



# City of Union

## Agenda

**Council Work Session Meeting**

**Monday, July 14, 2025 @ 6:00 PM**

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

For More Information, Please Contact Celeste Tate, City Administrator at 541-562-5197

### **Zoom Information**

Join Zoom Meeting

<https://us06web.zoom.us/j/9315921644?pwd=VW50QUVkbV2dwUzF6eW5nYTZGcmVjZz09>

Meeting ID: 931 592 1644

Passcode: 760310

Dial by your location

• +1 253 215 8782 US (Tacoma)

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

**Mayor:**

Hawkins

**Councilors:**

Cox, Middleton, Seale, Black, George  
and Boyer-Davis

2. **PRESENTATIONS:**

3. **UPCOMING BUSINESS DISCUSSIONS:**

3.1. Deer In City Limits

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[Ordinance 572 Repealing 131 Feeding Wildlife  
Resolution 2025-07](#)

3.2. Electricity Franchise

4 - 7

[ORD 549 OTEC Franchise Agreement](#)

4. **COMMITTEE DISCUSSIONS:**

5. **ORDINANCE/CHARTER REVIEW:**

6. **OTHER:**

7. **ADJOURNMENT:**

BEFORE THE CITY COUNCIL FOR THE CITY OF UNION, OREGON

In The Matter of Amending Ordinance    )  
131.104 Relating to the Feeding of        )       Ordinance No. 572  
Deer, Raccoon, Wild Turkeys, and        )  
Potentially Habituated Wildlife         )

WHEREAS, the City Council for the City of Union (hereinafter the "City"), pursuant to Section 10, Article VI, Oregon Constitution, granting power to the Local Governing body to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health, safety, and welfare of the citizens of the City of Union; and

WHEREAS, the City has the authority to propose and adopt ordinances and resolutions to protect the health and safety of the citizens of Union, including reasonable and necessary restrictions on the feeding and attracting wildlife within the City limits; and

WHEREAS, the City recognizes the need to address the negative consequences of the existence of large numbers of deer within the City limits which has risen to the level of a public nuisance requiring action by the City; and

WHEREAS, in order to request the assistance of the Oregon Department of Fish and Wildlife in controlling and removing deer from the City limits pursuant to OAR 635-43-0260, the City must adopt and enforce an ordinance restricting attractants to deer and other wildlife;

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF UNION, OREGON,  
ORDAINS AS FOLLOWS:

1. Ordinance No. 131.104 regarding " Feeding of Deer, Raccoon, Wild Turkeys, and Potentially Habituated Wildlife Prohibited", adopted March 10, 2014, is hereby amended as set forth in Exhibit A, attached and incorporated by reference.
2. This Ordinance No. 572 shall take effect on the 30th day after its adoption.

(format signatures as desired)

**CITY OF UNION  
RESOLUTION NO. 25-07**

**A RESOLUTION DECLARING THAT DEER POPULATIONS HAVE RISEN TO LEVELS CONSTITUTING A PUBLIC NUISANCE SUFFICIENT TO ALLOW THE CITY TO PETITION THE STATE DEPARTMENT OF FISH AND WILDLIFE FOR ASSISTANCE IN REDUCING DEER POPULATION LEVELS WITHIN CITY LIMITS**

**WHEREAS**, ORS 635-043-0250 authorizes the Oregon State Fish and Wildlife Department to develop a pilot program for urban deer population control; and

**WHEREAS**, deer populations within the city limits of the City of Union have risen to levels constituting a public nuisance where the increased deer population is causing damage to landscapes, impacting flower and vegetable gardens and bird feeders in addition to damage to trees and other plants resulting in the reduced yield of such trees; and

**WHEREAS**, the increased deer population is causing damage to shrubs and saplings caused by bucks rubbing the bark of such trees with their antlers; and

**WHEREAS**, the increased deer population in the city limits creates a greater threat to spread various diseases such as chronic wasting disease, Adenovirus Hemorrhagic Disease (AHD), Epizootic Hemorrhagic Disease (EHD) and other diseases, ticks, lice and parasites; and

**WHEREAS**, the increased deer population inside city limits has resulted in deer attacks and harm to pets including lethal harm to pets and potential threat to children and other residents resulting from aggressive deer;

**NOW THEREFORE**, the City Council, in regular assembly, does hereby declare and resolve as follows:

Deer populations have risen to levels constituting a public nuisance creating a threat to the property, peace, health and safety of the public requiring the need to reduce such deer population levels within the city limits; and

As a result of the declaration of the public nuisance set forth herein, the City of Union shall petition the Oregon State Department of Fish and Wildlife for assistance in reducing deer population levels within the city limits through the pilot program for urban deer population control per ORS 635-043-0260 through ORS 635-043-0290.

**ADOPTED** by \_\_\_ members of the Common Council voting therefore and approved by the Mayor of the City of Union, this 14th day of June, 2025

**Approved:**

**Attest:**

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

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

## CITY OF UNION ORDINANCES

### ORDINANCE NO. 549

AN ORDINANCE GRANTING TO OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, INC. THE RIGHT TO PLACE, ERECT AND MAINTAIN POLES, WIRES, AND OTHER APPLIANCES AND CONDUCTORS FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY IN, UPON AND UNDER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS IN THE CITY OF UNION, OREGON, AND TO EXERCISE THE PRIVILEGE OF ENGAGING IN THE GENERAL BUSINESS OF GENERATING, TRANSMITTING AND DISTRIBUTING ELECTRICAL ENERGY, FOR A TERM OF TEN YEARS.

THE CITY OF UNION DOES ORDAIN AS FOLLOWS:

**SECTION 1. Grant of franchise.** The city of Union, hereinafter referred to as the City, hereby grants to Oregon Trail Electric Consumers Cooperative, Inc., hereinafter referred to as the Grantee, the right and privilege to place, erect, lay, maintain, and operate in and over the streets, alleys, avenues and thoroughfares within the City (hereinafter, "Public Rights-of-Way"), poles, wires, and other appliances and conductors for the generation, transmission and distribution of electricity.

**SECTION 2. Location of facilities.** Grantee's electrical facilities installed on or over Public Rights-of-Way shall be constructed in accordance with applicable safety codes and governmental regulations and maintained in good order and working condition. Before constructing any facilities in the Public Rights-of-Way under this franchise, Grantee shall secure approval of the location of such facilities from the City Council of the City or from an officer of the City authorized by the City Council to grant such approval. No such facilities shall be constructed at locations not so approved.

**SECTION 3. Excavations/Restoration.** If Grantee makes any excavation, or in any manner interferes with any street, alley, sidewalk, crosswalk, pavement, or other public places within the City, Grantee shall, as soon as possible, put the same back in as good condition as it was before such excavation or interference, and if Grantee fails to do so, said City may perform the necessary work and Grantee agrees to pay the expense of the same. Grantee agrees to pay all costs and expenditures required of it by the City, for a period of two years after an excavation, as a consequence of the settling of a roadway or any other need for repair or maintenance resulting from the excavation.

**SECTION 4. Indemnification.** The City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its generation, transmission or distribution facilities, and the acceptance of this franchise shall be deemed an agreement on the part of Grantee, to indemnify said City and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to said City by reason of the neglect, default, or misconduct of Grantee in the construction, operation or maintenance of its generation, transmission or distribution facilities under this franchise.

**SECTION 5. Franchise not exclusive.** This franchise shall not be exclusive and the granting of said franchise shall not be considered as any limitation on the right of the City to grant a similar franchise or similar franchises to other persons or corporations for furnishing electricity to the City and its inhabitants.

**SECTION 6. Term of franchise.** The term of the franchise hereby granted shall commence on the date as established in Section 15 below and shall continue in effect for a period of ten years from and after said date.

**SECTION 7. Franchise fee.** In further consideration of the rights, privileges and franchise hereby granted, Grantee shall pay to the City a franchise fee based on the "**gross revenues**" of the Grantee from its sale and distribution of electrical energy within the corporate limits of the City, less net uncollectibles. Without limiting the foregoing, gross revenues shall include revenues from the use, rental, or lease of operating facilities of the Grantee. Gross revenues shall not include proceeds from the sale of bonds, mortgages, securities or stocks, sales at wholesale to another utility when the utility purchasing the service is not the ultimate consumer, revenue from joint pole use, revenue paid by the United States of America or any of its agencies or revenue paid by the City. Franchise fee payments hereunder shall be made 30 days after the close of each annual quarterly period. A sworn statement of the gross revenues of the Grantee from the sale of electrical energy within the corporate limits of the City shall be filed with the City Recorder of the City by the Grantee at the time of the payment of said franchise fee. Except for any applicable fees for zoning permits or building permits, payment by Grantee of franchise fees pursuant to this ordinance are made in lieu of any other or additional license, privilege, construction or occupation taxes or fees of the City which are now or may hereafter be imposed by the City during the term of this franchise.

During the term of this franchise the franchise fee hereunder shall be **five percent (5.00 %)**.

**SECTION 8. Relocation and Removal of Electrical Facilities.** The City may require the Grantee to relocate or remove any of its facilities on Public Rights-of-Way wherever the relocations or removal thereof is, in the judgment of the City, for the public convenience and necessity, provided however that Grantee may seek reimbursement from private parties or customers of Grantee where the relocation of facilities is primarily for or materially benefits such private parties or customers of Grantee.

Grantee shall temporarily raise, lower or remove its facilities upon any street or alley within the City when necessary in order to permit any person authorized by the City to move any building, machinery or other object across or along the street or alley. However, the cost to the Grantee of the temporary raising, lowering or removal, and of any interruption of the Grantee's service to its customers caused thereby, shall first be paid or reasonably secured to the Grantee by the owner or mover of the building, machinery or other object. The raising, lowering or removal shall be in accordance with all applicable ordinances and regulations of the City and of the state and federal governments.

**SECTION 9. Assignment of Franchise.** The privilege of assignment shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Grantee, but this privilege and the rights granted under this ordinance either by sale, merger, consolidation, operation of law, or otherwise cannot be assigned by the Grantee without first obtaining the consent of the City thereto in writing as expressed by an ordinance, such consent to not unreasonably be withheld; provided however, that this provision and the need or requirement for the City to consent to an assignment of this franchise does not apply to Grantee's execution of mortgage bonds, trust indentures or other financial instruments wherein Grantee may pledge this franchise as collateral to secure such bonds or other bona fide indebtedness of Grantee.

**SECTION 10. Franchise Fee Records and Accounting.** The Grantee shall at all times keep an accurate record of all accounts pertaining to the sale of electricity within the jurisdictional limits of the City, at Grantee's office in Baker City, Oregon. For the purpose of determining the amounts due under Section 7 of this ordinance, the City may, not more than once every three months, and following 10 days' notice to Grantee, inspect the books of account and other data and records related to electric sales to Grantee's customers located within the City's jurisdictional limits, during Grantee's normal business hours.

**SECTION 11. Tree Trimming.** The Grantee may trim trees which overhang the Public Rights of Way in the manner and to the extent necessary to provide adequate clearance for the Grantee's facilities. All trimming shall be done in accordance with any regulations heretofore or hereafter promulgated by the City and all applicable laws, regulations and codes regarding the safe operation of electrical distribution and transmission facilities. Prior to commencement of tree trimming Grantee shall make best efforts to contract landowners adjacent to Public Rights-of-Way where trees are to be trimmed.

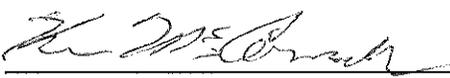
**SECTION 12. Breach and Termination.** Upon the Grantee's willful failure, after 30 days' notice and demand, to perform with reasonable dispatch each and every term, condition or obligation imposed upon it under or pursuant to this ordinance, the City Council may at its option and in its sole discretion, terminate this privilege and permit by ordinance. Such termination shall not in any way relieve, release or discharge the Grantee from any liability or obligation in favor of the City theretofore incurred by Grantee under this ordinance. The remedies contained in this section are not exclusive and the parties reserve any and all remedies available either at law or in equity to enforce any and all liabilities hereunder.

**SECTION 13. Electric Service Standards.** The Grantee shall maintain and operate a system for the distribution of electricity in the City so as to provide a 24-hour a day service. The Grantee shall use best efforts to maintain continuous and uninterrupted service, which shall at all times be up to the standards common in the business. However, the Grantee does not guarantee continuous and uninterrupted service, and under no circumstances is the Grantee liable to the City for any interruption or failure to service caused in whole or in part by any cause beyond the reasonable control of the Grantee, including but not limited to acts of God or the public enemy, fires, floods, earthquakes, or other catastrophes, severe weather, strikes or failure or breakdown of generating, transmission or distribution facilities. The Grantee shall maintain emergency repair service available on a 24-hour a day basis.

**SECTION 14. Severability.** If any section, subsection, sentence, clause, or paragraph of this ordinance is for any reason held to be unconstitutional, void or unlawful, such decision shall not affect the remaining portions of this ordinance.

**SECTION 15. Acceptance.** This franchise shall become effective on August 10, 2015, and this ordinance shall become effective 30 days after its passage if the Grantee shall, within said 30-day period, file its written acceptance thereof with the City Recorder and in the event that Grantee shall fail to so file its acceptance within said period, then this ordinance shall not become effective.

PASSED by the City Council of Union, Oregon, and approved by the Mayor of Union, Oregon this 10th day of August, 2015.

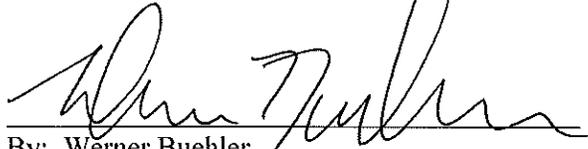
Approved:   
Mayor

Attest:   
City Recorder

## ACCEPTANCE OF FRANCHISE ORDINANCE

The attached Ordinance Number 549, adopted by the City of Union on August 10, 2015, consisting of three pages, is approved and accepted by Oregon Trail Electric Consumers Cooperative, Inc., an Oregon cooperative d/b/a Oregon Trail Electric Cooperative, in all respects.

Oregon Trail Electric Consumers Cooperative, Inc.,  
an Oregon cooperative Corporation  
d/b/a Oregon Trail Electric Cooperative



By: Werner Buehler  
Its: Executive Vice President and General Manager