9.00	0.00	0.00	0.00	0.00	8.00	10.00					
19	0.00	10.00	8.00	9.00	0.00	0.00	0.00					
20	0.00	9.50	8.50	0.00	0.00	8.50	0.00					
21	0.00	9.50	18.25	0.00	0.00	0.00	0.00					
22	8.75	4.00	2.50	9.00	0.00	0.00	10.00					
23	8.50	0.00	0.00	4.50	0.00	0.00	10.00					
24	5.75	0.00	0.00	1.50	0.00	8.50	9.00					
25	5.50	0.00	0.00	1.50	0.00	8.00	10.00					
26	0.00	5.50	10.00	0.00	0.00	10.00	0.00					
27	0.00	7.50	7.50	0.00	0.00	0.00	0.00					
28	0.50	8.00	10.00	0.00	0.00	0.00	3.00					
29	2.75	3.00	0.00	9.00	10.00	0.00	9.00					
30	8.00	0.00	2.00	0.00	10.00	0.00	0.00					
31	2.00	0.00	0.00	0.00	0.00	0.00	0.00					
<b>Total</b>	<b>138.5</b>	<b>131.5</b>	<b>132.50</b>	<b>128.50</b>	102.25	<b>140.5</b>	<b>137.50</b>					

Over/Short	120	120	120	120	120	120	120	120	120	120	120	120
	18.50	11.50	12.50	8.50	(17.75)	20.50	17.50	(120.00)	(120.00)	(120.00)	(120.00)	(120.00)





# Memorandum

**Subject:** College Street Bridge  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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## **BACKGROUND INFORMATION:**

In 2019, the City of Union was awarded funds towards the design of a bridge replacement on North College Street. The bridge shows deterioration and has a bridge sufficiency rating of 22.3 out of 100 according to recent ODOT Bridge Inspection Reports. Subsequent to the design only award, federal funding became available for not just design but construction as well. Public concern was voiced in regards to a map that was submitted with the project prospectus that showed a large straight alignment bridge that was very intrusive to the surrounding property owners and did not meet the needs of the neighborhood. While this map showed the project location, the map was not intended to be a design option nor was any design process undertaken as part of its creation. Throughout the months of June and July 2024, city council and the city administrator spoke with residents in the neighborhood and held public meetings in order to hear resident concerns, needs and suggestions. City engineers, the city attorney and representation from the Oregon Department of Transportation also attended a council meeting in order to give meaningful context to the project and discuss options. City Council now must make a decision on whether to accept the grant monies and move forward with the first phase of the project which is design, or turn down the grant monies and release them back to the state for allocation to other projects.

## **RECOMMENDATION:**

Vote on Resolution 2024-15 on whether to accept the grant monies from the state and federal government.

## **ATTACHED:**

[Resolution 2024-15](#)

[73000-00036400 LittleCreekBridge Union.Final.Draft HFL Review.revised mc.5 19 23 HFL FINAL](#)

**RESOLUTION 2024-15**

**A RESOLUTION ACCEPTING STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FUNDING AND FEDERAL FUNDING THROUGH THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)**

**WHEREAS**, the City of Union has applied for a grant through the Oregon Department of Transportation; and,

**WHEREAS**, the City of Union received notice from the Oregon Department of Transportation of intent to award the City of Union \$2,683,199.78 as part of the Statewide Transportation Improvement Program and the Infrastructure Investment and JOBS Act (IIJA) through grant agreement Key Number 22018; and,

**WHEREAS**, the City of Union desires to participate in this grant program to the greatest extent possible as a means of providing funding to address the needs of the existing deteriorating bridge on N. College, Little Creek Bridge (Structure No. 61074); and,

**WHEREAS**, City Council recognizes the grant would help fund a bridge design process that would meet current required bridge standards and subsequent bridge construction of an agreed upon design; and,

**WHEREAS**, the City of Union will participate in regular project meetings with the Department of Transportation having a meaningful role throughout the course of the project; and,

**WHEREAS**, the City of Union will provide local matching funds of 10.27% of Total Project Costs to fulfill its share of obligation related to this grant application should the grant funds be awarded; and,

**WHEREAS**, the City of Union is able to cancel the agreement and not move forward with Right-Of-Way Acquisition and Construction if a suitable bridge design is unable to be agreed upon.

**NOW, THEREFORE, BE IT RESOLVED**, the governing body for the City of Union, in regular assembly, does hereby elect to accept STIP and IIJA grant funding through grant agreement Key Number 22018 and directs the City Administrator and Mayor to work with ODOT and the city attorney to negotiate the terms of said grant agreement.

Adopted by \_\_\_ members of the Common Council voting therefore and approved by the Mayor of the City of Union this 12th day of August, 2024.

ATTEST:

SIGNED:

\_\_\_\_\_  
City Administrator, Celeste Tate

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

A156-G092921

**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

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Agreement No.73000-00036400

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

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1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb 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

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in all contracts and ensure that contractors include the requirement in their subcontracts.

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.

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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 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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Agreement No.73000-00036400

21. Agency's Contract Administrator for this Agreement is City Administrator, [Doug Wiggins](#)[Celeste Tate](#), 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~~ Celeste Tate, 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 \_\_\_\_\_

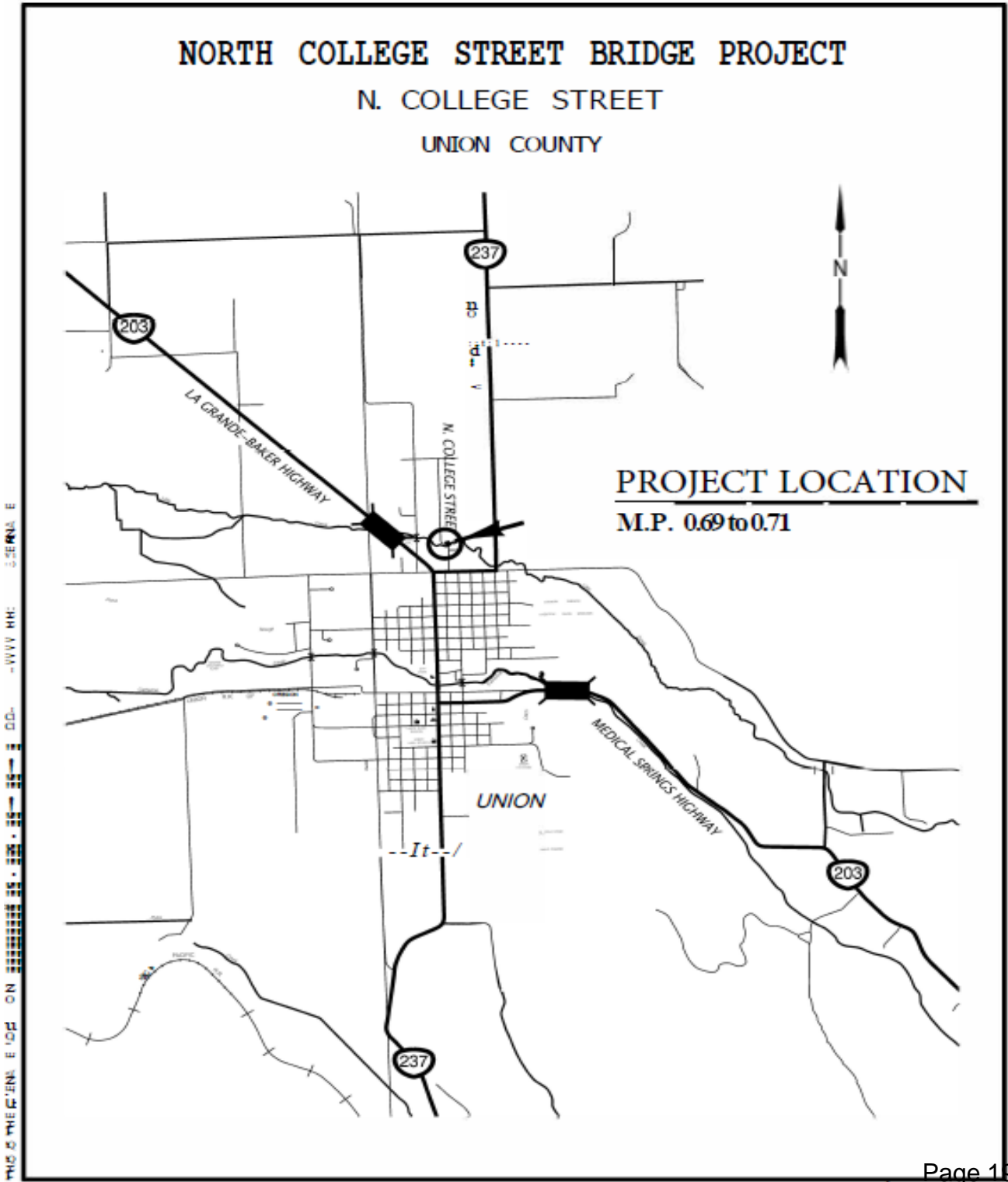
By \_\_\_\_\_  
Region 5 Right of Way Manager  
Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

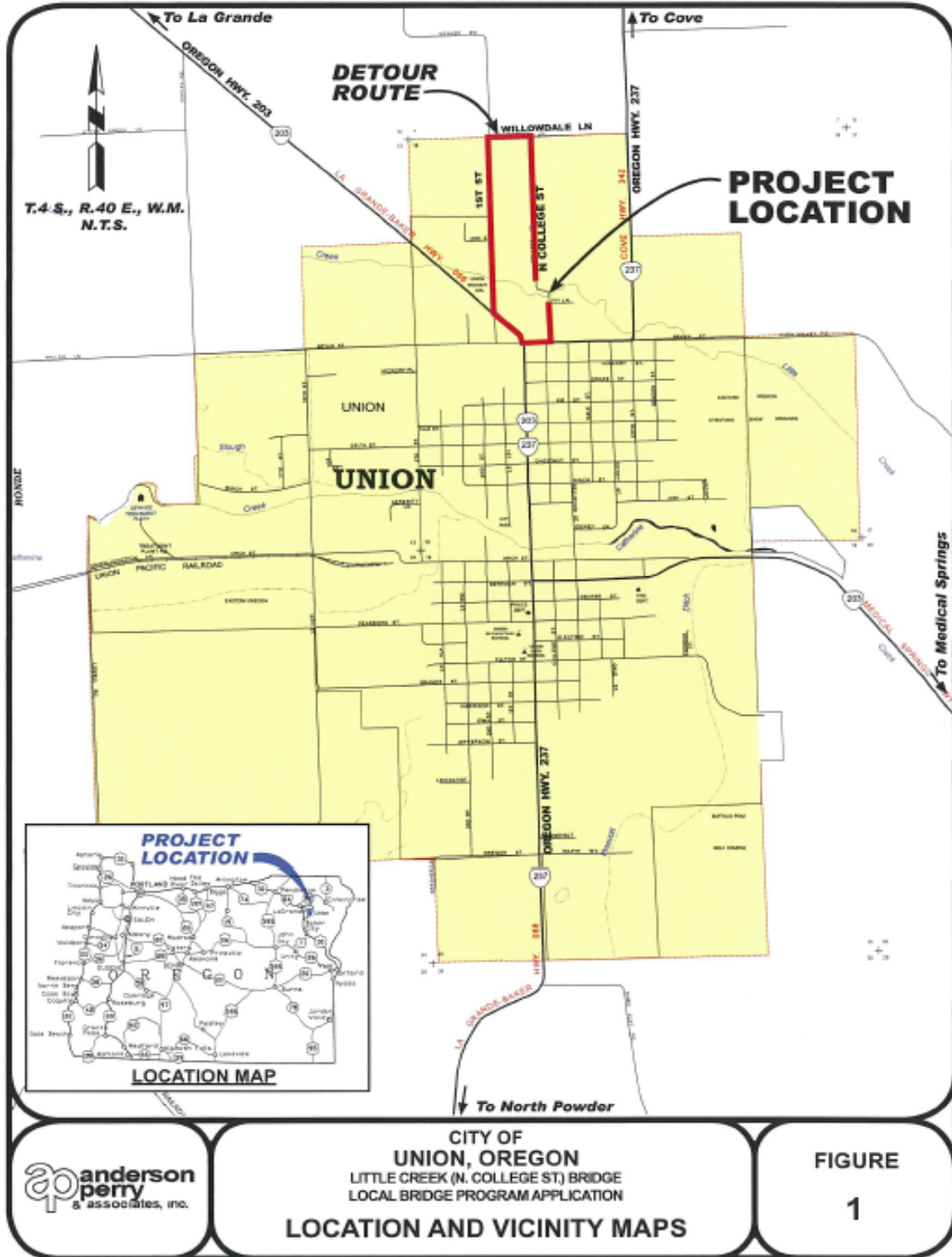
By \_\_\_\_\_  
Assistant Attorney General  
Date \_\_\_\_\_

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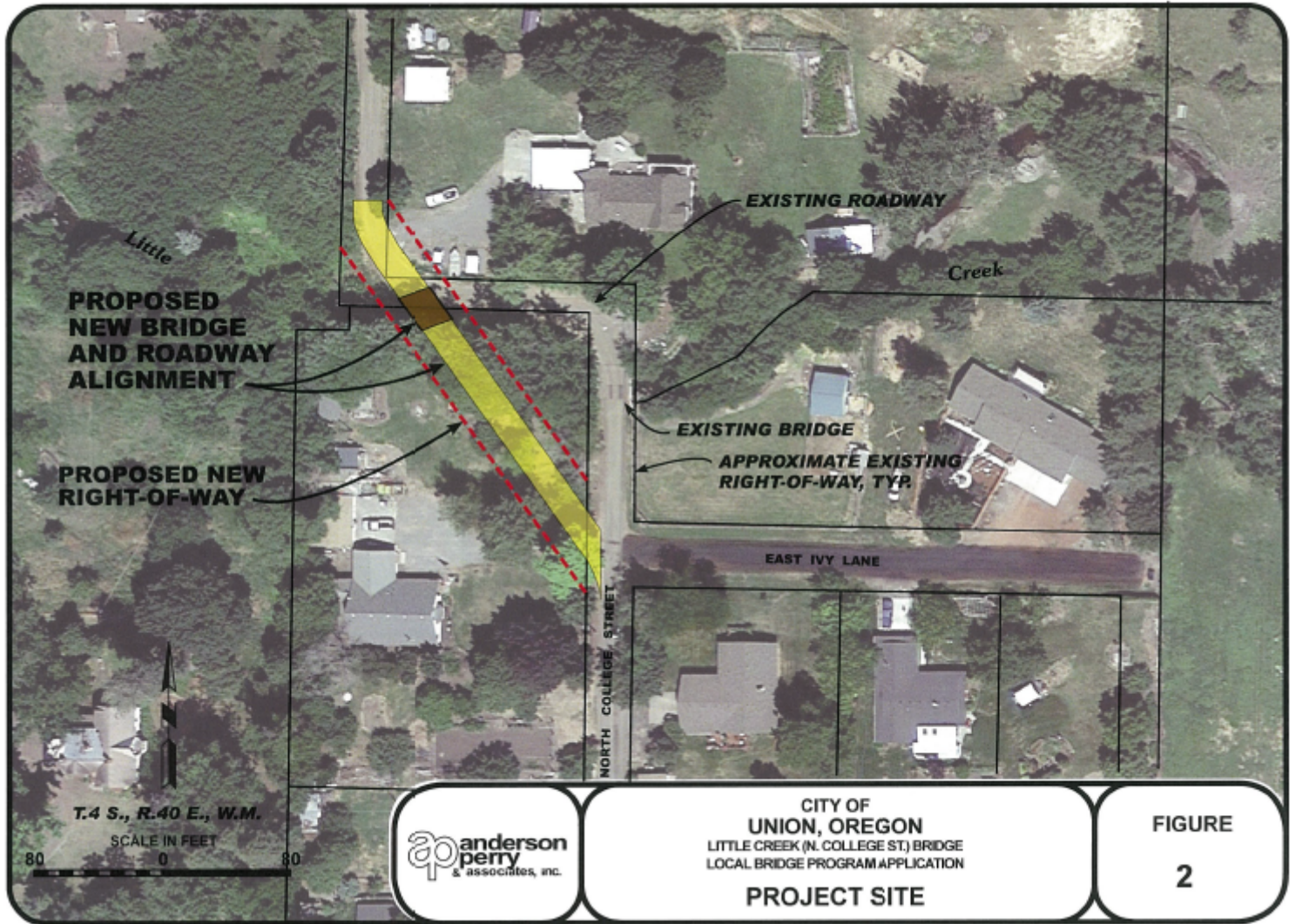
**EXHIBIT A – Project Location Map**



Agency/ODOT  
Agreement No.73000-00036400



Agency/ODOT  
Agreement No.73000-00036400



Agency/ODOT  
Agreement No.73000-00036400

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

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.

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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.



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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

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further agree that for all projects on the NHS, regardless of funding source; any design element that does not 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.

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Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be 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:** Fire and EMS Annexation  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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## **BACKGROUND INFORMATION:**

As was mentioned at the July 8th City Council meeting, and accepted by the council via Resolution 2024-13, the Ballot Measure 31-120 was successful. Upon certification of the votes, the URFPD began the process of notifying the county tax assessor of the need to assess the URFPD permanent tax rate on properties located within the City of Union. During this process, the URFPD was notified that in order for the annexation process to be completed, the URFPD needs to submit documents to the Department of Revenue and have it approved by March 31st in order to be effective for the following tax year. What this means is that while the election was successful and the annexation approved by voters, the annexation process will not be complete until June 2025 and property owners will not be assessed property taxes until the 2025-2026 fiscal year which begins July 1st 2025. This means that the URFPD will not receive any revenue for the 2024-2025 fiscal year via property taxes. The City of Union ceased assessment of the Fire and EMS user fee with the assumption that the city residents would then be assessed property taxes come their November property tax bill. However, that will not be the case until July 2025. What this means is that the city must re-evaluate the Fire and EMS user fee until such time as the URFPD annexation process is complete with boundary changes in place and city residents are included on the URFPD tax rolls. While I was aware that the city would need to do a temporary EMS agreement until certifications were in place, the city will now also need to do a temporary Fire agreement until tax rolls and boundaries are updated. I have written up a proposed Intergovernmental Agreement between the URFPD and the City of Union for your review and consideration in addition to a Resolution 2024-17 to consider in order to re-assess the Fire and EMS user fee for the period of September 2024, until June 2025 when the boundary change will be complete and the tax rolls updated.

## **RECOMMENDATION:**

My recommendation is that the city council consider re-assessing the \$10 Fire and EMS user fee for the 2024-2025 fiscal year starting September 2024 and contract with the URFPD for services until the annexation is completed. Though the city council did review and approve a user fee of \$16 per month starting July 2024 if the ballot measure 31-120 was not successful, I don't believe that is the appropriate user fee as the ballot measure was indeed successful. The issue is that the annexation process will not be complete until June 2025 and property

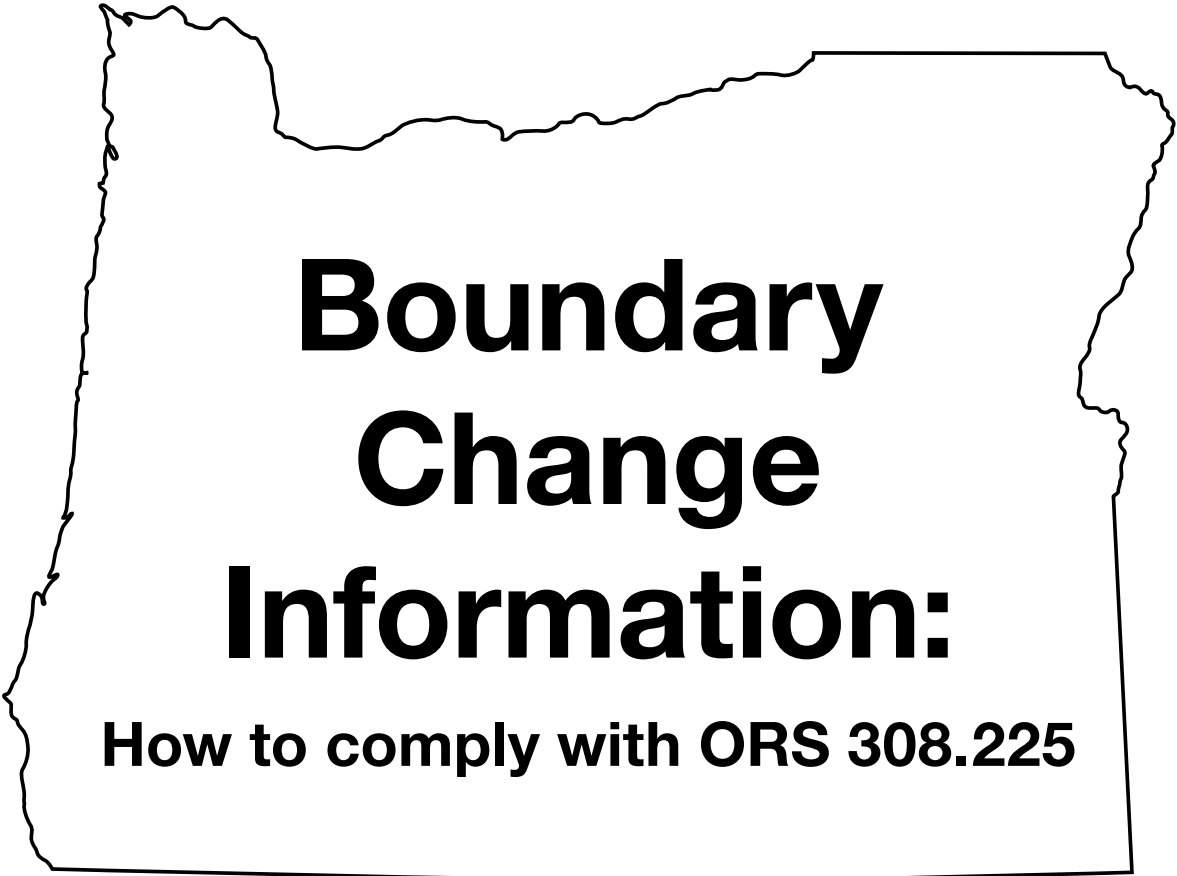


taxes not assessed until 2025-2026. As the city was not aware of this requirement of the URFPD, nor was the URFPD, I recommend that the council consider Resolution 2024-17 for approval with an effective date of September for the user fee. In addition, I recommend that council approve the proposed Intergovernmental Agreement for Fire Protection Services.

**ATTACHED:**

[boundary-change 504-405 \(002\)](#)

[Fire MOU](#)



**Boundary  
Change  
Information:**

**How to comply with ORS 308.225**

**Oregon  
Department of Revenue  
2019**



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## Introduction

This manual was designed to provide local government taxing districts with a guide to complying with statutory requirements in Oregon Revised Statutes (ORS) 308.225 when making a boundary change. It outlines the basic process of filing boundary change documents with the Department of Revenue, including important dates, the most commonly asked questions, and references for further study. This information helps determine when a boundary change is recognized on the tax roll, and can have important financial and political consequences.

The manual isn't a stand-alone guide to the process; it doesn't address the specific steps involved with formations, dissolutions, annexations, withdrawals, mergers, or consolidations. Rather, it deals with the effect a legal boundary change has on property taxation as the result of one of these processes.

### **This manual isn't a substitute for Oregon Revised Statutes or other legal sources.**

Boundary changes are important and have many effects. This manual addresses some of the issues related to property taxation. There are other considerations. Local governments anticipating a boundary change should consult their legal counsel for advice on their particular circumstances.

## Have questions? Need help?

### **For more information contact:**

Property Tax Division ..... (503) 945-8278  
Email to..... boundary.changes@oregon.gov

Or write to:  
Cadastral Information Systems Unit  
Oregon Department of Revenue  
PO Box 14380  
Salem OR 97309-5075

For information visit:  
[www.oregon.gov/dor/property](http://www.oregon.gov/dor/property)

**General tax information** ..... [www.oregon.gov/dor](http://www.oregon.gov/dor)  
Salem ..... (503) 378-4988  
Toll-free from an Oregon prefix ..... (800) 356-4222

### **Asistencia en español:**

En Salem o fuera de Oregon ..... (503) 378-4988  
Gratis de prefijo de Oregon ..... (800) 356-4222

### **TTY (hearing or speech impaired; machine only):**

Salem area or outside Oregon ..... (503) 945-8617  
Toll-free from an Oregon prefix ..... (800) 886-7204

**Americans with Disabilities Act (ADA):** Call one of the help numbers above for information in alternative formats.

## Boundaries in general

Local government boundaries are integral and important features of our system of government in Oregon. Geographic area is an essential characteristic of a taxing district. Every district in the state has territory. Boundaries mark the territorial extent of their rights, powers, duties, liabilities, and constituencies. The boundaries of a taxing district are a major factor in determining the amount of the district's taxes and which properties will pay those taxes.

Boundary changes can be controversial because of their effects on properties both inside and outside a boundary. This is especially true when a change affects taxation. A misunderstanding can result in a loss of revenue or levying taxes from the wrong properties.

Most boundary change procedures established by the legislature apply to a particular type of local government unit (city, county, or special district, see page 6), or to specific agencies capable of approving boundary changes (such as local government boundary commissions, the State Board of Education, and county governing bodies). Only a few apply to all local government boundary changes.

## The Department of Revenue's role

The Department of Revenue must review all boundary change maps and legal descriptions before the changes can be reflected on the tax roll. Requirements and deadlines for filing will be discussed below. The department establishes guidelines that regulate filing and approval.

New taxing districts or taxing districts that plan a boundary change should check with the department and the county assessor well before the filing deadline to be sure all requirements are met.

## Types of boundary changes that require filing with Department of Revenue

### Annexations

An annexation occurs when one district extends its boundaries outside of its previous service area. This can include extending services over the entire boundary of another district if the districts are not formed under the same statutory authority. For example, a rural fire protection district (RFPD) can annex the entire territory of a city.

A district can't extend its boundaries through annexation over the entire boundary of another district if both districts are formed under the same statutory authority and both are providing the same services. For example, a RFPD can't annex the entire territory of another RFPD.

This type of boundary change would require a merger or consolidation of the two districts.

### Delayed annexations

The delayed annexations by cities allowed under ORS 222.750, has some special circumstances. See OAR 150-308-0350, on page 11, for more information regarding this type of annexation.

### Withdrawals

A withdrawal is the detachment, disconnection or exclusion of territory from an existing district.

### Mergers

A merger occurs when two or more districts formed under the same statutory authority and providing the same services agree to operate as one district. One of the districts is the "surviving" district.

### Consolidations

A consolidation occurs when two or more districts agree to dissolve and form a new district providing the same services as the old districts.

### New districts

A new district is formed after an election or action of the county governing body. Districts can be formed with or without a permanent tax rate.

### Tax zones

Some districts are statutorily authorized to establish tax zones within the district. Establishing tax zones is a boundary change action that requires compliance with ORS 308.225.

### Dissolution

A dissolution occurs when a district disincorporates or ends its existence. A dissolution is a form of boundary change requiring compliance with ORS 308.225.

## The boundary change process for tax purposes

### Overview

Before a boundary change can be reflected on the property tax roll, a taxing district must comply with ORS 308.225, which creates a procedure to submit a legal description and map of the boundary changes to the Department of Revenue for approval. In summary, districts proposing a boundary change must notify the county assessor and the department. The district must submit a legal description of the boundary change and

an accurate map to the department for approval. If the boundary change documents are not filed in final form with the department by March 31, or if the ordinance or resolution approving the boundary won't be final before July 1, the county assessor must disregard those changes for the upcoming tax year.

## Steps in the process

Following are the basic steps required by the statute:

1. When a district proposes to change a district boundary, the district notifies the county assessor and the Department of Revenue.
2. The department or county assessor sends the district a map of the affected area, or the district downloads the map from the ORMAP website at [www.ormap.net](http://www.ormap.net).
3. The district uses the legal description of the changes to highlight the boundary changes on the map.
4. The district may request preliminary approval of the legal description and map by the department before the district officially acts on the boundary change.
5. After the district has officially acted on the boundary change, the district sends a copy of the ordinance or resolution along with the legal description and completed map to the department and the county assessor for final approval.
6. The department has 30 days to approve or disapprove the description and map, and an additional 5 days to provide the district notice of the decision.
7. If the department disapproves the description and map, the department assists the district to correct the identified errors.
8. Once the district has corrected the errors, it resubmits the description and map, along with a new ordinance or resolution if necessary, to the department for approval or disapproval.
9. In order to have the boundary change effective for the upcoming tax year, the map and legal description approved by the department must have been submitted no later than March 31, and the resolution or ordinance enacting the boundary change must be final or effective no later than June 30.

(See the checklist included in this manual as Appendix C.)

## School district procedures

Along with the procedures mentioned above, school districts must file the "School District Boundary Change" form (see Appendix B) with the Department of Revenue and the county assessor. This form verifies that all

districts affected by the boundary change have been brought into the process.

See pages 10 and 11 for statutes, rules, and constitutional information.

## Requirements for legal descriptions and maps

### Legal descriptions

Keep the following in mind when preparing boundary change legal descriptions:

- The point-of-beginning of the legal description must be clear. The point-of-beginning is best described by bearing and distance from a section corner, a donation land claim (DLC) corner, or another well monumented corner.
- Bearings and distances must be given for each course around the boundary description except as noted below.
- Most deed references are inadequate as point-of-beginning or point-of-call for a boundary change description. If a deed reference is used as a point-of-call, include a copy of the deed. However, a description that consists solely of the landowner's deed or deeds is seldom adequate.
- **Taxlot numbers can't be used for the legal description.**
- If the area is large, the use of township, range and section numbers, and quarter-quarter sections is acceptable as a legal description.
- If a point-of-call is to a highway or county road, the description must state to which edge or to the centerline.
- If a point-of-call is to a river or stream, the description must state whether it's to the ordinary high water, ordinary low water, or the thread. The bearing requirement can be dismissed along rivers and streams.
- If the boundary change involves a whole county, then the description can refer to its statutory description. If it involves a city, the description must include an effective date.

Example: "All of Wallowa County as described in ORS 201.320. Except the City of Joseph effective July 1, 2019."

### Maps

ORS 308.225 requires you to use the map provided by either the assessor or the Department of Revenue. You may also download a map from the ORMAP site at [www.ormap.net](http://www.ormap.net). Maps from one of these sources have bearings and distances and most of the information necessary to correctly identify the area of the boundary change. Maps must show the township, range, section number and the point-of-beginning. The map must show the bearings and distances of the boundary change area and must exactly match the legal description. The boundary change area must be highlighted and information may be added to the map as necessary.



## Common errors

When reviewing the legal descriptions and maps of boundary changes, the Department of Revenue's Cadastral Information Systems Unit (CISU) sometimes encounters problems, which may delay or prevent approval of a boundary change. These problems include:

- The map scale is too small. The department has to read and follow the description on the map. If the scale is too small to follow the boundary or the information can't be seen, the boundary change will be disapproved.
- The map isn't highlighted to indicate the boundary changes. You must clearly highlight the area to be annexed or withdrawn.
- The map lacks bearings, distances, or other important information such as township, range, and section numbers.
- The map has transcription errors that prevent the map from matching the legal description.
- Either the legal description or map is missing. Both a legal description and an accurate map must be submitted.
- The legal description uses taxlot numbers. Taxlot numbers are not allowed in legal descriptions for the purposes of ORS 308.225.
- Boundary change documents are not filed with all the required agencies. If the district is located in more than one county, the documents filed with the Department of Revenue must also be filed with the county assessor in each of the counties.
- Orders, ordinances, or resolutions from the boundary authorities are missing. OAR 150-308-0355 requires that the order, ordinance, or resolution must be filed with the department along with the legal description and map.

## Key dates in the boundary change process

March 31: The legal description and map that is approved by the Department of Revenue must be filed by March 31. The ordinance or resolution enacting the boundary change must be final by that date or qualify as a "proposed boundary change."

June 30: If the legal description and map filed by March 31 is for a boundary change that is either subject to an election or not yet final, it may be a "proposed boundary change" [See ORS 308.225(5)]. Proposed boundary changes must be final or effective no later than June 30.

## Examples:

### Scenario 1

District C annexes territory effective May 31, 2019. District C filed its boundary change documents in final approved form with the Department of Revenue's CISU

and the county assessor by March 31, 2019, and obtained a notice of approval. The district's tax rate may be extended to the annexed territory, July 1, 2019, for the 2019–20 tax year.

### Scenario 2

District D's annexation isn't effective until July 21, 2019. Whether or not District D filed its boundary change with the department and the county assessor before March 31, the tax rate **won't** be extended to the annexed territory until the 2020–21 fiscal year. Because District D's annexation isn't final or effective by June 30, the district's filing with the Department of Revenue by March 31 isn't sufficient to allow the boundary change to be reflected on the 2019–2020 tax roll.

### Scenario 3

District E annexes territory effective May 31, 2019. District E filed its boundary changes in final approved form with the department and the county assessor on April 5, 2019. The district's tax rate won't be extended to the annexed territory until the 2020–21 fiscal year.

**Remember: Extending the tax rate of the annexing district to the annexed territory isn't automatic when the annexation is final.**

**AUTHORITY:** ORS 308.225 instructs the assessor to disregard any changes or proposed changes to the boundary lines of taxing districts for assessment and taxation purposes in the ensuing fiscal year if the change isn't filed in final approved form by March 31 with the county assessor and the Department of Revenue. **Remember: The March 31 date and the approval by the Department of Revenue only relates to the boundary change for assessment and taxation purposes. It doesn't affect or relate to filings for any other purpose.**

## Selected statutory boundary change authority by type of governmental unit

For boundary change procedures that apply to a specific type of taxing district, refer to the Oregon Revised Statutes for further reading. The following list isn't intended to be exhaustive.

### ORS 198—Special Districts

This chapter governs special districts in general. A general listing of those districts covered by the chapter are detailed in ORS 198.010. The chapter provides for formation of new districts, dissolution procedures, and boundary changes resulting from annexations, withdrawal of property, mergers, and consolidations. The definitions for each of these terms is provided in ORS 198.705 and additional districts are defined in ORS 198.710.

**ORS 199—Boundary Commissions**

This chapter allows for the creation of local boundary commissions. The chapter further describes the authority and jurisdiction of boundary commissions and requires them to establish procedures for boundary creation, dissolution, and changes in general.

**ORS 202—Counties**

This chapter provides for the establishment of new counties. Only the Oregon Legislature has authority to create a new county.

**ORS 222—Cities**

This chapter provides for boundary changes of cities through annexations, mergers, and consolidation procedures.

**ORS 330—School Districts**

This chapter provides for boundary changes and mergers of school districts.

**ORS 334—Educational Service Districts (ESDs)**

This chapter provides for boundary changes, including mergers, of educational service districts. The State Board of Education is the boundary board for ESDs.

**ORS 341—Community Colleges**

This chapter provides for boundary changes of community colleges. The State Board of Education is established as the boundary board. It addresses issues of elections, effective dates, and the division of assets and liabilities.

## Questions and answers

**Q. We have to file our boundary change maps and descriptions in final approved form with the Department of Revenue and the county assessor by March 31. What does “final approved form” mean?**

A. A legal description and an accurate map are filed in “final approved form” when the Department of Revenue can approve them with no amendments or corrections needed. That means that if you file the documents with the department on March 31, they will be timely and filed in “final approved form” if the department approves the legal description and map as they were submitted, with no corrections or changes necessary.

Other requirements to keep in mind:

- The boundary change must be approved by the governing body that has authority to approve the boundary changes for your type of district.

The appropriate boundary authority for the boundary change issues an order, ordinance, or resolution approving the boundary change. A copy of the order, ordinance, or resolution with the effective date must be submitted, along with the legal description and map of the change, to the Department of Revenue and the county assessor in final approved form by March 31. If your district is subject to more than one boundary authority (for example, if it extends into two counties), copies of the boundary change documents must be provided to each boundary authority.

- The boundary change legal description and maps must be prepared to the specifications of ORS 308.225 and OAR 150-308-0355. The statute and rule are included on page 11 of this manual.
- The effective date of the boundary change must be no later than June 30 in order for the boundary change to be reflected on the upcoming tax roll.

**Q. What is the difference between a proposed boundary change and a final boundary change?**

A. A “proposed” boundary change has been approved by the appropriate governing body through an order, ordinance, or resolution that isn't effective until after March 31, but it is certain to be final or effective sometime between April 1 and June 30; or alternatively, the boundary change is subject to an election that is to be held before June 30. For example, school district boundary changes are always effective on May 31. Another example is when a boundary change has to be submitted for voter approval at a May election.

A “final” boundary change is one that has been approved by the appropriate governing body and is legally effective by March 31.

**Q. What is a “preliminary review”?**

A. To assist taxing districts to meet the March 31 deadline, the department offers “preliminary review” of the legal description and map for a boundary change proposed by a taxing district. During the preliminary review process, CISU works with the district to correct any errors in the legal description or map so the district knows the documents will be approved when filed with the Department for final approval. Using the preliminary approval process can help a district ensure it will meet the March 31 deadline.

**Q. What level of detail is required in the legal descriptions?**

A. The requirements of a legal description are outlined in ORS 308.225(2)(b) and addressed in OAR 150-308-0355. A description already in existence from a previous boundary change may not meet the requirements under current law. Check the current requirements to make sure your description conforms. The CISU is available to help you understand the current requirements. Also, see page 5 for more information on legal descriptions.

**Q. What are some of the common errors found in boundary change documents?**

A. The most common errors are:

- Descriptions and maps that don't match.
- No map submitted.
- Descriptions are expressed in taxlot numbers.
- Boundary change documents are not filed with all the required agencies.
- Orders, ordinances, or resolutions from the boundary authorities are missing.

**Q. If errors are found during the review by the Department of Revenue, what are the consequences?**

A. Errors can be broken down into three types:

- **Typographical error**—An error such as a transposition, a word or number left out, or any other minor problem with the order, ordinance, or resolution, or the description that doesn't alter the intent or meaning of the boundary change. Most boundary changes with typographical errors are approved with a note on the approval slip requesting the error be corrected.
- **Minor error**—An error in the language of the order, ordinance, or resolution, or the description that can cause misinterpretation. This type of error generally leaves out critical information from the description,

or causes the description and map to not match. This type of error will cause rejection of the boundary change. Minor errors can be corrected. The Cadastral Information Systems Unit will let you know what corrective action is needed so that you can resubmit your corrected documents.

- **Major error**—An error in the boundary change such that the intent can't be determined. This type of error will cause rejection of the boundary change. The Cadastral Information Systems Unit will be unable to determine what corrective action is needed.

Remember, boundary change information that has to be corrected may require a correcting order, ordinance, or resolution from the appropriate boundary authority. The corrected documents must be filed with the required agencies.

**Q. Can boundary change documents be filed electronically with the Department of Revenue?**

- A. Yes, e-mail your documents to:  
boundary.changes@oregon.gov.

**Q. If a district's boundary change documents are not filed with the Department of Revenue and the county assessor by March 31, can the district impose its tax rate on the new territory?**

- A. No. The assessor can't change the district's boundaries for tax purposes when the boundary change documents aren't filed in final approved form by March 31.

**Q. Is there a way to receive an extension of time to file boundary changes beyond March 31?**

- A. No. The March 31 deadline is statutory and there is no provision for extending the deadline.

**Q. Is there a web site with boundary change information and forms?**

- A. Information regarding boundary changes is at: [www.oregon.gov/dor/property](http://www.oregon.gov/dor/property).

## Oregon Revised Statutes 308.225 (2017)

308.225 Boundary changes; procedure. (1) In preparing the assessment roll in any year, a county assessor shall disregard changes or proposed changes described in subsections (3), (4) and (5) of this section in the boundary lines of any taxing district levying ad valorem property taxes if the description and map showing changes or proposed changes are not filed in final approved form, in accordance with and at the time required by subsection (2) of this section.

(2)(a) If a boundary change is made or proposed, the person, governing body, officer, administrative agency or court that is or will be responsible for determining whether the boundary change is final shall file with the county assessor and the Department of Revenue the legal description of the change or proposed change and an accurate map showing the change or proposed change in final approved form, on or before March 31 of the assessment year to which the boundary change applies.

(b)(A) Except as otherwise provided in subparagraph (B) of this paragraph, the legal description of the boundary change must consist of a series of courses in which the first course starts at a point of beginning and the final course ends at the point of beginning. Each course must be identified by bearings and distances and, when available, refer to deed lines, deed corners and other monuments, or, in lieu of bearings and distances, be identified by reference to:

(i) Township, range, section or section subdivision lines of the United States Public Land Survey System.

(ii) Survey center line or right of way lines of public roads, streets or highways.

(iii) Ordinary high water or ordinary low water of tidal lands.

(iv) Right of way lines of railroads.

(v) Any line identified on the plat of any recorded subdivision defined in ORS 92.010.

(vi) Donation land claims.

(vii) Line of ordinary high water and line of ordinary low water of rivers and streams, as defined in ORS 274.005, or the thread of rivers and streams.

(B) In lieu of the requirements of subparagraph (A) of this paragraph, boundary change areas conforming to areas of the United States Public Land Survey System may be described by township, section, quarter-section or quarter-quarter section, or if the areas conform to subdivision lots and blocks, may be described by lot and block description.

(c) The county assessor or the department shall provide a map to the person, body, officer or agency making the filing within 14 days after the filing body notifies the assessor and department that a boundary change is being proposed. Upon receipt, the filing body shall accurately enter the boundary line on the map.

(d) The description and map must be filed in final approved form on or before March 31 of the assessment year to which the boundary change applies. Proposed changes must be certified to the county assessor and the department in the same manner as changes. If the taxing district is located in more than one county, the description and map shall be filed with the assessor in each county and with the department within the time provided in this subsection.

(3) For purposes of this section, boundary change means the change that occurs in the boundaries of a district by reason of:

(a) The formation of a new district;

(b) The consolidation or merger of two or more districts or parts thereof;

(c) The annexation of territory by a district;

(d) The withdrawal of territory from a district; or

(e) The dissolution of a district.

(4) For purposes of this section, the establishment of tax zones within a district constitutes a boundary change.

(5) For purposes of this section, a proposed change means a boundary change that has not become final or effective on or before March 31 and that:

(a) Is certain to become final or effective before July 1 of the same year; or

(b) Is subject to voter approval in an election held before July 1 of the same year and that becomes final or effective before July 1 of the same year.

(6) Each description and map filed under subsection (2) of this section shall be submitted to the Department of Revenue and approved or disapproved within 30 days of receipt.

(7) Within five days of its determination, the Department of Revenue shall provide notice of its approval or disapproval under subsection (6) of this section to each county assessor with whom a filing has been made and to the filing body. If the description or map is disapproved, the department shall explain what steps must be taken to correct the description or map, and shall cooperate with the filing body in helping it meet the requirements of this section, and whenever possible, the filing deadline of March 31. Corrected descriptions and maps must then be resubmitted to the department, and approved, and filed with the assessor or assessors.

(8) The filing of the description and map under this section is for assessment and taxation purposes only and does not affect or relate to filing for any other purpose. [Amended by 1965 c.411 §1; 1969 c.151 §1; 1973 c.501 §1; 1975 c.595 §1; 1981 c.804 §38; 1983 c.426 §1; 1991 c.459 §94; 1997 c.541 §157; 2001 c.246 §11; 2001 c.553 §8; 2010 c.29 §1; 2011 c.204 §1]

## Oregon Constitution, Article XI, Section 11

There is information regarding ad valorem property taxes in the Oregon Constitution, available on

the Oregon Legislature's website at: [www.oregonlegislature.gov/bills\\_laws/Pages/OrConst.aspx](http://www.oregonlegislature.gov/bills_laws/Pages/OrConst.aspx)

### Oregon Administrative Rule 150-308-0350

#### Filing requirements for certain delayed annexations by cities

(1) This rule applies to delayed annexations by cities allowed under ORS 222.750. In these annexations, all nonresidential zoned property and all residentially zoned property in nonresidential use become annexed immediately, while all properties zoned for and in residential use are annexed on a delayed basis, with the length of the delay specified by the ordinance or resolution. Properties subject to delay are annexed immediately upon transfer of ownership.

(2) For purposes of ad valorem taxation, the requirements for notification can be found in ORS 308.225, and the procedure is as follows:

(a) During initial submission of a code boundary change request for annexation of unincorporated territory subject to delayed annexation under ORS 222.750, the map and legal description must at a minimum describe the initially annexed properties. If describing the entire exterior boundary of the

annexation in the initial submission, any areas subject to delayed annexation must be clearly excepted by separately describing the areas and noting them on the filed map.

(b) A code boundary change request must be submitted for any property subject to delayed annexation that becomes part of the city before the end of its delay period due to transfer of ownership.

(c) If not described in a previous submission, a code boundary change request must be submitted for any remaining properties at the conclusion of their delay.

Stat. Auth.: ORS 305.100

Stats. Implemented: ORS 308.225

Hist.: REV 11-2010, f. 7-23-10, cert. ef. 7-31-10; Renumbered from 150-308.225, REV 57-2016, f. 8-13-16, cert. ef. 9-1-16

### Oregon Administrative Rule 150-308-0355

#### Filing requirements for boundary changes

(1) A legal description and an accurate map are filed in "final approved form" when the Department of Revenue can approve them with no amendments or corrections needed.

(2) The legal description submitted to the department must comply with the requirements set out in ORS 308.225(2)(b) and the following:

(a) The point-of-beginning of the legal description must be clear. The point-of-beginning is best described by bearing and distance from a section corner, a donation land claim (DLC) corner, or another well-monumented corner.

(b) Bearings and distances must be given for each course around the boundary description unless the description uses the alternatives in ORS 308.225(2)(b)(A)(i) through (vi) or those in ORS 308.225(2)(b)(B).

(c) If a deed reference is used as a point-of-call, a copy of the deed must also be submitted. The description must be consistent with or derived from the most recently recorded deed(s) for the affected property.

(d) Tax lot numbers cannot be used for the legal description.

(e) If the area is large, township, range and section numbers, and quarter-quarter sections may be used in the legal description.

(f) If a point-of-call is to a highway or county road, the description must state to which edge or to the centerline.

(g) If a point-of-call is to a river or stream, the description must state whether it is on the mean high water, mean low water, thread, ordinary high water, or ordinary low water

line. The bearing requirement can be dismissed along rivers and streams.

(h) If the boundary change involves a whole county, then the description can refer to its statutory description. Example: "All of Wallowa County as described in ORS 201.320."

(3) The map required by ORS 308.225(2) must comply with the following:

(a) The base map(s) used must either be provided by the Department of Revenue or the county assessor, or downloaded from ORMAP.

(b) The map submitted by the taxing district must contain sufficient information to allow confirmation that the map is a true and correct representation of the legal description.

(c) If a deed reference is used as a point-of-call in the legal description, the deed number must be included on the map.

(4) A person, governing body, officer, administrative agency, or court that files a legal description and map for approval by the Department of Revenue must submit with them a copy of the ordinance, order, or resolution approving the boundary change, or other documentation, that shows the effective date of the boundary change.

Statutory/Other Authority: ORS 305.100

Statutes/Other Implemented: ORS 308.225

History: REV 32-2018, adopt filed 12/31/2018, effective 01/01/2019



## Appendix A

# Boundary Change Notice from Taxing District

Boundary change packets must be received in final approved form by the **Department of Revenue** and the **County Assessor(s)** by March 31.

For Department of Revenue use only		
Prepared by	File number	
Date received	Date approved	Date disapproved
Notes		

Request for:  Preliminary approval  Final approval      Date submitted: \_\_\_\_\_

District name			
Mailing address	City	State	ZIP
County name	Second county name (if applicable)		
Contact person	Second contact person (if applicable)		
Phone	Email		
Ordinance/resolution/order	Planning file number		
Election date	Effective date		

Notes

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**Boundary action:**

- Boundary change     Proposed boundary change (effective after Mar. 31 or requires election)     Delayed annexation

**The change is for:**

- Formation of a new district
- Annexation of territory to a district
- Withdrawal of territory from a district
- Dissolution of a district
- Transfer
- Merger or consolidation
- Establishment of tax zone

**Documents required for final review:**

- Ordinance / resolution / order
- Map of boundary change
- Legal description of boundary change
- School district boundary change form (must be included with school district boundary changes)
- Other supporting documents—List:

<b>Email submission to:</b> boundary.changes@oregon.gov	<b>Or Send to:</b> Oregon Department of Revenue Cadastral Information Systems Unit PO Box 14380 Salem OR 97309-5075	<b>Contact us:</b> boundary.changes@oregon.gov Fax: (503) 945-8737
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# Appendix B

## School District Boundary Change

### Special instructions:

1. The final order is to be filed in compliance with ORS 308.225 and OAR 150-308-0355.
2. The order isn't final until after the 20-day remonstrance period has expired and shall not be filed until after that date. If a remonstrance is filed, the order won't be deemed final.
3. A copy of the Boundary Board minutes, the legal description of the area involved, and an accurate map with the affected properties outlined on it must be attached to this form, along with a completed copy of the *Boundary Change Notice from a Taxing District*, 150-504-407.
4. Provide a copy of this form and the above documents to your County Assessor's Office.

Before the Boundary Board of \_\_\_\_\_ County

In the matter of transferring property  
 from \_\_\_\_\_ School District No. \_\_\_\_\_  
 and \_\_\_\_\_ School District No. \_\_\_\_\_  
 to \_\_\_\_\_ School District No. \_\_\_\_\_  
 and \_\_\_\_\_ School District No. \_\_\_\_\_

Final order number  
 or  
 Department of Revenue  
 number \_\_\_\_\_

Whereas a petition/resolution was filed \_\_\_\_\_, 20\_\_\_\_, to consider transfer/merger of the following property  
 from \_\_\_\_\_ School District No. \_\_\_\_\_ and \_\_\_\_\_ School District No. \_\_\_\_\_,  
 to \_\_\_\_\_ School District No. \_\_\_\_\_ and \_\_\_\_\_ School District No. \_\_\_\_\_.

(Property described here per requirements of ORS 308.225.) If you need more space, use the back of this form or attach additional page(s).

All assets and liabilities of the school districts involved in the boundary change have been equitably divided in accordance with ORS 330.123.

The property involved in the boundary change  **will continue**  **won't continue** to be responsible for bonded indebtedness of the district from which they are being withdrawn.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (If a joint district)

Attested \_\_\_\_\_  
 Clerk, \_\_\_\_\_ County Boundary Board

Attested \_\_\_\_\_  
 Clerk, \_\_\_\_\_ County Boundary Board

Attested \_\_\_\_\_  
 Superintendent, School District No. \_\_\_\_\_

Attested \_\_\_\_\_  
 Superintendent, School District No. \_\_\_\_\_

Attested \_\_\_\_\_  
 Superintendent, School District No. \_\_\_\_\_

Attested \_\_\_\_\_  
 Superintendent, School District No. \_\_\_\_\_

## Appendix C

### Boundary Change Checklist

**Deadline to submit final documents is March 31**

- Governing body proposes a boundary change.
- Notify Department of Revenue and assessor of pending change [ORS 308.225(2)(c)].
- Within 14 days, receive map from Department of Revenue and/or assessor [ORS 308.225(2)(c)], or download from ORMAP at [www.ormap.net](http://www.ormap.net). (OAR 150-308-0355). Include *Boundary Change Notice from Taxing District*, 150-504-407.

**Preliminary approval** (Optional, but recommended).

- Use proposed legal description to enter the new boundary line on the map provided [ORS 308.225(2)(c)] and (OAR 150-308-0355).

**Legal description must include:**

- A series of courses in which the first course starts at a point-of-beginning and the final course ends at the point-of-beginning. The point-of-beginning must be clear, and is best described by bearing and distance from a section corner, a donation land claim (DLC) corner, or another well-monumented corner;
- Each course must be identified by bearings and distances;
- When available, refer to deed lines, deed corners and other monuments. If a deed is referenced, submit a copy of the deed. The description must be consistent with or derived from the most recently recorded deed(s) for the affected property;
- In lieu of bearings and distances, the description can make reference to:
  - Township, range, section or section subdivision lines of the United States Public Land Survey System;
  - Survey center line or right of way lines of public roads, streets or highways;
  - Ordinary high water or ordinary low water of tidal lands;
  - Right of way lines of railroads;
  - Any line identified on the plat of any recorded subdivision defined in ORS 92.010;
  - Donation land claims;
  - Line of ordinary high water or line of ordinary low water of rivers and streams, as defined in ORS 274.005, or the thread of rivers and streams; or
  - Township, section, quarter-section or quarter-quarter section, or if the areas conform to subdivision lots and blocks, by reference to lot and block description.
- Taxlot numbers can't be used for the legal description.
- If the boundary change involves a whole county, it can refer to its statutory description. Example: "All of Wallowa County as described in ORS 201.320."

**Map must:**

- Be provided by Department of Revenue/county assessor/downloaded from ORMAP;
- Include the deed number of any deeds used as points-of-call in the legal description;
- Have the boundaries from the legal description highlighted on it;
- Be an accurate representation of the legal description submitted (map and legal description must match).

- Send the legal description and completed map to the assessor and to Department of Revenue [ORS 308.225(2)(a)] for preliminary approval. Email to [boundary.changes@oregon.gov](mailto:boundary.changes@oregon.gov).
- Within 30 days, Department of Revenue approves or disapproves legal and map and notifies with 5 days [ORS 308.225(6), 308.225(7)].
- Work with Department of Revenue to resolve any problems [ORS 308.225(7)].
- Resubmit legal and map until it is approved by Department of Revenue [ORS 308.225(7)].

**Final approval (Required)**

- Finalize ordinance or resolution authorizing the boundary change.  
Use approved legal description and map (see above for requirements) for the order, resolution, or ordinance establishing the boundary change.
- Meet to formally approve order, resolution, or ordinance with corrected legal and map.
- Submit order, resolution, or ordinance with accurate legal description and accurate map to Department of Revenue and the assessor no later than March 31. (ORS 308.225(2)(a))
- Deadline to submit for final approval is March 31** if you want changes to be reflected on the upcoming tax roll. That means Department of Revenue must be able to approve them with no amendments or corrections needed after March 31.

## **Inter-Governmental Agreement**

This Agreement made between parties,  
City of Union and Union Rural Fire Protection District.  
Agreement for Fire Protection Services.

WHEREAS, the City of Union (hereafter "City"), acting under the authority of the City Charter, desires to contract for fire services with Union Rural Fire Protection District (hereafter "District") within the City, and;

WHEREAS, the District has the capacity and desires to provide such services on a contractual basis to the City, and;

WHEREAS, the parties desire to use a short-term contract for services until such time as the annexation process has been completed to include needed boundary changes, and;

WHEREAS, the parties wish to reduce their agreements to writing.

NOW THEREFORE, under the contractual authority of ORS Chapter 190, it is agreed between the parties

hereto as follows:

### **Term**

The term of this Agreement shall be for a period of 9 months commencing on September 1, 2024, and terminating on June 30, 2025.

### **Scope of Services**

The District shall provide the following services to the City:

1) Provide fire protection services throughout the City in a manner consistent with this Agreement. Under this condition, the territory within the city shall be served as an

integrated territory within the District, not as an independent, autonomous or segregated territory. Accordingly, if temporary demands for services exceed the District's capacity, the

District may use its mutual aid agreements as necessary to supplement the District's personnel, apparatus and equipment.

- 2) Use due diligence to maintain continuous and uninterrupted fire protection and emergency services. Under no circumstances is the District liable to the City for an interruption of failure of service due to acts of God, unavoidable accident, or circumstances beyond the control of the District.
- 3) Be responsible for the supervision and training of all fire personnel.
- 4) Respond to fires within the City.
- 5) Review and propose fire codes and ordinances for adoption within the City.
- 6) Enforce applicable codes, ordinances, fire permits, regulations and statutes.
- 7) Maintain, for the City,
  - a. Accurate records of activities, as may be required by the Insurance Services Office and the Oregon State Fire Marshal.
- 8) Participate in mutual aid agreements with all fire protection providers who are contiguous with the City and establish and maintain automatic aid agreements in areas in which service might be improved by such agreements.
- 9) Coordinate activities with the City. Such activities shall include, but not be limited to emergency management, fire water supply and hydrant training & maintenance.
- 10) Participate in community events as appropriate.

The City shall:

- 1) Have a representative at the District's regular meetings.
- 2) Notify the District of new or revised Ordinances for adoption within the City.
- 3) Maintain the fire hydrants within the City limits.
- 4) Maintain the City's water system.
- 5) Inform the District Fire Chief of fire hydrants that are temporarily not in working order.
- 6) Provide the required Backflow Preventers (2 ½" and 5") (to be housed with the Fire District)

### **Compensation**

In consideration for the services to be provided by the District, and the other terms and conditions of this agreement, the City agrees to pay the sum of \$5 per month for each residential and business unit as billed for water and sewer within the city limits beginning September 1, 2024, and continuing until the termination of this agreement.

**Hold Harmless**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260

to 30.300, the District shall hold harmless and indemnify the City, its directors, employees and volunteer agents against any and all claims, damages, losses and expenses (including all attorney fees and costs), arising out of or resulting from the District's performance of this Agreement where the loss and claim is attributable to the acts or omissions of the District.

This agreement is subject to any applicable constitutional and City Charter taxing or debt limitations and is contingent upon the City appropriating funds.

This instrument contains the entire agreement of the parties on the subjects enumerated herein. An addition to or modification of the provisions of this Agreement shall not be effective unless it is in writing and acknowledged by the authorized signature of each party.

Approved:

Attest:

\_\_\_\_\_

MAYOR

\_\_\_\_\_

City Administrator



# Memorandum

**Subject:** Financial Audit  
**Meeting:**  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:**

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## **BACKGROUND INFORMATION:**

At the July 8th 2024 council meeting, council approved the audit engagement letter in the amount of \$15,400 for the fiscal year 2023-2024 which was a 5.1% increase of approximately \$750. Upon the commencement of file sharing, the auditors saw that the city will require a single audit for the 2023-2024 fiscal year as the city had federal expenditures of over \$750,000 for the COVID monies it received. A single audit requires additional testing and reporting and has been added to the attached engagement letter with an additional cost of \$2,100 for a total cost of \$17,500. The amount budgeted was \$16,906 and would have allowed for an increase of about \$2,250. This new amount is \$594 over the original budgeted amount though can be accommodated with other Materials and Services budgeted amounts.

## **ATTACHED:**

[Audit Engagement Letter 2023 - Mod Cash - City of Union - Single Audit](#)

July 29, 2024

Board of Directors and Management  
City of Union, Oregon  
342 S. Main Street  
PO Box 529  
Union, OR 97883

We are pleased to confirm our understanding of the services we are to provide for City of Union, Oregon for the year ended June 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of City of Union, Oregon as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Union, Oregon's basic financial statements. The modified cash basis of accounting does not require these schedules and disclosures. Such information, although not a part of the basic financial statements, will be presented as other information (OI). As part of our engagement, we will apply certain limited procedures to City of Union, Oregon's OI in accordance with auditing standards generally accepted in the United States of America (GAAS).

We have also been engaged to report on supplementary information other than OI that accompanies City of Union, Oregon's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards
- 2) Budgetary Comparison Schedules
- 3) Combining Statements
- 4) Other Financial Schedules Required by Oregon Minimum Standards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. It is understood that the auditor will be provided the final version of all documents comprising the annual report, including other information, prior to the date of the auditor's report so that required audit procedures can be completed prior to the issuance of the auditor's report. If obtaining the final version of these documents is not possible prior to the date of the auditor's report, the documents will be provided as soon as practicable, and the entity will not issue the annual report prior to providing them to the auditor.

- 1) Introductory Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit

conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.



Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Risk of management override of controls
- Improper revenue recognition due to fraud
- Possible unrecorded or errors within long-term liabilities
- Pressure to misclassify expenditures in order to comply with local budget law
- Payroll expense is significant, misclassification could have a material effect
- Possibility of capital assets being omitted from the assets listing, classified as repairs and maintenance, and/or misappropriated
- Cash is being collected by various people
- Large complex transactions are processed throughout the year

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Union, Oregon's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Union, Oregon's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of

City of Union, Oregon  
Page 4 of 8

these procedures will be to express an opinion on City of Union, Oregon's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, related notes, and the depreciation schedule of City of Union, Oregon in conformity with the modified cash basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and the depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the nonaudit services listed above, and any other nonaudit services we provide. You will be required to acknowledge these nonaudit in the management representation letter and that you have reviewed, approved, and accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with modified cash basis of accounting; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and promptly follow up and take corrective action on reported audit findings.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City Council and management; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Connected Professional Accountants, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of Oregon or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Connected Professional Accountants, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Oregon an oversight agency for audit, or a pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Yvonne Roberts is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in August 2024.

Our fee for these services will be \$17,500. These fees are contingent on the City not adding any new services, and no new accounting or auditing standards that increase audit effort. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to City Council of City of Union, Oregon. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance

City of Union, Oregon  
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with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Union, Oregon and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Connected Professional Accountants, LLC

Yvonne Roberts, CPA  
Owner/Member

RESPONSE:

This letter correctly sets forth the understanding of City of Union, Oregon.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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



**Report on the Firm's System of Quality Control**

To the Members of  
Connected Professional Accountants, LLC  
and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Connected Professional Accountants, LLC (the firm) in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's the system of quality control based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Connected Professional Accountants, LLC in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Connected Professional Accountants, LLC has received a peer review rating of pass.

THE RBH Group, LLC

May 19, 2022



# MINUTES

## City Council Meeting

7:00 PM - Monday, July 8, 2024

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

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

**Mayor:**

Hawkins

**Councilors:**

Farmer, Cox, Black, Blackburn, Middleton, and Boyer-Davis

The City Council of the City of Union was called to order on July 8th, at 7:17 PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

**PRESENT:** Susan Hawkins, Tim Cox, Anita Boyer-Davis, Dick Middleton, John Black and Jay Blackburn

**ABSENT WITH  
CONSENT:**

**ABSENT  
WITHOUT  
CONSENT:** John Farmer

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

### 3. OLD BUSINESS:

Public comment is welcome on each subject addressed under the public comment rules stated below.

a) College Street Bridge

Mayor Hawkins thanked Dave Wildman for the presentation. Councilor Cox said that over the last year, he has spent about 15 of his lunch hours making phone calls, going out to talk with people, calling different funding agencies, trying to find money to do this and the one that he was able to get ahold of said they don't do that stuff. Councilor Cox doesn't see other funding options. The other funding options that there is but he doesn't want to put on the table would be something like a street tax like La Grande does. He doesn't see another way forward to get the designs that the citizens are asking for without moving forward with the ODOT grant. He doesn't see people coming to the table with an open mind and listening to what the council is saying. The engineer

presented the different options and each of those options would cost more than the match the city would need to provide. Mayor Hawkins said that it is a small section of union. To put a street tax on everybody in union in order to take care of a few houses on one side seems lopsided. Councilor Middleton said that when you put a tax on the citizens to pay for that bridge, when there are many gravel roads in town that need paved doesn't seem right. Councilor Blackburn discussed that it was a former council that applied for the grant back in 2017 and so the current council were a bit blindsided by it. Council has learned about this project over time. Council is coming with an open mind, trying to figure it out working through things and trying to find the best case scenario and a lot of people are getting really worked up about it and we don't need to. Council is just trying to figure out an answer that's best for everybody. The city has the opportunity to use grant funds from ODOT and we can go with that and then it gets done. Otherwise, the city doesn't have money. The City of Union has one of the lowest permanent tax rates in the State of Oregon. The other option is that eventually the city would have to close that bridge. Councilor Blackburn doesn't think that is a bad option, it is just a reality where the city either has to close the bridge, or use this grant money. There is no good option. A citizen brought up in a prior meeting to just fix these small things and the bridge is fine but it is not. The bridge will eventually have to be condemned. Right now the bridge is being used for things that it should be used for which is a liability. Councilor Blackburn wants to make sure we get information out to everybody that they understand these options and that council is trying to do the best they can for everybody but this bridge affects very few people and it has taken a lot of time and there are other things that need taken care of that affect a lot of the residents in the city. There are a lot of mixed messages and confusion. Administrator wanted to clarify that though it is a city bridge, the state accepts some responsibility for liability if something happens while we are abiding by what the bridge inspection report says. If the report says that certain things need done so that people don't get hurt if something happens and we don't abide by that and correct those things, then it is on us because we have not corrected the things that the bridge inspection report says needs corrected. Mayor Hawkins said there are rules and regulations which the city must follow on what it can and can't do with the bridge. If we could just slap up a bridge that would be great but we can't. Councilor Middleton said that Administrator Tate has gone out and talked to a lot of the residents in that neighborhood and let them know that council is trying to come up with the best options possible. The city is making all efforts to inform the public and we are doing our due diligence. Councilor Middleton thinks the city should get ODOT to a meeting to talk about what can be done. Councilor Middleton likes the sketch with the curved bridge. He would like to see it go back a little further to try to cut down some costs or get an easier grade. Administrator Tate discussed that ODOT representative Michelle Owen offered to be at the meeting, but Tate wanted to get some of the initial questions answered so that the focus was not necessarily just on saving money, but what Anderson and Perry was bringing forth in regards to the condition of the existing bridge, what needs to be done with the different options and not have the focus just be on ODOT, but Michelle Owen is more than willing to come to a meeting. Councilor Middleton would like



to hear from the engineers on what they can do, and what the best option is, what is the cheapest option? Is it a culvert? Administrator Tate said that would be part of the design phase. Councilor Cox said that the resolution that the citizens put together states to move forward with the ODOT funding and get designs that be looked at and then make a decision and he thinks that is the right path. Mayor Hawkins and Councilor Blackburn expressed that something different was heard tonight. There was discussion on parts of the resolution that contradict each other. Councilor Cox said that he wants to consider something in plain English that says let's move forward with ODOT funding. Councilor Middleton said it is Administrator Tate's job to formulate resolutions. Councilor Boyer-Davis and Middleton and Mayor Hawkins expressed appreciation for the input from residents and also the hours put in by Tate to notify each resident for the last meeting, sending out letters and making sure everyone received the letters. Tate thanked Laura and Krista in City Hall with calling folks that she did not hear back from to make sure they were aware of tonight's meeting. Councilor Middleton said the city has connected with residents every possible way to let them know of the meetings. Mayor Hawkins asked for direction that the council wants to give to Celeste on what they want to see as the next step. Council would like to see ODOT at the next meeting. Also to see what can be done to ensure city involvement in the process and also to speak with ODOT about the extension of time on funding and to keep that option open. Tate clarified that if a decision is not made until August, that the funding would need to be pushed to the 2025 with the earliest being October 2024 that funding is available. Tate will send the contract to Paige to see whether an addendum to the contract can be made to allow more involvement from City Council. Tate will reach out to Michelle Owen to ask her to be at the next meeting. Then possible at the August council meeting would be when council would consider a Resolution to accept the contract. Mr. Wildman clarified that the ownership of the bridge is the city of union. The State does inspections as a service to communities in Oregon for bridges that meet a criteria on load rating and some other things and this bridge meets that criteria. The state makes recommendation in those inspections. What the city does with those is what the city chooses. That is why previous council chose to apply for this grant funding. Mr. Wildman recommended that city staff meet with Michelle Owen before the next meeting to go over with her some of the concerns that have been expressed so that she is able to be prepared. Councilor Cox asked Mr. Wildman if there were other funding sources. There is the state gas tax that the city receives a portion of, and the State Transportation Improvement Program (STIP) which is where part of this grant funding comes from. Councilor Middleton asked if Mr. Wildman was able to explain the rules with eminent domain? Mr. Wildman said no, that council would need to talk to an attorney. Councilor Middleton said that the way he understands it, is that you take it to benefit the majority of citizens. There is only a handful of citizens there in that neighborhood. He doesn't think they would have a problem with taking a little of their property instead of what was presented to begin with. There have also been a lot of comments about being able to see around that corner. He is not speaking for the citizens but that is what he is thinking. There is one citizen that says the city could take out the whole fence if they wanted.

Councilor Middleton said he doesn't like eminent domain. Councilor Cox said he thinks the whole council is against that. Councilor Middleton thinks that you should be able to talk to somebody and reason with them and compensate them for the portion of property needed. Mayor Hawkins thanks Mr. Wildman and Ms. Liesl for the presentation.

b) Ballot Measure 31-120

Administrator Tate said that in reading through the Charter, it states that the results of each election shall be entered in the Journal of the Council so this resolution is to accept the May 21st election results as certified. Resolution 2024-13 was read through. Councilor Middleton made a motion to accept Resolution 2024-13 to accept the May 21st results as certified. Councilor Blackburn seconded the motion. The motion passed unanimously.

c) City of Union Park Master Plan

Councilor Cox discussed that at the June 24th 2024 work session the architect that was hired by main street presented the a proposed Parks Master Plan. The architect went through the process that was undertaken to develop the different options. The architect said that the city did a great job getting a lot of responses back from citizens. They said they don't normally see that level of response in even bigger cities. Councilor Cox and Mayor Hawkins said that the Main Street group did a great job and getting folks involved and getting responses and they thanked the Main Street for putting in a lot of work for that. Now council is looking at adopting the proposed Parks Master Plan in order to go after funding to get a full design. The master plan is an example of what the city could do. Future councils could change it but in order to get grant funding the city needs a master plan. The city doesn't have to do all of phase one at once or all of phase two at once. Before the city can even get to that point there needs to be a design. There are two resolutions presented. The first one is to accept the master plan as it was presented at the work session. The second resolution is if someone has something specific that they want to revise. There was a discussion amongst council members on things that they liked and didn't like. Administrator Tate discussed wanting to get a decision tonight whether it is the master plan as presented or with revisions, so that we can move forward with whatever the master plan is, which also can be revised in the future. Councilor Blackburn made a motion to accept Resolution 2024-11 to accept the Park Master Plan as presented to inform the city's park planning efforts. Councilor Black seconded. Resolution 2024-11 was read through. Motion passed with 4 yes votes and 1 no vote. Councilors Blackburn, Black, Cox and Boyer-Davis voting yes and councilor Middleton voting no.

**4. NEW BUSINESS:**

Public comment is welcome on each subject addressed under the public comment rules stated below.

a) Financial Audit FY 2023-2024

Mayor Hawkins discussed the engagement letter for the annual financial audit which does have an increase in cost of 5.1%. The annual financial audit is a requirement for the city. Councilor Blackburn asked what the budget was for next year. Administrator Tate said she doesn't know precisely right now but that she is sure she put in more than a 6% increase which amounts to an increase in cost of just under \$750. She also discussed other municipalities who have auditors secured are keeping them and not necessarily going out for bid and if you do, you may not get any responses because those auditors that are doing either K-12 audits or municipal auditors aren't necessarily taking new clients unless you are a big 4 accounting firm and they are charging upwards of a 20% increase in cost. Administrator Tate said that because it is over \$15,000 the council should be approving it and also that the auditors are the council's eyes on the books to make sure things are being done correctly. Councilor Blackburn made a motion to approve the cost of \$15,400 for financial auditors Connected Professional Accountants out of La Grande. Councilor Boyer-Davis seconded the motion. Motion passed unanimously.

b) LOC Legal Advice Program

Mayor Hawkins discussed the LOC Legal Advice Program of 15 hours of legal advice. Resolution 2024-14 was read through. Councilor Cox made a motion to accept Resolution 2024-14 authorizing the city's participation in the League of Oregon Cities legal advice program providing limited free legal advice to Oregon cities located in LOC's regions 11 and 12 - Eastern Oregon. Councilor Middleton seconded the motion. Motion passed unanimously.

c) Fire and EMS Annexation Status

Administrator Tate discussed the status of the annexation. The ballot measure was successful and the election passed and approved the annexation of the City of Union Fire and EMS into the Union Rural Fire Protection District. During the process of working with the Rural Fire Protection District, they were notified that in order for the annexation process to be completed, there is a form that needs to be approved by the Department of Revenue prior to, or by the end of March in order to have the tax assessor assess property tax on properties for that tax year. Tate's understanding was that Council had been told back back in 2023 or before, that if it was called an annexation, no boundary change would need to occur. If it was a merger, then you would have to do a new boundary. So everyone was operating on the knowledge or supposed knowledge that no boundary change would need to occur. However, the Department of Revenue has a booklet that is in the packet that talks about when a boundary change occurs and both annexations and mergers are mentioned. Tate spoke with Doug Wiggins the prior administrator and he remembers having a couple of individuals come out and though I have spoken with the one individual that people can remember their name, nobody recalls the name of the second individual. Tate has looked through all computer files and paper files to no avail. Tate's suggestion is to put a public notice out to come to the council meeting in August and for Council to discuss re-implementing the \$10 user fee, because the \$16 user fee was if the annexation

ballot measure was not successful. Which the annexation ballot measure was successful, but the URFPD will not receive any property taxes until the 2025-2026 property tax year. So the property tax year that started July 1st 2024 and end June 30th of 2025, URFPD will not receive any property taxes and residents will not be accessed any property taxes from URFPD on that tax bill. So they need some sort of funding to be able to continue to operate. We knew we were going to need to do an MOU for the EMS side because the city has the certifications, but we assumed that they would have the funding, not us having the funding. Tate suggests re-starting the Fire EMS user fee of \$10 for the period September 1st 2024-June 30th 2025. The Fire and EMS will still lose some funding as there was no user fee accessed in July or August. Administrator Tate does not see any way around this as she would not feel good about accessing the fee in July or August because the city said it was going away in July. However the city also said the annexation would be complete at the end of June which it is not because the boundary change is not complete. Tate re-iterated that residents will not be paying it in November on their property taxes. Mayor Hawkins agreed that residents property taxes will not be increased for an assessment for the URFPD. Councilor Blackburn discussed needing to make sure folks understand that with just the \$10 fee, the URFPD will be operating on bare bones this year. There was a discussion on turning over the fund balance and URFPD needing to use some monies for operating until they receive property taxes the following December from property taxes. Administrator Tate discussed the checklist on the boundary change from the Department of Revenue and needing to allow plenty of time for a back and forth process and still have it approved by the end of March.

## **5. CONSENT AGENDA:**

Councilor Middleton made a motion to approve the consent agenda as presented. Councilor Cox seconded. Motion carried unanimously.

### **5.1. BUSINESS/SPECIAL MEETING MINUTES**

5.1.1. June 10th, 2024 City Council Meeting

### **5.2. WORK SESSION MINUTES**

5.2.1. June 10th, 2024 Work Session

5.2.2. June 24th, 2024 Work Session

### **5.3. INFORMATION REPORTS**

5.3.1. Office Manager

5.3.2. Library Monthly Report

5.3.3. Sheriff's Monthly Report

Officer Witty went over the report from June. In the last couple of weeks he has taken several direct reports of trespassing going on in the area of Arch and 5th Street. He wanted to encourage people to call in and

report if they see somebody on a property that they know shouldn't be there. He has a good idea of where it is coming from but he would like to encourage everybody to report it. He also wanted to express appreciation that for the 4th of July celebration, everybody followed the rules and was patient. There was a bit of chaos with the traffic but everybody was great. Councilor Cox asked about taking a picture and whether to post it on Facebook or send to him directly. Officer Witty said that if you post it on the Facebook Union neighborhood watch page he will most likely see it or you can just contact him directly or at City Hall.

#### 5.3.4. Animal Officer Monthly Report

### 6. CITY COUNCIL WORKING COMMITTEE UPDATES:

#### a) Water Sewer Committee

Councilor Cox asked about an update on the chip seal project on the road that needs repairs done to underground wastewater. Administrator Tate said that public works put a camera down and took pictures and video. Dave Wildman suggested delaying chip sealing that road until those repairs are done. The city will move forward on chip sealing another road and making the repairs to this underground wastewater line before chip sealing. Tate also discussed the list of projects that were reviewed and removed the ones that have been completed and then revised costs will be compiled for the projects that still need completed. There will be another meeting in about a week and a half.

#### b) Charter Committee

Mayor Hawkins and Councilor Boyer-Davis said they are almost complete on reviewing the charter and compiling suggested changes. They will have the lawyer review it before bringing the suggestions forward. Councilor Cox asked about putting the updates in the monthly newsletter. Administrator Tate said there were some updates that were put in the newsletter prior and that she could get together with the Charter group to get the other updates that will be proposed in the future.

#### c) Zoning Committee

The zoning committee is meeting on Wednesday the 10th at 6PM.

#### d) Trails Committee

Councilor Blackburn said there has not been another meeting but that they are still moving on some things as far as signage and some trails that they might do in the future and uniform signage.

#### e) Library Committee

Councilor Boyer-Davis said the Friends of the Library and library committee are meeting next week so will have an update after that.

#### f) Buffalo Flat Project

Mayor Davis discussed the update that was included in the packet. There was a discussion on the two projects being combined in the description. Councilor Blackburn said that they are saying on Little Creek they are almost done and on Catherine Creek not. There was a discussion on the confusion of the completion level. Administrator Tate will talk to Aaron about the confusion on the update. Administrator Tate said that she spoke with Paige about the Buffalo Flats and she will be talking to her more about that so that if there are grave concerns about the flood plain and things of that nature, those concerns should be taken to the state prior to any permitting that would occur. Councilor Middleton said he was told they did have a permit. Administrator Tate said that the update says that permitting will take place from June 30th to October 1st. Middleton discussed a flood study or FEMA study needing completion. Councilor Boyer-Davis discussed the work being done on Bryan Street bridge and First Street bridge. Administrator Tate said they are not working on the bridge itself but on the fish passage. They are calling it LC5 and LC6 fish passages. Councilor Cox discussed the ditches and those ditches not being Little Creek. Administrator Tate discussed that even though the work is not being done on Little Creek currently, there is still a lot of interest on Little Creek because of the work that is being done on LC5 and LC6 and trying to improve fish passages which does affect the College Street Bridge because the focus on improving fish passages. Councilor Middleton discussed the issue of fish not being able to get past the bridge on Godley Road. Mayor Hawkins said there is a section where there is no passage of fish and they are fixing that.

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

- a) Public Works Report
- b) Wastewater Monthly Report
- c) City Administrator Report

Mayor Hawkins thanked Celeste for what she is doing.

**8. PUBLIC COMMENT**

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

*Public comment rules:*

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

- a) Mr. Shane Rollins came forward to discuss his candidacy and that Bill Miller is going to be his undersheriff. He discussed the services that he would like to provide if elected. There was discussions on what an undersheriff does.
- b) Councilor Blackburn would like to discuss a dog park in the city as several folks have brought that up to him. Councilor Boyer-Davis said that she wasn't sure it

would be used as there are no big apartment buildings in Union and most people with dogs have a fenced yard. Mr. Shane Rollins mentioned that it can be a community relations, social time to bring people together to meet others with dogs. That is one of the biggest things. Councilor Boyer-Davis asked who would clean it. Councilor Blackburn said that the city already mows it and he thinks the city would just mow it and that's it. Administrator Tate said that the city of Pendleton has a dog park and that those who use it are supposed to pick up after their dogs. She could reach out to the city to see where they received their funding, who takes care of it, what the maintenance and upkeep looks like etc. Councilor Black said that La Grande has a dog park and he has used it and it is very nice to train and socialize dogs. Mayor Hawkins asked if the city has doggie bags in the city park and yes there is. Mayor Hawkins and Councilor Boyer-Davis liked the idea of it being separate from the city park. Councilor Blackburn asked the folks if they would mind being next to the sewer and they liked it, and it isn't just one person, it is several. Mayor Hawkins said it would be nice to get a list from the different parks and see how they handle it. Councilor Blackburn said it would be nice if the city was going to do it, to get it done next summer. Mayor Hawkins said it works well with the Trails.

- c) Councilor Middleton asked whether the city is in limbo or not even thinking about the RV park anymore. Administrator Tate said it is not something that she has worked on at all. Mayor Hawkins said that she thinks that the next direction was the 3rd house at the Ranger Station and following that would be when the city would talk about the RV park.

**9. UPCOMING MEETINGS AND SUGGESTIONS:**

- a) July 9, 2024 - Trails Workgroup @ 6pm
- b) July 17, 2024 - Charter Committee @ 9AM
- c) July 17, 2024 - Planning Commission @ 7PM
- d) July 22nd, 2024 - Council Work Session @ 6PM
- e) August 1st, 2024 - Zoning Committee @ 6PM
- f) August 5th, 2024 - Water Sewer Committee @ 7:30PM
- g) August 7th, 2024 - Charter Committee @ 9AM
- h) August 12th, 2024 - Council Work Session @ 6PM
- i) August 12th, 2024 - Council Business Meeting @ 7PM

**10. ADJOURNMENT:**

This meeting was adjourned at 8:41PM.

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Mayor

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City Administrator





# MINUTES

## Council Work Session Meeting

6:00 PM - Monday, July 8, 2024

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

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

**Mayor:**

Hawkins

**Councilors:**

Farmer, Cox, Black, Blackburn, Middleton and Boyer-Davis

The City Council of the City of Union was called to order on July 8, 2024, at 6:03PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

**PRESENT:** Susan Hawkins, Tim Cox, Anita Boyer-Davis, Dick Middleton, John Black and Jay Blackburn

**ABSENT WITH CONSENT:**

**ABSENT WITHOUT CONSENT:** John Farmer

### 2. PRESENTATIONS:

a) College Street Bridge - Anderson Perry

Mayor Hawkins asked Administrator Tate to give an overview of what will be presented. Administrator Tate spoke about meeting with Dave Wildman from Anderson and Perry, the engineer of record for the City of Union where they discussed the different options for the bridge that were discussed at the prior work session and also the bridge inspection report. Mr. Wildman discussed the history of the bridge. It was originally built in 1949 thought it has had some repairs in 1995 and 2011 though nothing significant. It has wood decking with metal I-beams for primary support. Some pictures were reviewed of the bridge from a prior bridge inspection report. There were pictures reviewed that showed debris that collects during high water periods. Some of the pictures showed wood railing that has since been replaced with other railing with a more recent bridge inspection report in 2023. In addition to structural repairs, the bridge also needs maintained with deck replacement; posting advance load limit signs; monitoring of corrosion of girders and taking efforts to minimize scour under bridge. The bridge is on a narrow road with a 29 foot right of way

and a tight 90-degree turns. The current load capacity is 6.8 tons with an original design of 15-tons and current bridges are designed for 36 ton trucks. Mr. Wildman discussed the condition of the bridge and the state of deterioration. Due to the poor condition, ODOT inspects the bridge each year. Normally the inspection schedule is every two years but when bridges show some issues, they are inspected each year. Donny George was asked what the weight of emergency vehicles is. Mr. George said that emergency vehicle weight ranges from 10,000-70,000 pounds. The tenders are 65,000-70,000 pounds on three axles. Casey George from Union Sanitation said that the garbage truck is 40,000+ pounds. Councilor Middleton asked how long the bridge is. Ms. Liesl from Anderson and Perry said that the bridge is 22 wide and 23 feet long. Mr. Wildman discussed the impacts of leaving the bridge in its current state. It is unusable for emergency vehicles with any significant length; it is unusable for dual axle emergency vehicles, garbage trucks, or concrete trucks; maintenance of the roadway is difficult for public works; the low elevation of bridge girders potentially make flooding worse upstream of the bridge; and is a potential liability for the city. Mr. Wildman went over options for the bridge; Do Nothing and don't accept the ODOT funding. The positives of that is that there are no permanent changes to Right of Way (ROW) or properties and there are no current costs. However, this leaves the safety liability issues in place; emergency vehicles access is not improved; flood restrictions and load limitations remain; road maintenance is still difficulty and nothing is solves and will need addressed at some point. Another option would be to remove the bridge with city funds. The positives of this option are that again there are no changes to ROW or properties. The safety liability and the flood restrictions would also be eliminated. However, this option would limit access to a residentially zoned area of the City; a vehicle turnaround with additional ROW would be needed with costs; emergency vehicle access is not maintained or improved; permitting and creek restoration would likely be required with costs; there would be an inconvenience for current and future bridge users; and public works maintenance would be more difficult with two dead end streets. Mayor Hawkins asked about whether the city could block off the bridge to vehicles and make it a walking bridge only or would the city still have to remove the bridge. Mr. Wildman said that would be an interesting option. Ms. Liesl said she didn't see why that could be an option. Another option would be to repair the bridge with city funds. Mr. Wildman said that some of the costs mentioned in the bridge inspection report are not likely and that the costs would be significantly higher. The positives of that would be that the safety liability is reduced; the load limitations are increased and emergency vehicle access is improved in regards to load limits; and it could likely be done with no permanent changes to ROW or properties. However, this option still creates emergency vehicle access limitations; the flood restriction would remain; public works road maintenance remains difficult; city costs are likely to far exceed the estimated match costs of replacement through ODOT funding. Administrator Tate asked whether Mr. Wildman has a ballpark on what the cost of repairs would be. Mr. Wildman said it depends upon how far the improvements went, but that in order to do any structural improvements to the bridge to prevent scouring and increase the load rating for emergency vehicles,

though he doesn't have an exact figure, it would probably be \$500,000-\$1,000,000. The difficulty is that any bridge engineer in the United States, if you are asking for any structural analysis, would have to meet AASHTO standards. No bridge engineer would want to take on that liability without meeting AASHTO standards. Ms. Liesl said that new load calculations would also need to be evaluated. In addition, the current estimated city match is roughly \$350,000 and repairs and replacements for less than that would be really difficult. Another option presented was to replace the bridge with the existing alignment, using an inexpensive bridge type such as an open bottom culvert or a railroad car bridge using city funds. This option would potentially reduce total project costs and load limitations might be improved. However, it would be difficult to pass needed flood flows without raising the grade of the roadway which would likely also run into ROW issues; environmental permitting would be difficult unless it is above the ordinary high-water level; alignment would still create emergency vehicle access limitations; the design would still need to meet AASHTO standards to be acceptable; and the city costs would still likely exceed the estimated match costs of replacing the bridge with ODOT funding. The final option presented was to replace the bridge with ODOT STIP funding. Mr. Wildman discussed the concern on the rough sketch that was submitted with the original grant application that was pulled together in about a day's time. An updated sketch was reviewed. The sketch discussed has a curve in the bridge and minimizes the impacts to ROW and properties and has a give and take from adjacent property owners. This option would eliminate the safety liability, flood restriction and current load limitation; the emergency vehicle access would be improved; and the ODOT Small City Allotment (SCA) Grant may be available to cover \$250,000 of match costs. However, minor changes to ROW and adjacent properties would be anticipated. With city and property owner input, the anticipation would be to be able to design a bridge to minimize the impacts. Other considerations are that a previous city council voted to apply for the funding to replace the bridge and to get back on the STIP funding cycle is about a 7 year cycle. The future growth of the city and use of the bridge has been discussed. There are potential impacts if the bridge is not addressed. Mr. Wildman said that they are discussing with ODOT their estimated cost and difference between what Anderson and Perry had estimated which was around \$800,000 and the estimate from ODOT. Federal funding does put additional requirements that increase costs but there is still some discussion on that. In regards to eminent domain, while it is not appealing to anybody for ROW acquisition, ODOT has said that it rarely gets to that point because the ROW team works hard with the impacted property owners to come to an amicable agreement. Ms. Liesl said that in her experience of working with ODOT for 20 years on bridge and sidewalk projects and she has never seen eminent domain used on any of the projects that she has worked on. They do try to work with people and find a balance. Mr. Wildman said the difficulty is that because it used federal funds, the eminent domain clause is a requirement. Mr. Wildman also said the city could proceed with the design phase and if during the design, there is no feasible option found, the city could stop at that point, there is a process for that. Councilor Cox said that in his discussions with ODOT, that the way to stop is that there is

an additional step of not signing the ROW agreement which is an additional step. If that agreement is not signed, the project would stop. Also it could be stopped at construction. Administrator Tate said that she had the same sort of exchange with ODOT in regards to the ROW agreement and not signing that stopping the project and in talking with Mr. Williard and his speaking with residents, he and they support using ODOT funding to go forward with a design phase to try to come up with a design that is feasible. Administrator Tate said she would support that approach as a way to continue to move forward in looking into solutions. Administrator Tate said that ODOT will need to push out the funding until October if the council does not make a decision on whether to move forward which isn't a bad thing and gives time for the council to work through things. Councilor Middleton asked if the sketch that was reviewed is feasible. Mr. Wildman said that it is feasible but is not the least expensive option. Ms. Liesl would need to look at the truck turning radius and work through the elements that need to be included but the design team would be working through that with the city to come up with the best option. Councilor Middleton asked if the bridge could be made longer to avoid some of the requirements for permitting. Starting the approach a little sooner and increase the span and design with increased load rating. Ms. Liesl said that with the design, the span would be looked at. Casey George asked about the 90 degree turn concern and what that was about and Mr. Wildman discussed the fact of the emergency vehicles and using the whole lane. Rob Martinez asked why the council is focusing on a bridge instead of a culvert that may be less cost. He asked why council is hung up on a bridge that doesn't meet the value of the neighborhood or the value long term and could be less money. He said there are plastic culverts being used, there are other technologies. Councilor Cox said that another concern was for council to have a significant role in the design process. Mr. Wildman discussed ODOT having four stops as part of the design process to get input and that would be the opportunity for the council or residents to give their thoughts at a public meeting. Councilor Middleton asked about the scheduling of the bridge being removed and when does that happen? He would not want the bridge removed before it needs to be. Mr. Wildman said that it would not be removed before the construction phase would be undertaken and that there would be a lot of advance notice. Donny George discussed a huge concern he heard was the flooding and he said that the bridge is 75 years old and if with climate change everything is drying up, why is flooding a concern? Mayor Hawkins said that a lot of the concerns don't come from council, but from those that are offering the funding. Mr. Wildman said that they look at 100 year events and that is where that concern comes from. Kara Clark asked whether there has been other grants that have been looked at to cover the amount between the \$250,000 from a potential small city allotment grant, and the total match of \$350,000. Councilor Cox said that he looked into grant options that were brought up at the last meeting such as Trout Unlimited and he said that they don't do bridges, that they work on fish restoration and other things. Administrator Tate said that if the match ended up being over the \$250,000, then the city would need to come up with the additional amount. If the total cost of the bridge did not end up being the \$3,000,000 as Mr. Wildman had discussed the different between their

estimation of costs being \$800,000, and what ODOT came up with, it could be that the city match would be less than the \$350,000 which was originally estimated. As Mr. Wildman mentioned, federal funds do add additional requirements but ODOT has been asked how the original project cost estimation was arrived at in order to see whether that can be reduced and as a result the city match also be reduced. Kara Clark said that if the ultimate goal is to give the residents what they need and want and not put the additional requirements on with the federal monies, the SCA grant of \$250,000, with \$100,000 of additional city monies is what the citizens want and not have the additional requirements that come with the federal monies. Wade Rynearson asked how much design time was put into the figure that was shared at the meeting with the curved bridge? An answer was not given in response. He expressed not much time. He said he works in transportation engineering and he is really familiar with ODOT standards and said that he would really hope that a curved design like that would work but that ODOT won't design something like that with truck turns. He said he doesn't even know if ODOT builds single lane bridges. He said in the future we should have someone from ODOT there. Lynda Frank came up and expressed her concern with taking people's property for an expensive bridge for a few folks that live north of the bridge it doesn't make sense and she is against eminent domain. She feels that the state has an ulterior motive. She sees a lot of work upstream and downstream and the Buffalo Flat project and to take people's property for a 3 million dollar bridge, lets keep it at the city level, city funding and not turn it over to the state. Rob Martinez said residents keep asking for designs and what they get is 30 minutes of auto cad. They asked for designs and options. He said to get an ODOT person and some designs. He said to quit holding work sessions where we spin our wheels. He is at the meeting because he cares but that he has better things to do with his time than to go home empty handed. Mayor Hawkins asked how much the design phase was. Administrator Tate said that it is estimate at around \$300,000 so the city portion would be about \$30,000. Lavon Hall discussed the history of the bridge and that it has always been a rural lane and there needs to be time taken to think the project through and the what the best solution is. It impacts the whole city.

**3. UPCOMING BUSINESS DISCUSSIONS:**

- a) College Street Bridge

**4. COMMITTEE DISCUSSIONS:**

**5. ORDINANCE/CHARTER REVIEW:**

**6. PUBLIC COMMENT**

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

*Public comment rules:*

*All public comment is subject to 3 minutes per individual and time may be cut short by the Mayor if the information addressing the Council becomes redundant. All persons addressing*

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*the Council must speak at the lectern and prior to speaking must state their name and address.*

7. **OTHER:**

8. **ADJOURNMENT:**

This meeting was adjourned at 7:06PM

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Mayor

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City Administrator



# MINUTES

## Council Work Session Meeting

6:00 PM - Monday, July 22, 2024

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

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

**Mayor:**

Hawkins

**Councilors:**

Farmer, Cox, Black, Blackburn, Middleton and Boyer-Davis

The City Council of the City of Union was called to order on July 22nd, at 6PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

**PRESENT:** Susan Hawkins, Tim Cox, Anita Boyer-Davis, Dick Middleton, Jay Blackburn and John Black

**ABSENT WITH CONSENT:**

**ABSENT WITHOUT CONSENT:** John Farmer

### 2. PRESENTATIONS:

- a) College Street Bridge - ODOT and Anderson Perry

Michelle Owen from ODOT who is the region 5 local agency liaison discussed the history of the College Street Bridge project which started in 2017 with a State funded design only phase. Then IJJA funding (Infrastructure Investment and Jobs Act) came through which originated as federal funds and would allow the project to be funded at not only design but also construction. That offer was made to the previous City Administrator and Council. Michelle came on board February of 2023 and sent an agreement to the city. The agreement is a design and construction agreement though the project is only funded by phases. The city could go through the design process and if the design ended up to not be something that was palatable to the council or community, the city could simply not fund the construction phase with the 10.27% match which would effectively cancel the project and the project would go through the cancellation process. There would be no pressure to go forward past the design phase. With switching the project to federal funds, there was at least enough money available for construction if we get to that point. Michelle

discussed the bridge inspection process which is an intergovernmental agreement with the Oregon Cities and Oregon Association of Counties which designated ODOT to complete those bridge inspections and the City of Union has been receiving annual inspections on this particular bridge for years. Michelle discussed the sufficiency rating that is listed on the latest bridge inspection report at 22.3. The sufficiency rating is a calculation from an ODOT software program that takes about 40 different bridge inspection numbers and weighs them, calculates them together to come up with the sufficiency rating which is out of 100. If the sufficiency rating is 50 or less, it makes you eligible for replacement. This bridge is at 22 which is clearly eligible. Michelle discussed the confusion with some of the inspection reports suggesting modest improvements that could be made. Those numbers are a little bit pulled out of the air from the bridge inspectors in regards to cost. Just doing those repairs does not bring the bridge sufficiency rating higher because of the issues with the bridge such as the scour effects on the foundation which cannot be resolved with the suggested fixes. They are good fixes but they are not going to really add life or bring up that load rating it will still be restricted. The question on why it was even considered if there is only \$3,000 in repairs, but those suggestions will not improve the sufficiency rating. The scoping document which had the original straight line drawn on the map is less than a conceptual design. It is just showing that we need to connect this road with that one. She understands that the broad brush is concerning to those impacted by that brush. That broad brush does not necessarily have anything to do with the design of the bridge. IN regards to why it was a straight line, part of the narrative discussed 90 degree angles which is not the safest or best design for emergency vehicles. There was no intent on ODOT or Anderson and Perry's part to indicate that the bridge was going to go right through the yards that are sharp. Part of project design or development goes through a process. There might be a design in mind preliminarily and find that there is a private well that you can't go through, or some hazardous material that you can't go through. Michelle apologized that the straight line across people's yards was so discouraging to the community because that was not the intent. There are opportunities through the design and development process to come up with the roadway alignment that will work with the bridge. There are requirements that will need to be met if the city replaces the structure such as the fish passage requirement which is why some of the preliminary scoping notes talk about how big the bridge should be. Again if the city goes through the design phase and there is no design and alignment that works for the community, the city does not have to move forward with construction. Councilor Black asked what the cost estimate is for the design phase. Michelle answered that the budget currently is \$352,000 though the ODOT estimating tool which has an escalation cost is indicating it may be closer to \$430,000 and as the project gets pushed out to 2025, it may be closer to \$450,000. Councilor Cox asked whether there could be a different scoping line than the straight one to which Michelle responded that the straight line scoping could just be excluded from the documents sent out and just indicate a new bridge or potential new roadway alignment. Mayor Hawkins asked whether the project team, in working with the person who is going to do the design could work with that person so that they



realize the nature of the neighborhood? Michelle talked about the other firms that ODOT has worked with in the past and that she would fully expect them to physically go look at the neighborhood and drive the bridge before they even propose they have an idea. Michelle feels that it would be prudent of her in that solicitation to highlight that right of way is a concern on both sides. Councilor Cox asked whether the city could make sure that in the solicitation it is clear that the road only has a 30 foot right of way and Michelle indicated that it could be. Michelle said that she likes to include some background on the project in order to be fair to the consultants but that she doesn't have to include the straight line bridge drawn on the map. Councilor Blackburn asked about whether there would be updates throughout the process so that council would know how it is going and Michelle said there would be. She said a City of Union staff member would be present at all of the project development team meetings so council would get regular updates from staff. ODOT could attend the council meetings quarterly or something of that nature. The city is part of the team. It is only because the city is not a certified local agency that ODOT has to deliver this project on behalf of the city. There are no certified local agencies in region 5. Councilor Middleton asked how ODOT goes about making sure that the road is a city road. Administrator Tate said that Paige Sully the attorney is going to speak to that. Paige said that at this point, there is no reason to believe that it is not a public city road. Nothing has been presented to her that would indicate otherwise. It may bear some additional investigation but what she is seeing is that as of 1987 there was a survey that referred to the lack of needed dedication which is not the only way in which a roadway is conveyed to a municipality. Even so, in 1987 the surveyors identified the prescriptive nature of the city's rights and ownership of the roadway. So, 40 years ago the surveyor believed that there were prescriptive rights in place in favor of the city. Those rights will have only gotten more ingrained and entrenched in the 40 years since so based upon what she has seen, she has no reason to believe that the roadway is in fact not a public city roadway open to the public. Matt Later asked what street Paige was referring to, whether it was College Street or Willowdale to which Paige responded College Street. Mr. Later also asked Michelle if she could give an idea on some of the things that cannot be dropped from the bridge design. For example, on the initial line drawn there were sidewalks and 2 lanes of traffic which this neighborhood does not have sidewalks and it is a narrow road. Michelle responded that she is guessing the city has a development code with standard streets being 60 foot wide so that is likely what was used. Michelle clarified that what cannot be changed or reduced are the environmental requirements. However the sidewalks, curbs, gutters etc. is not necessary. That comes out in the design phase. The bridge would have to accommodate traffic or indicate what type of traffic can go on there but it doesn't have to be 60 feet. Mayor Hawkins asked it if would have to be two lane or could it be single lane. Michelle said she would have to look at it because it is federally funded but she will check on that and get back to council. There are things like railing on the deck that is not compliant and other elements of the bridge itself that have to be improved but the 60 foot sidewalk, curb and gutter is more of a council decision. Councilor Blackburn said it would be nice to find out whether the roadway could be kept as it is, the shape of it.

Michelle spoke about once you take out the old bridge, you have to adhere to fish passage requirements and so it would have to be looked at whether keeping the existing roadway as is would allow for that. That would be a design preference that could be put into the procurement. Councilor Blackburn said it may be a reason why the council would not want to move forward with it so it would be good to know that early on. Michelle discussed the escalating costs of the project and that even though the contract says that the amount of money is all that the state is putting in and the rest is on you, the bridge program has been consistently funding the escalated costs. If there are things that are outside the original scope, or things like pedestrian lighting, that will not be funded and would be the responsibility of the city. The bridge program will only fund the bridge, no sidewalks, or any of that. The roadway that meets up to either end and the bridge. It does increase the 10.27% match, but the escalating costs have been consistently funded. Michelle also discussed the AASHTO standards which are roadway and bridge standards which are non-negotiable. Ethan Clark asked whether there were standards that would have to be adhered to with the use of federal funds that would not have to be adhered to if federal funds were not used. What are the requirements that would have to be adhered to if just the Small City Allotment (SCA) money was used? Michelle clarified that the SCA grant would have to adhere to AASHTO standards as well. Ethan Clark asked about whether there was a difference then in the requirements if just state money was used versus federal money to which Michelle answered no. There would still be environmental requirements that would have to be met. Councilor Blackburn said that even if the city paid for it they would still have to abide by the environmental standards. Administrator Tate said that she learned in reading through some papers, that the reason that the culvert was not preferred was because a culvert would require in-water construction which would then have more requirements because there would be work done in the State waters. Ethan Clark said he would be interested to know what the project and permits the LC5 and LC6 projects had to go through. Councilor Blackburn said that is the reason that the project has taken seven years. Administrator Tate said that the project has a very narrow window to be able to be in the water. They can be in at one point and out at another and that is all the time they have. Michelle clarified that the SCA grant would allow the city to hire a contractor but all the same AASHTO and environmental applies. With taking Federal funds, ODOT must deliver the product on behalf of the city because the city is not a certified local agency. Councilor Cox said that in looking at the different options, replacement and the match that the city would have to contribute was the least costly option for the city. Ethan Clark said that the other options were all very vague without any good numbers. He feels that the overall consensus is that the neighborhood wants a small bridge, to stay as best as it can to the shape that it is. Keep it as small of a replacement as it can be, keeping as many trees as possible without taking out any of the trees. It doesn't need to be a 3.5 million dollar bridge that is going to cost \$430,000 for the design phase because the design is for a 3.5 million dollar bridge even though the city is only putting in 10% of it. It isn't what the residents are looking for. It is the same grant and the same scope and design agreement that was going to be in place when they wanted to put in the

60 foot bridge. Councilor Cox discussed that once the project goes to scoping, he would hope the amount would go down with a smaller design. Matt Later asked about the culvert not being a preferred design and whether those sort of things would be able to be considered even though they are not preferred. Michelle said as part of the design process in the scope of work it is a requirement to put in the number of options that the consultant is asked to consider as part of the design development process. We would not want to put in 25 because that just runs up the cost but we could put something like we want 3 different options and one being this type of option. Williard Bertrand asked about whether a smaller bridge would mean a lower cost bridge. Michelle discussed that there are certain upfront environmental costs that would be there but if it is a smaller design with less roadway you are paving less and by that very nature would cost less. The current inflationary cost of the bridge based on the scoping information now is at 2.8 million. There has been a 4.5 million figure discussed but that is not that bridge, that is another bridge in another town with other complications that are not necessarily here. Mr. Bertrand discussed 10th street bridge that was put in when he was on council. It is simple with asphalt over concrete. Mr. Bertrand asked Michelle whether that sort of bridge would be possible? She said that she wasn't sure whether AASHTO standards have the same sort of decking, it may be different. Mr. Bertrand asked about requirements for bridge railing and Michelle responded that there are some requirements for bridge railing but it doesn't have to be fancy, just keep people from driving off the road. He thanked the council for their efforts in really exploring this project properly. He spoke to taking the ODOT money for design and work through the process. Mr. Bertrand spoke about his difficulty in communicating with council members. He has spoken with Tim but with other members, he has sent emails directly to the city, put direct mails in mailboxes to try to get them to come talk to the people that are going to be affected and talk about the process so that it can be done in a positive wonderful way. He also thanked council for the invitation that he received in the mail that is a requirement in the charter but he feels is a really nice thing to see because it brings a friendly feeling to the city. Councilor Blackburn asked Paige Sully whether she has looked at the ODOT contract. Ms. Sully said she has not. Blackburn asked Ms. Sully to look at the contract to make sure the city is covered, to make sure the city has the final say in the bridge. Councilor Blackburn asked what the timeframe is on making a decision? Michelle said that she has slipped the project to October 1st as being the soonest that it could be obligated. So council could take the next couple of months to look over things so by October 1st we could move forward. The contract as it currently exists has approval from the Department of Justice. It is the standard agreement. There is some language that is not negotiable but if there are suggested or requested changes, Michelle would bring them to DOJ to see if it is something that can be changed. Mayor Hawkins would like to see the council make a decision on whether the city is going to move forward with the design phase or not. The specifics in the contract can be worked out later. Michelle said that she would have an answer as to whether or not a 1-lane bridge would be able to be funded with federal dollars. Councilor Middleton thinks that council should clarify before we get too far down the road on who

owns the road. Mayor Hawkins said that Paige clarified that. Middleton said that we could move forward with design but that council should make sure of ownership before moving too far into the project. Councilor Middleton asked whether any of the data used on LC5 or LC6 could be used in regards to the fish studies etc. Michelle said that the permits require the owner, in this case the City of Union to sign and she doesn't think that we could use the data from those other projects. Middleton thinks that if they have the studies and would share that information it could cut costs. Michelle said that if they are willing to share that information with the environmental consultants, it would certainly make the process quicker. There are some specifics to this particular bridge but there may be some helpful information that could be shared. Ms. Sully spoke to prescriptive rights and how roads are formed and how a city obtains the public rights to a road. Typically it happens within the creation of either a subdivision or a major partition or some development where lots are being segregated for some use. A road is created as a result of that land use action. It is embedded in the subdivision, the plat that is signed off and recorded and conveys the roadway to the city along with the other elements of the subdivision or partition plat and is as effective a conveyance as a deed of dedication. In the creation of a neighborhood or segregating several lots they will all need access and private easements aren't favored and for the funding of a mortgage or the insurance of the property, they typically will not accept a private easement as lawful access to a newly created lot. Ms. Sully has no reason to believe that the road was not conveyed on either Willowdale or College Street within the creation of the tax lots. She firmly believes the city has prescriptive rights to them. Both landowners and the city operated under the premise that they are city roadways for quite some time. There is not gated access. It meets all of the qualifications for prescriptive use not the least of which that it has been managed that way in excess of 40 years. She understands that some property owners are now indicating that they own this piece of property or that. She has yet to see any evidence that is the case and nothing that would indicate that they have taken any action that would preclude the establishment of a prescriptive use by the city. If the city wants a legal declaration that there are prescriptive rights, that a suit would be required and the city would file suit for prescriptive rights or quiet title or both that would name all of the property owners and go forward but it is probably not a particularly palatable thing to go forward on and she doesn't recommend it. If one or several of the property owners have additional evidence as to why the prescriptive rights haven't been established with regard to the use and the operation of the road she would be happy to review them but in absence of that, the 1987 survey had clear indications of prescriptive rights at that time so the road was in existence in that manner for at least 10 years prior to 1987 which is the timeframe for the creation of a prescriptive right. Mr. Bertrand said that the prior city administrator told him directly a couple of winters ago that the city was not going to plow the road and said that the city does not own the street. He was told and the Johnstons down the street were each told that they own to the middle of the street. So he disagrees when Ms. Sully says nothing has ever been done. However, he would give the city whatever land it needs to make this work but he just wants to say the presumptive idea presented has

been sullied a little by the previous city administrator who told him directly that he owns the street and that if he wanted the street plowed then he needs to plow it. The Stitzels on Willowdale have also not let the city plow their street because they don't want somebody thinking that they own their street because they allow the city to maintain it. Mr. Bertrand does not want to create a separate problem. He is all for the bridge going through properly with property owners respective rights being met. He just doesn't want the city to continue to imagine that there is nothing that has ever happened to indicate that it is private. The property owners own the street because the city administrator himself said directly it is so. Ms. Sully responded that the prescriptive rights would have been established well before Mr. Wiggins tenure as city administrator. In addition, his position on this is his position and not necessarily reflective of what the actual legal position of the parties is. He may have believe that at that time but he is not in a position to state or establish a legal status that is contrary to the facts. Lynda Frank had a similar comment in regards to the ownership of the road and that on her deed it says that 14 feet on the West End to the front of their property is set aside for utilities and ditches. It doesn't say anything else. Like Williard, she is not concerned about that other than in regards to eminent domain. She asked Michelle when does that kick in? Kynda discussed an email that Michelle sent to Doug a year ago that said that if the city accepts the federal funding for the bridge replacement, it comes with the requirements of eminent domain. So if the bridge has to be widened to the north of the bridge where there are ditches and fields. The residents are more concerned about the bridge taking other people's property but also what would that mean further north of the bridge once you have eminent domain because of federal funding would they come on down the road and want to widen the road all the way out because there is a big bridge? Michelle discussed that it is a requirement of federal funds that for the right of way process you must follow the statute as it relates. People know it as eminent domain which sounds terrible. What it really requires is for ODOT to acquire that right of way that may be needed based upon the small design that we are trying to come up with, to go through other legal specific processes such as cost estimates, etc to acquire that right of way. Eminent domain is the term that applies to the process that must be utilized for Federal funding acquisition of right of way. She hears from the community that the least amount of right away would be the best. How narrow can we make this roadway? All of that goes into that design so that the least amount would have to be acquired. The process requires that the property owner be compensated for that. The process by which you determine that is what we refer to as eminent domain. She thinks the scary part is when it comes down to condemnation. When the number for compensation is not agreed upon a condemnation process is what happens and that is the scarier part. She spoke to Ken Patterson who is the Region 5 manager and used to be in right of way and in the 2,500 parcels he acquired, not once did he end up needing to go through eminent domain and condemnation so the right of way team works really hard to work with property owners. She hears that what the neighborhood wants is as narrow, as small as less impactful on the trees and roadway as possible and she appreciates that. There is no way to get out of the process by taking Federal funds and not being

a certified agency owner. ODOT has to acquire the right of way on behalf of the city. After the project is complete, ODOT then gives it to the city. Councilor Cox asked about the separate agreement that would need to be completed for the Right of Way acquisition. Michelle said that is a Right of Way Services agreement that would need to be approved when that phase kicks in which is usually midway through design once we know the kind, type, size and location of the structure and where it is going to impact. This agreement would also require the council to pass a resolution to go through this final Federal requirement process. Eminent domain is just the process. It is the CFR's that we follow to acquire the property. Councilor Cox said that as Jay Blackburn said, council should know pretty early on the size, type and location and then council can have a public meeting with citizens to get input and council could decide to stop it or move forward and do a right of way agreement and get the final design. Michelle acknowledged that it is not comfortable. Idaho Power came through her property but from a professional level, with federal money, this is process that has to be followed. Ethan Clark asked how often is there scope creep once a final design is agreed upon, a difference between what is agreed upon versus what is implemented? Michelle said that during project development sometimes there are changes but not so much in scope. It wouldn't expand unless it was on the city side at the city's request using city money. Ethan Clark clarified that it is more about the right of way and if it is agreed upon that you're only going to take 20 feet of property and that design is agreed upon by council would that change and Michelle said no. There may be a temporary easement during construction that is larger but not permanent but yes there are two types, one is temporary for construction to park equipment or something and one is permanent. Councilor Blackburn asked Administrator Tate whether the amount of match for design is in the budget. She said that yes it is. If council decides to go forward with the design phase, she would write the SCA grant in such a way that it could be used for match or construction knowing that if council stopped the project, that we would need to ask for a change to use the SCA grant somewhere else. Councilor Cox asked whether the city has it in the budget right now to get the grant? Tate indicated yes.

**3. UPCOMING BUSINESS DISCUSSIONS:**

- a) College Street Bridge

**4. COMMITTEE DISCUSSIONS:**

**5. ORDINANCE/CHARTER REVIEW:**

**6. OTHER:**

- a) Mayor Hawkins wanted to remind folks that the city has gone forward with the countywide burn ban because of all the fires. The way she understands it is that if there are prescribed farm burns that have already been approved, that is something that they are regulating and other than that, gas and pellet grills for

barbeques is fine but no burning barrels, or any other type of burning right now with the fires that are out there.

**7. ADJOURNMENT:**

This meeting was adjourned at 7:30 PM

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Mayor

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City Administrator



# Memorandum

**Subject:** Office Manager Report for July 2024  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Laura Dodds, Office Manager

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**ATTACHED:**

[AP's July 2024](#)

[Expenses July 2024](#)

[Office Manager Report-July 2024](#)

[Revenues July 2024](#)



**Council Approval Report**  
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
	Anderson-Perry & Associates, PO Box 1107, La Grande, OR, 97850										
	77636	06/30/24	floodplain/line inventory	06/30/24	\$486.88	\$486.88	200-200-5202120	Engineering	\$15,000.00	\$13,662.50	
	76682	06/30/24	CDBG	06/30/24	\$1,563.75	\$1,563.75	210-000-5405990	CDBG Water Grant	\$1,250,000.00	\$326,555.44	
	77634	06/30/24	CDBG	06/30/24	\$10,773.75	\$10,773.75	210-000-5405990	CDBG Water Grant	\$1,250,000.00	\$326,555.44	
	77635	06/30/24	recycle re-use engineering	06/30/24	\$1,400.00	\$1,400.00	300-300-5202120	Engineering	\$17,500.00	\$5,903.27	
	77636	06/30/24	floodplain/line inventory	06/30/24	\$486.87	\$486.87	300-300-5202120	Engineering	\$17,500.00	\$5,903.27	
	77622	06/30/24	Screen project	06/30/24	\$7,941.25	\$7,941.25	310-000-5404550	Treatment Facility Improv	\$464,750.00	\$12,641.11	
	<b>\$22,652.50</b> <i>CAF B JB</i>										
	Associated Design & Engineering Services LLC, PO Box 3292, La Grande, OR, 97850										
	277	06/30/24	ranger station proj/house #3	06/30/24	\$2,964.36	\$2,964.36	115-000-5403203	Land/Buildings	\$435,710.00	\$263,221.51	
	<b>\$2,964.36</b> <i>CAF B JB</i>										
	Badger Meter, Box 88223, Milwaukee, WI, 53288-0223										
	80162324	07/09/24	annual service agreement/mobile license	07/12/24	\$900.00	\$900.00	200-200-5203800	IT/Computer/Software	\$13,020.00	\$13,020.00	
	80162324	07/09/24	meter read/mobile hosting unit	07/12/24	\$68.88	\$68.88	200-200-5203800	IT/Computer/Software	\$13,020.00	\$13,020.00	
	<b>\$968.88</b> <i>CAF B JB</i>										
	Bound Tree, 23537 Network Place, Chicago, IL, 60673										
	74	07/09/24	ambulance medical supplies	07/12/24	\$169.09	\$169.09	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$14,000.00	
	85386090	07/09/24	ambulance medical supplies	07/12/24	\$180.99	\$180.99	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$14,000.00	
	<b>\$350.08</b> <i>CAF B JB</i>										
	Box R Water Analysis Lab, 567 N.W. 2nd Street, Prineville, OR, 97754										
	41	06/30/24	routine water testing	06/30/24	\$50.00	\$50.00	200-200-5202270	Water Testing	\$4,000.00	\$1,956.00	
	X058627	06/30/24	annual water testing	06/30/24	\$2,530.50	\$2,530.50	200-200-5202270	Water Testing	\$4,000.00	\$1,956.00	
	<b>\$2,580.50</b> <i>CAF B JB</i>										
	Boyer-Davis, Anita, 277 W Bryan, Union, OR, 97883										
	450	07/09/24	city hall vacuum	07/12/24	\$199.00	\$199.00	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,500.00	
	reimb July '24	07/09/24	janitorial supplies	07/12/24	\$49.55	\$49.55	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,500.00	
	<b>\$248.55</b> <i>CAF B JB</i>										
	Brookshire, Walt, PO Box 400, Union, OR, 97883										
	110	06/30/24	reimb on closed account credit balance	06/30/24	\$10.47	\$10.47	200-200-5202991	Misc Expense	\$1,000.00	\$673.31	
	reimb June '24	06/30/24									
	<b>\$10.47</b> <i>B JB</i>										
	Charter Communications, PO Box 7173, Pasadena, CA, 91109-7173										
	6	07/09/24	public works phone	07/12/24	\$53.53	\$53.53	200-200-5202570	Telephone/Cell	\$3,960.00	\$3,960.00	
	July '24	07/09/24	streets dept phone	07/12/24	\$53.52	\$53.52	500-500-5202570	Telephone/Cell	\$650.00	\$650.00	
	July '24	07/09/24	library phone	07/12/24	\$69.35	\$69.35	600-600-5202570	Telephone/Cell	\$1,200.00	\$1,200.00	
	July '24	07/09/24	library internet	07/12/24	\$86.19	\$86.19	600-600-5203800	IT/Computer/Software	\$6,076.00	\$6,076.00	
	<b>\$262.59</b> <i>CAF B JB</i>										

City of La Grande, Attn: Kayla Brainerd, PO Box 670, La Grande, OR, 97850

**Council Approval Report**  
(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		10989	07/09/24	annual medical director fee	07/12/24	\$990.00	\$990.00	700-720-5202152	Billing/ALS Fees	\$13,390.00	\$13,390.00
		8	D & B Supply, 3303 E. Linden, Caldwell, ID, 83605-6077			\$990.00	\$990.00	CA 1 B JB			
		5695	06/30/24	band saw/saw blades/battery	06/30/24	\$349.58	\$349.58	200-200-5202181	Supplies (Janitorial & Op	\$37,500.00	\$12,201.37
		5275	06/30/24	cement for well yard fence	06/30/24	\$115.06	\$115.06	200-200-5202820	Maintenance (Building &	\$4,000.00	\$2,635.00
		427	Davenport, Chelsea Lyn, PO Box 946, Union, OR, 97883			\$464.64	\$464.64	CA 1 B JB			
		24-06 June '24	06/30/24	airbnb contract services	06/30/24	\$2,069.58	\$2,069.58	800-800-5202190	Contract Services	\$24,000.00	\$11,913.57
		391	Derichsweiler, Tiffany, 216 Fir, La Grande, OR,			\$2,069.58	\$2,069.58	CA 1 B JB			
		reimb July '24	07/09/24	clothing allowance	07/12/24	\$18.00	\$18.00	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,500.00
		214	Dodds, David, PO Box 7, Union, OR, 97883			\$18.00	\$18.00	CA 1 B JB			
		reimb July '24	07/09/24	dust abatement-city 1/3 portion	07/12/24	\$198.00	\$198.00	500-500-5202841	Dust Abatement	\$1,500.00	\$1,500.00
		9	Eagle Office Supplies, 1701 Adams Ave, La Grande, OR, 97850			\$198.00	\$198.00	CA 1 B JB			
		94231	07/09/24	copy contract	07/12/24	\$15.62	\$15.62	100-110-5202190	Contract Services	\$7,500.00	\$7,500.00
		94231	07/09/24	copy contract	07/12/24	\$6.44	\$6.44	100-160-5202190	Contract Services	\$1,000.00	\$1,000.00
		94231	07/09/24	copy contract	07/12/24	\$28.33	\$28.33	200-200-5202190	Contract Services	\$5,000.00	\$5,000.00
		94231	07/09/24	copy contract	07/12/24	\$28.33	\$28.33	300-300-5202190	Contract Services	\$7,000.00	\$7,000.00
		405	EO Media Group, PO Box 6020, Bend, OR, 97708			\$78.72	\$78.72	CA 1 B JB			
		0624EO48973	06/30/24	budget/lb1 posting	06/30/24	\$208.38	\$208.38	100-110-5202727	Advertising/Publishing	\$1,300.00	\$500.16
		0624EO48973	06/30/24	budget/lb1 posting	06/30/24	\$208.38	\$208.38	200-200-5202727	Advertising/Publishing	\$750.00	\$45.65
		0624EO48973	06/30/24	budget/lb1 posting	06/30/24	\$208.38	\$208.38	300-300-5202727	Advertising/Publishing	\$750.00	\$45.65
		0624EO48973	06/30/24	budget/lb1 posting	06/30/24	\$100.00	\$100.00	500-500-5202727	Advertising/Publishing	\$100.00	\$0.00
		0624EO48973	06/30/24	budget/lb1 posting	06/30/24	\$35.00	\$35.00	600-600-5202727	Advertising/Publishing	\$100.00	\$0.00
		0624EO48973	06/30/24	publishing	06/30/24	\$50.00	\$50.00	700-710-5202727	Advertising/Publishing	\$150.00	\$26.50
		0624EO48973	06/30/24	budget/lb1 posting	06/30/24	\$34.86	\$34.86	700-720-5202991	Misc Expense	\$200.00	\$141.95
		200	EORS/NWCS, 2007 Adams Ave, La Grande, OR,			\$845.00	\$845.00	CA 1 B JB			
		384058-1	06/30/24	cement grinder/sidewalk work	06/30/24	\$180.75	\$180.75	500-500-5205060	Equipment/Rentals	\$2,000.00	\$2,000.00
		221	Greenwood, Rick & Pat Hickman, PO Box 528, Union, OR, 97883			\$180.75	\$180.75	CA 1 B JB			
		reimb July '24	07/09/24	dust abatement-city 1/3 portion	07/12/24	\$198.00	\$198.00	500-500-5202841	Dust Abatement	\$1,500.00	\$1,500.00
		221	Greenwood, Rick & Pat Hickman, PO Box 528, Union, OR, 97883			\$198.00	\$198.00	CA 1 B JB			
		reimb July '24	07/09/24	dust abatement-city 1/3 portion	07/12/24	\$198.00	\$198.00	500-500-5202841	Dust Abatement	\$1,500.00	\$1,500.00

**City of Union**  
**Council Approval Report**  
 (Council Approval Report)

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
10	Hometown Hardware, PO Box 1024, Union, OR, 97883									
58989		06/30/24	city hall supplies	06/30/24	\$22.50	\$22.50	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$83.88
60750		06/30/24	park supplies	06/30/24	\$117.25	\$117.25	100-130-5202181	Supplies (Janitorial & Op	\$5,000.00	\$1,941.90
60706		06/30/24	water dept supplies	06/30/24	\$114.50	\$114.50	200-200-5202181	Supplies (Janitorial & Op	\$37,500.00	\$12,201.37
60707		06/30/24	water dept supplies	06/30/24	\$98.00	\$98.00	200-200-5202181	Supplies (Janitorial & Op	\$37,500.00	\$12,201.37
59298		06/30/24	treatment plant supplies	06/30/24	\$56.75	\$56.75	300-300-5202181	Supplies (Janitorial & Op	\$45,000.00	\$1,114.34
59284		06/30/24	streets supplies	06/30/24	\$65.25	\$65.25	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$1,036.89
60758		06/30/24	library supplies	06/30/24	\$25.30	\$25.30	600-600-5202181	Supplies (Janitorial & Op	\$5,000.00	(\$212.62)
60717		06/30/24	fire dept supplies	06/30/24	\$96.25	\$96.25	700-710-5202181	Supplies (Janitorial & Op	\$4,500.00	\$2,790.63
						<b>\$595.80</b>				
46	LEAF, PO Box 5066, Hartford, CT, 06102-5066									
16706755		07/09/24	copier contract	07/12/24	\$29.96	\$29.96	100-110-5202190	Contract Services	\$7,500.00	\$7,500.00
16706755		07/09/24	copier contract	07/12/24	\$44.94	\$44.94	200-200-5202190	Contract Services	\$5,000.00	\$5,000.00
16706755		07/09/24	copier contract	07/12/24	\$44.94	\$44.94	300-300-5202190	Contract Services	\$7,000.00	\$7,000.00
16706755		07/09/24	copier contract	07/12/24	\$7.49	\$7.49	500-500-5202190	Contract Services	\$3,000.00	\$3,000.00
16706755		07/09/24	copier contract	07/12/24	\$7.49	\$7.49	700-710-5202190	Contract Services	\$155.00	\$155.00
16706755		07/09/24	copier contract	07/12/24	\$7.49	\$7.49	700-720-5202190	Contract Services	\$165.00	\$165.00
16706755		07/09/24	copier contract	07/12/24	\$7.49	\$7.49	800-800-5202190	Contract Services	\$20,592.00	\$20,592.00
						<b>\$149.80</b>				
13	Les Schwab Tire Center, PO Box 970, La Grande, OR, 97850									
3200970341		06/30/24	chev colorado/tires/balance	06/30/24	\$625.92	\$625.92	200-200-5202500	Vehicle Maintenance	\$1,500.00	\$1,307.08
3200970341		06/30/24	chev colorado/tires/balance	06/30/24	\$625.92	\$625.92	500-500-5202880	Equipment Repair/Maint	\$4,000.00	\$638.29
3200973712		06/30/24	engine #70/battery	06/30/24	\$157.88	\$157.88	700-710-5202880	Equipment Repair/Maint	\$3,000.00	\$1,252.78
						<b>\$1,409.72</b>				
227	Maestas, Frank, PO Box 342, Union, OR, 97883									
reimb July '24		07/09/24	dust abatement-city 1/3 portion	07/12/24	\$180.00	\$180.00	500-500-5202841	Dust Abatement	\$1,500.00	\$1,500.00
						<b>\$180.00</b>				
219	Myron, James, 640 N Nineth St., Union, OR, 97883									
reimb July '24		07/09/24	dust abatement-city 1/3 portion	07/12/24	\$360.00	\$360.00	500-500-5202841	Dust Abatement	\$1,500.00	\$1,500.00
						<b>\$360.00</b>				
5	NAPA Auto Parts, PO Box 1425, Twin Falls, ID, 83303-1425									
221883		06/30/24	treatment plant supplies	06/30/24	\$24.99	\$24.99	300-300-5202181	Supplies (Janitorial & Op	\$45,000.00	\$1,114.34
225101		06/30/24	treatment plant supplies	06/30/24	\$19.49	\$19.49	300-300-5202181	Supplies (Janitorial & Op	\$45,000.00	\$1,114.34
						<b>\$44.48</b>				
148	OAWU, 935 N. Main St., Independence, OR, 97351									
37852		07/09/24	annual membership dues	07/12/24	\$276.12	\$276.12	200-200-5202010	Travel/Training	\$5,000.00	\$5,000.00
37852		07/09/24	annual membership dues	07/12/24	\$276.12	\$276.12	300-300-5202010	Travel/Training	\$2,500.00	\$2,500.00

**City of Union**  
**Council Approval Report**  
 (Council Approval Report)

7/10/2024 1:56pm

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
						<b>\$552.24</b>				
18	One Call Concepts, 7223 Parkway Drive, Ste 210, Hanover, MD, 21076									
4060503	06/30/24	water/sewer locates	06/30/24	\$25.60	\$25.60	200-200-5202190	Contract Services	\$5,000.00	\$2,909.03	
4060503	06/30/24	water/sewer locates	06/30/24	\$25.60	\$25.60	300-300-5202190	Contract Services	\$7,000.00	\$5,809.03	
						<b>\$51.20</b>				
17	O'Reilly Enterprises, PO Box 248, Cove, OR, 97824									
July '24	07/09/24	IT services	07/12/24	\$203.32	\$203.32	100-110-5203800	IT/Computer/Software	\$13,888.00	\$13,888.00	
July '24	07/09/24	IT services	07/12/24	\$10.00	\$10.00	100-140-5203800	IT/Computer/Software	\$434.00	\$434.00	
July '24	07/09/24	IT services	07/12/24	\$223.34	\$223.34	200-200-5203800	IT/Computer/Software	\$13,020.00	\$13,020.00	
July '24	07/09/24	IT services	07/12/24	\$223.34	\$223.34	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,756.00	
July '24	07/09/24	IT services	07/12/24	\$55.00	\$55.00	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,604.00	
July '24	07/09/24	IT services	07/12/24	\$55.00	\$55.00	600-600-5203800	IT/Computer/Software	\$6,076.00	\$6,076.00	
July '24	07/09/24	IT services	07/12/24	\$10.00	\$10.00	700-710-5203800	IT/Computer/Software	\$868.00	\$868.00	
July '24	07/09/24	IT services	07/12/24	\$10.00	\$10.00	700-720-5203800	IT/Computer/Software	\$1,736.00	\$1,736.00	
July '24	07/09/24	IT services	07/12/24	\$10.00	\$10.00	800-800-5203800	IT/Computer/Software	\$868.00	\$868.00	
						<b>\$800.00</b>				
20	Oxarc, PO Box 2605, Spokane, WA, 99220-2605									
32099106	06/30/24	treatment plant operating supplies	06/30/24	\$1,372.02	\$1,372.02	300-300-5202181	Supplies (Janitorial & Op	\$45,000.00	\$1,114.34	
						<b>\$1,372.02</b>				
82	R.D. Mac, PO Box 1086, La Grande, OR, 97850									
23027-2788	06/30/24	pea gravel/park playground area	06/30/24	\$560.31	\$560.31	100-130-5202800	Improvements	\$5,000.00	\$5,000.00	
23027-2838	06/30/24	pea gravel/playground area	06/30/24	\$547.50	\$547.50	100-130-5202800	Improvements	\$5,000.00	\$5,000.00	
						<b>\$1,107.81</b>				
366	SAIF Corp, 400 High Street SE, Salem, OR, 97312									
1001647046	07/09/24	workmans comp	07/12/24	\$120.44	\$120.44	100-110-5202710	Insurance/Property/Liabli	\$7,000.00	\$7,000.00	
1001647046	07/09/24	workmans comp	07/12/24	\$291.07	\$291.07	200-200-5202710	Insurance/Property/Liabli	\$27,500.00	\$27,500.00	
1001647046	07/09/24	workmans comp	07/12/24	\$291.07	\$291.07	300-300-5202710	Insurance/Property/Liabli	\$23,500.00	\$23,500.00	
1001647046	07/09/24	workmans comp	07/12/24	\$100.32	\$100.32	500-500-5202710	Insurance/Property/Liabli	\$4,000.00	\$4,000.00	
1001647046	07/09/24	workmans comp	07/12/24	\$25.10	\$25.10	600-600-5202710	Insurance/Property/Liabli	\$4,000.00	\$4,000.00	
1001647046	07/09/24	workmans comp	07/12/24	\$75.28	\$75.28	700-710-5202710	Insurance/Property/Liabli	\$11,081.00	\$11,081.00	
1001647046	07/09/24	workmans comp	07/12/24	\$75.28	\$75.28	700-720-5202710	Insurance/Property/Liabli	\$11,190.00	\$11,190.00	
1001647046	07/09/24	workmans comp	07/12/24	\$25.10	\$25.10	800-800-5202710	Insurance/Property/Liabli	\$4,500.00	\$4,500.00	
						<b>\$1,003.66</b>				
132	Sully, P.C, Paige, 213 W Main, Enterprise, OR, 97828									
2nd qtr 2024	06/30/24	general engineering	06/30/24	\$63.95	\$63.95	100-110-5202110	Legal/Attorney Services	\$5,000.00	\$1,149.60	
2nd qtr 2024	06/30/24	land use legal fees/kennon appeal	06/30/24	\$2,912.93	\$2,912.93	100-160-5202110	Legal/Attorney Services	\$7,000.00	\$2,068.10	
2nd qtr 2024	06/30/24	fire/ems annexation legal fees	06/30/24	\$60.00	\$60.00	700-710-5202110	Legal/Attorney Services	\$150.00	(\$90.00)	

Council Approval Report  
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
						\$3,036.88	CA 1 B JB			
	381		Tactical Business Group, PO Box 788, Medford, OR, 97501							
	OR-COU-2024-004	06/30/24	ambulance billing fees April '24-June '24	06/30/24	\$450.00	\$450.00	700-720-5202152	Billing/ALS Fees	\$13,500.00	(\$26,753.31)
	14		TAL Building Centers, 203 SE Park Plaza Dr. Suite 250, Vancouver, WA, 98684							
	5006-1549415	06/30/24	play ground maint	06/30/24	\$109.02	\$109.02	100-130-5202820	Maintenance (Building & Park Improvements	\$2,000.00	\$466.13
	5006-1537992	06/30/24	park fence improvements	06/30/24	\$204.76	\$204.76	135-009-5404950		\$28,013.00	\$20,067.69
	514		Tate, Celeste, PO Box 1113, Elgin, OR, 97827							
	reimb June 2024	06/30/24	clothing allowance	06/30/24	\$40.03	\$40.03	200-200-5202430	Clothing	\$1,200.00	\$596.49
	reimb June 2024	06/30/24	clothing allowance	06/30/24	\$40.00	\$40.00	300-300-5202430	Clothing	\$1,200.00	\$571.99
	297		T-Mobile, PO Box 742596, Cincinnati, OH, 45274-2596							
	July '24	07/09/24	mobile internet	07/12/24	\$11.16	\$11.16	200-200-5203800	IT/Computer/Software	\$13,020.00	\$13,020.00
	July '24	07/09/24	mobile internet	07/12/24	\$11.15	\$11.15	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,756.00
	July '24	07/09/24	mobile internet	07/12/24	\$11.15	\$11.15	700-710-5203800	IT/Computer/Software	\$868.00	\$868.00
	July '24	07/09/24	mobile internet	07/12/24	\$11.16	\$11.16	700-720-5203800	IT/Computer/Software	\$1,736.00	\$1,736.00
	25		Umpqua Research Co - Table Rock Analytical Lab, PO Box 609, Myrtle Creek, OR, 97457							
	T012033	06/30/24	routine water testing	06/30/24	\$55.00	\$55.00	200-200-5202270	Water Testing	\$4,000.00	\$1,956.00
	T012286	06/30/24	routine water testing	06/30/24	\$55.00	\$55.00	200-200-5202270	Water Testing	\$4,000.00	\$1,956.00
	T012546	06/30/24	routine water testing	06/30/24	\$55.00	\$55.00	200-200-5202270	Water Testing	\$4,000.00	\$1,956.00
	376		Union County Public Works, PO Box 1103, La Grande, OR, 97850							
	702241503	06/30/24	chip seal project/S.Gale	06/30/24	\$14,677.39	\$14,677.39	510-000-5404500	System Improvements	\$239,263.00	\$223,671.40
	116		Union County Sheriff's Office, 1109 K Ave, La Grande, OR, 97850							
	July '24 - Sept '24	07/09/24	deputy contract hours	07/12/24	\$12,573.75	\$12,573.75	100-120-5202190	Contract Services	\$90,000.00	\$90,000.00
	Apr 2024 - June 20	07/09/24	animal control contract hours	07/12/24	\$55.97	\$55.97	100-120-5202250	Animal Control	\$4,000.00	\$4,000.00
	84		Union Market, PO Box 886, Acct #2014, Union, OR, 97883							
	June '24	06/30/24	public works supplies	06/30/24	\$51.76	\$51.76	200-200-5202181	Supplies (Janitorial & Op	\$37,500.00	\$12,201.37
	June '24	06/30/24	city hall supplies	06/30/24	\$24.17	\$24.17	100-110-5202181	Supplies (Janitorial & Op	\$6,000.00	\$83.88
	June 2024	06/30/24	park supplies	06/30/24	\$19.99	\$19.99	100-130-5202181	Supplies (Janitorial & Op	\$5,000.00	\$1,941.90
	June '24	06/30/24	stockshow parade candy	06/30/24	\$31.47	\$31.47	700-710-5202181	Supplies (Janitorial & Op	\$4,500.00	\$2,790.63
	June '24	06/30/24	refund credit	06/30/24	(\$15.20)	(\$15.20)	700-710-5202181	Supplies (Janitorial & Op	\$4,500.00	\$2,790.63

### Council Approval Report (Council Approval Report)

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
521	Union Robotics Club, PO Box K, Union, OR, 97883	07/09/24	clean up day/donation	06/30/24	\$300.00	\$300.00	100-110-5202291	City Cleanup	\$2,000.00	\$2,000.00
26	US Cellular, Dept. 0205, Palatine, IL, 60055-0205	07/09/24	on call phone	07/12/24	\$27.06	\$27.06	200-200-5202570	Telephone/Cell	\$3,960.00	\$3,960.00
		07/09/24	on call phone	07/12/24	\$27.06	\$27.06	300-300-5202570	Telephone/Cell	\$3,500.00	\$3,500.00
		07/09/24	ambulance cell phone	07/12/24	\$53.48	\$53.48	700-720-5202570	Telephone/Cell	\$850.00	\$850.00
520	Wagoner, Michael, PO Box 545, Union, OR, 97883	07/09/24	dust abatement-city 1/3 portion	07/12/24	\$90.00	\$90.00	500-500-5202841	Dust Abatement	\$1,500.00	\$1,500.00
1	Wex Bank, PO Box 6293, Carol Stream, IL, 60197-6293	06/30/24	park dept fuel	06/30/24	\$155.44	\$155.44	100-130-5202490	Fuel	\$2,500.00	\$1,907.77
		06/30/24	public works fuel	06/30/24	\$493.95	\$493.95	200-200-5202490	Fuel	\$5,000.00	\$2,100.03
		06/30/24	prompt pay credit	06/30/24	(\$0.95)	(\$0.95)	200-200-5202490	Fuel	\$5,000.00	\$2,100.03
		06/30/24	prompt pay credit	06/30/24	(\$0.95)	(\$0.95)	300-300-5202490	Fuel	\$4,000.00	\$2,225.56
		06/30/24	treatment plant fuel	06/30/24	\$139.08	\$139.08	300-300-5202490	Fuel	\$4,000.00	\$2,225.56
		06/30/24	streets dept fuel	06/30/24	\$111.88	\$111.88	500-500-5202490	Fuel	\$4,000.00	\$2,647.11
		06/30/24	ambulance medic 9 fuel	06/30/24	\$119.19	\$119.19	700-720-5202490	Fuel	\$4,500.00	\$2,634.80
		06/30/24	prompt pay credit	06/30/24	(\$0.55)	(\$0.55)	700-720-5202490	Fuel	\$4,500.00	\$2,634.80
		06/30/24	ranger station mower fuel	06/30/24	\$36.17	\$36.17	800-800-5202490	Fuel	\$500.00	\$76.88
3	Zayo Group LLC, PO Box 734521, Chicago, IL, 60673-4521	07/09/24	treatment plant phone alarms	07/12/24	\$210.35	\$210.35	300-300-5202570	Telephone/Cell	\$3,500.00	\$3,500.00
321	ZiplyFiber, PO Box 740416, Cincinnati, OH, 45274-0416	07/09/24	internet/park cameras	07/12/24	\$80.00	\$80.00	100-130-5202181	Supplies (Janitorial & Op	\$3,500.00	\$3,500.00

**Total Bills To Pay:**

**\$76,058.17**

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<sup>th</sup> day of July, 2024.

Council Member 

Council Member 

City Administrator 

# City of Union Council Approval Report (Council Approval Report)

InvoiceNumber	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
526 2268	Air Fuzion LLC, 10703 B Walton Road, La Grande, OR, 97850	07/23/24	air conditioner repair	07/26/24	\$269.00	\$269.00	300-300-5202820	Maintenance (Building &	\$3,500.00	\$3,500.00
					<b>\$269.00</b>					
4	Avista, 1411 E. Mission Ave, Spokane, WA, 99252-0001	07/23/24	city hall	07/26/24	\$10.36	\$10.36	100-110-5202501	Heat	\$1,300.00	\$1,300.00
July '24					\$10.38	\$10.38	200-200-5202501	Heat	\$8,000.00	\$8,000.00
July '24					\$10.38	\$10.38	300-300-5202501	Heat	\$4,500.00	\$4,500.00
July '24					\$19.38	\$19.38	300-300-5202501	Heat	\$4,500.00	\$4,500.00
July '24					\$59.85	\$59.85	300-300-5202501	Heat	\$4,500.00	\$4,500.00
July '24					\$21.74	\$21.74	600-600-5202501	Heat	\$2,500.00	\$2,500.00
July '24					\$24.86	\$24.86	800-800-5202501	Heat	\$3,500.00	\$3,500.00
July '24					\$11.48	\$11.48	800-800-5202501	Heat	\$3,500.00	\$3,500.00
July '24					\$15.19	\$15.19	800-800-5202501	Heat	\$3,500.00	\$3,500.00
					<b>\$183.62</b>					
90 35261	Baum Smith LLC, PO Box 967, La Grande, OR, 97850	07/23/24	municipal judge/qtrly fee	07/26/24	\$250.00	\$250.00	100-140-5202190	Contract Services	\$2,500.00	\$2,500.00
					<b>\$250.00</b>					
74 85410676	Bound Tree, 23537 Network Place, Chicago, IL, 60673	07/23/24	ambulance medical supplies	07/26/24	\$154.83	\$154.83	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$13,649.92
					<b>\$154.83</b>					
450	Boyer-Davis, Anita, 277 W Bryan, Union, OR, 97883	07/23/24	cleaning contract	07/26/24	\$180.00	\$180.00	100-110-5202190	Contract Services	\$7,500.00	\$7,454.42
July '24					\$180.00	\$180.00	600-600-5202190	Contract Services	\$51,700.00	\$51,700.00
July '24					<b>\$360.00</b>					
7	CIS Trust, PO Box 6836, Portland, OR, 97228-6836	07/23/24	property/liability	07/26/24	\$4,215.10	\$4,215.10	100-110-5202710	Insurance/Property/Liability	\$7,000.00	\$6,879.56
PO-JUNN-I2024-00					\$21,918.48	\$21,918.48	200-200-5202710	Insurance/Property/Liability	\$27,500.00	\$27,208.93
PO-JUNN-I2024-00					\$21,918.48	\$21,918.48	300-300-5202710	Insurance/Property/Liability	\$23,500.00	\$23,208.93
PO-JUNN-I2024-00					\$6,744.15	\$6,744.15	500-500-5202710	Insurance/Property/Liability	\$4,000.00	\$3,899.68
PO-JUNN-I2024-00					\$4,215.07	\$4,215.07	600-600-5202820	Maintenance (Building &	\$20,000.00	\$20,000.00
PO-JUNN-I2024-00					\$8,430.19	\$8,430.19	700-710-5202710	Insurance/Property/Liability	\$11,081.00	\$11,005.72
PO-JUNN-I2024-00					\$12,645.28	\$12,645.28	700-720-5202710	Insurance/Property/Liability	\$11,190.00	\$11,114.72
PO-JUNN-I2024-00					\$4,215.07	\$4,215.07	800-800-5202710	Insurance/Property/Liability	\$4,500.00	\$4,474.90
					<b>\$84,301.82</b>					
402	Davenport, Chelsea, PO Box 946, Union, OR, 97883	07/23/24	airbnb supplies	07/26/24	\$51.25	\$51.25	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$6,000.00
reimb July 2024					<b>\$51.25</b>					



**City of Union**  
**Council Approval Report**  
 (Council Approval Report)

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
350	Farallon Consulting, PO Box 94147, Seattle, WA, 98124	07/23/24	CDBG consulting	07/26/24	\$4,760.00	\$4,760.00	210-000-5405990	CDBG Water Grant	\$1,700,000.00	\$1,700,000.00
52968						<b>\$4,760.00</b>	<i>CTB JB</i>			
377	Fox Electric, LLC, PO Box 2875, La Grande, OR, 97850	07/23/24	wiring main building	07/26/24	\$4,112.12	\$4,112.12	310-000-5403850	Building Improvements	\$30,000.00	\$30,000.00
2024-364						<b>\$4,112.12</b>	<i>CTB JB</i>			
522	Gardner, Dylan, 599 E Ash, Union, OR, 97883	07/23/24	clothing allowance FY 24-25	07/26/24	\$171.98	\$171.98	200-200-5202430	Clothing	\$1,200.00	\$1,200.00
reimb July '24						\$171.97	300-300-5202430	Clothing	\$1,200.00	\$1,200.00
reimb July '24						<b>\$343.95</b>	<i>CTB JB</i>			
104	H.D. Fowler, PO Box 84368, Seattle, WA, 98124	07/24/24	vipermag locator	07/26/24	\$2,654.87	\$2,654.87	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$40,000.00
16741033						\$406.32	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$40,000.00
18036514			water parts supplies	07/26/24	\$406.32	\$406.32	<i>CTB JB</i>	<i>Add \$1.94 shipping</i>		
63	Hawkins, Fred, PO Box 788, Union, OR, 97883	07/23/24	dust abatement/city portion	07/26/24	\$266.50	\$266.50	500-500-5202841	Dust Abatement	\$1,500.00	\$474.00
reimb July '24						<b>\$266.50</b>	<i>CTB JB</i>			
64	La Grande Fire & Ambulance, 1806 Cove Ave, La Grande, OR, 97850	07/23/24	shared ALS runs/april 2024	07/26/24	\$1,051.47	\$1,051.47	700-720-5202152	Billing/ALS Fees	\$13,390.00	\$12,355.00
April '24 ALS						<b>\$1,051.47</b>	<i>CTB JB</i>			
474	Lane Council of Governments, 859 Willamette Suite 500, Eugene, OR, 97401	07/24/24	contract services-admin	07/26/24	\$505.98	\$505.98	100-110-5202190	Contract Services	\$7,500.00	\$7,454.42
92739						<b>\$505.98</b>	<i>CTB JB</i>			
523	Lone Hawk Ranch LLC., Union, OR, 97883	07/23/24	supplies/coffee for airbnb's	07/26/24	\$120.00	\$120.00	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$6,000.00
975077						<b>\$120.00</b>	<i>CTB JB</i>			
15	McKesson Medical, PO Box 936279, Atlanta, GA, 31193-6279	07/23/24	ambulance medical supplies	07/26/24	\$429.76	\$429.76	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$13,649.92
22298809						\$157.86	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$13,649.92
22328752						\$101.54	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$13,649.92
22366863						<b>\$689.16</b>	<i>CTB JB</i>			
458	Michael Becker General Contractor Inc., PO Box 1159, La Grande, OR, 97850	07/23/24	CDBG proj	07/26/24	\$213,079.59	\$213,079.59	210-000-5405990	CDBG Water Grant	\$1,700,000.00	\$1,700,000.00
Payment #7						<b>\$213,079.59</b>	<i>CTB JB</i>			
215	Mird-American Research Chemical, PO Box 927, Columbus, NE, 68602-0927	07/23/24	treatment plant supplies	07/26/24	\$3,205.32	\$3,205.32	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
823695-IN										

# 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
						<b>\$3,205.32</b>				
16	Norco, Inc, PO Box 35144, Seattle, WA, 98124-5144	07/23/24	ambulance medical supplies	07/26/24	\$75.60	\$75.60	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$13,649.92
						<b>\$75.60</b>				
271	Old West Federal Credit Union, PO Box 2711, Omaha, NE, 68103-2711	07/23/24	binding combs	07/26/24	\$13.99	\$13.99	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	Celeste/clothing allowance FY 23-24	07/26/24	\$35.74	\$35.74	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	office supplies/external hard drive	07/26/24	\$23.05	\$23.05	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	Celeste/clothing allowance FY 23-24	07/26/24	\$21.31	\$21.31	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	otter program	07/26/24	\$30.00	\$30.00	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	cash back reward	07/26/24	(\$14.61)	(\$14.61)	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	adobe program	07/26/24	\$23.99	\$23.99	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	rackspace email services	07/26/24	\$126.39	\$126.39	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	cash back reward	07/26/24	(\$46.46)	(\$46.46)	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
July 2024		07/23/24	cash back reward	07/26/24	(\$4.76)	(\$4.76)	100-130-5202181	Supplies (Janitorial & Op	\$3,500.00	\$3,420.00
July 2024		07/23/24	park sprinklers/repairs	07/26/24	\$228.64	\$228.64	100-130-5202820	Maintenance (Building &	\$2,000.00	\$2,000.00
July 2024		07/23/24	land use training	07/26/24	\$59.00	\$59.00	100-160-5202010	Travel/Training	\$500.00	\$500.00
July 2024		07/23/24	cash back reward	07/26/24	(\$19.82)	(\$19.82)	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$40,000.00
July 2024		07/23/24	office supplies/external hard drive	07/26/24	\$23.00	\$23.00	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$40,000.00
July 2024		07/23/24	rackspace email services	07/26/24	\$126.39	\$126.39	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$40,000.00
July 2024		07/23/24	Celeste/clothing allowance FY 23-24	07/26/24	\$21.30	\$21.30	200-200-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	Paul/clothing allowance FY 23-24	07/26/24	\$48.50	\$48.50	200-200-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	Paul/clothing allowance FY 23-24	07/26/24	\$90.00	\$90.00	200-200-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	Celeste/clothing allowance FY 23-24	07/26/24	\$35.73	\$35.73	200-200-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	rackspace email services	07/26/24	\$126.39	\$126.39	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
July 2024		07/23/24	algaecide/golf pond	07/26/24	\$554.68	\$554.68	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
July 2024		07/23/24	algaecide/golf pond	07/26/24	\$554.68	\$554.68	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
July 2024		07/23/24	cash back reward	07/26/24	(\$26.01)	(\$26.01)	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
July 2024		07/23/24	skimmer/golf course pond	07/26/24	\$164.99	\$164.99	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
July 2024		07/23/24	office supplies/external hard drive	07/26/24	\$23.00	\$23.00	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
July 2024		07/23/24	Celeste/clothing allowance FY 23-24	07/26/24	\$21.30	\$21.30	300-300-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	Paul/clothing allowance FY 23-24	07/26/24	\$48.49	\$48.49	300-300-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	Paul/clothing allowance FY 23-24	07/26/24	\$90.00	\$90.00	300-300-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	Celeste/clothing allowance FY 23-24	07/26/24	\$35.73	\$35.73	300-300-5202430	Clothing	\$1,200.00	\$1,200.00
July 2024		07/23/24	postage	07/26/24	\$1.63	\$1.63	300-300-5202640	Postage/Shipping	\$3,500.00	\$3,500.00
July 2024		07/23/24	flex steel/repair to boat for golf pond	07/26/24	\$110.00	\$110.00	300-300-5202880	Equipment Repair/Maint	\$10,000.00	\$10,000.00
July 2024		07/23/24	skidsteer/snow blower parts	07/26/24	\$145.15	\$145.15	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$6,500.00
July 2024		07/23/24	skidsteer/snow blower parts	07/26/24	\$262.90	\$262.90	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$6,500.00
July 2024		07/23/24	bucket truck license/title	07/26/24	\$141.00	\$141.00	500-500-5202600	Dues/License/Certs	\$150.00	\$150.00
July 2024		07/23/24	library supplies	07/26/24	\$15.23	\$15.23	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,482.00

# City of Union Council Approval Report (Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
July 2024	07/23/24	rackspace email services	07/26/24	\$21.06	\$21.06	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,482.00
July 2024	07/23/24	library supplies	07/26/24	\$38.59	\$38.59	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,482.00
July 2024	07/23/24	bookcover supplies	07/26/24	\$164.26	\$164.26	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,482.00
July 2024	07/23/24	cash back reward	07/26/24	(\$15.41)	(\$15.41)	600-600-5202181	Supplies (Janitorial & Op		
July 2024	07/23/24	library phones install	07/26/24	\$19.10	\$19.10	600-600-5202181	Supplies (Janitorial & Op		
July 2024	07/23/24	books	07/26/24	\$26.10	\$26.10	600-600-5203410	Library Books/Magazines		
July 2024	07/23/24	credit	07/26/24	(\$2.79)	(\$2.79)	600-600-5203410	Library Books/Magazines		
July 2024	07/23/24	books	07/26/24	\$38.85	\$38.85	600-600-5203410	Library Books/Magazines		
July 2024	07/23/24	books	07/26/24	\$22.00	\$22.00	600-600-5203410	Library Books/Magazines		
July 2024	07/23/24	books	07/26/24	\$67.28	\$67.28	600-600-5203410	Library Books/Magazines		
July 2024	07/23/24	books	07/26/24	\$28.75	\$28.75	600-600-5203450	Library Programs		
July 2024	07/23/24	programs	07/26/24	\$14.55	\$14.55	600-600-5203450	Library Programs		
July 2024	07/23/24	programs	07/26/24	\$18.95	\$18.95	700-710-5202181	Supplies (Janitorial & Op		
July 2024	07/23/24	flyer cardstock	07/26/24	\$21.07	\$21.07	700-720-5202181	Supplies (Janitorial & Op		
July 2024	07/23/24	rackspace email services	07/26/24	\$65.96	\$65.96	800-800-5202820	Maintenance (Building &		
July 2024	07/23/24	ranger station sprinklers/repairs	07/26/24	\$65.96	\$65.96	800-800-5202820	Maintenance (Building &		
				<b>\$3,618.86</b>					
17		<b>O'Reilly Enterprises, PO Box 248, Cove, OR, 97824</b>							
681	07/23/24	library phone set up	07/26/24	\$168.00	\$168.00	600-600-5203800	IT/Computer/Software	\$6,076.00	\$5,934.81
				<b>\$168.00</b>					
48		<b>OTEC, PO Box 226, Baker City, OR, 97814</b>							
July 2024	07/23/24	city hall	07/26/24	\$53.60	\$53.60	100-110-5202540	Electricity	\$1,000.00	\$1,000.00
July 2024	07/23/24	park path lights	07/26/24	\$95.74	\$95.74	100-130-5202540	Electricity	\$2,000.00	\$2,000.00
July 2024	07/23/24	transfer station	07/26/24	\$51.21	\$51.21	100-150-5202540	Electricity	\$728.00	\$728.00
July 2024	07/23/24	public works shop	07/26/24	\$121.89	\$121.89	200-200-5202540	Electricity	\$32,000.00	\$32,000.00
July 2024	07/23/24	well #3	07/26/24	\$2,149.60	\$2,149.60	200-200-5202540	Electricity	\$32,000.00	\$32,000.00
July 2024	07/23/24	public works shop	07/26/24	\$69.44	\$69.44	200-200-5202540	Electricity	\$32,000.00	\$32,000.00
July 2024	07/23/24	well #2	07/26/24	\$245.00	\$245.00	200-200-5202540	Electricity	\$32,000.00	\$32,000.00
July 2024	07/23/24	city hall	07/26/24	\$53.60	\$53.60	200-200-5202540	Electricity	\$32,000.00	\$32,000.00
July 2024	07/23/24	city hall	07/26/24	\$4,909.52	\$4,909.52	210-000-5405990	CDBG Water Grant	\$1,700,000.00	\$1,700,000.00
CDBG	07/24/24	CDBG proj-extended electrical lines	07/26/24	\$61.02	\$61.02	300-300-5202540	Electricity	\$38,000.00	\$38,000.00
July 2024	07/23/24	oregon street lift station	07/26/24	\$53.60	\$53.60	300-300-5202540	Electricity	\$38,000.00	\$38,000.00
July 2024	07/23/24	city hall	07/26/24	\$2,289.90	\$2,289.90	300-300-5202540	Electricity	\$38,000.00	\$38,000.00
July 2024	07/23/24	fulton street pumphouse	07/26/24	\$1,377.01	\$1,377.01	300-300-5202540	Electricity	\$38,000.00	\$38,000.00
July 2024	07/23/24	treatment plant	07/26/24	\$56.26	\$56.26	500-500-5202540	Electricity	\$27,020.00	\$27,020.00
July 2024	07/23/24	dearborn street	07/26/24	\$2,083.04	\$2,083.04	500-500-5202540	Electricity	\$27,020.00	\$27,020.00
July 2024	07/23/24	street lights	07/26/24	\$122.17	\$122.17	600-600-5202540	Electricity	\$3,250.00	\$3,250.00
July 2024	07/23/24	library	07/26/24	\$54.30	\$54.30	800-800-5202540	Electricity	\$3,500.00	\$3,500.00
July 2024	07/23/24	ranger station airbnb	07/26/24	\$62.86	\$62.86	800-800-5202540	Electricity	\$3,500.00	\$3,500.00
July 2024	07/23/24	ranger station airbnb	07/26/24	\$62.86	\$62.86	800-800-5202540	Electricity	\$3,500.00	\$3,500.00
				<b>\$13,909.76</b>					

*Two receipts from Tiffany*

*JB*

*JB*

*JB*

Council Approval Report  
(Council Approval Report)

Vendor

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
525	July '24	Plank, Darrel, 3002 N Fir, La Grande, OR, 97850	07/26/24	\$100.00	\$100.00	600-600-5202820	Maintenance (Building &	\$20,000.00	\$20,000.00
		07/23/24 repair float trailer			\$100.00	ATB JB			
22	39468500/3946914	Quill Corporation, PO Box 37600, Philadelphia, PA, 19101-0600	07/26/24	\$94.22	\$94.22	100-110-5202181	Supplies (Janitorial & Op	\$4,500.00	\$4,251.45
	39468500/3946914	07/23/24 office supplies/copy paper			\$113.09	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$40,000.00
	39468500/3946914	07/23/24 office supplies/copy paper			\$113.09	300-300-5202181	Supplies (Janitorial & Op	\$52,422.00	\$52,422.00
	39468500/3946914	07/23/24 office supplies/copy paper			\$18.85	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$6,500.00
	39468500/3946914	07/23/24 office supplies/copy paper			\$18.85	700-710-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,500.00
	39468500/3946914	07/23/24 office supplies/copy paper			\$18.85	700-720-5202181	Supplies (Janitorial & Op	\$14,000.00	\$13,649.92
					\$376.95	ATB JB			
217	2696	Ridley Pest Control, PO Box 2795, La Grande, OR, 97850	07/26/24	\$620.00	\$620.00	800-800-5202820	Maintenance (Building &	\$3,500.00	\$3,500.00
		07/23/24 pest extermination/ranger station			\$620.00	ATB JB			
527	3417	Simtek Industrial Controls & Automation, PO Box 1535, Pendleton, OR, 97801	07/26/24	\$1,665.53	\$1,665.53	210-000-5404599	System Improvements	\$755,384.00	\$755,384.00
		07/23/24 autodialer/well #3			\$1,665.53	ATB JB			
					\$1,665.53	5000 ATB JB			
524	July '24	The Union Merc, PO Box 932, Union, OR, 97883	07/26/24	\$200.00	\$200.00	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$6,000.00
		07/23/24 2 sets of bicycles for airbnb's			\$200.00	ATB JB			
50	415335	Tritech Software Systems, 12709 Collection Center Drive, Chicago, IL, 60693	07/26/24	\$38.30	\$38.30	200-200-5202640	Postage/Shipping	\$3,500.00	\$3,500.00
	415903	07/23/24 billing/postage			\$358.83	200-200-5202640	Postage/Shipping	\$3,500.00	\$3,500.00
	415335	07/23/24 billing/postage			\$38.30	300-300-5202640	Postage/Shipping	\$3,500.00	\$3,500.00
	415903	07/23/24 billing/postage			\$358.83	300-300-5202640	Postage/Shipping	\$3,500.00	\$3,500.00
	415335	07/23/24 billing/postage			\$4.26	700-710-5202640	Postage/Shipping	\$973.00	\$973.00
	415903	07/23/24 billing/postage			\$38.02	700-710-5202640	Postage/Shipping	\$973.00	\$973.00
	415335	07/23/24 billing/postage			\$4.26	700-720-5202640	Postage/Shipping	\$1,241.00	\$1,241.00
	415903	07/23/24 billing/postage			\$38.02	700-720-5202640	Postage/Shipping	\$1,241.00	\$1,241.00
					\$678.82	ATB JB			
116	July '24-Sept '24	Union County Sheriff's Office, 1109 K Ave, La Grande, OR, 97850	07/26/24	\$8,143.98	\$8,143.98	100-120-5202190	Contract Services	\$90,000.00	\$77,426.25
		07/23/24 contract services			\$8,143.98	ATB JB			
321	July '24	ZiplyFiber, PO Box 740416, Cincinnati, OH, 45274-0416	07/26/24	\$43.30	\$43.30	100-110-5203800	IT/Computer/Software	\$13,888.00	\$13,684.68
		07/23/24 city hall internet			\$75.94	200-200-5202570	Telephone/Cell	\$3,960.00	\$3,879.41
		07/23/24 public works internet			\$77.60	200-200-5203800	IT/Computer/Software	\$13,020.00	\$11,816.62
		07/23/24 city hall internet							

**City of Union  
Council Approval Report  
(Council Approval Report)**

7/24/2024 10:04am

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		July '24 city hall	07/23/24	city hall internet	07/26/24	\$77.60	\$77.60	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,521.51
		July '24 city hall	07/23/24	city hall internet	07/26/24	\$10.74	\$10.74	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,549.00
		July '24 city hall	07/23/24	city hall internet	07/26/24	\$5.38	\$5.38	700-710-5203800	IT/Computer/Software	\$868.00	\$846.85
		July '24 city hall	07/23/24	city hall internet	07/26/24	\$5.38	\$5.38	700-720-5203800	IT/Computer/Software	\$1,736.00	\$1,714.84
		July '24 airbnb	07/23/24	airbnb internet	07/26/24	\$58.76	\$58.76	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$6,000.00
		July '24 public work	07/23/24	airbnb internet	07/26/24	\$72.00	\$72.00	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$6,000.00
						<b>\$426.70</b>					
						<b>\$346,950.00</b>					

*Handwritten initials/signature*

**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<sup>th</sup> day of July, 2024

Council Member [Signature]

Council Member [Signature] 7-25-24

City Administrator [Signature]

**CASH SUMMARY COMPARED TO BUDGET (Expenses) July 2024**

Department	2024-2025 Budget	Current Expenses	YTD Expenses	Variance	% Budget Expended
<b>GENERAL FUND</b>					
Administration	\$ 359,857.00	\$ 15,147.47	\$ 15,147.47	\$ 344,709.53	4.2%
Building Maintenance Rsv	\$ 360,514.00		\$ -	\$ 360,514.00	0.0%
Vehicle/Equip Rsv	\$ 156,753.00		\$ -	\$ 156,753.00	0.0%
Public Safety	\$ 108,906.00	\$ 22,397.12	\$ 22,397.12	\$ 86,508.88	20.6%
Emergency Event	\$ 116,017.00		\$ -	\$ 116,017.00	0.0%
Parks Department	\$ 36,412.00	\$ 2,752.20	\$ 2,752.20	\$ 33,659.80	7.6%
Park Rsv	\$ 24,911.00		\$ -	\$ 24,911.00	0.0%
Special Tree Fund	\$ 15,380.00		\$ -	\$ 15,380.00	0.0%
Court	\$ 3,159.00	\$ 260.00	\$ 260.00	\$ 2,899.00	8.2%
Recycling	\$ 828.00	\$ 51.21	\$ 51.21	\$ 776.79	6.2%
Planning	\$ 30,873.00	\$ 1,952.09	\$ 1,952.09	\$ 28,920.91	6.3%
Unappropriated Funds	\$ 211,705.00		\$ -	\$ 211,705.00	0.0%
<b>Total General Fund</b>	<b>\$ 1,425,315.00</b>	<b>\$42,560.09</b>	<b>\$42,560.09</b>	<b>\$ 1,382,754.91</b>	<b>3.0%</b>
<b>WATER FUND</b>					
Water Department	\$ 1,207,811.00	\$ 51,449.09	\$ 51,449.09	\$ 1,156,361.91	4.3%
Water Rsv	\$ 2,505,384.00	\$ 224,414.64	\$ 224,414.64	\$ 2,280,969.36	9.0%
<b>Total Water Fund</b>	<b>\$ 3,713,195.00</b>	<b>\$ 275,863.73</b>	<b>\$275,863.73</b>	<b>\$ 3,437,331.27</b>	<b>7.4%</b>
<b>SEWER FUND</b>					
Sewer Department	\$ 840,443.00	\$ 52,127.09	\$ 52,127.09	\$ 788,315.91	6.2%
Sewer Rsv	\$ 309,696.00	\$ 4,112.12	\$ 4,112.12	\$ 305,583.88	1.3%
Sewer Debt	\$ 378,602.00	\$ 14,685.97	\$ 14,685.97	\$ 363,916.03	3.9%
<b>Total Sewer Fund</b>	<b>\$ 1,528,741.00</b>	<b>\$ 70,925.18</b>	<b>\$70,925.18</b>	<b>\$ 1,457,815.82</b>	<b>4.6%</b>
<b>SYSTEM DEVELOPMENT FUND (SDC)</b>					
System Development	\$ 102,779.00	\$ -	\$ -	\$ 102,779.00	0.0%
<b>Total SDC</b>	<b>\$ 102,779.00</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$ 102,779.00</b>	<b>0.0%</b>
<b>STREET FUND</b>					
Street Department	\$ 378,737.00	\$ 19,523.60	\$ 19,523.60	\$ 359,213.40	5.2%
Street Rsv	\$ 722,771.00		\$ -	\$ 722,771.00	0.0%
Bike/Ped Path	\$ 75,680.00		\$ -	\$ 75,680.00	0.0%
<b>Total Street Fund</b>	<b>\$ 1,177,188.00</b>	<b>\$ 19,523.60</b>	<b>\$19,523.60</b>	<b>\$ 1,157,664.40</b>	<b>1.7%</b>
<b>LIBRARY FUND</b>					
Library Department	\$ 351,495.00	\$ 14,132.91	\$ 14,132.91	\$ 337,362.09	4.0%
<b>Total Library Fund</b>	<b>\$ 351,495.00</b>	<b>\$ 14,132.91</b>	<b>\$14,132.91</b>	<b>\$ 337,362.09</b>	<b>4.0%</b>

**EMERGENCY SERVICES FUND**

<b>EMERGENCY SERVICES FUND</b>					
Unappropriated Funds			\$ -		
Fire Department	\$ 227,612.00	\$ 14,670.77	\$ 14,670.77	\$ 212,941.23	6.4%
Ambulance Department	\$ 285,714.00	\$ 21,069.38	\$ 21,069.38	\$ 264,644.62	7.4%
EMS Vehicle/Equip Rsv	\$ 171,540.00		\$ -	\$ 171,540.00	0.0%
<b>Total EMS Fund</b>	<b>\$ 684,866.00</b>	<b>\$ 35,740.15</b>	<b>\$35,740.15</b>	<b>\$ 649,125.85</b>	<b>5.2%</b>

**RANGER STATION FUND**

<b>RANGER STATION FUND</b>					
Ranger Station	\$ 122,182.00	\$ 7,086.16	\$ 7,086.16	\$ 115,095.84	5.8%
<b>Total Ranger Station</b>	<b>\$ 122,182.00</b>	<b>\$ 7,086.16</b>	<b>\$7,086.16</b>	<b>\$ 115,095.84</b>	<b>5.8%</b>

**DOWNTOWN REVOLVING LOAN FUND (DRL)**

<b>DOWNTOWN REVOLVING LOAN FUND (DRL)</b>					
DRL Fees/Loans	\$ 38,250.00		\$ -	\$ 38,250.00	0.0%
<b>Total DRL</b>	<b>\$ 38,250.00</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$ 38,250.00</b>	<b>0.0%</b>

<b>GRAND TOTAL</b>	<b>\$ 9,144,011.00</b>	<b>\$465,831.82</b>	<b>\$465,831.82</b>	<b>\$ 8,678,179.18</b>	<b>5.1%</b>
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## City of Union, Oregon

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

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

*Home to the Buffalo Peak Golf Course*

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### MEMORANDUM

August 7, 2024

TO: Celeste Tate, City Administrator  
FROM: Laura Dodds, Office Manager

SUBJECT: Office Manager Staff Report – for July 2024

The following financial report shows revenues/expenditures:

- ❖ Total revenue for the month of July: **\$185,446.68**
- ❖ Total expenditures for the month of July: **\$465,831.82**
- ❖ A total of **\$115,307.67** was billed out in utility bills for the month
- ❖ We delivered 50 delinquent notices on July 31st. Delinquent fees total **\$1000.00**. This day, August 7<sup>th</sup>, is shut off day and a total of 5 accounts have been shut off, and a \$35.00 fee assessed on each account. The account will then be due in full to have services restored.
- ❖ Total amount billed for late fees assessed **\$1942.50**
- ❖ Airbnb Revenue (that was unavailable last month) for June 2024, before deducting cleaning and management fees: **\$5822.91**
- ❖ Airbnb Revenue for July 2024, before deducting cleaning and management fees: **\$7646.42**
- ❖ Attached with this report you will find a budget summary of revenues and expenditures up to date by department, and Accounts Payable for the month of July.

## CASH SUMMARY COMPARED TO BUDGET (Revenues)

July 2024

Source	2024-2025 Budget	Current Receipts	YTD Receipts	Variance	% Budget Collected
<b>GENERAL FUND</b>					
Beginning Cash	\$ 852,514.00			\$ 852,514.00	0.0%
Property Taxes	\$ 175,000.00	\$ 2,347.88	\$ 2,347.88	\$ 172,652.12	1.3%
Delinquent Taxes	\$ 5,000.00	\$ 537.11	\$ 537.11	\$ 4,462.89	10.7%
Interest	\$ 34,101.00	\$ 182.28	\$ 182.28	\$ 33,918.72	0.5%
Franchise Fees	\$ 115,000.00	\$ 23,567.71	\$ 23,567.71	\$ 91,432.29	20.5%
Oregon Liquor Revenue	\$ 40,000.00	\$ 3,252.33	\$ 3,252.33	\$ 36,747.67	8.1%
Cigarette Tax	\$ 1,500.00	\$ 120.33	\$ 120.33	\$ 1,379.67	8.0%
Oregon Shared Revenue	\$ 24,500.00		\$ -	\$ 24,500.00	0.0%
Transient Lodging Tax	\$ 4,500.00	\$ 767.91	\$ 767.91	\$ 3,732.09	17.1%
Liquor License Fees	\$ 150.00		\$ -	\$ 150.00	0.0%
License/Permits	\$ 100.00		\$ -	\$ 100.00	0.0%
Land Use Fees	\$ 3,000.00	\$ 125.00	\$ 125.00	\$ 2,875.00	4.2%
Burn Permits	\$ 1,200.00		\$ -	\$ 1,200.00	0.0%
Court Fines	\$ 750.00		\$ -	\$ 750.00	0.0%
City Surplus Sales	\$ 1,000.00		\$ -	\$ 1,000.00	0.0%
Misc Revenue	\$ 15,000.00	\$ 3,146.47	\$ 3,146.47	\$ 11,853.53	21.0%
Transfers From Other Funds	\$ 221,000.00		\$ -	\$ 221,000.00	0.0%
<b>Total General Fund</b>	<b>\$ 1,494,315.00</b>	<b>\$ 34,047.02</b>	<b>\$34,047.02</b>	<b>\$ 1,460,267.98</b>	<b>2.3%</b>
<b>WATER FUND</b>					
Cash on Hand	\$ 1,182,108.00			\$ 1,182,108.00	0.0%
Interest	\$ 47,285.00	\$ 271.16	\$ 271.16	\$ 47,013.84	0.6%
Water Bills	\$ 601,002.00	\$ 62,023.30	\$ 62,023.30	\$ 538,978.70	10.3%
Set-up Fees	\$ 1,300.00	\$ 75.00	\$ 75.00	\$ 1,225.00	5.8%
Installation Fees	\$ 5,000.00		\$ -	\$ 5,000.00	0.0%
CDBG Grant	\$ 1,700,000.00		\$ -	\$ 1,700,000.00	0.0%
Transfers In	\$ 175,000.00		\$ -	\$ 175,000.00	0.0%
Misc Revenue	\$ 1,500.00	\$ 59.13	\$ 59.13	\$ 1,440.87	3.9%
<b>Total Water Fund</b>	<b>\$ 3,713,195.00</b>	<b>\$ 62,428.59</b>	<b>\$ 62,428.59</b>	<b>\$ 3,650,766.41</b>	<b>1.7%</b>
<b>SEWER FUND</b>					
Cash on Hand	\$ 594,487.00			\$ 594,487.00	0.0%
Interest	\$ 15,716.00	\$ 271.16	\$ 271.16	\$ 15,444.84	1.7%
Sewer Bills	\$ 657,738.00	\$ 55,749.48	\$ 55,749.48	\$ 601,988.52	8.5%
Set-up Fees	\$ 1,200.00	\$ 75.00	\$ 75.00	\$ 1,125.00	6.3%
Septic Fees	\$ 100.00		\$ -	\$ 100.00	0.0%
Installation Fees	\$ 3,500.00		\$ -	\$ 3,500.00	0.0%
Billed Labs	\$ 2,500.00	\$ 105.00	\$ 105.00	\$ 2,395.00	4.2%
Transfers In	\$ 252,000.00		\$ -	\$ 252,000.00	0.0%
Misc Revenue	\$ 1,500.00	\$ 59.14	\$ 59.14	\$ 1,440.86	3.9%

<b>Total Sewer Fund</b>	\$ 1,528,741.00	\$ 56,259.78	\$56,259.78	\$ 1,472,481.22	3.7%
<b>SYSTEM DEVELOPMENT FUND (SDC)</b>					
Cash on Hand	\$ 98,826.00			\$ 98,826.00	0.0%
Interest	\$ 3,953.00		\$ -	\$ 3,953.00	
Water Development Charge			\$ -	\$ -	0.0%
Sewer Development Charge			\$ -	\$ -	0.0%
Water New Growth			\$ -	\$ -	0.0%
<b>Total SDC</b>	\$ 102,779.00	\$ -	\$ -	\$ 102,779.00	0.0%
<b>STREET FUND</b>					
Cash on Hand	\$ 458,939.00			\$ 458,939.00	0.0%
State Gas Taxes	\$ 168,000.00	\$ 15,646.78	\$ 15,646.78	\$ 152,353.22	9.3%
Street Install Fees	\$ 500.00		\$ -	\$ 500.00	0.0%
Interest	\$ 18,357.00		\$ -	\$ 18,357.00	
SCA Grant	\$ 100,000.00		\$ -	\$ 100,000.00	
Bridge STIP	\$ 316,392.00		\$ -	\$ 316,392.00	0.0%
Transfers from Other Funds	\$ 115,000.00		\$ -	\$ 115,000.00	0.0%
<b>Total Street Fund</b>	\$ 1,177,188.00	\$ 15,646.78	\$ 15,646.78	\$ 1,161,541.22	1.3%
<b>LIBRARY FUND</b>					
Cash on Hand	\$ 149,274.00			\$ 149,274.00	0.0%
Taxes Levied	\$ 125,000.00	\$ 1,977.16	\$ 1,977.16	\$ 123,022.84	1.6%
Grant Funds	\$ 64,250.00	\$ 1,200.00	\$ 1,200.00	\$ 63,050.00	1.9%
Interest	\$ 5,971.00		\$ -		
Misc Revenue	\$ 7,000.00	\$ 70.70	\$ 70.70	\$ 6,929.30	1.0%
<b>Total Library Fund</b>	\$ 351,495.00	\$ 3,247.86	\$ 3,247.86	\$ 348,247.14	0.9%
<b>EMERGENCY SERVICES FUND</b>					
Cash on Hand	\$ 388,505.00			\$ 388,505.00	0.0%
Interest	\$ 15,541.00	\$ 135.58	\$ 135.58	\$ 15,405.42	0.9%
EMS Surcharge Fees	\$ 184,320.00	\$ 76.66	\$ 76.66	\$ 184,243.34	0.0%
Ambulance Svc Fees	\$ 89,000.00	\$ 5,912.81	\$ 5,912.81	\$ 83,087.19	6.6%
Burn Permits	\$ 1,500.00		\$ -	\$ 1,500.00	0.0%
Transfers In			\$ -	\$ -	0.0%
Misc Income	\$ 1,000.00		\$ -	\$ 1,000.00	0.0%
Grant Funds	\$ 5,000.00		\$ -	\$ 5,000.00	0.0%
<b>Total EMS Fund</b>	\$ 684,866.00	\$ 6,125.05	\$ 6,125.05	\$ 678,740.95	0.9%
<b>RANGER STATION FUND</b>					
Cash on Hand	\$ 56,989.00			\$ 56,989.00	0.0%
Interest	\$ 2,280.00	\$ 45.18	\$ 45.18	\$ 2,234.82	2.0%
Rent	\$ 62,813.00	\$ 7,646.42	\$ 7,646.42	\$ 55,166.58	12.2%
Transfers In			\$ -	\$ -	0.0%
Grant Funds			\$ -	\$ -	0.0%
Misc Revenue	\$ 100.00		\$ -	\$ 100.00	0.0%

<b>Total Ranger Station</b>	\$ 122,182.00	\$ 7,691.60	\$ 7,691.60	\$ 114,490.40	6.3%
<b>DOWNTOWN REVOLVING LOAN FUND (DRL)</b>					
Cash on Hand	\$ 36,538.00			\$ 36,538.00	0.0%
Interest	\$ 1,462.00		\$ -	\$ 1,462.00	0.0%
Loan Fees			\$ -	\$ -	0.0%
Transfers In			\$ -	\$ -	0.0%
Loan Payments Rec'd	\$ 250.00		\$ -	\$ 250.00	0.0%
<b>Total DRL</b>	\$ 38,250.00	\$ -	\$ -	\$ 38,250.00	0.0%
<b>GRAND TOTAL</b>	\$ 9,213,011.00	\$ 185,446.68	\$185,446.68	\$ 9,027,564.32	2.0%

## July Monthly Report 2024

### Statistics

	This Year	Last Year
Patron Count	1194	1331
Circulation Count:	1274	1160
Adult	633	534
Children	641	626
Audios	101	116
Videos	206	165
Music CD's	0	0
Materials Added	98	81
Reference Questions	11	4
Programs for Patrons	33	33
Participants	440	505
Computer Usage	1507895	1307367
New Patrons	10	12
ILL Requests	354	175
Notary	2	6

### Events and Additions:

Gained 2 employees, lost one.

Held booth 4th of July

\*gave away glow sticks, necklaces, temp. tattoos, flags

Weeded adult fic, juvenile non-fic, paperbacks

See 2nd tab for breakdown of events

SRP July 2024	Attendance	SRP July 2023	Attendance
Fairy Houses	20	Dino Wash	16
Calligraphy Pens	7	Lewis & Clark traveling trunk	16
Nature Bracelets	11	Tiny gardeners	6
Upcycled Greenhou	5	seed balls	12
Youth Book Club	0	Tai Chi	5
Bugs in Nature	18	Robotics show	47
OSU Food Hero	11	Play kitchen	13
Paper Making	8	Tea blending	7
Sand Dough	14	kids yoga & movement	0
Ocean Slime	28	Finding bugs in nature	22
Journey Under the :	31	Adult yoga	3
Tic Tac Toe	12	leaf cutting tray	5
Youth Book Club	8	solar prints	7
Tube Animals	6	tai chi	5
OSU Food Hero	4	watershed exploration	11
Book Binding	8	Edible finger paint	19
Nail Salon	18	Guided ARTitation	5
Drawstring Bags	11	kids yoga & movement	0
Savage Serpents	43	Nature Journal	12
Youth Book Club	3	character puppets	14
Pounded Flower Pri	22	Oregon Trail Interpretive Center	15
OSU Food Hero	10	Geodes	48
Flower Press	8	Oregon Rocks	19
Beading	17	Tai Chi	5
Jiu Jitsu	18	Movie	63
Creek Monitoring	17	Chiqui chef	21
Parachute	31	Floral Candles	7
Youth Book Club	5	Go STEM	24
Underwaterscope	13	Ice painting	22
Escape Room	6	Go STEM	26
Cardboard Castle	4	Tai Chi	5
Marble Run	10	Avella Orchard tour	3
Cupcake Walk	13	Superhero Design	14

SRP July 2022

Safari Silhouettes	9
Handprint painting	10
Paper beads	39
Feather Earrings	10
Yoga/lacing cards	22
Savage Serpents	78
Yoga/mosaic masks	26
Food Hero 1	12
Bird Houses	74
Food Hero 2	8
Food Hero 3	22
Animal Track Bingo	18
Food Hero 4	15
Guided Hike	16
Aboriginal Art	5
Geodes	52
Sand Art	40
Cave Art	23

# programs for 0-5  
attendance  
#programs for 6-11  
attendance  
#programs for 12-18  
attendance  
#programs for 19+  
attendance  
# all age programs (general interest)  
attendance  
Meeting room usage  
Self directed activities  
# SDA participants  
  
# on-site programs  
# off-site programs

**General Interest Program Sessions\*** A general interest program session is any planned event that is approj

**Meeting Room Usage.** Number of all other meetings or events held at library facilities that were not spons

**self-directed activities** Please report the number of self-directed activities your library created throughout



appropriate for any age group or multiple age groups

supported or co-sponsored by the library. Please include scheduled meetings which occur in any area of the library throughout the year. Self-directed activities are program-like activities the library produces that do not necessitate

library (your library need not have a room specifically for meetings). Please include study room use (even direct staff interaction with patrons in real time. Report activities aimed at any age group. Activities can

1 if used by single individuals), and other scenarios where library space is used for community meetings,  
be onsite at the library, or elsewhere in the community. These may include, but are not limited to: • Tal

which you are able to easily track (scheduled tutoring sessions, etc.).

ke-&-make kits • Passive programs • White board, magnetic poetry, and/or sticky-note prompts (for exa

ample, Question of the Week) • Guessing jars • Crafting corners • Games and puzzles • Scavenger hunts



# Memorandum

**Subject:** Ordinance Officer Monthly Report  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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**ATTACHED:**  
[Ordinance Officer Monthly Report July 2024](#)

## City of Union, Oregon

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342 S. Main Street  
Union, OR 97883

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

*Home to the Buffalo Peak Golf Course*

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**JULY 2024**

**To:**

Susan Hawkins  
Union City Mayor

Celeste Tate  
City Administrator

City Council Members

**Focal Points:**

Fielding Citizen Complaints  
Enforcing City Ordinances  
Educating Residents on Ordinances  
Building Relationships and Rapport with Residents  
Daily Drive Around City to Check on Violations/Compliances

**Complaints:**

1- 7 complaints concerning the grass, garbage and people living in the trailers at 166 N 5<sup>th</sup> Street. The Owners live in Pendleton. The grass is taken care of. I am still working on the trailers. Unfortunately the garbage bags in the yard are full of clothing.

1-Complaint about 2 Vehicles parked in right of way and garbage blowing everywhere. Drove by and vehicles were being worked on and hadn't moved in quiet awhile. I asked Officer Witty to Red Tag them. They were both gone the next day. The people were moved out of the house so garbage was cleaned up also.

1-Complaint about the Trees And Grass at Oregon Street and Main. Letter was sent to the owner. I will follow up.

**Other Letters Sent:**

44-Weed and Grass letters sent out. 34 have come into compliance. Will follow up on the others.

3-Potential trailer inhabitation. 1-Is being used as a tool storage while owner turns horse trailer into food trailer. 1-Is unoccupied. 1-Was gone the next day.

1-Truck Trailer parked in front of house. Owner came down and got a permit. There bathroom flooded and the Construction people have their stuff stored in it.

1-Storage of Vehicle in R.O.W. Vehicle was removed.

1-Storage of Vehicle on Property. A fence was built and has hauled off other vehicles. Also has started cleaning up property!

1-Vehicle Parked in R.O.W! Resident is now driving vehicle and parking it in his drive way.

1-Garbage and Vehicle on blocks. Will follow up cause was given 15 days to clean up.

1-Wood in R.O.W. Wood was removed.



# Memorandum

**Subject:** Buffalo Flat Project  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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**ATTACHED:**

[Buffalo Flat Design Project Update 2024 August](#)





10507 N. McAlister Road  
La Grande Oregon 97850

## **Union City Council Buffalo Flats Design Update**

### **Little Creek**

The design team is on track to complete the 80% draft design plans for the Little Creek Restoration Project by the end of August.

### **Catherine Creek:**

The Oregon Department of Transportation (ODOT) is conducting a feasibility study and cost estimate for relocating a portion of Highway 203 along Catherine Creek on the Buffalo Peak Land & Livestock property.



# Memorandum

**Subject:** Public Works Report  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Paul Phillips, Public Works Lead

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**ATTACHED:**

[Public Works Monthly Report July 2024](#)

City of Union Council Report for July 2024 Public Works Department  
Streets: Chip sealing has been completed by the county. East Delta from Main to Benson (7 blocks) 1 lift, E. Harrison (2 blocks) from Main to Bellwood one lift, S. Bellwood (2 blocks) from Fulton to Harrison one lift, and South Gale (3blocks) from E. Center to E. Fulton three lifts. We borrowed the sweeper from the county and swept the excess chips off the roads. The diesel spill along E. Delta has been cleaned up.

Approximately 35 yards of material was removed, and the soil passed the test, and the contractor used  $\frac{3}{4}$  minus gravel to fill the hole in with, which was supplied by the city of Union. Originally the contractor was expecting to remove around 200 yards of material and for it to take them at least two days to complete the project so the final bill should be quite a bit less then what the estimate was for as the project was completed in one day. The senior banners were removed using the new bucket truck.

Water: We fixed a leak on the old intake line and fixed a leak at West Harrison and South 2<sup>nd</sup> on a service line. We turned on the corpstops for the well #2 chlorine analyzer. All the trades are currently working to try and finish up Well #2 and put it in service so the work on well #3 can begin.

Park: Fixed a broken sprinkler and painted all the picnic tables. Mowed and edged the sidewalks.

Ranger Station: Trimmed up a tree that had limbs hanging down obstructing vision. We have started painting the South garage.

State Shop: We have done some cleaning and organizing of the warehouse building.

Sewer: We continue to monitor the effluent pond at the golf course as we have the algae under control and are trying to get a handle on the duck weed. We have not had to use any city well water on the course so far.

UPCOMMING WORK: water and sewer services N. 4<sup>th</sup> and W. Chestnut, water and sewer services Cove Highway, West Birch sewer line extension, West Hickory sewer service installation, and S. College water service line installation.

Paul Phillips Public Works Lead 8-6-2024.



# Memorandum

**Subject:** July 2024 Wastewater Report  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Heather Daggett, Wastewater

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**ATTACHED:**  
[Wastewater Report July 2024](#)

## Wastewater Report JULY 2024

**Drying Beds & Sludge removal** – Currently 2 of 4 drying beds are occupied. Drying Beds 2 & 3 have Digester sludge from the secondary digester. Sludge maintenance and monitoring, decanting water off the digesters as well as transfer from the Primary Digester to the Secondary Digester. Turn drying beds when weather conditions allow.

### Maintenance Treatment facility

- Ground water pump clean away debris and maintenance

### Monthly Maintenance @ Treatment Facility

- Laboratory equipment
- Chemical pump maintenance, Chlorine, and Calcium Pumps
- Blower Services and Maintenance
- RBC Maintenance
- SBC: Grease

**Effluent** - Effluent discharge is going to Buffalo Peak Golf Course with an average of 140,000 gall a day.

**Laboratory** – Daily, Weekly, Monthly, and Quarterly laboratory testing to meet DEQ requirements, and facility process checks.

**Influent** - Screen & channel cleaning.

- Pull influent screen and manually clean and remove rags that bound up around the drum shaft and support bar, at least once a week.

**Other VACK TRUCK**

**Golf Course Pond** –

- Battling algae and pond weeds, unplugging aeration fountains and applying pond chemicals weekly.

**Collections System** –

- Camera sewer line S 4<sup>th</sup> (Arch to Dearborn)



# Memorandum

**Subject:** City Administrator Report  
**Meeting:** City Council - Aug 12 2024  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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**ATTACHED:**

[City Administrator Report July 2024](#)  
[20240722\\_RegConvo\\_Packet](#)

## City of Union, Oregon



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### CITY ADMINISTRATOR REPORT - July 2024

#### Administration:

The new Code Enforcement staff Shawna Opie has done a phenomenal job in her first month with the City and has been a great help in making progress on some of the areas of concern around the city. I have fielded many calls this month from individuals with questions on different properties for sale around town and these inquiries have helped increase my knowledge of City Ordinances and zoning as well. I had a meeting with Kuri Gill from the State of Oregon who works with the Certified Local Agencies in the State in regards to Historic Preservation. I will be working with the historic committee for the city to assist in re-starting meetings and increasing outreach to the public. Having the designation of a Certified Local Agency for historical purposes gives us access to monies to assist in furthering those efforts so I will be working on that as well. We also had an onsite visit from our property insurance and risk management carrier as this year was our turn for onsite visits, appraisals and walk throughs. That went well. Avista gas company also paid the city a visit which was very informative in regards to the franchise agreement and their utility services within the city of union. There was a regional meeting with a presentation of the Oregon Housing Needs Analysis and an overview of rulemaking that will be commencing soon. What this means is there will be changes to the Land Use Codes in the state of Oregon. The Rulemaking process will occur in 2024 and 2025 with the final rules in December 2025. These new rules will need to be incorporated into a new comprehensive plan for the city of Union. I will be learning more over the next several months and will update council and planning with what I learn.

#### Public Works:

Public works has been very busy with regular maintenance; new service hookups; the well project; and chip sealing. In addition, the crew will be commencing the cleaning of the wastewater treatment facility as part of the DEQ requirements so will continue to be very busy with keeping all the different projects going. Our part-time summer workers have been a great help but will be going back to school in the next couple of weeks.

#### Fire/EMS Annexation:

I continue to work with Kim George with the Union Rural Fire Protection District as things coming up needing my assistance in the annexation process and I have completed an MOU and information that is included in this packet for review.

#### College Street Bridge:

I have read through the proposed grant agreement and sent it to Paige for review as well and will work with Paige and ODOT on any needed changes if council wishes to go forward. Michelle did respond on the question of the required width of the road and I have included that email for your review. In essence a 16' wide road is not advised for safety reasons but another option could be a 28' wide road which has two 12' wide lanes and 2' wide shoulders on each side. This would be less than the 30' right of way and could be a good option. I await the council's decision on the path forward.

#### Planning:

Activity seems to be increasing substantially as we have one application on the docket in August for a street vacate and potentially three applications coming in for the September planning meeting. I continue to increase my knowledge on land use laws and have been attending a virtual land use planning training online through the League of Oregon Cities. The next planning meeting is August 21<sup>st</sup> with the work session starting at 6pm and the commission meeting starting at 7pm.



**OREGON**

Department of  
Land Conservation  
& Development

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## Oregon Department of Land Conservation and Development

### Oregon Housing Needs Analysis Rulemaking (House Bill 2001, 2023 session)

#### Contents:

1. Rulemaking charge and project background
2. Capacity and urbanization update
3. Plain language description of draft rules for Housing Production Strategy Program update





## Rulemaking charge and project background

House Bill 2001 (2023) directs the Land Conservation and Development Commission (LCDC) to adopt and amend rules related to housing and urbanization, Land Use Planning Goals 10 and 14. The goal of this rulemaking is to implement the Oregon Housing Needs Analysis (OHNA) Program which redirects the implementation of Goal 10 towards a more comprehensive framework.

The OHNA emphasizes the role of local actions in promoting housing production, affordability, and choice. The legislation allocates funding to DLCD to engage in a rulemaking process which will wrap up by January 1, 2026.

LCDC is directed by House Bill 2001 (2023) to adopt rules in three major subject areas:

1. Housing Needs and Production (read more: [📄 \*Defining Needed Housing in the OHNA\*](#))
2. Housing Capacity and Urbanization
3. Housing Accountability Framework (read more: [📄 \*Operationalizing the Housing Acceleration Program in the OHNA\*](#))

### Learn more about the OHNA through the following resources:

- [📄 \*What is the OHNA?\*](#)
- [📄 \*How will the OHNA be implemented?\*](#)
- [📄 \*How does the OHNA change Statewide Planning Goals 10 & 14?\*](#)



## Housing Capacity and Urbanization Technical Advisory Committee (CAUTAC)

### *Major Policy Questions, Context, and Preliminary Policy Considerations*

#### Overview of discussions March - July 2024

[House Bill 2001](#) (2023) directs the Department of Land Conservation and Development (DLCD) and the Land Conservation and Development Commission (LCDC) to refine the implementation of Statewide Planning Goal 14 - Urbanization. This direction includes the following priorities, as articulated in the bill:

HB 2001 (2023), Section 9, (2):

- (b) Providing greater clarity and certainty in the adoption and acknowledgement of housing capacity analyses, urban growth boundary amendments, urban growth boundary exchanges or urban reserves to accommodate an identified housing need;
- (c) Reducing analytical burden, minimizing procedural redundancy and increasing legal certainty for local governments pursuing urban growth boundary amendments, urban growth boundary exchanges or urban reserves where a housing need is identified, especially for smaller cities, consistent with the appropriate protection of resource lands; and
- (d) Supporting coordinated public facilities planning, annexation, and comprehensive plan amendments to facilitate the development of lands brought into an urban growth boundary.

#### CAUTAC's Charge

To operationalize the direction above, the Housing Capacity and Urbanization Technical Advisory Committee is formed to work alongside DLCD staff to grapple with these major policy changes and ultimately help inform Oregon Administrative Rule (OAR) language or guidance materials to ensure that, from a technical perspective, the rules and materials developed by DLCD staff and consultants are best structured to achieve the outcomes expressed by the Legislature, LCDC, and the Rules Advisory Committee (RAC).

#### Major Policy Goals – Guiding Questions and Considerations

##### **Refining 'Buildable Land Inventory' Methodologies and Coordinating Public Facilities Planning**

Three major policy questions the Committee has been working through thus far:

- Which methodological approaches for a buildable lands inventory should be incorporated into administrative rules and guidance documents to provide cities with certainty in adopting Housing Capacity Analyses?
- What methodological approaches are appropriate for cities to assess the development-readiness of lands in a buildable land inventory?
- How do we balance analytical complexity with accurately assessing the capacity of lands within the UGB in varying contexts?

#### Context

The Legislature has directed LCDC to adopt rules and develop comprehensive guidance materials about the methodologies to estimate the development capacity of lands within the Urban Growth Boundary. This



means that the advisory committees and DLCD staff will need to determine how to best: characterize the development capacity of lands, consider constraints that can inhibit the development of land, and determine the realistic amount of housing likely to be achieved on buildable lands. BLIs can follow highly complex methodologies requiring substantial technical capacity and expertise, or may proceed with simplified approaches where contextually appropriate, so rules and guidance must consider the ability of varying communities to employ various methodologies.

Housing planning has historically lacked a substantial integration with public facilities and concept planning to ensure land within the UGB is imminently development-ready. This has resulted in significant amounts of buildable lands that sit vacant for years due to feasibility gaps to adequately serve that land. OHNA policy recommendations include a major refinement to the buildable lands statute through the inclusion of a requirement for cities to identify their 'development-ready lands;' Lands that are annexed/zoned to allow housing, served or readily-served with public facilities, and not encumbered by protective regulations. If cities lack a near-term supply of 'development-ready lands,' they will be required to adopt measures in their Housing Production Strategy that help improve the development readiness of lands within their UGB. Potential policies that can facilitate development readiness include, but are not limited to, infrastructure financing, public facilities standards, and annexation procedures.

### Timeline

The work of the CAUTAC began March 2024 and is ongoing through 2025. The rule language for this topic area must be adopted by January 1, 2026, but supplemental guidance materials may be completed at any time if they are not adopted as an attachment to the rule.



# Oregon

Tina Kotek, Governor

Department of Land Conservation and Development

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**To:** Oregon Housing Needs Analysis (OHNA) Rulemaking Advisory Committee (RAC)

**From:** Ethan Stuckmayer, AICP, Housing Services Division Manager

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**Subject:** Plain Language Description of Draft Rule Proposals and Approaches



The purpose of this document is to summarize the first iteration of draft rules prepared by Department staff for review and refinement by the Rules Advisory Committee (RAC) and three Technical Advisory Committees. This summary is intended to provide RAC members with a high-level understanding of how the draft rule functions without a deep technical knowledge of interpreting Oregon Administrative Rule (OAR) language. The corollary [Draft Rule Matrix](#) provides an in-depth review of the language, function, and policy intent for draft rules.

As mentioned at previous RAC meetings, this first draft is written with the expectation that rules may change substantially before the public hearing notice is published by the Secretary of State on October 1, 2024. Department staff encourage refinement to any of the concepts presented herein in the coming months.

## Housing Needs and Production

The Needs and Production Technical Advisory Committee (NAPTAC) has been discussing and working through the following major policy changes:

- Ensuring the Housing Production Strategy (HPS) program incorporates the principles of Affirmatively Further Fair Housing, and;
- Determining cities' responsibilities to plan for a diversity of housing options including flexibility in housing types, characteristics, and locations across the state.

## Ensuring the Housing Production Strategy Program Affirmatively Furthers Fair Housing

The Oregon Housing Needs Analysis (OHNA) policy included a major milestone for the Housing Production Strategy as articulated in ORS 197A.100. Specifically, it requires cities completing an HPS to ensure they are taking meaningful actions that affirmatively further fair housing. According to ORS 197A.100 (9), affirmatively furthering fair housing “means meaningful actions that, when taken together, address significant disparities in housing needs and access to opportunity and replace segregated living patterns with truly integrated and balanced living patterns to transform racially and ethnically concentrated areas of poverty into areas of opportunity and foster and maintain compliance with civil rights and fair housing laws.”

This definition and the AFFH framework emphasize the importance of addressing and eliminating discrimination in housing and promoting diverse, inclusive, and thriving communities for all community members, especially members of protected classes. While the existing administrative rules for the HPS program includes a framework enabling cities to work towards achieving fair and equitable housing outcomes, there is room for more explicit direction on how cities could conduct comprehensive analyses as part of the existing Contextualized Housing Needs element to better understand patterns of racial segregation, disparities in access to opportunity, and disproportionate housing needs among protected classes. The way that the AFFH framework at the federal level within the U.S. Department of Housing and Urban Development (HUD) operationalizes this explicit direction is through what is called a Fair Housing Issue Area Analysis. This analysis allows HUD grantees a process to identify fair housing issues that the AFFH mandate seeks to address. In response, the draft rules incorporate this analysis, with feedback from the RAC and NAPTAC, into the Contextualized Housing Need component of the HPS. Additionally, staff have amended the Engagement and Action Selection elements of the HPS framework to ensure that those sections are also affirmatively furthering fair housing.

#### Contextualized Housing Need

This analysis is drafted to serve as the foundation for completing both the Housing Capacity Analysis and the Housing Production Strategy. The draft rule directs cities to inventory and evaluate various qualitative and quantitative elements of their specific community's housing needs, including the Housing Production Dashboard, Equity Indicators, mapped discriminatory actions, and community engagement data in order to set the basis for proceeding housing planning activities. These elements collectively inform the Fair Housing Issue Area Analysis.

The draft rule for the Fair Housing Issue Area Analysis requires cities to examine both quantitative and qualitative data from the inventory of local conditions to identify and address barriers to housing choice and opportunity. This analysis integrates the principles of Affirmatively Furthering Fair Housing (AFFH) into the contextualization process.

The draft rule focuses on six key fair housing issue areas that comprise the Fair Housing Issue Area Analysis aimed to provide fair access to and equitable outcomes for:

1. Housing tenure and wealth building choice;
2. Housing choice for people experiencing homelessness;
3. Housing choice for people with disabilities;
4. Community assets and mitigation of exposure to harms;
5. Housing stability, anti-displacement and displacement mitigation;
6. Any additional issue areas the jurisdiction has reason to believe may be of concern in the community or are required to address, including cities subject to OAR 660-012-0310(2) and jurisdictions within Metro with Region 2040 centers.

This analysis is intended to ground the city's Allocated Housing Need or its Housing Production Target for the Housing Capacity Analysis or Housing Production Strategy, respectively, in the

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context of the city's specific housing needs and fair housing issues. From this analysis, the city can begin to identify the context-sensitive housing types, characteristics, and locations of housing that should be planned for to mitigate or remedy the fair housing issues identified and meet any other housing needs identified.

### Equitable Engagement

As within the existing program, a Housing Production Strategy must include a summary detailing the city's engagement process with Residents (formerly "Consumers") and Producers of Needed Housing including a focus on protected classes. The draft rule now clarifies that a city should work interdepartmentally to conduct this engagement as comprehensively as possible in order to gather feedback to meaningfully inform both their Contextualized Housing Need and their Housing Production Strategy action selection. This clarification aims to ensure that city departments collaborate in the development of an HPS. For example, in cities that receive a federal fund allocation from HUD, the department that manages these federal funds is separate and distinct from the planning department which typically manages the city's HPS obligation. This also happens within the realm of public facility planning, which is crucial to housing planning work, but is often managed by a separate department with different goals. Collaborative work among various departments will enable better actions to reduce barriers to housing production, affordability, and choice.

To support this work, the Department is in the process of developing an Equitable Engagement Toolkit, in partnership with MultiCultural Collaborative and Knot Studio. This Toolkit can serve as a resource to cities in meeting their engagement requirements as part of an HPS and beyond. Accordingly, the draft rule encourages a city to use the Department's Equitable Engagement Toolkit.

### Housing Production Strategy Action Selection

A Housing Production Strategy must outline commitments to specific actions - measures, policies, programs, and similar tools - to support Needed Housing, aiming to meet the City's Housing Production Target with net new units, including preserving existing Needed Housing where appropriate. The proposed actions must collectively meet the 6- or 8-year Housing Production Target by affordability bracket and produce the identified housing types, characteristics, and locations that are needed from the Contextualized Housing Need.

The draft rule outlines a list of elements cities must consider for each action in their Housing Production Strategy. This is intended to clarify the action-by-action analysis and explanations needed to satisfy the explicit statutory requirements of the Housing Production Strategy program, such as the Affirmatively Furthering Fair Housing mandate and overall direction that actions be responsive to a city's specific housing need. The structure largely iterates from existing rule and aims to provide a clear and consolidated framework through which cities can assess the applicability of their actions and through which the Department can assess the actions for completeness and responsiveness to identified housing need. Please see draft rule for the list of consideration for each action in the Housing Production Strategy.

### **Translation of Allocated Housing Need and Housing Production Targets into housing types, characteristics, and locations**

The amended definition of “needed housing” as outlined in ORS 197.018 (4), directs cities to translate their allocated Housing Production Targets into specific housing types, characteristics, and locations to be planned for within their 6- or 8-year Housing Production Strategy cycle. Through discussions with the Rulemaking Advisory Committee and the Needs and Production Technical Advisory Committee, department staff received requests for flexibility in the rules governing this translation requirement. There were simultaneous requests to establish a safe harbor in administrative rule to guide cities in this translation work.

However, despite extensive discussions with the RAC and NAPTAC and in consultation with land use planning consultants, staff find several challenges with identifying a reasonable and universally applicable safe harbor to guide cities in planning for the characteristics and locations of needed housing. Barriers include the highly varied needs for different housing characteristics and the data-poor environment regarding these characteristics, especially when considering the nexus between total need and existing inventory of housing with particular characteristics. The determination of needed housing characteristics seems best served by identifying fair housing issues and any other housing barriers in a city, then identifying the characteristics of housing needed to mitigate or resolve those issues. This potential approach is proposed to be similarly applicable to determining needed housing locations.

While department staff did not find a statewide approach on safe harbors for the translation of characteristics and location, the draft rule does include a safe harbor for the translation of housing *types*. The safe harbor option as drafted for a housing type mix defines a minimum percentage mix of housing types for multi-unit attached and middle housing types specific to the population size of city. The draft safe harbor language states:

- Cities with a population of 25,000 or greater or all those within a metropolitan service district must assume and plan for at least 50% of new residential units to be multi-unit attached housing and 25% of new residential units to be middle housing.
- Cities with a population between 10,000 and 24,999 must assume and plan for at least 25% of new residential units to be multi-unit attached housing and 25% of new residential units to be middle housing.
- Cities with a population below 10,000 must assume and plan for at least 20% of new residential units to be multi-unit attached housing and 20% of new residential units to be middle housing.

### **Housing Acceleration Program**

The ‘Housing Acceleration Program’, established by ORS 197A.130, is a new requirement related to Goal 10 implementation intended to track housing production, identify barriers, formalize collaboration, and take proportionate action to address barriers. The program is integrated with, and designed to ensure follow-through on, the Housing Production Strategy Program. Draft rules emphasize partnership, equity, local context, and support as well as

escalating enforcement to address persistent, repeated, or deliberate noncompliance, consistent with the legislative principles articulated in [ORS 197A.130 \(1\)](#).

The draft rules operationalize ORS 197A.130 and provide a clear and consistent framework by which local governments comply with Goal 10 and take proportionate action to respond to identified barriers to housing production, affordability, and choice.

### **Referral**

Under ORS 197A.130, DLCD is required to annually refer a proportion of cities of 10,000 population or greater into the acceleration program. There are four referral pathways: 1) failure to adopt a Housing Production Strategy by the statutory deadline; 2) failure to undertake an action in the HPS by the statutory deadline; 3) referral via an LCDC-issued enforcement order; or 4) a performance-based referral.

The draft rule includes referral parameters for cities that fail to adopt or undertake actions in an HPS. These draft rules iterate on existing rules ([OAR 660-008-0065](#) and [0070](#)) and provide clarity on the referral process and scope as it relates to HPS implementation. The draft does not propose a rule for LCDC referrals, which will be determined by LCDC in the order itself.

For performance-based referrals, the draft rule outlines a process by which DLCD determines its capacity to conduct both standard and comprehensive audits, determines the eligibility of cities for referral based on their progress towards Housing Production Targets on the housing production dashboard produced by OHCS, then prioritizes referral of cities up to DLCD's capacity.

First, DLCD determines the number of standard and comprehensive audits it can conduct based on staff capacity, funding availability, and competing housing-related obligations that affect capacity (e.g. new legislation). Then, DLCD determines initial eligibility utilizing an objective metric of cities that are both missing their production targets and performing at or below the 50<sup>th</sup> percentile on the housing production dashboard in comparison to the region or market peers for:

1. Total housing production
2. Affordable housing production (at or below 80% Median Family Income)

This initial eligibility determination casts a 'wide net' using an objective metric, but not every city herein will be referred. Next, DLCD removes eligible cities from consideration for referral if the city meets any of the following criteria:

1. The city is accelerating the rate of production for both total and affordable housing (at/below 80% MFI),
2. The city had been previously referred based on performance in the last HPS cycle, or
3. The city has adopted a set of best practice policies that demonstrably increase housing production, affordability, and choice. *(note: these would need to be developed/adopted by DLCD)*



Finally, DLCDC prioritizes remaining cities for referral up to the maximum number of audits determined at the beginning, based on three considerations:

1. The severity of the total underproduction,
2. The severity of the affordable underproduction (at/below 80% MFI), and
3. Housing equity indicators as they relate to fair housing issues (as described in the Needs and Production section)

While most referred cities will be referred into the ‘standard’ audit pathway, DLCDC will prioritize ‘comprehensive’ audits where these considerations indicate substantial affordability or equity-related issues warranting context and inter-agency coordination, including requesting concurrent review by Oregon Housing and Community Services (OHCS) related to affordable housing.

### **Audit**

Within six months of being referred, DLCDC must produce an audit of factors affecting barriers to local housing production and outcomes. The process begins with a notice of referral that is published annually on July 1, which kicks off a six-month timeline. The notice is sent to the city, affected public bodies (e.g. special districts, state agencies), and interested parties. It includes: a) findings documenting the basis of referral, b) a description of the housing acceleration program and procedures, c) any actions or submission of materials required by the city, and d) that opportunity for public comment will be provided, and e) actions taken under the housing acceleration program are not land use decisions nor subject to appeal or review.

After notice is published, there is a 45-day fact-finding period, in which DLCDC solicits the following information from a city. Where information is not provided, DLCDC will utilize best available public information to inform the audit.

1. The adopted HCA/HPS, associated record, and mid-point review. A draft HPS is acceptable for cities referred for non-adoption, if available.
2. Local fair housing and equity work that isn't already captured in the HPS, if any.
3. Funding and staffing information of the city.
4. Localized housing data, studies, or relevant information not captured by the state, if any.
5. Information and contacts related to local housing development, if available.
6. Specified information related to housing development or infrastructure, including regulations, plans, and fees.
7. City-requested areas for DLCDC consideration in the audit, including state programs, resource/capacity needs, or other issues outside of a city's control.

After receiving this information, DLCDC must compile and publish this information in a publicly accessible format within 10 days, then open a public comment period for 45 days. This comment period enables feedback from interested parties and members of the public. Submitted comments must be appended to the final audit.

<b><i>Comprehensive Audit</i></b>
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If a city is flagged for a comprehensive audit, in addition to the sources above, the Department will also conduct targeted engagement and coordination with specific parties. Engagement can include a variety of groups such as city staff, public officials, housing developers, community-based organizations, and priority population community members. DLCD would also coordinate with public bodies such as regional governments, special districts, utilities, and other state agencies to address barriers. This includes concurrent review by OHCS for audits related to affordable housing.

After six months, DLCD must publish the audit report. This audit will include a description of each identified barrier related to the city’s basis for referral. This will include an analysis of the market, local, regional, and state factors contributing to each barrier, including any relevant state actions, investments, policies, or programs related to the barrier, if any.

If a barrier can be wholly or partially addressed by city action, DLCD will identify one or more potential actions that can address the barrier. For each action, DLCD will include an evaluation of the factors necessary for implementation such as city capacity, state funding, guidance, magnitude of impact and so on.

The audit will also determine whether a given action is ‘directly within the control of a city’, which means that the action is within the city’s jurisdictional control and the city has the resources and capacity – with DLCD’s assistance and funding – to implement the action. Where an audit concludes city capacity is a barrier to production, the audit will prioritize building city capacity to support future implementation of actions. This audit will inform the housing acceleration agreement.

In addition to mandatory referrals, the rule enables DLCD to consider voluntary audit requests by local governments, provided DLCD prioritize mandatory referrals.

### **Housing Acceleration Agreement**

Once the audit is complete, the city and DLCD have six months to enter into a housing acceleration agreement. The agreement must be signed by an authorized representative of the city and the Department director. DLCD must provide the city at least 90 days to review the draft agreement. Once signed, the acceleration agreement must be adopted as a supplemental document to a Housing Production Strategy.

The required content of the agreement includes actions, parameters, and timelines by the city and DLCD. DLCD must agree to provide assistance in the form of regulatory review, financial support, and identification of external resources. The city must commit to taking actions which address the barriers specified in the audit. To address a barrier, a housing acceleration agreement may include either:

1. Specific actions outlined in the audit, that a city may select from, or
2. Actions proposed by the city, provided the city demonstrate the action proportionately addresses the barriers on an equivalent basis to actions specified in the audit.

If the audit determines that the factors affecting housing production are ‘directly within the control of a city’ as described above, the city must amend their HPS within six months of the agreement and implement the action within another year, as required under statute. If not, the city must demonstrate in findings how the selected HPS actions address the barrier identified in the audit. For both, DLCDC and the city may initiate mediation or coordination with other public bodies to support implementation.

### **Enforcement**

If a city fails to either enter, or abide the terms of, a housing acceleration agreement, the rule sets out a process by which DLCDC notifies the city and provides an opportunity for course correction before any enforcement action is taken. This includes:

1. Within 30 days of the due date, the DLCDC issues written notice of delinquency to the city. The notice includes the delinquency, how the city could remedy the delinquency, an offer for formal mediation, and a description of the enforcement actions and tools that could apply to the city in lieu of remedy.
2. Within 30 days of the notice date, the city may request formal mediation from DLCDC to assist the city to remedy the deficiency.
3. Within 90 days of the notice date, if the city has taken no action to remedy the delinquency, DLCDC will initiate an enforcement order with the Land Conservation and Development Commission.