



# City of Union

## Agenda

### City Council Meeting

Monday, August 11, 2025 @ 7:00 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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	Page
<b>1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:</b>	
<b>Mayor:</b>	Hawkins
<b>Councilors:</b>	Cox, Middleton, Seale, Black, George and Boyer-Davis
<b>2. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:</b>	
2.1. Sheriff's Monthly Report	4 - 7
<a href="#">July 2025 - Pdf</a>	
<b>3. OLD BUSINESS:</b>	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
3.1. Electricity Franchise	8 - 24
<a href="#">Ordinance 574 - Pdf</a>	
<b>4. NEW BUSINESS:</b>	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
4.1. 299 HWY 203 Ranger Station	25 - 53
<a href="#">Ranger Station Bids - Pdf</a>	
4.2. College Street Bridge	54
<a href="#">Righ-Of-Way Services Agreement - Pdf</a>	
<b>5. CONSENT AGENDA:</b>	
<b>5.1. Business/Special Meeting Minutes</b>	
• July 14th, 2025 City Council Meeting	55 - 61
<a href="#">City Council - Jul 14 2025 - Minutes - Pdf</a>	
<b>5.2. Work Session Minutes</b>	

- July 14th, 2025 Work Session 62 - 63  
[Council Work Session - Jul 14 2025 - Minutes - Pdf](#)
- July 28th, 2025 Work Session 64 - 66  
[Council Work Session - Jul 28 2025 - Minutes - Pdf](#)

5.3. **Information Reports**

- Ordinance Enforcement Monthly Report 67 - 68  
[July 2025 - Pdf](#)
- Animal Officer Monthly Report 69 - 71  
[July 2025 - Pdf](#)
- Library Monthly Report 72 - 76  
[July 2025 - Pdf](#)
- Office Manager Report  
 July 2025 - Pdf

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

- 6.1. Charter Committee
- 6.2. Water Sewer Committee
- 6.3. Zoning Committee
- 6.4. Streets Committee
- 6.5. Historic Preservation Commission
- 6.6. Planning Commission
- 6.7. Library Board
- 6.8. Trails Workgroup
- 6.9. Buffalo Flats Project
- 6.10. Main Street Union
- 6.11. Fire/EMS Board

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

- 7.1. Public Works Monthly Report 77 - 78  
[July 2025 - Pdf](#)
- 7.2. Wastewater Monthly Report 79 - 80  
[July 2025 - Pdf](#)
- 7.3. City Administrator Monthly Report  
 June 2025 - 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 13th, 2025 Main Street Union Meeting @ 6PM at 156 S Main Street
- 9.2. August 19th, 2025 - Union Rural Fire Protection District Board Meeting @ 7PM at 570 E Beackman Street
- 9.3. August 20th, 2025 - Charter Committee @ 10AM
- 9.4. August 20th, 2025 - Planning Commission @ 6PM
- 9.5. August 21st, 2025 - City of Union Library Board @ 9AM at 182 N Main Street
- 9.6. August 23rd, 2025 - Zoning Committee @ 9AM
- 9.7. August 23rd, 2025 - Streets Committee @ 10AM
- 9.8. August 25th, 2025 Council Work Session @ 6PM
- 9.9. August 27th, 2025 - Historic Preservation Commission @ 6PM
- 9.10. September 3rd, 2025 - Charter Committee @ 10AM
- 9.11. September 8th, 2025 - Council Work Session @ 6PM
- 9.12. September 8th, 2025 - 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 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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**ATTACHED:**

[Sheriff Monthly Report July 2025](#)

[Sheriff Deputy Hours July 2025](#)

[Sheriffs Yearly Hours 2025](#)

## *Union Activities –JULY 2025*

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>144.5</b>
CRIMINAL CITATIONS	0
TRAFFIC CITATIONS	2
WARNINGS	5
ARRESTS	2
CALLS FOR SERVICE	22
FI'S	13
TOWS/IMPOUNDS	1

### 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 out with disabled vehicle, assistance given  
 ATL wanted person  
 Responded for a welfare check  
 Received a report of fraud  
 Report taken for a dog bite  
 Deputy assisted fire with a call  
 Deputy assisted with Traffic control for fire  
 Responded for a suspicious female acting strange, UTL  
 Responded for disorderly female, located near the gas station, she was warned for discon  
 Responded for juvenile riding dirtbikes in the roadway, UTL  
 One female arrested for Burglary and theft  
 Deputy out with unattended child, child returned home  
 Provided assistance with a civil matter  
 Responded for a welfare check  
 One 4 wheeler towed and impounded, driver cited no OPS and no INS  
 Report taken for a Domestic disturbance  
 Received a call of careless driver. Will ATL  
 Report taken for theft of services

DATE	Bowen	HUMP	Schaad	McKaig	Heath	Jensen	Sutten	Clark	Butcher	Herna	Hamilton	Flowers	Capers	Witty	Kelly	Jobin	Total
1																	0.00
2																	0.00
3							10									10	20.00
4							7									7	14.00
5																	0.00
6		1.5															1.50
7																	0.00
8																	0.00
9																	0.00
10																	0.00
11																	0.00
12																	0.00
13																	0.00
14									8.75								8.75
15			6						10.5								16.50
16									10								10.00
17																	0.00
18									10.75								10.75
19							2										2.00
20																	0.00
21									10								10.00
22									10								10.00
23									10								10.00
24																	0.00
25							3										3.00
26																	0.00
27																	0.00
28									8								8.00
29									10								10.00
30									10								10.00
31																	0.00
<b>Sub Total</b>	0.00	1.50	6.00	0.00	0.00	0.00	22.00	0.00	98.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00	144.50
<b>Total Hrs</b>	144.50	JULY															

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2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0.00	1.50	7.50	14.50	10.50	0.00	0.00					
2	0.00	0.00	10.00	4.50	2.75	0.00	0.00					
3	3.50	10.00	0.00	11.50	1.00	0.00	20.00					
4	1.00	10.00	16.00	3.50	0.00	5.50	14.00					
5	2.50	0.50	11.25	4.00	0.00	20.00	0.00					
6	10.00	1.00	10.75	6.00	0.00	28.00	1.50					
7	7.00	1.75	3.50	0.00	2.00	20.50	0.00					
8	9.50	2.75	1.25	9.50	12.00	0.00	0.00					
9	11.00	3.50	1.00	0.00	6.50	1.00	0.00					
10	0.00	9.00	0.00	0.00	0.00	0.00	0.00					
11	0.00	8.00	0.00	0.00	0.00	13.00	0.00					
12	0.00	7.00	1.50	0.50	2.50	14.00	0.00					
13	0.00	8.00	4.25	0.00	9.50	10.00	0.00					
14	8.00	1.75	4.75	12.50	9.50	0.00	8.75					
15	8.00	0.00	2.25	10.00	9.50	6.00	16.50					
16	0.75	0.00	1.50	9.00	13.00	1.00	10.00					
17	0.00	8.00	9.00	3.00	3.00	10.00	0.00					
18	0.00	9.00	8.50	1.00	0.00	10.00	10.75					
19	0.00	9.00	4.00	0.00	0.00	7.00	2.00					
20	9.05	10.00	3.50	0.00	0.00	0.00	0.00					
21	9.00	1.00	0.00	0.00	0.00	0.00	10.00					
22	9.00	4.00	0.00	10.00	10.00	0.00	10.00					
23	10.00	0.00	0.00	9.00	10.00	11.50	10.00					
24	0.00	10.00	1.50	5.50	0.00	12.00	0.00					
25	3.50	9.50	2.50	0.75	0.00	10.00	3.00					
26	0.25	3.25	15.00	1.50	1.00	0.00	0.00					
27	9.00	1.75	0.00	0.00	1.00	3.00	0.00					
28	9.00	2.00	1.50	10.00	14.00	0.00	8.00					
29	8.50	0.00	0.25	10.00	15.00	0.00	10.00					
30	1.00	0.00	0.00	0.00	11.25	10.00	10.00					
31	3.00	0.00	0.00	0.00	4.00	0.00	0.00					
<b>Total</b>	<b>132.6</b>	<b>132.3</b>	<b>121.25</b>	<b>136.25</b>	148.00	<b>192.5</b>	<b>144.50</b>					

Over/Short	120	120	120	120	120	120	120	120	120	120	120	120
	12.55	12.25	1.25	16.25	28.00	72.50	24.50	(120.00)	(120.00)	(120.00)	(120.00)	(120.00)



# Memorandum

**Subject:** Electricity Franchise  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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## **BACKGROUND INFORMATION:**

The franchise agreement with Oregon Trail Electric Cooperative has come to the end of its term on August 9th, 2025. I met with OTEC on June 25th and discussed the agreement and that an extension of the current agreement is available while the new one is in progress. The League of Oregon Cities publishes survey results from municipalities on their utility and franchise agreements and the last one was completed in 2019. The results of the current survey are scheduled to be released this fall. However, in reviewing data that is available, the franchise fees for electricity across the state range from 3.5%-7% with the City of Union currently at 5%. The expiring franchise agreement that the City of Union has with OTEC includes provisions for repairs for damages to any street or other public places as a result of OTEC's repairs and the rest of the agreement is pretty standard. However, in reviewing sample electricity franchise agreements in place within the state of Oregon, I am proposing an updated agreement with revised language and clarification in spots that were ambiguous in the prior agreement. All areas within the existing agreement are addressed within the proposed agreement along with additional language surrounding definition of terms, a provision for insurance and annexation or expansion of city limits in case that materializes within the term of this agreement. The existing agreement and the proposed updated agreement are attached.

## **FINANCIAL IMPACT:**

In fiscal year 2024-2025 that just ended, the city received \$68,785.12 in franchise fees from OTEC based upon 5% of gross revenue. Comparatively, if the franchise fee were 7% for the same time period, the amount received would have been \$96,299.16, a difference of \$27,514.04. However, residents are the ones who end up paying the franchise fee on their monthly electric bills. Therefore, I do not propose an increase to the franchise fee.

## **RECOMMENDATION:**

To adopt Ordinance No. 574 which repeals the Electricity Franchise under Ordinance 549 that expires August 9th and replaces it with an updated Franchise Agreement for a period of ten years.

## **ATTACHED:**

[ORD 549 OTEC Franchise Agreement](#)  
[Ordinance 574 Electricity franchise agreement](#)

## 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.

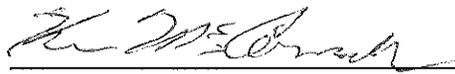
**SECTION 12. Breach and Termination.** Upon the Grantee's willful failure, after 30 days' notice and demand, to perform with reasonable dispatch each and every term, condition or obligation imposed upon it under or pursuant to this ordinance, the City Council may at its option and in its sole discretion, 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.

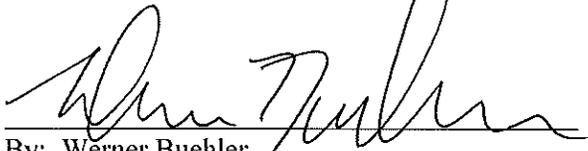
Approved:   
Mayor

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

**CITY OF UNION ORDINANCES  
ORDINANCE NO. 574**

**AN ORDINANCE REPEALING ORDINANCE NO. 549 AND REPLACING IT WITH ORDINANCE 574 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:**

This Non-Exclusive Electric Utility Franchise Agreement (“Agreement” or “Franchise”) is between the CITY OF UNION, a municipal corporation of the state of Oregon (“City”), and Oregon Trail Electric Cooperative Inc., an Oregon Non-Profit Corporation (“Franchisee”).

**SECTION 1. Definitions.** Any capitalized term used but not defined in this Agreement shall have the meaning set forth in the City of Union Municipal Code.

1.1 “Electric Facilities” shall mean Franchisee’s electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, communication lines, distribution and related facilities for electric vehicles, and other physical components located within any Right-of-Way within the City by virtue of the rights granted under this Agreement, or predecessor franchise agreement.

1.2 “Gross Revenues” shall mean any and all revenue of Franchisee derived from the sale and use of electric power and energy within the municipal boundaries of the City, including (i) revenues from the sale to and use of electricity and electric service by Franchisee’s retail customers within the municipal boundaries of the City, and (ii) revenues from the use, rental, or lease of Electric Facilities to serve Franchisee’s retail customers located within the municipal boundaries of the City, in each case, excluding amounts charged and received for separately billed governmental taxes and governmental fees, and after adjustment for the net write-off of uncollectible accounts and bill corrections.

1.3 “Right-of-Way” shall mean the space in, upon, above, along, across, over, or under any public street, road, highway, bridge, alley, sidewalk, trail, path, parking strip, public easement on private property, and all other public ways or areas, to the extent that the City owns or controls said ways or areas, and holds the necessary right, title, interest, and authority to grant a franchise to occupy and use such areas for the purpose herein stated.

**SECTION 2. Grant of Franchise.** Subject to the Union Municipal Code, the City hereby grants to Franchisee the right, privilege, and authority to construct, maintain, operate, upgrade, and relocate its Electric Facilities in, under, along, over and across the present and future Right of Ways within the City, for the purpose of supplying and transmitting electric power and energy utility service on the terms and conditions stated herein. This Franchise, and the grant of authority herein, is subject to prior rights, interests, agreements, regulations, rules, permits, easements or licenses granted by the City, the City code, and to the City's and the public's right to use and administer the Right-of-Way. Likewise, this Franchise does not apply to Electric Facilities that do not rely on the authority granted under this franchise to be located in a particular Right-of-Way, i.e., areas in a Right-of-Way where Franchisee holds requisite real property rights such as a private easement or fee simple title.

**SECTION 3. Term.** The initial term of this Franchise is for ten (10) years ("Initial Term"), commencing on the Effective Date, as defined under Section 25 below. This Agreement shall renew automatically each year thereafter, up to ten (10) years, if neither party provides written notice of non-renewal to the other party at least six (6) months prior to the expiration of the Initial Term.

**SECTION 4. Acceptance by Franchisee.** This franchise shall become effective on August 11, 2025, and within thirty (30) days after the passage of this ordinance adopting this Agreement by the City, Franchisee shall file an unqualified written acceptance thereof, with the City Administrator, otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 5. Non-Exclusive Franchise.** The right to use and occupy the Rights of Way of the City shall be nonexclusive, and the City reserves the right to grant similar franchise rights to any other person or entity and the right to use the Rights of Way for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Franchisee's Electric Facilities or Franchisee's rights granted herein.

**SECTION 6. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

**SECTION 7. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation, or maintenance by Franchisee of its Electric Facilities. Franchisee shall indemnify, defend, and hold the City, its officers, agents, or employees ("City Parties") harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Franchisee's, or its agents', employees', or contractors' ("Franchisee Parties"), use of the Rights-of-Way within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Franchisee of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and

Franchisee with respect to such claim, demand, or lien, permit Franchisee to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by Franchisee, Franchisee shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Franchisee shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with any negligent or willful act or failure to act of the City Parties. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 or 30.287.

**SECTION 8. Insurance.** Franchisee shall purchase and maintain at Franchisee's expense, or otherwise provide through a program of self-insurance, Commercial General Liability and Commercial Automobile Insurance covering bodily injury and property damage in an amount of Three Million Dollars (\$3,000,000.00). Franchisee's insurance policy shall be primary and noncontributory, and Franchisee shall remain fully responsible for any claims resulting from negligence or intentional misconduct of Franchisee or Franchisee Parties in performance of this Agreement, even if not covered by or in excess of insurance limits. Additionally, Franchisee shall obtain and maintain Workers' Compensation insurance required by ORS Ch. 656. Franchisee shall ensure that each of its contractors obtains and maintains workers' compensation insurance and obtains proof of the coverage before performing work. Franchisee shall provide proof of coverage required by this Section, by acceptable Certificate of Insurance and Endorsement from their respective carrier(s) or, if self-insured, a certificate of self-insurance with respect to the same. The City may, at any time, terminate this Franchise for Franchisee's failure to maintain the required insurance.

**SECTION 9. Annexation.**

**9.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by Franchisee located within any Right-of-Way of the annexed territory shall thereafter be subject to all of the terms hereof.

**9.2 Annexation.** When any territory is approved for annexation to the City, the City shall, no later than ten (10) calendar days after passage of an ordinance approving the proposed annexation, provide by both first-class and certified mail to Franchisee: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to the addresses set forth in Section 21 of this Agreement.

Additional or increased fees or taxes, other than ad valorem taxes, imposed on Franchisee as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to Franchisee in accordance with ORS 222.005, as amended from time to time.

**SECTION 10. Planning, Design, Construction, and Operation of Electric Facilities.**

**10.1** Franchisee shall conduct its operations under this Agreement, including construction, installation, maintenance, repair, replacement, upgrade, and operation of its Electric Facilities in accordance with applicable federal, state and city laws, codes and regulations.

**10.2** The Franchisee 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 Franchisee 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 Franchisee does not guarantee continuous and uninterrupted service, and under no circumstances is the Franchisee 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 Franchisee, 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 Franchisee shall maintain emergency repair service available on a 24-hour a day basis.

**10.3** Except in the case of an emergency, Franchisee shall, prior to commencing new construction or major reconstruction work in the Right-of-Way, notify the City of such work. Franchisee will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance.

**10.4** All Electric Facilities shall be located so as to cause minimum interference with the Rights-of-Way of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with applicable rules, ordinances, and regulations of the City.

**10.5** Restoration. If Franchisee makes any excavation, or in any manner interferes with any street, alley, sidewalk, crosswalk, pavement, or other public places within the City, Franchisee shall, as soon as possible, put the same back in as good condition as it was before such excavation or interference, and if Franchisee fails to do so, said City may perform the necessary work and Franchisee agrees to pay the expense of the same. Franchisee 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..

**10.6** Notification. City and Franchisee shall comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations in connection with the work performed by or on behalf of each of them in the Rights of Way.

**10.7** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Franchisee shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**10.8** The City shall have the right to use all poles and suitable overhead structures owned by Franchisee within the Rights-of-Way without cost for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated, or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Franchisee shall assume no liability, nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Franchisee's use of same. Nothing herein shall be construed to require Franchisee to increase pole size, or alter the manner in which Franchisee attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Franchisee and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Franchisee.

**10.9** Subject to the aforementioned requirements of sub-section 10.3, Franchisee shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Franchisee shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of Franchisee to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Franchisee's Electric Facilities or delay project completion.

**10.10** Before commencing any street improvements or other work within a Right-of-Way that may affect Franchisee's Electric Facilities, the City shall give written notice to Franchisee.

**10.11** No structures, buildings, or signs shall be erected below Franchisee's Electric Facilities or in a location that prevents access by Franchisee to maintain its facilities.

## **SECTION 11. Franchisee Records and Reports.**

**11.1 Reports and Mapping.** Franchisee shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise, and said report shall include, at City's advance written request, electronic mapping of Franchisee's Electric Facilities within the City limits. The City shall confirm receipt of the report and request any corrections thereto to Franchisee within a reasonable time following receipt of the report.

Franchisee's electronic mapped facility data will consist of poles, pad mount transformers, and wire located within the city limits w. Attribute information will be limited to facility identifiers. Data can be provided in a ESRI compatible geodatabase with associated metadata or other mutually agreed upon format.

With respect to any information, including but not limited to the mapping data, which Franchisee furnishes or otherwise discloses to the City under this section, Franchisee does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose

thereof. It is further understood and agreed that neither Franchisee nor its representatives shall have any liability or responsibility to the City or another party or to any other person or entity resulting from the use of any information or data so furnished or otherwise provided. Mapping data is provided for general location purposes only and may not accurately identify the exact location of facilities or current construction. No attempt has been made to verify the records to reflect current site conditions and Franchisee is not responsible or liable for any injury, death or damage that may result from differing site conditions.

The information furnished by Franchisee is provided with the understanding that the City will treat the information as confidential, to the extent possible, under the Oregon Public Records Act. If a public records request is made for any respective information included under this Agreement, the City will provide Franchisee with notice of the request and sufficient time to seek a protective order prior to providing the documentation to any third party.

**11.2 Books and Records; Audit.** Franchisee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this Franchise, and for at least six (6) years after the expiration or termination of this Franchise Agreement. Franchisee shall produce all books and records directly concerning its Gross Revenues and other financial information necessary to calculate the Franchise Fee consistent with Section 15 below for inspection by City, upon 10 days' written notice, during normal working hours; provided that only records that support payments which occurred during a period of three (3) years prior to the date the City notifies Franchisee of its intent to conduct an inspection shall be subject to review. The City shall have the further right during the term of this Franchise, or within 180 days after expiration or termination of the Franchise, to audit Franchisee's records for the period of three years prior to the audit. If the audit reveals underpayment of seven percent (7%) or more, the City may expand the audit to cover up to six (6) years. The audits shall be undertaken by a qualified person or entity selected by the City, and the cost shall be borne by the City, unless the results of the audit reveal an underpayment of more than seven percent (7%) or more, then the full cost of the audit shall be paid by the Franchisee. Franchisee shall promptly pay the portion of the underpayment as determined by the audit not subject of a good faith dispute to City together with five percent (5%) annual interest from the date the payment should have been made to the date the payment is actually made. Any audit information obtained by the City shall be kept confidential to the maximum extent allowed by Oregon law.

## **SECTION 12. City Rights and Obligations.**

**12.1 Supervision and Inspection.** With respect to all work performed by Franchisee under this Agreement, the City shall have the right to inspect all construction and installation of Franchisee's Electric Facilities to ensure compliance with governing laws, ordinances, rules, and regulations.

**12.2 Termination and Abandonment.** In the event of termination of this Franchise, if the City and Franchisee are not engaged in efforts to renew or renegotiate the terms of this Franchise, all the overhead Electric Facilities installed or used by Franchisee shall be removed by Franchisee at Franchisee's expense, or decommissioned and abandoned in place with approval of the City,

and the property on which the Electric Facilities were used restored by Franchisee to the condition it was in before installation; and all underground Electric Facilities installed or used by Franchisee shall be decommissioned and abandoned in place. Consistent with state law, such removal or decommissioning and abandonment shall occur within one (1) year of termination or expiration of this Franchise.

### **SECTION 13. Relocation of Electric Facilities.**

**13.1 City Request.** The City reserves the right to require Franchisee to relocate any of its Electric Facilities within the Rights-of-Way in the interest of public convenience, necessity, health, safety or welfare, at no cost to the City. Within ninety (90) days after written notice to Franchisee that Franchisee may proceed with such relocation, Franchisee shall commence the relocation of its Electric Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Franchisee, identify a reasonable alignment for the relocated Electric Facilities within the Right of Way.

**13.2 Developer or Third-Party Request.** Franchisee shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of private property in the area or any project sponsored or funded by a third party (including but not limited to any governmental agency or instrumentality other than the City), or is made for the benefit or convenience of a third-party (e.g., a customer of Franchisee), Franchisee may charge the expense of removal or relocation of the Electric Facilities to the developer or other third-party. For example, Franchisee shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of, or caused by, a private development. The City shall require the developer or third-party to pay Franchisee for such relocation costs, as part of its approval procedures (for example, a condition of approval). However, Franchisee shall be solely responsible for enforcing collection from the developer or other third-party, but Franchisee shall not be required to remove or relocate Electric Facilities for the benefit of third-parties until it receives payment for the removal or relocation. “Caused directly,” as used in this sub-section, shall mean that the removal or relocation of Facilities due to private development or third party project is necessary to enable the developer or third party to make any improvements or otherwise satisfy any conditions required under any permit, rule, regulation, or other requirement applicable to the project.

**13.3 Temporary Relocation.** Franchisee 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 Franchisee of the temporary raising, lowering or removal, and of any interruption of the Franchisee's service to its customers caused thereby, shall first be paid or reasonably secured to the Franchisee 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.

**13.4 Relocation Request; Responsiveness.** Franchisee agrees to respond within a reasonable timeframe but no later than thirty (30) days following a written request from City to all City requests (i) for relocation or conversions of Facilities within or around the Right-of-Way; (ii) for discussion(s) or meeting(s) on possible relocations or conversions; and (iii) for discussion(s) or meeting(s) on design, planning, or implementation of public works or other development projects or other proposals regarding the Right of Way, whether City initiated or private development, that may impact the Franchisee's Electric Facilities.

**SECTION 14. Vegetation Management.** Franchisee or its contractor may prune all trees and vegetation which overhang the Rights-of-Way, whether such trees or vegetation originate within or outside the Rights-of-Way, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Franchisee's Electric 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 Franchisee shall make best efforts to contract landowners adjacent to Public Rights-of-Way where trees are to be trimmed. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this section shall prevent Franchisee, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**SECTION 15. Compensation.**

**15.1 Franchise Fee.** In consideration of the rights, privileges, and franchise hereby granted, Franchisee shall pay to the City from and after the Effective Date of the acceptance of this franchise, five percent (5%) of its Gross Revenues derived from within the corporate limits of the City. The Franchise Fee shall be due and payable within 30 (thirty) days after the end of each month. With respect to any amount or portion thereof past due hereunder that is not disputed in good faith by Franchisee, the City shall have the right to charge interest at the rate of five percent (5%) per annum. With each payment, Franchisee shall furnish City with a written statement setting forth the amount of Gross Revenues of Franchisee within the City for the monthly period covered by the payment. City's acceptance of any payments due under this Section shall not be considered a waiver by the City of any breach of this Franchise.

All amounts paid under this section shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies Franchisee of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the Franchise Fee amount as may then be allowed by state law. The City shall provide Franchisee with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to Franchisee.

**15.2** The Franchise Fee shall not be in addition to any other license, occupation, franchise, or excise taxes or charges, excluding relocation expenses required to be paid by Franchisee under

this Franchise, which might otherwise be levied or collected by the City from Franchisee with respect to Franchisee's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

**SECTION 16. Renewal.** If neither party provides written notice of non-renewal to the other party at least six (6) months prior to the expiration of the Initial Term, after the Initial Term, this Agreement shall renew automatically for one year; and thereafter, this Agreement will continue to renew automatically each year for up to a total of ten (10) years. Franchisee shall have the continued right to use the Rights-of-Way of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 17. No Waiver.** Neither the City nor Franchisee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 18. Transfer of Franchise.** Franchisee shall not sell, dispose of, lease, assign, or transfer in any manner whatsoever any interest in this Franchise, without written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event the City provides such consent, the City may impose reasonable conditions, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Franchisee the actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. Franchisee may mortgage this Franchise, together with its Electric Facilities, in order to secure any legal bond issue or other indebtedness of Franchisee, with no requirement of City's consent or that the trustees acknowledge in writing and agree to be bound by the terms of this Franchise.

**SECTION 19. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or Franchisee may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Franchisee and formally adopted as an ordinance amendment.

**SECTION 20. Termination and Enforcement.**

**20.1 Termination.** The City may terminate this Franchise Agreement upon the willful failure of Franchisee to perform with reasonable dispatch each and every term, condition or obligation imposed upon it under or pursuant to this Agreement; provided that the City shall first provide Franchisee written notice of any such failure and Franchisee shall have sixty (60) days from receipt of such notice to cure the failure, or if the failure cannot be reasonably cured with sixty

(60) days, to commence and diligently pursue curing the failure. If Franchisee does not cure the failure within the sixty (60) day period or does not commence and diligently pursue curing the failure, then the City Council may declare the Franchise Agreement terminated. The City shall provide a notice of termination to Franchisee, following the declaration of termination by City Council. Franchisee may challenge the notice of termination by providing a written protest to City Administrator within twenty (20) business days of the date of the notice of termination. City Administrator, upon receipt of protest, shall refer the protest to City Council for a public hearing and decision. The termination will not be final until a decision is made by City Council, at a public meeting. Given the public health and safety considerations that arise as a result of cessation of power distribution within the City, if the City decides to terminate the Franchise, it shall set a termination date that allows for implementation of a plan to ensure continued electrical power delivery service. Such termination shall not in any way relieve, release or discharge the Franchisee from any liability or obligation in favor of the City theretofore incurred by Franchisee 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.

**20.3 Additional Claims; Remedies Non-Exclusive.** Notwithstanding the termination procedures under section 20.1 above, in the event Franchisee or the City fails to fulfill any of their respective obligations under this Franchise, the City, or Franchisee, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise. The parties agree to make best and reasonable efforts to confer and discuss potential issues that may arise under this Agreement prior to exercising any additional breach of contract or legal claims, as may be available under law. All remedies granted herein under this Agreement are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Failure to enforce any provision of this Agreement shall not be construed as a waiver of a breach of any other term, condition, or obligation of this Agreement.

**SECTION 21. Notices.** Unless otherwise specified herein, all notices from Franchisee to the City, or the City to Franchisee, pursuant to or concerning this Franchise shall be delivered to:

FRANCHISEE  
Oregon Trail Electric Cooperative  
4005 23<sup>rd</sup> Street  
Baker City, Oregon 97814

CITY OF UNION  
342 S Main  
Union, OR 97883  
Attn: City Administrator

**SECTION 22. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any

other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 24. Governing Law; Interpretation.** Interpretation of this Franchise Agreement shall be governed by the laws of the State of Oregon and any legal action relating to this Franchise Agreement shall be brought in Union County Circuit Court.

**SECTION 25. Effective Date.** This Agreement shall be made effective upon the date on which the ordinance adopting this Agreement is effective (“Effective Date”).

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025 and approved by the Mayor.

ATTEST:

APPROVED:

\_\_\_\_\_  
Celeste Tate – City Administrator  
City of Union

\_\_\_\_\_  
Susan Hawkins – Mayor  
City of Union



# Memorandum

**Subject:** 299 HWY 203 Ranger Station  
**Meeting:**  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:**

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## **BACKGROUND INFORMATION:**

The city is embarking on the final Ranger Station Unit of which the city will once again act as general contractor. The city has received bids for Electrical, Plumbing and HVAC. While the city made a good faith effort to received at least three bids in all catagories, only two of the four electricians contacted submitted a proposal and only one of the three plumbers contacted submitted a proposal. All three HVAC technicians contacted submitted a proposal. Summaries of each proposal are included in the attachments.

## **RECOMMENDATION:**

To approve Fox Electric's bid at \$12,890.00, Daggett Plumbing's bid at \$13,995.00, and All Air's bid at \$34,790.00.

## **ATTACHED:**

[299 HWY 203 Bids](#)

SOUTH AIRBNB 299 HWY 203

CONTRACTORS CONTACTED FOR REQUEST FOR PROPOSAL

ELECTRICAL:

FOX ELECTRIC

ALL PHASE

SJ ELECTRIC

OVERTON ELECTRIC

PLUMBING:

DAGGETT PLUMBING

ADVANCED PLUMBING

ACTION PLUMBING

HVAC:

SCOTTS

AIR FUSION

ALL AIR

## ELECTRICAL:

We contacted four electricians and sent via email plans for the project. Two electricians did a walk-through of the site and submitted proposals. The proposals are as follows.

All Phase: Did not submit a proposal

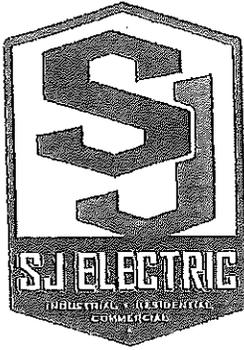
Overton Electric: Did not submit a proposal

Fox Electric: \$12,890.00

SJ Electric: \$10,600.00

In reviewing the two proposals, Fox Electric is thorough and does list out exactly what is being supplied and done. SJ Electric is vague and leaves room for additional cost of items that may have been overlooked.

Our personal recommendation is to go with the known of Fox Electric's proposal as it includes all the details we asked for and is broken down to where we can understand it. True it is \$2,290.00 more it includes wall heaters for the bathrooms \$950.00, extra mini split wiring if necessary \$450.00, plus other items that could have possibly been overlooked by SJ Electric.



**Steve Courtney, Inc.**

**CCB #186475**

P.O. Box 2998  
1507 R Ave.  
La Grande, OR 97850

Cell: (541)786-0852  
Office: (541)663-0303  
FAX: (541)663-0449

email: [sj.electric@outlook.com](mailto:sj.electric@outlook.com)

July 17, 2025

To: City of Union  
Paul Phillips

RE: Electrical Bid 4-room Guard dwelling  
299 Hwy 203 Union, OR

We herewith submit specifications and estimates for the following:

Complete electrical wiring for dwelling unit as per plans provided  
All wiring to current NEC code regulations.

**Total Material, Labor, & Permit            \$10,600.00**

All electrical work, receptacles and switching will be done to current NEC code regulations and complete customer satisfaction.

Sincerely,

Steve Courtney  
President

This proposal is valid for 30 days. Thank you for calling SJ Electric for your electrical needs.

**Proposal**

**Fox Electric LLC**

**POBox 2875**

**La Grande, OR 97850**

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

**TO: City of Union**

**ATTN: Paul Phillips, City of Union POB 529, Union OR**

**PROJECT: House rewiring**

**DATE: 7/18/2025**

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

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**Included in the bid:**

1. All wiring done to applicable codes
2. Recessed can lighting or wafer lights: 4- kitchen, 1-pantry, 6- living room, 2-laundry/hall, 2- front porch, 1- bathroom, 3- hallway.
3. Surface mounted ceiling lights: 1- center of each bedroom (4 total), 1- dining room table
4. Wall lights: 1- vanity light in each bathroom
5. Exterior wall light: 3 on the back patio
6. Bathroom exhaust fan: There will be a 80cfm with a 5-30 wall switch timer
7. Move the electrical service mast going through the roof, to a new location above where the new panel is to be installed in the utility room. Note: the old hole going through the roof will be repaired by others
8. Range, dishwasher, disposal, micro/hood circuits in the kitchen
9. Up to a 30amp 240volt circuit for power to a mini-split unit on the exterior of the building
10. 6 wall heaters- 1 in each bedroom and one in the bathroom. Each heater will have its own wall thermostat
11. Multi-location switching dining room, living room near the entry (3 locations), hallway, and the laundry/hall
12. TV/Phone/internets locations: 1 living room
13. Circuit and overhead wiring to the garage. Does NOT include any wiring or repair of the current wiring in the garage. The new overhead wiring will be tie into the wiring that had been disconnected when the new siding was done
14. The trim will be standard toggle style switches and standard duplex outlets. The trim will be white or ivory in color

**Extra mini-split: \$450**

**Extra wall heaters w/wall stats: \$475**

**Does not include:**

1. Additions or alterations to the above specifications
2. Any work on the existing electrical service/panel that may need to be done
3. Any additional work that may be necessary in the garage.
4. Any light fixtures other than can lighting or wafer lights listed above

5. Permit fees if applicable
6. Any construction, demolition, excavation, or moving of household goods/furniture to install electrical equipment.
7. CAT tax

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**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum: **\$12,890**

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

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

**Date of Acceptance:**

Signed:

Signature:

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

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

Fox Electric LLC Representative

NOTICE OF RIGHT TO A LIEN.

FOR THE SAME SERVICE.

Date: 06/13/23

Owner: City of Union

Owner's address: 343 HWY 203, Union, OR 97883

This is to inform you that **FOX ELECTRIC LLC** has/will begin to provide **LABOR, SERVICES, MATERIALS, AND EQUIPMENT** to property you own. The job location is located at 343 HWY 203, Union, OR 97883.

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

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

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

This notice has been sent to you by:

**FOX ELECTRIC LLC**

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

**541-910-7246**

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

Owner's signature:

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

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

**YOURSELF ARE:**

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

---

[1981 c.757 §5;

1983 c.757 §2; 1987 c.662 §2]

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") BETWEEN: City of UNION, OREGON ("Client")

Mailing address PO Box 529 Union, Oregon 97883.

Job Location: 343 HWY 203 Union, Oregon 97883.

- AND -

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

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

**Term of Agreement**

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

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

**Compensation**

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

Emergency calls are double time.

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

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

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

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

**Penalties for Late Payment**

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

**Modification of Agreement**

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

**Severability**

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

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

This Day .

Client

Fox Electric LLC

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

# Notice

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

Thank you!

Fox Electric LLC

## PLUMBING:

We contacted 3 plumbers and sent plans via email for the project. Two of the three plumbers did site visits and only one submitted.

Daggett plumbing: \$13,995.00

Advanced plumbing: No proposal submitted

Action plumbing: No proposal submitted

Based on the fact of only receiving one proposal, we recommend Daggett Plumbing.

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

**BID PROPOSAL**

**Date:** July 30, 2025  
**Company:** City of Union  
**Attention:** Paul Phillips  
**Phone #:** 541-910-9399  
**Email:** [paulphillips@cityofunion.com](mailto:paulphillips@cityofunion.com)  
**Project:** Remodel  
**Location:** 299 Hwy 203, Union

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

**Bid Includes:**

1. All rough plumbing labor and materials.
2. Plumbing per floor plans and verbal communication with Paul.
3. Permits & fees.
4. 2 hosebibs and icemaker line.
5. Concrete removal.

**Bid Excludes:**

1. Changes to plan after rough in.
2. Excavation and backfill.
3. Fiberglass tubs, showers, and plumbing fixtures.

**BID TOTAL:                   \$13,995.00**

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

At Underfloor	At Top Out	At Finish
\$0.00	\$12,500.00	\$1,495.00

(Fixtures include: toilets, sinks, faucets, shower valves and trim, garbage disposals, water heaters, and all finish materials)

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

## HVAC:

We contacted 3 HVAC service companies, all three did site visits and submitted proposals.

Air Fuzion LLC.: \$28,100.00

Scotts: \$39,969.70

All Air: \$34,790.00

While Air Fuzion is the lowest price, their bid does not include a gas fireplace insert, that line item could add \$5,000+ extra.

All Air price does not include an HRV unit if needed, that could add \$2,330 to existing bid.

Our recommendation would be Air Fuzion.

Once council has awarded the bids, we will begin to schedule contractors to complete rough-in stage. The order will be HVAC, Plumbing, then electrical.

**Air Fuzion LLC.**

10703 B Walton Rd  
 La Grande, OR 97850  
 United States  
 airfuzionheating@gmail.com

# Estimate

**ADDRESS**

Paul Phillips  
 City Of Union

**ESTIMATE # 1811**

**DATE 07/17/2025**

ACTIVITY	QTY	RATE	AMOUNT
<b>Equipment/Installation</b>	1	20,800.00	20,800.00
City Of Union Guard Dwelling Renovation			
<p>Airfuzion is proposing the following equipment for your upcoming project. We will install two ducted VRV units in the attic with one zone taking care of the north end and the other on the south end with two thermostats. We will duct into each room with a main return in the hallway for the north zone and a main return in the living room for the south zone.</p> <p>1-Daikin VRV inverter driven heat pump sitting on a 12" tall stand with pan heater in the bottom to keep ice from building up into the coil. RXTQ36TBVJU</p> <p>2-Daikin variable speed ducted blower units one on the south end and the other on the north. FXSQ15TAVJU</p> <p>2-Daikin one thermostats</p> <p>1-All venting for ex in bathrooms, dryer vent, range vent.</p> <p>1-All materials for ducting through the attic with trim grills on finish.</p> <p>1-Copper piping and control wiring two the head locations.</p> <p>1-Gas piping to water heater and stove insert.</p> <p>1-Permit</p>			
<b>Gas Fire Place/Insert</b>		0.00	0.00
Depending on model and size this will run \$5,000.00-\$10,000.00			
<b>HRV System</b>	1	4,500.00	4,500.00
If you need to install we would duct it into the bathroom areas and terminate in attic.			
<b>Water Heater</b>	1	2,800.00	2,800.00
Navien on demand gas water heater			

---

TOTAL

**\$28,100.00**

Accepted By

Accepted Date



1505 N Pine St | La Grande | Oregon | 97850

Setting the Standard in Eastern Oregon



Name  
City of Union

Proposal #  
R507222025082803-1

Date  
07/22/2025

Zone  
Zone 1

Site Address  
343 OR-203  
Union, OR 97883  
Ph: (541) 910-9399

Billing Address  
P.O. Box 529  
Union, Oregon 97883  
Ph:

Consultant  
Dylan Studer

Email  
dstuder@scottssac.com

Cell Phone  
Ph: (541) 561-2691

System Investment		Est Payment:	\$666.16
Term: 60	Rate: 0%		
Investment Type: Finance (With Approved Credit)		Wells Fargo	60
Base System			\$39969.70
Optional Items Total			\$0.00
System Total			\$39969.70
Deposit			\$0
Balance			\$39969.70
Net Investment After Credits & Rebate			\$39969.70



By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

Customer:

Date:

Approved by:

Date:



1505 N Pine St | La Grande | Oregon | 97850  
 Setting the Standard in Eastern Oregon



Name: **City of Union**      Proposal #: **R507222025082803-1**      Date: **07/22/2025**      Zone: **Zone 1**

**Components in Base System Investment**

Qty	Model Number	Description
1	PEADAA36NL	R454B - AC/HP IDU Ducted 36K BTU CONTROL REQUIRED
1	PUZAK36NLHZ	R454B - HP Hyper Heat ODU 36K BTU w/Base Pan Heater
1	U31-NG10	U31-10 Energy Gas Insert MED B-Vent NG (US Only)
1	PSF FV 06VE1	
7	ADD-MAT-100	ADDITIONAL MATERIALS
1	GP-FP *GK	GAS PIPING FOR A FIREPLACE
1	GP-T-WH *GK	INSTALL GAS PIPE TO TANKLESS WATER HEATER
1	25 Dryer	
2	BATH UTILITY - FAN VENT *GK	UTILITY / BATH FAN VENTING ONLY DUCT TO ROOF
2	KITCHEN-FAN VENT *GK	3-1/4 x 10 to 7" Rd Range Vent - with wall cap
1	PVC-VENT-1-2-C *GK	PVC VENT 1-STORY/2-PIPE CONCENTRIC
8	Full Supply Run 6	
4	Full Supply Run 8	Full 8" Supply Run - Cone Saddle, Flex, Boot, WA Elbow, Register and Grill
1	RETURN-A *GK	COMMON RETURN AIR ADD IN UNCONDITIONED AREA - ATTIC
1	CLA EL24 48 3	
1	Permits	Building Permit
40	TMC LABOR	
10	RD Main Trunk	4' of Round Main Trunk Section (see OI worksheet for details- Main duct and trunk fittings)
1	DIV CP 22T	Condensate Pump 22' Lift With Tubing (EA)
1	DSC 230-CP4	Speedichannel 4" Union Coupling (EA)
1	DSC 230-WC4	Speedichannel 4" Wall Penetration Cover (EA)
1	MLS 61020500B3B6	Line Set 3/8" L 5/8" S 50' 1/2" Ins (EA)
1	CMF SQTORD75416	7 1/8"x54" to 16" RD Supply Air For MHP (EA)
1	CMF SQTORD85418	8 5/8"x54" to 18" RD Return Air For MHP (EA)
1	DSC 230-BP17W	Mounting Blocks For Minisplit (pair) (PR)
2	DSC 230-D4A	Speedichannel 4" Line Set Cover 78" (EA)
1	HB 30022965A	NaviCirc Kit (EA)

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

Approved by:

Date:

Customer:

Date:



1505 N Pine St | La Grande | Oregon | 97850

Setting the Standard in Eastern Oregon

Name  
City of Union

Proposal #  
R507222025082803-1

Date  
07/22/2025

Zone  
Zone 1

Components in Base System Investment cont.

Qty	Model Number	Description
1	HB NPE-240A2 NG/LP	Tankless HTR Condensing 199k BTU (EA)
1	MIA MHK2	Wireless Remote Controller kumo touch (EA)

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

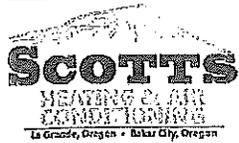
Customer:

Date:

Approved  
by:

Date:

473-963-4316 scottsc.com ECRR-80535



1505 N Pine St | La Grande | Oregon | 97850

Setting the Standard in Eastern Oregon

Name  
City of Union

Proposal #  
R507222025082803-1

Date  
07/22/2025

Zone  
Zone 1

**Inclusions**

- 1 year labor warranty for new equipment.
- 12 year parts and compressor warranty
- Navien Warranty 5yr parts, 12 year heat exchanger
- Mechanical Permit
- Install new thermostat or control wiring
- Condensate removal pump and discharge tube
- Equipment Pad to stabilize outdoor unit
- Copper refrigerant lines, highest quality material
- Ensure proper amount of refrigerant in AC or HP
- Sealed connections for greater energy efficiency
- Clean up work area before leaving worksite
- Complete system start up
- Quality assurance review

**Exclusions**

- Electrical Not Included
- Plumbing Not Included

**Installation Instructions & Special Notes**

- Install Mitsubishi 36k Hyper Heat Outdoor Unit
- Install Mitsubishi 36k Slim Ducted Indoor Unit
- Install Equipment Pad
- Install Snow Legs
- Install Line Hide
- Install Line Set
- Install Surge Protector
- Install Supply and Return Square to Rounds
- Install Return Trunk
- Install Main Supply Trunk
- Install Supply Runs (6) 6" and (4) 8"
- Install Bath Fan Venting
- Install Range Venting
- Install Dryer Venting
- Install Navien On-Demand Venting

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

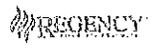
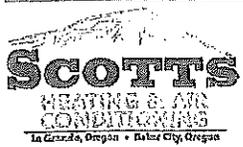
Customer:

Date:

Approved  
by:

Date:

541.963.4316 scottsc.com 11/18/2023



1505 N Pine St | La Grande | Oregon | 97850

Setting the Standard in Eastern Oregon

Name	Proposal #	Date	Zone
<b>City of Union</b>	<b>R507222025082803-1</b>	<b>07/22/2025</b>	<b>Zone 1</b>

**Installation Instructions & Special Notes cont.**

- Install Gas Line to Fire Place Insert
- Install Gas Line to Navien On-Demand
- Install Regency Gas Fireplace Insert
- Install Gas Fireplace Venting
- Install Navien On-Demand Water Heater
- Install Panasonic ERV and Ducting
- Mechanical Permit
- Customer Responsible for Electrical 120vac Outlet - Regency Fireplace Insert
- Customer Responsible for Electrical 120vac Outlet - Navien On-Demand
- Customer Responsible for Electrical 120vac - Panasonic ERV
- Customer Responsible for Electrical 30-amp 240vac Dedicated Circuit - Mitsubishi Heat Pump

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

Customer:

Date:

Approved by:

Date:

1505 N Pine St | La Grande | Oregon | 97850



1505 N Pine St | La Grande | Oregon | 97850

Setting the Standard in Eastern Oregon

Name  
City of Union

Proposal #  
R507222025082803-1

Date  
07/22/2025

Site Address  
343 OR-203  
Union, OR, 97883  
Ph: (541) 910-9399

Billing Address  
P.O. Box 529  
Union, Oregon, 97883  
Ph:

Consultant  
Dylan Studer

Email  
dstuder@scottsc.com

Cell Phone  
Ph: (541) 561-2691

**Proposal Notes**

\*\*\* Customer to provide electrician for all electrical as needed. \*\*\*  
\_\_\_\_ Customer Initials

50% Deposit Due upon acceptance of proposal, remaining balance is due upon completion -OR- Financing is available on approve credit.  
---Up a 10% Restocking fee on any canceled contract---

Permits and inspections provided by Scott's Heating.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control.

Owner to carry necessary insurance. Employees are fully covered by Worker's Compensation insurance.

CCB #89333



YOUR HOME



**DYLAN STUDER**

We hereby propose to furnish material and labor in complete accordance with the above specifications for the sum of Thirty Nine Thousand Nine Hundred Sixty Nine Dollars and Sixty Nine Cents  
(Total extended Price with Tax after Discount)

**\$39,969.70**

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.

Representative:

Date:

Customer:

Date:

Approved by:

Date:

# ≈ All Air ≈ HVAC Service

1703 N Albany Street, La Grande, OR 97850

Phone (541) 962-0452 ~ Fax (541) 963-8152

CCB:162732

## PROPOSAL / CONTRACT

To: **City of Union**  
**Att: Dylan Gardner**  
**PO Box 529, Union OR 97883**  
541-419-1365, paulphillips@cityofunion.com

**July 21, 2025**

Project Location: 299 Highway 203, Union OR

### ***We Propose To (Option 1; if spray foam insulation used in attic):***

- ≈ Install LENNOX 96% AFUE 45,000 btu Horizontal Natural Gas Furnace
- ≈ Install LENNOX 2.5 Ton 14.3 SEER2 Air Conditioning System
- ≈ Install LENNOX M30 Touchscreen Smart Programmable Thermostat
- ≈ Install NAVIEN On Demand water heater with flush valves
- ≈ Install NAPOLEON GDIZC Fireplace Insert and Honeywell T4 Thermostat
- ≈ Install gas pipe to up to three taps
- ≈ Install refrigerant lines
- ≈ Install condensate drain system
- ≈ Install duct work throughout home with up to thirteen supply ducts and one return air duct
- ≈ Install venting for furnace, water heater, insert, two bath fans, one range vent and one dryer vent
- ≈ Obtain mechanical permit and inspection
- ≈ Start, test and adjust
- ≈ NOTE: Electrical circuits not included; must be provided by others

**Price: \$ 34,560.00**

### ***We Propose To (Option 2; if standard blown insulation used in attic):***

- ≈ Install LENNOX 80% AFUE 70,000 btu Horizontal Natural Gas Furnace
- ≈ Install LENNOX 2.5 Ton 14.3 SEER2 Air Conditioning System
- ≈ Install LENNOX M30 Touchscreen Smart Programmable Thermostat
- ≈ Install NAVIEN On Demand water heater with flush valves
- ≈ Install NAPOLEON GDIZC Fireplace Insert and Honeywell T4 Thermostat
- ≈ Install gas pipe to up to three taps
- ≈ Install refrigerant lines
- ≈ Install condensate drain system
- ≈ Install duct work throughout home with up to thirteen supply ducts and one return air duct
- ≈ Install venting for furnace, water heater, insert, two bath fans, one range vent and one dryer vent
- ≈ Obtain mechanical permit and inspection
- ≈ Start, test and adjust
- ≈ NOTE: Electrical circuits not included; must be provided by others

**Price: \$ 33,524.00**

*(continued on page 2)*

**We Propose To (Option 3):**

- ≈ Install MITSUBISHI 2.5 Ton Hyper Heat Ducted Mini-Split Heat Pump System
- ≈ Install NAVIEN On Demand water heater with flush valves
- ≈ Install NAPOLEON GDIZC Fireplace Insert and Honeywell T4 Thermostat
- ≈ Install gas pipe to up to three taps
- ≈ Install refrigerant lines
- ≈ Install condensate drain system
- ≈ Install duct work throughout home with up to thirteen supply ducts and one return air duct
- ≈ Install venting for water heater, insert, two bath fans, one range vent and one dryer vent
- ≈ Obtain mechanical permit and inspection
- ≈ Start, test and adjust
- ≈ NOTE: Electrical circuits not included; must be provided by others

**Price: \$ 34,790 .00**

**We Propose To (Option 4):**

- ≈ Install LENNOX HRV6-150 Healthy Climate Heat Recovery Ventilator (HRV)
- ≈ Install HRV ducting
- ≈ Obtain mechanical permit and inspection
- ≈ Start, test and adjust
- ≈ NOTE: Electrical circuits not included; must be provided by others

**Price: \$ 2,330.00**

**IMPORTANT NOTES, please initial where indicated:**

**CONTRACT DURATION:** This contract shall be effective on the date of signing and will end six months after the date of signing or on the date that the scope of work contained in this contract has been completed, whichever occurs first. Should the scope of work not be completed within this six month period, completed items shall be invoiced and become payable, and items not completed may be included in a new contract. Initial here: \_\_\_\_\_X

**DELAYS:** Projects exceeding 30 days from the date work begins or experiencing unforeseen delays may/will be invoiced monthly per percentage completed, with invoices due upon receipt. Projects exceeding 60 days will be reviewed for material/equipment price changes with a Change Order provided to reflect any price increases. Initial here: \_\_\_\_\_X

**CHANGE ORDERS:** Any deviation from the scope of work outlined above must be approved via a completed, priced or estimated, signed Change Order form prior to the performance of that work, and may result in additional charges. Initial here: \_\_\_\_\_X

**CANCELLATIONS:** Cancellation of Contracted project will result in a 15% restocking fee and shipping fees for any equipment and supplies that have been ordered and received for the project. Initial here: \_\_\_\_\_X

**ELECTRICAL:** Any high voltage electrical required is not included and must be provided by others. Initial here: \_\_\_\_\_X

**WARRANTY:** All Air HVAC Service (Contractor) hereby warrants that labor and materials furnished and work performed is in compliance with contract documents, manufacturer warranties, and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Should any defect develop during the warranty period due to improper materials or workmanship, said

*(continued on page 3)*

defect shall be made good by Contractor at no expense to Owner, provided Owner gives Contractor written notice of defect within the warranty period and within 60 days of discovery of defect. Should Contractor fail to correct defective work within 60 days after receiving written notice, Owner may, at his option, correct defects and charge Contractor costs for such correction. Warranty does not apply to work that has been abused or neglected by the owner or modified in any way by any party other than Contractor during the warranty period. Initial here: \_\_\_\_\_ X

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

**We hereby propose** to furnish labor and materials in accordance with the above specifications for the prices listed above (*please circle your selections*). **\*\* TERMS:** Payment due as follows: one-half (1/2) due upon acceptance of Proposal/Contract; one-half (1/2) due upon completion. Proposal/Contract is not binding until signed Proposal/Contract, signed CCB notices and required deposit are received. Equipment will not be ordered and projects will not be scheduled without signed Proposal/Contracts, signed CCB notices and required deposits. Initial here: \_\_\_\_\_ X

Signature

Authorized signature (Provided by JB - This proposal is valid for 30 days.)

**Acceptance of Proposal/Contract:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

X  
\_\_\_\_\_  
Signature

X  
\_\_\_\_\_  
Date of Acceptance

**Required Construction Contractor Board (CCB) Consumer Notices enclosed:**

Consumer Protection Notice, Information Notice to Owner about Construction Liens, Notice of Procedure.

**Explanation of Homeowner's Rights:** Consumers have the right to receive the products and services agreed to in the contract. Consumers have the right to resolve disputes through means outlined in the contract. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may need to be complied with during the resolution of the CCB complaint.

**Arbitration/Mediation:** This contract DOES NOT contain an arbitration or mediation clause.

*"There has never been anything made that some man cannot make a little poorer and sell a little cheaper.  
The sweetness of low price never equals the bitterness of low quality."*



# Consumer Protection Notice

## Actions to help make your project successful

(ORS 701.330 (1))

Oregon law requires contractors to provide the homeowner with this notice at the time of written contract, for work on a residential structure. This notice explains licensing, bond and insurance requirements, and steps that consumers can take to help protect their interests.

### START OUT YOUR PROJECT RIGHT

1. **Make sure your contractor is properly licensed** before you sign a contract. Visit [www.oregon.gov/ccb](http://www.oregon.gov/ccb), and click on the link, **Check on a Contractor's License**, or call our offices at 503-378-4621. To be licensed in Oregon, contractors must take training and pass a test on business practices and law. Licensing is not a guarantee of the contractor's work.
  - **A license requires the contractor to maintain a surety bond and liability insurance** - The CCB surety bond provides a limited amount of financial security if the contractor is ordered to pay damages in contract disputes. It is not intended to be a safety net for consumer damages. Consumers with large projects may wish to look into performance bonds. Liability insurance coverage provides for property damage and bodily injury caused by the contractor. It does not cover contract disputes, including poor workmanship.
  - **If your contractor is not licensed** - the CCB bond and dispute resolution services will not be available to you.
2. **What you should know about bids, contracts, and change orders:**
  - **Bids** - *Do not automatically accept the lowest bid* - A low bid may make it necessary for the contractor to use lower quality materials and to cut corners in workmanship.
  - **Contracts and Change Orders** - *Always get it in writing*. Your contractor is required to provide a written contract if the contract price is more than \$2000. The CCB recommends that all contracts be in writing.
  - **Contracts should be as detailed as possible** - Some items to include are materials and costs, permits, estimated start and completion dates, debris removal, and arbitration clauses. Make sure the contractor's name, CCB number, and contact information is included in the contract.
  - **Read and understand your contract before signing it** - Don't be pressured into signing your contract without taking the time needed to go through it. Make sure it includes enough details to avoid misunderstandings and to protect you and your property.
3. **Additional contract information you should know:**
  - **A Payment Schedule** - should be included in the contract. Stick to the schedule and never pay in full for a project before the work is complete.
  - **Special Note on Liens** - Subcontractors and material suppliers that work on your project are often paid by the general contractor. If a general contractor fails to pay, the subcontractor may file a lien on your property. For information on construction liens, visit the CCB's Consumer Help Page at [www.oregon.gov/ccb](http://www.oregon.gov/ccb), or contact an attorney.
  - **Warranty on new residential construction** - Contractors must make an offer of a warranty when constructing a new residential structure. Consumers may accept or refuse the warranty.
4. **If you should have a problem with your contractor** - You can file a complaint with the CCB against a **licensed** contractor within one year of the substantial completion of work on your project. Contact the CCB office at 503-378-4621 for help.

Visit the CCB website at for more information on having a successful project.

[www.oregon.gov/ccb](http://www.oregon.gov/ccb)

CONTRACTOR: CCB#: 162732

PROPERTY OWNER:

Signet Haber                      July 21, 2025  
Signature                              Date

X    X  
Signature                                      Date



# Notice of Procedure

## Regarding Residential Construction

### Arbitrations and Lawsuits

(ORS 701.330)

Oregon law contains important requirements that homeowners must follow before starting an arbitration or court action against any contractor, subcontractor, or supplier (materials or equipment) for construction defects.

**Before you start an arbitration or court action, you must do the following:**

1. Deliver a written notice of any conditions that you believe are defective to the contractor, subcontractor, or supplier that you believe is responsible for the alleged defect.
2. Allow the contractor, subcontractor, supplier, or its agent, to visually inspect the possible defects and also allow the contractor, subcontractor, or supplier to do reasonable testing.
3. Provide the contractor, subcontractor, supplier, or its agent, the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made.

There are strict procedures and deadlines that must be followed under Oregon law. Failure to follow those procedures or meet those deadlines will affect your right to start an arbitration or court action.

**You should contact an attorney** for information on the procedures and deadlines required under Oregon law.

**Your contractor is supplying this notice to you as required by Oregon law.**

CONTRACTOR: CCB#: 162732

HOMEOWNER:

All Air HVAC Service  
Print Contractor Name (as it appears on contract)

City of Union  
Print Homeowner Name (as it appears on contract)

Signe Kaler July 21, 2025  
Signature of Authorized Representative Date

X X  
Signature Date



# Information Notice To Owner About Construction Liens

(ORS 87.093)

**This is not a lien. Your contractor is required by law to provide this notice to inform you about construction lien laws. This notice explains the construction lien law, and gives steps you can take to protect your property from a valid lien. As an owner, you should read this information notice carefully. This information notice is required to be given if you contract for residential construction or remodeling, if you are buying a new home, or at any time the contract price exceeds \$2,000.**

- Under Oregon law, your contractor and others who provide labor, materials, equipment, or services to your project may be able to claim payment from your property if they have not been paid. That claim is called a Construction Lien.
- If your contractor does not pay subcontractors, employees, rental equipment dealers, materials suppliers, or does not make other legally required payments, those who are owed money may place a lien against your property for payment. **It is in your best interest to verify that all bills related to your contract are paid, even if you have paid your contractor in full.**
- If you occupy or will occupy your home, persons who supply materials, labor, equipment, or services ordered by your contractor are permitted by law to file a lien against your property only if they have sent you a timely Notice of Right to Lien (which is different from this Information Notice), before or during construction. If you enter into a contract to buy a newly-built, partially-built, or newly-remodeled home, a lien may be claimed even though you have not received a Notice of Right to a Lien. If you do not occupy the building, a Notice of Right to Lien is not required prior to filing a lien.

**This notice is not intended to be a complete analysis of the law. You should consult an attorney for more information.**

## Common Questions and Answers About Construction Liens

**Can someone record a construction lien even if I pay my contractor?** Yes. Anyone who has not been paid for labor, material, equipment, or services on your project and has provided you with a valid Notice of Right to Lien has the right to record a construction lien.

**What is a Notice of Right to Lien?** A Notice of a Right to Lien is sent to you by persons who have provided labor, materials, or equipment to your construction project. It protects their construction lien rights against your property.

**What should I do when I receive a Notice of Right to Lien?** Don't ignore it. Find out what arrangements your contractor has made to pay the sender of the Notice of Right to Lien.

**When do construction liens need to be recorded?** In Oregon, construction liens generally need to be recorded within 75 days from the date the project was substantially completed, or 75 days from the date that the lien claimant stopped providing labor, material, equipment, or services, whichever happened first. To enforce a lien, the lien holder must file a lawsuit in a proper court within 120 days of the date the lien was filed.

**Note to Contractor:** This notice must be delivered personally, or mailed by registered mail, certified mail, or by first-class mail with a certificate of mailing. Ask the signing parties to provide you with an original or copy to retain in your files. You should retain proof of delivery of this notice for at least two years.

(over)

### Steps That Consumers Can Take to Protect Themselves

- **Contact the Construction Contractors Board (CCB) and confirm that your contractor is licensed.** The law requires all construction contractors to be licensed with the CCB. Check a contractor's license online at the CCB consumer website: [www.oregon.gov/ccb](http://www.oregon.gov/ccb), or you can call 503-378-4621.
- **Review the Consumer Protection Notice (ORS 701.330(1)),** which your contractor must provide to you at the time of contract on a residential structure.
- **Consider using the services of an escrow agent** to protect your interests. Consult your attorney to find out whether your escrow agent will protect you against liens when making payments.
- **Contact a title company about obtaining a title policy** that will protect you from construction lien claims.
- **Find out what precautions, if any, will be taken** by your contractor, lending institution, and architect to protect your project from construction liens.
- **Ask the contractor to get lien waivers or lien releases** from every subcontractor, materials provider, equipment provider, and anyone else the contractor is responsible for paying. Do this before you give your contractor a progress payment.
- **Have a written contract with your contractor.** A written contract is **required** for projects greater than \$2,000. An original contractor that fails to provide a written contract as required by law, may not place a construction lien against the owner's property.
- **If you receive a Notice of Right to Lien, ask for a statement of the reasonable value of the materials, labor, equipment, or services** provided to your project from everyone who sends you a Notice of Right to Lien. If the information is not provided in a timely manner, the sender of the Notice of Right to Lien may still be able to file a construction lien, but will not be entitled to attorney fees.
- **When you pay your contractor, write checks made jointly payable to the contractor, subcontractors, materials, equipment, or services providers.** The checks name both the contractor and the subcontractor, materials or equipment provider. The checks can only be cashed if **both** the contractor and the subcontractor, materials or equipment provider endorses it. This ensures that the subcontractor and other providers will be paid by your contractor, and can eliminate the risk of a lien on your property.
- **Should you have a dispute with your contractor,** you may be able to file a complaint with the CCB and be reimbursed in whole or in part from the contractor's bond. For more details about help available through the agency, write to the CCB at PO Box 14140, Salem, OR 97309-5052 or call 503-378-4621.
- **Consult an attorney.** If you do not have an attorney, consider contacting the Oregon State Bar Referral Service at 503-684-3763 or 1-800-452-7636.

Signing this Information Notice verifies only that you have received it. Your signature does not give your contractor or those who provide material, labor, equipment, or services, any additional rights to place a lien on your property.

Job Site Address: 299 Highway 203, Union, OR 97883

CONTRACTOR: CCB# 162732

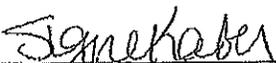
PROPERTY OWNER:

All Air HVAC Service

Print Name (as it appears on contract)

City of Union

Print Name (as it appears on contract)

  
Signature

July 21, 2025  
Date

   
Signature Date



# Memorandum

**Subject:** College Street Bridge  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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## **BACKGROUND INFORMATION:**

The Department of Transportation is working on the Right-Of-Way Services Agreement. This is a placeholder in the event that it is ready for review by Monday.



# MINUTES

## City Council Meeting

7:00 PM - Monday, July 14, 2025

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

The City Council of the City of Union was called to order on July 14th, 2025, at 7:02PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

**PRESENT:** Susan Hawkins, Donald George, John Black, Trisha Seale, Anita Boyer-Davis, Kori Cox and Dick Middleton

**ABSENT WITH  
CONSENT:**

**ABSENT  
WITHOUT  
CONSENT:**

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

a) Sheriff's Monthly Report

Deputy Butcher provided an oral report noting 192.5 hours worked during the month of June, 3 traffic citations, 5 warnings, 21 calls for service and 39 field interviews. There was a discussion about what deputy Butchers duties are in town and noted his presence in town as positive. There was a question of police presence not being noticed on July 4th but deputy Butcher clarified that there was presence on that day and the written report noted 5.50 hours in town that day.

### 3. OLD BUSINESS:

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

a) Historic Preservation Commission Procedural Ordinance

The need for the change to the Ordinance 526 was discussed including the

removal of "non-voting" under section 5(B)(1). Councilor George suggested a change to require a unanimous votes when there are only three members of the commission present in order to prevent exploitation. Mayor Hawkins asked that council vote on the Ordinance presented and if it did not pass, then additional edits could be made and that if it did pass, edits could be made in the future as well but that as written, it allows the Historic Preservation Commission to continue to do business with the three current members. Mayor Hawkins called for a vote on Ordinance 571 which amends Ordinance 526 removing the "non-voting member" from Section 5(B)(1) and adding "The chair shall not vote except in case of a tie vote of the members of the Commission present at a meeting or in order to meet quorum." to the end of Section 5(D). Vote passed 4 to 2. Mayor Hawkins suggested future discussion to clarify the chair's voting rights and the quorum requirements at a future meeting.

- b) Deer in City Limits - Prohibition on Feeding Deer and Resolution declaring a nuisance

Council discussed Ordinance 572 which repeals City Code 131.104 (Ordinance 533) and Mayor Hawkins read through the proposed Ordinance twice. Mayor Hawkins called for a vote on Ordinance 572. Vote passed unanimously.

Council discussed Resolution 2025-07 which declares the deer population within the city limits as a public nuisance. Councilor Black read through the Resolution 2025-07. Mayor Hawkins called for a vote on the Resolution. Vote passed unanimously.

Council discussed Ordinance 573 which enacts a new prohibition of feeding deer, raccoon, wild turkeys, and potentially habituated wildlife within the city limits of Union. Mayor Hawkins read through the proposed Ordinance twice and three typos (misspelled words) were noted and corrected. There was a discussion on the definition of negligent and that the definition is well defined in court. Mayor Hawkins called for the vote. Vote passed unanimously.

Administrator Tate will send the Ordinances 572 and 573 and Resolution 2025-07 to ODFW and ask to begin the process to obtain permits to address the public nuisance deer population in town.

#### **4. NEW BUSINESS:**

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

- a) Financial Audit FY 2024-2025

Administrator Tate reviewed the Fiscal Year 2024-2025 Audit Engagement Letter with council that includes a 4% increase over the prior year. There was a discussion on the 4% and whether that is customary. Administrator Tate said some firms attach the increase to the CPI, some go with a minimum amount or CPI whichever is more. Councilor Boyer-Davis made a motion to approve the Audit Engagement Letter for the Fiscal Year 2024-25 audit in the amount of

\$18,200 that includes a 4% increase over the prior year. Councilor Middleton seconded the motion. Motion passed unanimously.

b) Roofing on City Hall

There was a discussion on the roof replacement that is needed on city hall. One portion of city hall, over the council chambers was completed in the 2021 and the other portion over the rest of city hall is needed. The bid is a sole-source exclusion as the only authorized Duro-Last contractor in the area. The bid for the Duro-Last roof installed in 2022 was secured through the national TIPS system to meet Oregon State procurement standards. The bid was reviewed and Councilor George made a motion to approve the bid submitted for the city hall roof replacement from Palmer Roofing in the amount of \$43,381. Councilor Boyer-Davis seconded the motion. Motion passed unanimously.

c) Electricity Franchise

Administrator Tate reviewed the current Ordinance 549 that is in place for the electricity franchise. Tate said that it is pretty standard and includes provisions for damages and street repairs. The range for electricity franchise fees in the state range between 3.5% to 7% with the current agreement at 5%. Administrator Tate recommends to keep the percentage at 5%. Administrator Tate asked for any feedback to be submitted to her for inclusion into the next agreement to be brought to the next council meeting.

d) Historic Preservation Commission

The application from Suzanne Nekraszewicz was reviewed and Mayor Hawkins appointed her to the Commission. Council asked that in the future that applicants attend a council meeting so that council members can meet the individuals. Administrator Tate will ask Suzanne to come to a future meeting.

**5. CONSENT AGENDA:**

Councilor George had a correction to the June 9th City Council meeting minutes under 2(b) changing the work "again" to "against". He also had a question on the trailers that were cited in the last court hearing and whether they had been removed yet and the answer was not yet. There was a discussion on abating properties and recouping the money. He also had a question on the generator servicing that was in the Council Approval Report and Administrator Tate said that the generator was purchased with the CDBG grant and that the city must use the company for a time period for generator maintenance. After the contract ends the city could look into other places for that servicing. Councilor Boyer-Davis made a motion to accept the consent agenda with a correction on the June 9th City Council meeting minutes under 2(b) changing the work "again" to "against". Councilor Seale seconded the motion. The motion passed unanimously.

**5.1. BUSINESS/SPECIAL MEETING MINUTES**

5.1.1. June 9th, 2025 Council Special Meeting/Executive Session

- 5.1.2. June 9th, 2025 City Council Meeting
- 5.1.3. June 23rd, 2025 Council Special Meeting/Executive Session

**5.2. WORK SESSION MINUTES**

- 5.2.1. June 9th, 2025 Work Session
- 5.2.2. June 23rd, 2025 Work Session

**5.3. INFORMATION REPORTS**

- 5.3.1. Ordinance Enforcement Monthly Report
- 5.3.2. Animal Officer Monthly Report
- 5.3.3. Library Monthly Report
- 5.3.4. Office Manager Report

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

a) Charter Committee

Councilor Boyer-Davis reported out that the committee has completed their review to be sent to the attorney for review in bits and pieces for future council consideration.

b) Water Sewer Committee

Councilor George reported that two meetings had been held and the committee met with Paul and Heather and discussed the alleged 4th street sewer line leaky pipe situation. The committee recommends that no more time and attention be devoted to that issue unless the engineers can pinpoint exactly where the issue is. They are confident has completed their due diligence and the city should move on. The committee recommends that a load a gravel be applied to the road in front of the Scott's where the city land applies treated waste from the WWTP to improve the dust issue when the city drives out to their property to land apply if the landowner approves. The landowner allows the city to land apply at no cost and is a benefit to the city. The committee recommends the issue regarding the transducer not working at the well #2 be remedied as soon as possible. The transducer was part of the CDBG grant and has been paid for but is not working. The committee also discussed an unrelated topic in that of streets and dust abatement. There was a discussion on the 33% reimbursement that the city offers and Paul Philips asked whether the council would entertain increasing the percentage to 50% to increase resident participation. Councilor George told Paul he would pass that on to the Streets committee. Mayor Hawkins mentioned at the council meeting during Councilor George's report out that resident participation is good and that all funds allocated to dust abatement are used every year. Administrator Tate said that if the percentage is increased, the council should consider increasing the amount allocated as increasing the percentage without increasing the total amount allocated would mean that less residents are able to be assisted.

There was a discussion on beet juice and other options that there may be on dust abatement. Councilor George suggested that the streets committee discuss it in the future. The committee also reviewed the WWTP Master Plan and the Water Master Plan. The WWTP Master Plan doesn't need a new one until 2035 as it was completed in 2015 and is a 20 year plan. The long-term plan of lagoons and other options should be reviewed to get out of Catherine Creek. This review could begin early 2026. The Water Master Plan is also a 20 year plan and was completed in 2010. The city should obtain some professional input on when the city should start the process of working on a new master plan in order to have it in place by 2030.

c) Zoning Committee

Councilor Seale and Cox are still working on simplifying the zoning that is in place but they have not met.

d) Streets Committee

Councilor Black said they have not been able to meet in the last month.

e) Historic Commission

Administrator Tate said that there will be a meeting in the month of July with the appointment of the new member Suzanne.

f) Planning Commission

A work session and a commission meeting were held on conditional use permits to occupy a Recreational Vehicle outside a trailer park and the application was approved for 12 months and also on street vacates which the commission did not approve for recommendation to council to vacate. However the street vacate application subsequently was voided as the surveyor discovered that the alley was not ever legally created and the fact that the alley appears on some current assessment maps in an error. The next planning commission work session and meeting will be held on a conditional use permit to operate a business in a residential zone. The planning commission also has one vacancy with Marlin Good stepping down. The planning commission would also like to look into updating the flood map with FEMA in the future. The City of LaGrande has been in that process for the last four years and it has cost over \$200,000 so the City of Union will need to look into grants in the future in order to fund such a project.

g) Library Board

Board met May 23rd. Adopted a new policy that was required by the state. They have not heard back on wood floors replacement yet. Several grants that have received by the library. The school has not finished the shelving yet that was to be funded by a grant.

h) Trails Workgroup

No update

i) Buffalo Flats Project

The USWCD has submitted the 100% design packet has been received. The packet is available on the USWCD website. Administrator Tate is finishing the floodplain development permit application to send to UCSWD to complete. Administrator Tate will give council a copy of the permit when she has completed it. There was a discussion on changes to a floodplain map and the need for FEMA review and approval.

j) Main Street Union

They are working on a new website. Councilor Seale mentioned the even that was happening on the 15th at 7pm at the museum and invited all to attend. The groups is also working on Grassroots events planning.

k) Fire/EMS Board

Councilor Seale said that it is a well run group and they are going through equipment and they are working on organizing things with the recent annexation process completion.

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

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

**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:**

- a) July 15th, 2025 - Union Rural Fire Protection District Board Meeting @ 7PM at 570 E Beakman Street
- b) July 16th, 2025 - Charter Committee @ 10AM

This meeting was cancelled.

- c) July 16th, 2025 - Planning Commission Work Session @ 6PM
- d) July 16th, 2025 - Planning Commission Meeting @ 7PM

- e) July 23rd, 2025 - Historic Commission @6PM
- f) July 26th, 2025 - Zoning Committee @ 9AM
- g) July 26th, 2025 - Streets Committee @ 10AM
- h) July 28th, 2025 - Council Work Session @ 6PM
- i) August 6th, 2025 - Charter Committee @ 10AM

This meeting was cancelled.

- j) August 11th, 2025 - Council Work Session @ 6PM
- k) August 11th, 2025 - Council Business Meeting @ 7PM

**10. ADJOURNMENT:**

This meeting was adjourned at 8:37 PM

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Mayor

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City Administrator



# MINUTES

## Council Work Session Meeting

6:00 PM - Monday, July 14, 2025

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

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

**Mayor:**

Hawkins

**Councilors:**

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

The City Council of the City of Union was called to order on July 14, 2025 at 6:01 PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

**PRESENT:** Susan Hawkins, Donald George, John Black, Trisha Seale, Anita Boyer-Davis, Kori Cox and Dick Middleton

**ABSENT WITH CONSENT:**

**ABSENT WITHOUT CONSENT:**

### 2. PRESENTATIONS:

### 3. UPCOMING BUSINESS DISCUSSIONS:

#### a) Deer In City Limits

Councilor Seale wrote a proposed letter that she wrote to Oregon legislatures. Councilor Seale read the letter. Council discussed the letter including the state's responsibility in managing wildlife populations for public health and safety, and the issues with deer attacks, health risks and the financial burden on the city. The letter also requested assistance in advocating for state funding or resources to help address the deer issue effectively and humanely. Concern for the unhealthy and aggressive deer population with the city was discussed along with the state rules surrounding urban deer population control. Administrator Tate clarified the responsibilities of the city and ODFW regarding deer removal and health testing. There was a discussion on the feasibility of using local hunters and the need for a charitable organization to handle the deer meat. Administrator Tate explained the legal requirements for donating deer meat to a food bank or charitable organization. There was concern about

the food bank's ability to process deer meat the the potential costs involved. As part of addressing the deer in city limits, ODFW requires an Ordinance prohibiting feeding wildlife. Administrator Tate explains the process of repealing the old Ordinance prohibiting feeding wildlife and enacting a new one per ODFW recommendation. There was a discussion regarding the definition of "enclosure" and its application to feeding livestock. Administrator Tate clarifies that the ordinance applies to livestock kept in an enclosure such as a barn or fenced area.

b) Electricity Franchise

Administrator Tate introduced the topic of the electricity franchise agreement, noting its approval in 2015 and its expiration in August 2025. There was a discussion on the franchise fee percentage of 5% and its impact on the city's budget. Councilor Middleton suggested eliminating the franchise fee in exchange for free street lights, but Administrator Tate explained the financial implications. Administrator Tate asked for feedback on the electricity franchise agreement before the August meeting. There was a discussion on the process of passing an ordinance in one meeting with a unanimous vote.

**4. COMMITTEE DISCUSSIONS:**

**5. ORDINANCE/CHARTER REVIEW:**

**6. OTHER:**

**7. ADJOURNMENT:**

This meeting adjourned at 6:32 PM

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Mayor

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City Administrator



# MINUTES

## Council Work Session Meeting

6:00 PM - Monday, July 28, 2025

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

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

**Mayor:**

Hawkins

**Councilors:**

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

The City Council of the City of Union was called to order on July 28th, 2025, at 6:00PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

**PRESENT:** Susan Hawkins, Donald George, John Black, Trisha Seale, Anita Boyer-Davis, Kori Cox and Dick Middleton

**ABSENT WITH CONSENT:**

**ABSENT WITHOUT CONSENT:**

### 2. PRESENTATIONS:

### 3. UPCOMING BUSINESS DISCUSSIONS:

a) Defensible Space

Mayor Hawkins and council discussed the topic of defensible space, mentioning a grant for rural fire departments and its applicability to urban areas. Councilor George explained the defensible space project, its benefits, and how it can be utilized in town. Mayor Hawkins and other councilors discuss the informative nature of the defensible space guide, including tips on tree trimming, deck maintenance, and fencing. Councilor George said that the guide is also available on the Oregon Defensible Space website. Councilor George also mentioned a recent fire department campaign on defensible space and burn bans. Mayor Hawkins suggests considering the defensible space guide for potential additions to city ordinances.

b) Fire Hazards, Public Nuisances, Abandoned Properties

Mayor Hawkins and council reviewed the ordinances related to fire hazards and public nuisances, specifically chapters 92, 95, 97, 98, 99, and 131. There was a comment in regards to an ordinance for trees overhanging into the right of way of which the only Ordinance is related to trees on a corner in order for traffic to be able to see. Mayor Hawkins expresses concern about the comprehensive nature of the ordinances and their connection to recent fires. The need for stricter enforcement of ordinances to prevent future fires and suggested that existing ordinances needing to be enforced more strictly was discussed.. Mayor Hawkins proposed the idea of a comprehensive public nuisance ordinance that covers multiple violations on one property. Council discussed the legal and financial implications of declaring a public nuisance and abating properties. Council emphasized the need for stronger enforcement measures, including the possibility of jail time for repeat offenders to which Administrator Tate said jail time would be for a criminal offense of which these Ordinances would not be. Mayor Hawkins suggested clarifying terms like "filthy" and "unsanitary" in ordinances to avoid subjectivity. The practicality of certain regulations, such as the storage of trailers with propane bottles was discussed. Mayor Hawkins encourages councilors to review and suggest amendments to the ordinances, emphasizing the importance of comprehensive enforcement. There was a suggestion on organizing neighborhood clean-up efforts with volunteers to address problem properties. Mayor Hawkins mentions past successes with volunteer groups assisting in clean-up efforts. It was noted that that there need to be prior planning and coordination with homeowners for such efforts. The logistics and challenges of implementing volunteer clean-up initiatives was discussed. Mayor Hawkins reiterated the importance of enforcing existing ordinances and considering additional measures to prevent future fires. Council emphasized the need for a comprehensive approach to addressing public nuisances and fire hazards.

**4. COMMITTEE DISCUSSIONS:**

**5. ORDINANCE/CHARTER REVIEW:**

**6. OTHER:**

**7. ADJOURNMENT:**

This meeting adjourned at 6:52PM

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Mayor

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City Administrator





# Memorandum

**Subject:** Ordinance Enforcement Monthly Report  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Shawna Opie, Ordinance Officer

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**ATTACHED:**  
[Ordinance Officer Monthly Report July 2025](#)

July 2025

TO: Celeste Tate, City Administrator  
Susan Hawkins, Mayor  
Council

FROM: Shawna Opie, Code Enforcement

Main Focus: Handling Citizen Complaints  
Right of Way Issues  
Enforcing City Ordinances

**Complaints:**

- 1-Camper in Right of Way; Drove by and checked it out: trailer not in ROW
- 1-To many dogs; forward to the Sheriff office to check for me; only two dogs live at property
- 1-Dogs Continues Barking; gave citizen a barking log to keep track so that we can do something about the barking.
- 1-Noxious Weed; Sent letter to the property owner; Weeds were taken care of
- 1-Fire danger: 877 W Arch: citation sent to Owner

**Court:**

- 1-Weeds & Tall grass; Citation sent out; was taken care of before court so citation dismissed
- 2-Trash in vehicle or trailer; citation sent for both; did not show up to court; after court letters sent to occupants.
- 1-Vehicle Storage; Citation sent; no show for court; after court letter sent out
- 1-Tall Grass & Weeds; Citation sent; no show for court; after court letter sent
- 3-Trailer Living; Citations sent; no show for court; after court letter sent

**Letters:**

- 2-Trailer living; both came in and got permits
- 2-Trim Trees to see around stop sign; both were taken care of
- 3-Thistles on property; all were taken care of
- 6-Tall Grass & Weeds; all were taken care of
- 1-Trailer falling apart; trailer removed
- 1-No House numbers; numbers installed
- 1-Trailer Living (planning had passed); occupant has passed away; let owner now that a permit now had to be obtained and or go in front of planning again; owner followed up



## Memorandum

**Subject:** Animal Officer Monthly Report  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Celeste Tate, Administrator

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**ATTACHED:**

[Animal Officer Monthly Report July 2025](#)

[Animal Officer Yearly Hours 2025](#)

## ***Union Animal Enforcement Hours—July 2025***

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

**HOURS: 3.5**

**Calls for Service: 3**

**Dog at large: 2**

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

**Dog Bites: 0**

**Barking Dog: 1**

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

**Animal Abuse/Neglect: 1**

**Other: See below\***

**Activities Included:**

General patrol including previously reported problem areas  
Follow up done as needed throughout the month  
Responded for a report of Dogs at large, Attempted to locate  
Report of a resident having more than 3 dogs, no dogs observed at residence  
Took a report of Neglect, investigated and determined to be unfounded  
Follow up on a kennel license  
Follow up for dogs at large, owner issued a citation

2025	Jan	Feb	Mar	April	May	Jun	July	Aug	Sep	Oct	Nov	Dec
1						1						
2												
3				1								
4			1.75	2.75								
5		1	0.5									
6												
7												
8				1								
9												
10												
11												
12												
13												
14	1	1			1							
15				3								
16	0.5			2								
17												
18		2	1									
19												
20		1	1.25									
21	0.5		1									
22				3								
23	1				2	1.5						
24												
25						1						
26												
27												
28	1.75		2									
29												
30	1.25											
31	2											
<b>TOTAL</b>	8	5	7.5	12.75	3	3.5						



# Memorandum

**Subject:** Library Monthly Report  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Tiffany Derichsweiler, Library Lead

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**ATTACHED:**  
[Library Monthly Report July 2025](#)

## July Monthly Report 2025

	Statistics	
	This Year	Last Year
Patron Count	1053	1194
Circulation Count:	1298	1274
Adult	623	633
Children	675	641
Audios	62	101
Videos	250	206
Music CD's	7	0
Materials Added	50	98
Reference Questions	69	11
Programs for Patrons	25	33
Participants	334	440
Computer Usage	1636434	1507895
New Patrons	3	10
ILL Requests		354
Notary	13	2

## Events and Additions:

Held booth 4th of July; facepainting

Attended museum's 2nd Tuesday event; made corn dolls

The SAGE system had days of outages due to AI bot scraping. This was addressed by SAGE IT.

Weeded adult fic, juvenile non-fic, paperbacks

See 2nd tab for breakdown of events

iRead grant submitted for 2026 summer reading program

SRP July 2025	Attendance	SRP July 2024	Attendance
Finger Paint	28	Fairy Houses	20
Taco Cat Goat Cheese Pizza	8	Calligraphy Pens	7
Tug of War	9	Nature Bracelets	11
Loom Bead 2	9	Upcycled Greenhouses	5
Escape Room	5	Youth Book Club	0
Hide & seek	14	Bugs in Nature	18
Minecraft Chess Set	9	OSU Food Hero	11
Dog Party	18	Paper Making	8
Origami	11	Sand Dough	14
Drawstring bags	4	Ocean Slime	28
Angry Birds Can throw	3	Journey Under the Sea	31
Pugil Sticks	7	Tic Tac Toe	12
Catherine Creek Hides	16	Youth Book Club	8
Paper Plane Flight School	8	Tube Animals	6
Settlers of Catan	0	OSU Food Hero	4
Cosplay Horns 1	3	Book Binding	8
Color by Number	5	Nail Salon	18
Book Character Costume Contest	7	Drawstring Bags	11
Oregon Trail Interpretive Center	21	Savage Serpents	43
String Games	9	Youth Book Club	3
Clay Dominos	3	Pounded Flower Prints	22
Paper Plane Flight School	14	OSU Food Hero	10
Parachute	18	Flower Press	8
Trap Shoot	22	Beading	17
		Jiu Jitsu	18
		Creek Monitoring	17
		Parachute	31
		Youth Book Club	5
		Underwaterscope	13
		Escape Room	6
		Cardboard Castle	4
		Marble Run	10
		Cupcake Walk	13

SRP July 2023	Attendance	SRP July 2022	Attendance
Dino Wash	16	Safari Silhouettes	9
Lewis & Clark traveling trunk	16	Handprint painting	10
Tiny gardeners	6	Paper beads	39
seed balls	12	Feather Earrings	10
Tai Chi	5	Yoga/lacing cards	22
Robotics show	47	Savage Serpents	78
Play kitchen	13	Yoga/mosaic masks	26
Tea blending	7	Food Hero 1	12
kids yoga & movement	0	Bird Houses	74
Finding bugs in nature	22	Food Hero 2	8
Adult yoga	3	Food Hero 3	22
leaf cutting tray	5	Animal Track Bingo	18
solar prints	7	Food Hero 4	15
tai chi	5	Guided Hike	16
watershed exploration	11	Aboriginal Art	5
Edible finger paint	19	Geodes	52
Guided ARTitation	5	Sand Art	40
kids yoga & movement	0	Cave Art	23
Nature Journal	12		
character puppets	14		
Oregon Trail Interpretive Center	15		
Geodes	48		
Oregon Rocks	19		
Tai Chi	5		
Movie	63		
Chiqui chef	21		
Floral Candles	7		
Go STEM	24		
Ice painting	22		
Go STEM	26		
Tai Chi	5		
Avella Orchard tour	3		
Superhero Design	14		

# 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 appropriate for any age group or multiple age groups

**Meeting Room Usage.** Number of all other meetings or events held at library facilities that were not sponsored or co-sponsored by the library. Please include scheduled meetings which occur in any area of the library (your library need not have a room specifically for meetings). Please include study room use (even if used by single individuals), and other scenarios where library space is used for community meetings, which you are able to easily track (scheduled tutoring sessions, etc.).

**self-directed activities** Please report the number of self-directed activities your library created throughout the year. Self-directed activities are program-like activities the library produces that do not necessitate direct staff interaction with patrons in real time. Report activities aimed at any age group. Activities can be onsite at the library, or elsewhere in the community. These may include, but are not limited to: • Take-&-make kits • Passive programs • White board, magnetic poetry, and/or sticky-note prompts (for example, Question of the Week) • Guessing jars • Crafting corners • Games and puzzles • Scavenger hunts



# Memorandum

**Subject:** Public Works Monthly Report  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Paul Phillips, Public Works Lead

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**ATTACHED:**

[Public Works Monthly Report July 2025](#)

## JULY 2025 PUBLIC WORKS COUNCIL REPORT

**WATER:** The public works installed a new gas chlorine cylinder at well #3. Monthly meter readings were completed and all old dying meter registers were noted. All old meter registers that have no signal have been replaced. This process will cut down on hours spent while reading meters. Lead and Copper samples are required every third year and 2025 was the year. We created letters and instructions for 10 residents across town for sampling protocols. All samples were collected following morning. Public works had a follow up meeting with Anderson & Perry regarding well #2 transducer and new shop at well #2 site.

**Sewer:** Public Works department assisted in cleaning drying beds 1-3. The breezeway between the shop and screen room at WWTP has no metal on it, we have ordered that this month. Hampton paving cracked sealed all hard surfaces at WWTP.

**Streets:** Fulton crack sealing project was completed with no issues and is satisfactory. Public works have completely re-done the signage room at the shop. Also, public works created multiple full sets of detour signs and road barricades for city events/emergencies. All signs across all shops have been inventoried and put away.

**Park:** Parks department ordered and installed 2 new picnic tables near gazebo. Parks has installed new conduit from gazebo to W. side of library for new camera systems.

**Ranger station:** Public works department has demolished back patio on current Air BnB project. Also, the fireplace insert was removed and properly disposed of by public works staff. True Construction has completed all window installations and interior wall framing. Public works staff have contacted and met with all trades regarding Air BnB remodel. Public works staff are currently evaluating all submitted proposals and will have them ready at 8/11/25 council meeting.

Paul Phillips Public Works Lead  
City of Union August 4<sup>th</sup> 2025



# Memorandum

**Subject:** July 2025 Council Report  
**Meeting:** City Council - Aug 11 2025  
**Prepared For:** Mayor and Members of Council  
**Staff Contact:** Heather Daggett, Wastewater

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**ATTACHED:**  
[Wastewater Report July 2025](#)

## Wastewater Report July 2025

**Drying Beds & Sludge removal** – Currently 2 of 4 drying beds are occupied with treatment plant product. Drying Beds 2 & 4 has Digester sludge from the secondary digester.

- Deodorize drying beds

### **Maintenance Treatment facility**

Monthly Maintenance @ Treatment Facility

- DEQ Site visit to the Wastewater Treatment Facility and Golf Course Pond
- Washdowns
- Laboratory Equipment
- Chemical Chlorine pump maintenance
- Blower Services and Maintenance (Oil change and replace air filter)
- RBC Maintenance
- SBC: Grease

**Effluent** - Effluent discharge to Buffalo Peaks Golf Course with a daily average of 130,000 – 160,000 gallons daily. Continuing as needed, pumping excess ground water to the golf course to help keep up with the golf courses' water usage.

### **Laboratory –**

Lab supplies order and quality checks on all laboratory chemicals and supplies.

Daily, Weekly, Monthly, and Quarterly laboratory testing to meet DEQ requirements, and facility process checks. Internally processing or outsourcing sample requirements for discharge to Buffalo Peak Golf Course

### **Other**

- Oxarc chemical Rep came out and we discussed better ways to chlorinate and utilize the system without having the danger of mixing chemicals every week
- Drop enzyme and odor block into influent channel to see if it helps with foaming and odors
- Drying Bed Cleaning
- Metal order and supplies to finish Influent screen building
- Clean up around facility ( pallets left over wood etc)
- Cleaning and trash pick up at the Recycle location
- Asphalt Crack sealing
- Digester Hi levels and Foaming
- Recycled water permit renewal continued with Anderson Perry & DEQ

### **Golf Course Pond –**

- New DEQ required bilingual signage around the effluent pond.  
Daily checks, recording usage, flows etc. and monitoring Pond Levels