



City of Union

Agenda

City Council Meeting

Monday, September 8, 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=VW50QUVhV2dwUzF6eW5nYTZGcmVjZz09>

Meeting ID: 931 592 1644

Passcode: 760310

Dial by your location

• +1 253 215 8782 US (Tacoma)

	Page
1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:	
Mayor:	Hawkins
Councilors:	Cox, Middleton, Seale, Black, George and Boyer-Davis
2. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:	
2.1. Sheriff's Monthly Report	5 - 8
August 2025 - Pdf	
3. OLD BUSINESS:	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
3.1. Electricity Franchise	9 - 36
Ordinance 549 (expiring) and 574 (new proposed) - Pdf	
3.2. Historic Preservation Commission Apointment	
4. NEW BUSINESS:	
Public comment is welcome on each subject addressed under the public comment rules stated below.	
4.1. Union City Code 10.99 Penalties - ORD 498, 510 and 538	37 - 86
Ordinance Amendment	
Ordinance 575 UCC Chapter 98	
Ordinance 575 Exhibit A Chapter 98 (PS tracked changes)	
Ordinance 575 Exhibit A Chapter 98 Clean Copy	
Ordinance 576 UCC Chapter 99	
Ordinance 576 Exhibit A Chapter 99 (PS Tracked changes)	
Ordinance 576 Exhibit A Chapter 99 Clean Copy	
Ordinance 577 UCC Chapter 10 SS 99	
Ordinance 577 Exhibit A Chapter 10 SS 99 (PS Tracked Changes)	
Ordinance 577 Exhibit A Chapter 10 SS 99 Clean Copy	

4.2.	College Street Bridge	87 - 137
	ODOT Agreements and updated contracts - Pdf	
4.3.	Code Enforcement Assistance Contracted Services with the City of Elgin	
4.4.	City of Union Fee Schedule Review and Fee revisions	
5.	CONSENT AGENDA:	
5.1.	Business/Special Meeting Minutes	
	• August 11th, 2025 City Council Meeting	138 - 143
	City Council - Aug 11 2025 - Minutes - Pdf	
	• August 25th, 2025 Council Special Meeting/Executive Session	144 - 145
	Council Special Meeting/Executive Session - Aug 25 2025 - Minutes - Pdf	
5.2.	Work Session Minutes	
	• August 11th, 2025 Work Session	146 - 147
	Council Work Session - Aug 11 2025 - Minutes - Pdf	
	• August 25th, 2025 Work Session	148 - 149
	Council Work Session - Aug 25 2025 - Minutes - Pdf	
5.3.	Information Reports	
	• Animal Officer Monthly Report	150 - 151
	August 2025 - Pdf	
	• Library Monthly Report	152 - 162
	August 2025 - Pdf	
	• Office Manager Report	163 - 180
	August 2025 - Pdf	
6.	CITY COUNCIL WORKING COMMITTEE UPDATES:	
6.1.	Charter Committee	
6.2.	Water Sewer Committee	
6.3.	Zoning Committee	
6.4.	Ordinance Committee	
6.5.	Streets Committee	
6.6.	Historic Preservation Commission	
6.7.	Planning Commission	
6.8.	Library Board	
6.9.	Trails Workgroup	
6.10.	Buffalo Flats Project	
6.11.	Main Street Union	

6.12. Fire/EMS Board

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

7.1. Public Works Monthly Report 181 - 182
[August 2025 - Pdf](#)

7.2. Wastewater Monthly Report 183 - 184
[August 2025 - Pdf](#)

7.3. City Administrator Monthly Report
August 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. September 10th, 2025 Main Street Union Meeting @ 6PM at 156 S Main Street

9.2. September 16th, 2025 - Union Rural Fire Protection District Board Meeting @ 7PM at 570 E Beakman Street

9.3. September 17th, 2025 - Charter Committee @ 10AM

9.4. September 17th, 2025 - Planning Work Session & Commission Meeting @ 6PM

9.5. September 22nd, 2025 - Council Work Session @ 6PM

9.6. September 24th, 2025 - Historic Preservation Commission @ 6PM

9.7. September 27th, 2025 - Zoning Committee @ 9AM

9.8. September 27th, 2025 - Streets Committee @ 10AM

9.9. October 13th, 2025 - Council Work Session @ 6PM

9.10. October 13th, 2025 - Council Business Meeting @ 7PM

9.11. October 15th, 2025 - Charter Committee @ 10AM

10. **ADJOURNMENT:**

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

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

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

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



Memorandum

Subject: Sheriff's Monthly Report
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Celeste Tate, Administrator

ATTACHED:

- [Sheriff Monthly Report August 2025](#)
- [Sheriff Deputy Hours August 2025](#)
- [Sheriffs Yearly Hours 2025](#)

Union Activities –August 2025

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

HOURS	121.04
CRIMINAL CITATIONS	0
TRAFFIC CITATIONS	1
WARNINGS	10
ARRESTS	0
CALLS FOR SERVICE	20
FI'S	7
TOWS/IMPOUNDS	0

Activities include:

Routine patrol including foot patrol, school patrol, and traffic patrol
 Extra patrol in areas requested done throughout the month
 Field interrogations and follow up done as needed throughout the month
 Traffic warnings given throughout the month
 Deputy responded for a trespass
 Report of a scam, options given
 Responded for a burg alarm, determined to be false
 Deputy responded for a suspicious person, one FI'd
 Assisted citizen with a disabled vehicle
 Report taken for a dog bite
 One person warned for Disorderly Conduct
 Call of Suspicious circumstances, determined to be a civil issue
 Responded for a disturbance, determined no crime occurred
 Report of a possible scam, options given
 Received a call of careless driving, will attempt to locate vehicle
 Responded for a verbal disturbance, no crime
 Received a noise complaint
 Report taken for fraud
 Call of harassment, deputy will follow up
 Responded for a Domestic Disturbance

DATE	Bowen	HUMP	Schaad	McKaig	Heath	Jensen	Sutten	Clark	Butcher	Herna	Hamilton	Flowers	Capers	Witty	Kelly	Jobin	Total
1														2			2.00
2							1										1.00
3																	0.00
4									10								10.00
5									5.5								5.50
6									10								10.00
7																	0.00
8																	0.00
9																	0.00
10																	0.00
11			1							1							2.00
12									10								10.00
13							1		10						1.54		12.54
14																	0.00
15							2										2.00
16							1										1.00
17																	0.00
18									10							1	11.00
19									10								10.00
20									11								11.00
21																	0.00
22														2			2.00
23																	0.00
24																	0.00
25									10								10.00
26			1						10								11.00
27									10								10.00
28																	0.00
29																	0.00
30																	0.00
31																	0.00
Pub Total	0.00	0.00	2.00	0.00	0.00	0.00	5.00	0.00	106.50	1.00	0.00	0.00	0.00	4.00	1.54	1.00	121.04
Total Hrs	121.04	August															

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	2.00				
2	0.00	0.00	10.00	4.50	2.75	0.00	0.00	1.00				
3	3.50	10.00	0.00	11.50	1.00	0.00	20.00	0.00				
4	1.00	10.00	16.00	3.50	0.00	5.50	14.00	10.00				
5	2.50	0.50	11.25	4.00	0.00	20.00	0.00	5.50				
6	10.00	1.00	10.75	6.00	0.00	28.00	1.50	10.00				
7	7.00	1.75	3.50	0.00	2.00	20.50	0.00	0.00				
8	9.50	2.75	1.25	9.50	12.00	0.00	0.00	0.00				
9	11.00	3.50	1.00	0.00	6.50	1.00	0.00	0.00				
10	0.00	9.00	0.00	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	2.00				
12	0.00	7.00	1.50	0.50	2.50	14.00	0.00	10.00				
13	0.00	8.00	4.25	0.00	9.50	10.00	0.00	12.54				
14	8.00	1.75	4.75	12.50	9.50	0.00	8.75	0.00				
15	8.00	0.00	2.25	10.00	9.50	6.00	16.50	2.00				
16	0.75	0.00	1.50	9.00	13.00	1.00	10.00	1.00				
17	0.00	8.00	9.00	3.00	3.00	10.00	0.00	0.00				
18	0.00	9.00	8.50	1.00	0.00	10.00	10.75	11.00				
19	0.00	9.00	4.00	0.00	0.00	7.00	2.00	10.00				
20	9.05	10.00	3.50	0.00	0.00	0.00	0.00	11.00				
21	9.00	1.00	0.00	0.00	0.00	0.00	10.00	0.00				
22	9.00	4.00	0.00	10.00	10.00	0.00	10.00	2.00				
23	10.00	0.00	0.00	9.00	10.00	11.50	10.00	0.00				
24	0.00	10.00	1.50	5.50	0.00	12.00	0.00	0.00				
25	3.50	9.50	2.50	0.75	0.00	10.00	3.00	10.00				
26	0.25	3.25	15.00	1.50	1.00	0.00	0.00	11.00				
27	9.00	1.75	0.00	0.00	1.00	3.00	0.00	10.00				
28	9.00	2.00	1.50	10.00	14.00	0.00	8.00	0.00				
29	8.50	0.00	0.25	10.00	15.00	0.00	10.00	0.00				
30	1.00	0.00	0.00	0.00	11.25	10.00	10.00	0.00				
31	3.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00				
Total	132.6	132.3	121.25	136.25	148.00	192.5	144.50	121.04				

Page	120	120	120	120	120	120	120	120	120	120	120	120
Over/Short	12.55	12.25	1.25	16.25	28.00	72.50	24.50	1.04	(120.00)	(120.00)	(120.00)	(120.00)



Memorandum

Subject: Electricity Franchise
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Celeste Tate, Administrator

BACKGROUND INFORMATION:

The franchise agreement with Oregon Trail Electric Cooperative has come to the end of its term as of 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 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 next one is scheduled to be completed by Fall of this year. The franchise fees for electricity across the state range from 3.5%-7% with the City of Union currently having 5%. In reviewing sample electricity franchise agreements in place within the state of Oregon, I have proposed an updated agreement with revised language and clarification in spots that were ambiguous in the prior agreement. All areas within the exiting 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. The proposed agreement has been reviewed by OTEC and the redlined agreement along with a clean copy as well as the expired 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 as updated with OTEC's comments. This ordinance would repeal the Electricity Franchise under Ordinance 549 that expired August 9th and replace it with an updated Franchise Agreement for a period of ten years.

ATTACHED:

[ORD 549 OTEC Franchise Agreement](#)

[ORD 574 City of Union Franchise OTEC Redline](#)

[ORD 574 City of Union Franchise OTEC updated clean copy](#)

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.

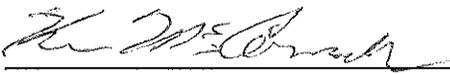
SECTION 12. Breach and Termination. Upon the Grantee's willful failure, after 30 days' notice and demand, to perform with reasonable dispatch each and every term, condition or obligation imposed upon it under or pursuant to this ordinance, the City Council may at its option and in its sole discretion,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

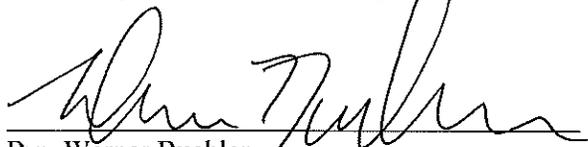
Approved: 
Mayor

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; provided, however, the term “Gross Revenues” does 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 and revenue from joint pole use.

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, subject to Oregon Law, 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. Upon request, 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, provided that Franchisee has been given an opportunity to cure.

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-thirty~~ (310) 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~~ with a goal of providing ~~provide~~ a 24-hour a day service, subject to Franchisee's tariffs, rules and power safety shut-off plans that provide for suspension of electric 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, provide notice 30 days in advance of such work to notify the City's Public Works Department 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. [This section lacks clarity and is mostly redundant of section 13.1 below.]~~

10.8 Subject to the City applying for and signing Franchisee's Joint Use Agreement and paying the fees as provided therein, 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 broadband~~, 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 not less than 30 days before commencing such work.

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; subject to Franchisee's critical infrastructure security policies concerning restrictions on providing electric mapping of electric infrastructure to third parties and specifically to governmental entities subject to public records requests.~~ 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 ~~and~~, 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, ~~or that is to accommodate 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-sixty~~ (630) 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 23rd 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

**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; . provided, however, the term “Gross Revenues” does 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 and revenue from joint pole use.

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, subject to Oregon Law, 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. 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 in performance of this Agreement. 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. Upon request, 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, provided that Franchisee has been given an opportunity to cure.

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 thirty (30) 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 with a goal of providing a 24-hour a day service, subject to Franchisee's tariffs, rules and power safety shut-off plans that provide for suspension of electric service. The Franchisee shall use best efforts to maintain continuous and uninterrupted service, which shall 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, provide notice 30 days in advance of such work to the City's Public Works Department. 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 Subject to the City applying for and signing Franchisee's Joint Use Agreement and paying the fees as provided therein, the City shall have the right to use all poles and suitable overhead structures owned by Franchisee within the Rights-of-Way 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, broadband, or similar services to the public.

10.8 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.

10.9 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 not less than 30 days before commencing such work.

10.10 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; subject to Franchisee's critical infrastructure security policies concerning restrictions on providing electric mapping of electric infrastructure to third parties and specifically to governmental entities subject to public records requests. The City shall confirm receipt of the report and request any corrections thereto to Franchisee within a reasonable time following receipt of the report.

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 and necessity, 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, or that is to accommodate 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 sixty (60) 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. 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 23rd 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

CITY OF UNION
ORDINANCE NO. 575

BEFORE THE CITY COUNCIL FOR THE CITY OF UNION, OREGON

In The Matter of Adopting Ordinance No. 575) Ordinance No. 575
Amending Union City Code Chapter 98)
Relating to Noxious Vegetation)
Within the City of Union)

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

WHEREAS, the City has the authority to propose and adopt ordinances and resolutions to protect the health and safety of the citizens of the City of Union, including reasonable and necessary prohibitions related to nuisance, and public health and safety such as noxious vegetation within the City limits;

WHEREAS, the City recognizes the need to have consistency in enforcement procedures and penalties, such as abatement of nuisance and other code violations by the City, and that the existence of inconsistent summary abatement procedures in various substantive code sections may result in confusion on the part of property owner offenders and inconsistent enforcement; and

WHEREAS, removal of provisions related to summary abatement of code violations on the part of the City from substantive code chapters, and reliance on a single method of summary abatement processes as set out in the general penalty code section will result in uniformity of process and clarity for citizens seeking information on the City's summary abatement process;

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

1. Ordinance No. 575 Amending Union City Code Chapter 98 relating to Noxious Vegetation is hereby adopted and approved, as set forth in Exhibit A, attached and incorporated by reference.
2. This Ordinance No. 575 shall take effect immediately after its adoption.

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

DRAFT

Exhibit A

CHAPTER 98: NOXIOUS VEGETATION

§ 98.01 NUISANCES PROHIBITED.

(A) Definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NOXIOUS WEED. A terrestrial, aquatic, or marine plant designated by the Oregon State Weed Board under O.R.S. 569.615 as among those representing the greatest public menace and as a top priority for action by weed control programs.

NUISANCE WEED. Any trees, plants, shrubs, grass, brush, weed, or other vegetation growing upon any property, which:

(a) Has grown and died or has dried or is in a desiccated state and has become a fire hazard and/or a menace to public health, safety, and welfare; or

(b) Are weeds or grass, except ornamental grasses, averaging more than ten inches in height.

PERSON. Any natural person, firm, partnership, association, legal entity, or corporation.

PERSON IN CHARGE OF PROPERTY, PERSON IN CHARGE OF THE SUBJECT PROPERTY, or other similar phrase. Any one or more than one occupant, lessee, contract purchaser, owner, or person having possession of, control of, occupancy at, or title to, the subject property.

(B) Responsibility. A person in charge of property shall have responsibility for all vegetation on the subject property.

(C) Nuisances. Noxious or nuisance weeds existing anywhere within the city limits are declared to be a public nuisance.

(D) Enforcing authority. The City Council shall have full authority of law to enforce the provisions of this chapter. The City Council may delegate any portion or all of this authority to its agents. Nothing herein shall limit the responsibility, authority, or powers of enforcement given under other city ordinances or other state law. The term COUNCIL as used in this chapter, shall mean the City Council or its agent.

(E) Prohibition. No person in charge of property may allow nuisances to exist on the property. It shall be the duty of a person in charge of property to remove nuisance and noxious weeds in violation of this chapter as often as needed to prevent them from becoming a fire or health hazard, or to prevent them from going to seed. A breach of

any of these stated duties shall be a violation of this chapter. Failure to abate a nuisance within the time required by this chapter shall also be a violation of this chapter.

(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015; Ord. 564, passed 11-8-2021) ~~Penalty, see § 98.99~~

~~§ 98.02 ABATEMENT OF NUISANCES.~~

~~—(A) Public hearing. The City Council may compile a list of properties in violation of this chapter as often as needed and may convene a public hearing to consider abatement of noxious vegetation as a nuisance.~~

~~—(B) Notice.~~

~~—(1) At least ten days prior to the public hearing, the City Council shall cause a notice to be forwarded by registered or certified mail, postage prepaid, to the persons in charge of the subject property, or properties as the case may be, including any person with a recorded interest in such property, at such person's last known address.~~

~~—(2) The notice to abate shall contain:~~

~~—(a) A description of the real property, by street address or otherwise, on which the nuisance exists;~~

~~—(b) A direction that the nuisance be abated, and if the nuisance consists of any of the weeds that are identified in § 98.01(A) that they must be destroyed and/or prevented from producing seed or spreading within ten days from the date of the notice, or that the owner appear before the council at the public hearing to show just cause why the nuisance should not be abated;~~

~~—(c) A description of the nuisance;~~

~~—(d) A statement that failure to abate the violation within the time provided may warrant imposition of a fine for each day of non-compliance;~~

~~—(e) A statement that unless the nuisance is abated, as directed in the notice, the city may abate the nuisance, and the cost of abatement will be charged to the persons in charge of the property and become a lien against the property;~~

~~—(f) A statement that it will be the responsibility of the person in charge of the property to notify the City Council of any chemical abatement efforts once they are completed, and that if the notification is not given and the city thereafter abates the nuisance, the person in charge of property will nonetheless be responsible for the city's costs.~~

~~—(3) Upon compliance with the above notice requirements, the person undertaking the mailing shall execute and file certificates with the City Council or its designee stating the date and place of mailing and attaching a copy of the mailing.~~

~~—(4) An error in the name and/or address of the person in charge of property, or of the persons with recorded interests, shall not make the notice void.~~

~~—(C) Resolution. At the conclusion of the public hearing, the council may pass a resolution authorizing the abatement of any identified nuisance at the cost of the person in charge of the subject property. The resolution will include the authorization for the City Council or its agent at reasonable times to enter into or upon property to investigate or cause the removal of a nuisance.~~

~~—(D) Judicial assistance.~~

~~—(1) At the election of the City Council, this chapter may be enforced by suit in a court of competent jurisdiction, including the Circuit Court of the State of Oregon for Union County. In any such legal action, the Court shall have the authority to award to the city all remedies that are provided for in this chapter including, but not limited to, directing the defendants to abate the nuisance, imposing fines against the defendants payable to the city, and granting the city the right to proceed with abatement and to charge the defendants with the cost thereof and to have such costs be a lien against the subject property. The Court shall also have the authority to allow for any other remedy available at law or in equity, including, but not limited to, injunctive relief.~~

~~—(2) In any legal action, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in Circuit Court and/or as directed by the judge presiding over the proceedings.~~

~~(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015)~~

~~§ 98.03 ASSESSMENT OF COSTS.~~

~~—(A) The City Council shall keep an accurate record of the expenses incurred by the city in physically abating the nuisance and shall include therein a charge of \$15 or 15% of those expenses, whichever is greater, for administrative overhead.~~

~~—(B) The City Council by registered or certified mail, postage prepaid, shall forward to the persons in charge of the property and any person with a recorded interest in the property a notice stating:~~

~~—(1) The total cost of abatement, including the administrative overhead;~~

~~—(2) That the cost as indicated will be assessed to and become a lien against the~~

~~property unless paid within 30 days from the date of the notice, and shall be the personal obligation of the person or persons in charge of property; and~~

~~—(3) That if the person in charge of property objects to the costs of the abatement as indicated, the person may file a notice of objection with the City Council not more than ten days from the date of the notice.~~

~~—(C) After the expiration of ten days following the date of the notice, but in the regular course of business, the council shall hear and determine the objections to the costs assessed. Upon such determination, the amount of the costs assessed shall be the personal obligation of the person or persons in charge of the subject property.~~

~~—(D) If the costs of the abatement are not paid within 30 days from the date of the notice, an assessment of the costs, as stated or as determined by the council, shall be made by resolution and shall thereupon be entered in the docket of city liens. Upon the entry being made, it shall constitute a lien upon the property from which the nuisance was removed or abated.~~

~~—(E) The lien and personal obligation to pay shall bear interest at the rate of 9% per annum. The interest shall begin to run from the date the City Council determines by resolution the amount of the assessment. The City Council may foreclose the lien in accordance with O.R.S. 223.505 through 223.650, and in accordance with any other legal procedures available at law or in equity.~~

~~—(F) Neither an error in the name of the person in charge of property nor a failure of such person to receive the notice of the proposed assessment render the assessment void; but it shall remain a valid personal obligation and lien against the property.~~

~~(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015)~~

~~§ 98.04~~§99.02 -LIABILITY.

(A) Any person in charge of property containing vegetation in violation of this chapter shall be liable to any person who is injured or otherwise suffers damage by reason of such vegetation or the by reason of a failure to abate or removed the same.

(B) Neither the city, or any of its officers, agents, employees, or city council members, shall be liable to any person who is injured or otherwise suffers damage by reason of vegetation existing in violation of this chapter. However, if this exemption from liability is unenforceable, and in any event, the person in charge of the subject property shall be primarily liable to the injured party and shall indemnify the city, its officers, agents, city council members, and employees, for any judgment against any of them, and shall be liable to them for any expense paid or incurred, including attorney's fees, to defend themselves or to settle the claim of any injured person.

(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015)

§ 98.03 PENALTY AND ENFORCEMENT

Violations of this chapter shall be subject to penalty and enforcement as set forth in Union City Code Section 10.99.

~~§ 98.05 JOINT AND SEVERAL RESPONSIBILITY.~~

~~—If more than one person is a person responsible or liable under any provision of this chapter, they shall be jointly and severally liable.~~

(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015)

~~§ 98.99 PENALTY.~~

~~—(A) A person violating a provision of this chapter or an order issued under authority of this chapter shall, upon conviction, be guilty of a violation punishable by a fine set by the Union City Council by resolution. Such a person shall also be subject to any civil remedies available to the city as set forth in this chapter or as otherwise provided for by law.~~

~~—(B) Each day's violation of a provision of this chapter or of an order issued under authority of this chapter constitutes a separate violation. The abatement of a nuisance is not a penalty for violating this chapter, but instead is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance; however, abatement of a nuisance within ten days of the date of notice to abate, or if a protest or appeal has been filed pursuant to the terms of this chapter, the abatement within ten days of the disposition of the protest or appeal if a nuisance is found to exist, will excuse the person responsible from the imposition of any fine.~~

~~—(C) The City Council may, in its discretion, suspend, cancel, or delay the imposition of fines provided for by this chapter. Also, at the City Council's discretion, fines may be suspended or otherwise abated during the period during which the rights of review provided for herein are properly exercised; in exercising the discretion provided for in this sentence, the City Council shall consider the degree to which the review sought has been frivolous as well as other factors considered relevant in the Council's judgment.~~

~~—(D) The statement of a penalty within this chapter is not preclusive, and shall not prevent the imposition of other penalties or remedies that may be available to the city under any other ordinance, statute, regulation, law, or resolution.~~

(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015)

Exhibit A

CHAPTER 98: NOXIOUS VEGETATION

§ 98.01 NUISANCES PROHIBITED.

(A) Definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

NOXIOUS WEED. A terrestrial, aquatic, or marine plant designated by the Oregon State Weed Board under O.R.S. 569.615 as among those representing the greatest public menace and as a top priority for action by weed control programs.

NUISANCE WEED. Any trees, plants, shrubs, grass, brush, weed, or other vegetation growing upon any property, which:

(a) Has grown and died or has dried or is in a desiccated state and has become a fire hazard and/or a menace to public health, safety, and welfare; or

(b) Are weeds or grass, except ornamental grasses, averaging more than ten inches in height.

PERSON. Any natural person, firm, partnership, association, legal entity, or corporation.

PERSON IN CHARGE OF PROPERTY, PERSON IN CHARGE OF THE SUBJECT PROPERTY, or other similar phrase. Any one or more than one occupant, lessee, contract purchaser, owner, or person having possession of, control of, occupancy at, or title to, the subject property.

(B) Responsibility. A person in charge of property shall have responsibility for all vegetation on the subject property.

(C) Nuisances. Noxious or nuisance weeds existing anywhere within the city limits are declared to be a public nuisance.

(D) Enforcing authority. The City Council shall have full authority of law to enforce the provisions of this chapter. The City Council may delegate any portion or all of this authority to its agents. Nothing herein shall limit the responsibility, authority, or powers of enforcement given under other city ordinances or other state law. The term COUNCIL as used in this chapter, shall mean the City Council or its agent.

(E) Prohibition. No person in charge of property may allow nuisances to exist on the property. It shall be the duty of a person in charge of property to remove nuisance and noxious weeds in violation of this chapter as often as needed to prevent them from becoming a fire or health hazard, or to prevent them from going to seed. A breach of

any of these stated duties shall be a violation of this chapter. Failure to abate a nuisance within the time required by this chapter shall also be a violation of this chapter.

(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015; Ord. 564, passed 11-8-2021)

§99.02 LIABILITY.

(A) Any person in charge of property containing vegetation in violation of this chapter shall be liable to any person who is injured or otherwise suffers damage by reason of such vegetation or the by reason of a failure to abate or removed the same.

(B) Neither the city, or any of its officers, agents, employees, or city council members, shall be liable to any person who is injured or otherwise suffers damage by reason of vegetation existing in violation of this chapter. However, if this exemption from liability is unenforceable, and in any event, the person in charge of the subject property shall be primarily liable to the injured party and shall indemnify the city, its officers, agents, city council members, and employees, for any judgment against any of them, and shall be liable to them for any expense paid or incurred, including attorney's fees, to defend themselves or to settle the claim of any injured person.

(Ord. 544, passed 12-8-2014; Ord. 547, passed 4-13-2015)

§ 98.03 PENALTY AND ENFORCEMENT

Violations of this chapter shall be subject to penalty and enforcement as set forth in Union City Code Section 10.99.

CITY OF UNION
ORDINANCE NO. 576

BEFORE THE CITY COUNCIL FOR THE CITY OF UNION, OREGON

In The Matter of Adopting Ordinance No. 576) Ordinance No. 576
Amending Union City Code Chapter 99)
Relating to Regulating Solid and Other)
Wastes Within the City of Union)

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

WHEREAS, the City has the authority to propose and adopt ordinances and resolutions to protect the health and safety of the citizens of the City of Union, including reasonable and necessary prohibitions related to nuisance, and public health and safety such as noxious vegetation within the City limits;

WHEREAS, the City recognizes the need to have consistency in enforcement procedures and penalties, such as abatement of nuisance and other code violations by the City, and that the existence of inconsistent summary abatement procedures in various substantive code sections may result in confusion on the part of property owner offenders and inconsistent enforcement; and

WHEREAS, removal of provisions related to summary abatement of code violations on the part of the City from substantive code chapters, and reliance on a single method of summary abatement processes as set out in the general penalty code section will result in uniformity of process and clarity for citizens seeking information on the City's summary abatement process;

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

1. Ordinance No. 576 Amending Union City Code Chapter 99 relating to Regulating Solid and Other Wastes is hereby adopted and approved, as set forth in Exhibit A, attached and incorporated by reference.
2. This Ordinance No. 576 shall take effect immediately after its adoption.

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

DRAFT

Exhibit A

CHAPTER 99: REGULATING SOLID AND OTHER WASTES

§ 99.01 GENERAL PROVISIONS.

(A) Definitions. For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY OFFICIAL. Any designee of the City Council and city officer, agent, or employee, acting in the course of official duties for purposes of the enforcement of this chapter.

PERSON. Any natural person, firm, partnership, association, legal entity, or corporation.

PERSON IN CHARGE OF PROPERTY or PERSON IN CHARGE OF THE SUBJECT PROPERTY. Any one or more than one occupant, lessee, contract purchaser, owner, or person having possession of, control of, occupancy at, or title to, the subject property.

WASTE. Matter or material that is:

- (a) Hazardous to health and safety of the public;
- (b) Organic materials that can decompose, giving rise to foul smelling products, or creating a health hazard, or which are capable of attracting or providing food for potential disease carriers such as birds, rodents, flies and other vectors; and
- (c) Materials and matter accumulated on property so as to constitute a public nuisance recognized by common law.

(B) Exceptions.

(1) This chapter does not apply to materials or items that might otherwise constitute waste if such is kept and maintained in a business licensed as a junk yard or automobile wrecking yard which is operating in accordance with all applicable rules and regulations, including zoning laws, or to items or materials accumulated for recycle in a recycling business operating as such and in accordance with all applicable rules and regulations, including zoning laws. To be exempted by this paragraph, such items and materials must be enclosed by a secure fence that is no less than six feet tall and is so sight obscuring as to prevent a person from seeing into the enclosed area from other property or from a right of way or sidewalk, and such items and materials must be stored in a fashion that does not otherwise constitute a nuisance at common law.

(2) This chapter does not apply to the accumulation of firewood, nor does it apply to the accumulation of construction materials at the location of properly permitted construction work when the stored materials are exclusively for use at the site.

(Ord. 555, passed 11-9-2014)

§ 99.02 ACCUMULATION AND STOCKPILING PROHIBITED; DECLARATION OF PUBLIC NUISANCE.

(A) No person shall deposit, accumulate, store, maintain, allow to exist, or display waste on any property within the city, except as specifically permitted by this chapter or as otherwise authorized by law.

(B) No person or occupant of any land in the city shall authorize, permit or suffer violation of any provision of this chapter.

(C) Exceptions. The prohibitions of this chapter do not apply to the following:

(1) The temporary accumulation of limited quantities of waste in standard garbage or recycling collection receptacles provided for that purpose pending disposal or recycling in a legal manner, providing that the waste does not create offensive odors, unsightly conditions, or hazards to health; and

(2) The accumulation and distribution of compost, silage, or livestock manure in conjunction with normal crop or animal husbandry activities, so long as such activity is in compliance with all applicable zoning regulations, does not physically encroach upon the land of another, violates no statutes, rules, regulations, ordinances of the Department of Environmental Quality or the city, and is conducted in a reasonable manner so as to minimize any offensive odor, unsightly condition, or hazard to health.

(D) The accumulation and storage of waste is hereby found to create a condition tending to reduce the value of private property, to promote blight, deterioration and unsightliness, to invite plundering, to create fire hazards, to create a harborage for rodents and insects, and to be injurious to the health, safety and general welfare of the inhabitants of the city. Therefore, the presence of waste on private property in violation of this chapter is hereby declared to constitute a public nuisance which may be abated in accordance with provisions of this chapter.

(E) Nothing stated within this chapter shall be construed to allow the accumulation or stockpiling of any waste prohibited by any other ordinance or regulation of the city or by any land use regulations or any other applicable laws, or to declare any noncommercial accumulation or stockpiling of waste as commercial, or to override provisions of any ordinance of the city regarding home occupations, or commercial endeavors relating to the storage and accumulation of commercial products. Nothing stated in this chapter shall be construed as authorizing any activity which at common law would constitute a

public or private nuisance nor as legislatively amending or changing common law nuisance principles.

(Ord. 555, passed 11-9-2014)

§ 99.03 INVESTIGATION.

When a city official has determined that a violation of this chapter exists on property which should be abated by the person in charge of the property, the official shall:

Commented [ps1]: Clarifies that this is not related to city abatement

(A) Attempt to discover the name and address of the owner and occupant of the property, the person responsible for the accumulation or deposit of the waste, and all persons who may be in charge of the real property on which the violation exists as such persons are defined in § 99.01(A);

(B) Give written notice to the persons described in division (A) of this section by regular first class mail and registered or certified mail requiring a return receipt that there is a violation of this chapter. If the owner or occupant of the property is not found, the city official shall place a notice posted on the property where it can easily be seen;

(C) Contents of notice. The notice referred to in the preceding division shall contain:

(1) A description of the real property by street address or otherwise, on which the violation exists;

(2) A direction to abate the violation within no less than 15 days from the date of the notice;

(3) A description of the violation;

(4) A statement that unless the violation is abated, the city may enter, abate the violation, and charge the costs of abatement to the person responsible and/or impose a lien against the real property on which the violation was abated;

(5) A statement that failure to abate the violation within the time provided may warrant imposition of a fine;

(6) A statement that the alternative to compliance with the notice is to make a written request within 15 calendar days of the date of the notice for a hearing before the City Council to show why abatement should not be required or why more time for abatement may be needed. This statement shall list the required contents of the request for hearing that are set forth in § 99.05.

(7) A statement that if there is no request for a hearing before the City Council within 15 calendar days of the date of the notice, the determination as set forth in the notice shall be final with no right to further protest or otherwise appeal.

(D) Upon completion of posting and mailing, the persons posting and mailing shall execute and file certificates with the City Council stating the date and place of the mailing and posting.

(Ord. 555, passed 11-9-2014)

§ 99.04 ENTRY ON PRIVATE PROPERTY.

Upon compliance with all applicable procedures, city officials are authorized to enter onto private property at all reasonable times to examine items and materials reasonably suspected to constitute wastes in violation of this chapter and following the procedures set forth to take steps necessary to abate violations hereof.

(Ord. 555, passed 11-9-2014)

§ 99.05 ~~FORM OF REQUEST FOR HEARING.~~

~~—(A) Any person entitled to service of a notice under this chapter may within 15 calendar days of the date of the notice file a request for hearing before the City Council. The request need not be in any particular form but shall include the following:~~

~~— (1) The name of the person requesting a hearing and all other persons joining in the request;~~

~~— (2) A brief statement setting forth the legal interest of each of the persons requesting the hearing;~~

~~— (3) A brief statement in ordinary and concise language of the specific order or action protested;~~

~~— (4) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed that the protested order or action should be reversed, modified, or otherwise set aside;~~

~~— (5) The signatures of all the parties requesting a hearing and their official mailing addresses; and~~

~~— (6) A statement by declaration under penalty of perjury that all of the matters stated within the request for hearing are true.~~

~~—(B) Normally a late request for a hearing before the City Council will not be considered. However, in unusual circumstances the City Council may excuse an untimely request if the requesting party provides information excusing a lack of timely response by certifying the date of actual notice to the requesting party and accounting for all delay between the day of actual notice and the day of delivering the request for hearing to the City Council. General press of personal business shall not excuse an untimely request.~~

(Ord. 555, passed 11-9-2014)

~~§ 99.06 HEARING BEFORE CITY COUNCIL OR HEARING EXAMINER.~~

~~—(A) Following a request for a hearing, the City Council shall itself or through a hearing examiner provide a hearing for the requesting party to show cause why a violation does not exist, or why the violation should not be abated within the time provided, and to receive evidence and the testimony of the city official and other interested persons, or other witnesses, concerning the existence, location, and condition of the alleged violation.~~

~~—(1) After the hearing, the City Council may order the property a nuisance in violation of this chapter and direct that the violation be abated by the person responsible, and/or by other person or persons in charge of the property, and/or by the city in accordance with the provisions of this chapter.~~

~~—(2) If the hearing was referred to a hearing examiner by the City Council, the hearing examiner and the City Council shall proceed in the fashion provided for in § 97.09(H), relating to dangerous building.~~

~~—(B) Persons entitled to the notice specified in § 99.03(A) shall be sent copies of the order in the manner provided for in that section.~~

~~—(C) The City Council may impose conditions and take other actions considered appropriate under the circumstances to carry out the purposes of this chapter. The City Council may delay the time for abatement of the nuisance when, in the council's opinion, circumstances justify such action. The City Council shall refuse to order abatement of the violation when the property, in the opinion of the City Council, is not subject to the provisions of this chapter. The City Council shall not be bound by technical rules of evidence in conducting the hearing.~~

~~—(D) Nothing stated in this chapter shall prevent the City Council from entering into a consent agreement with the person or persons responsible, or person or persons in charge of property, that provides for the manner and means of abatement other than as provided for herein, provided that the consent agreement is in the form of a final contract enforceable in a court of law or equity and the contract specifically waives any right of the person contracting with the City Council to contest whether a violation of this chapter exists or existed or whether the condition of the subject property constitutes a nuisance.~~

(Ord. 555, passed 11-9-2014)

~~§ 99.07 ABATEMENT BY THE CITY.~~

~~—(A) The city may abate the violation, or cause the violation to be abated, when:~~

~~—(1) The terms of any consent agreement between the city and the person responsible or person in charge of property so provide, or when the terms of a consent agreement have been violated by the person or persons signing the consent agreement;~~

~~—(2) The person responsible has been mailed the notice required by § 99.03, and the violation stated within the notice has not been abated within the time provided in the notice and no hearing has been requested;~~

~~—(3) Following hearing the corrective action required by the City Council has not been completed by the date specified; or~~

~~—(4) There have been court proceedings which have become final, resulting in an order by the court directing abatement, and abatement has not been completed within the time required by the court's order.~~

~~—(B) The decision to proceed to abatement by the city shall be made by the City Council.~~

~~—(C) Summary abatement. Whenever a violation causes a condition the continued existence of which constitutes an immediate or emergent threat to the public health, safety, or welfare, or to the environment, the city may summarily and without prior notice, abate the condition. Notice of such abatement, including the reason for it, shall be given to the person or persons responsible for the violation as soon as reasonably possible. The costs of summary abatement shall be charged to the person responsible and become a lien upon the property in accordance with the provisions of this chapter applicable to costs of non-summary abatements.~~

~~—(D) When the city proceeds to abate as provided for herein it may do so using any lawful means, the city or its agents may enter upon the subject property and may remove or correct a violation which has become the proper subject of abatement. The city may also seek such judicial process as it deems necessary to effect the abatement.~~

~~—(E) Interference prohibited. No person shall obstruct, impede, or interfere with the city or its agents, or with any person retained or hired by the city to effect the abatement, or with any person who is a person in charge of the property, in performing any acts necessary to correct a violation.~~

~~—(F) The city shall maintain a record of all expenses incurred in abating a waste violation. The record shall include, but is not necessarily limited to, the costs of mailing notices, the expense of title reports, title searches, and lien searches, charges for labor and personal services, equipment rentals, the costs of contractors, materials expense, fuel costs, survey expenses, reasonable charge for use of city-owned equipment, land~~

fill fees, the costs of transportation, etc., and an additional charge of 15% for administrative overhead.

~~—(G) A notice of assessment for the costs of abatement shall be sent by certified mail with return receipt to the responsible party or parties and those entitled to receive the notice provided for in § 99.03 hereof. The notice shall contain:~~

~~—(1) The total costs of abatement, including the administrative overhead;~~

~~—(2) A statement that the costs of abatement are the personal obligation of the person in charge of the subject property and will become a lien against the property unless paid within 60 days;~~

~~—(3) A statement that if person in charge of the property objects to the cost of the abatement, he or she may file a notice of objection with the city within 15 days of the date of the notice; and~~

~~—(4) A statement that a fee for recording the costs of abatement as a lien against the property may be added to the cost of abatement.~~

~~—(H) Objections to the proposed assessment shall be heard and determined by the City Council before the proposed assessment becomes a lien against the property.~~

~~—(I) If the costs of the abatement are not paid within 60 days from the date of the notice of costs, or if an objection was timely filed, from the date of the city's determination of costs, the costs of abatement shall be filed and recorded as a lien upon the property and shall be entered into the docket of city liens. When the entry is made, it shall constitute a lien on the property from which the violation was abated.~~

(Ord. 555, passed 11-9-2014)

§ 99.08 LIEN OF ASSESSMENT.

~~—(A) Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessment shall be liens against the lots or parcels of land assessed, respectively. The lien shall continue until the assessment and all interest due and payable thereon are paid.~~

~~—(B) All such personal obligations and assessments remaining unpaid after thirty days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 9% per annum from and after said date.~~

~~—(C) The lien may be enforced, collected upon and foreclosed in accordance with the provisions of O.R.S. §§ 223.505 through 223.650 and by suit in equity or at law in circuit court.~~

(Ord. 555, passed 11-9-2014)

~~§ 99.09 JUDICIAL REVIEW AND ENFORCEMENT.~~

~~—(A) Judicial review.~~

~~—(1) Any person aggrieved by a final decision of the City Council may appeal to the Circuit Court of the State of Oregon for Union County for judicial review of the City Council's decision. The appeal shall be filed within 30 days from the effective date of the decision. The failure of any person to file a request for judicial review in accordance with the provisions of this chapter, and within the thirty days required, shall constitute a waiver of the right to judicial review, and the decision of the City Council shall then be final. There shall be no right to judicial review if the person appealing did not timely seek a hearing before the City Council, or receive from the City Council an order excusing the late request, and then thereafter pursue to conclusion the hearing and then timely seek an appeal.~~

~~—(2) On judicial review to Circuit Court, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in circuit court and/or as directed by the judge presiding over the proceedings.~~

~~—(3) Unless the violation is one subject to summary abatement, all abatement activities shall be stayed during the course of the appeal.~~

~~—(B) Judicial enforcement.~~

~~—(1) At the election of the City Council, the city may dispense with the notice and hearing procedures set forth above, and in lieu thereof enforce this chapter by a civil action initiated by the City Attorney or special counsel in any court of competent jurisdiction, including the Circuit Court of the State of Oregon for Union County. Prior to the initiation of such suit the person or persons in charge of the property shall be sent a notice which contains:~~

~~—(a) A description of the real property by street address or otherwise, on which the violation exists;~~

~~—(b) A direction to abate the violation within no less than 15 days from the date of the notice;~~

~~—(c) A description of the violation;~~

~~—(d) A statement that unless the violation is abated within the stated time or within the time of any extension granted by the city, the city will initiate legal action to enforce the terms of the city's solid waste ordinance; and~~

~~—(e) A statement that failure to abate the violation within the time provided may warrant imposition of a fine.~~

~~—(2) Upon completion of mailing, the persons doing so shall execute and maintain in the city's records certificates stating the date and place of the mailing and posting.~~

~~—(3) If an enforcement proceeding is initiated using the notice provisions of § 99.03, the City Council may at any time terminate such proceedings and direct the City Attorney or special counsel to file legal action, in which case the notice provided for in division (B)(1) of this section shall not be required. Instead the persons in charge of the subject property shall be advised by first class letter that the pending proceedings before the City Council are terminated and that the City Attorney or special counsel as the case may be has been directed to file suit to enforce this chapter.~~

~~—(4) In any legal action, the court shall have the authority to award to the city all remedies that are provided for in this chapter including, but not limited to, directing the defendants to abate the nuisance, imposing fines as set by generally set by the City Council against the defendants payable to the city, and granting the city the right to proceed with abatement and to charge the defendants with the cost thereof and to have such costs be a lien against the subject property. The court shall also have the authority to allow for any other remedy available at law or in equity, including, but not limited to, injunctive relief.~~

~~—(5) In any legal action, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in Circuit Court and/or as directed by the judge presiding over the proceedings.~~

~~(Ord. 555, passed 11-9-2014)~~

~~§ 99.10 JOINT AND SEVERAL RESPONSIBILITY.~~

~~—If more than one person is a person responsible or liable under any provision of this chapter, they shall be jointly and severally liable.~~

~~(Ord. 555, passed 11-9-2014)~~

~~§ 99.99 PENALTY. §99.05 ENFORCEMENT AND PENALTIES~~

Violations of this chapter shall be subject to enforcement and penalties as set forth in Union City Code Section 10.99.

~~-(A) A person violating a provision of this chapter or an order issued under authority of this chapter shall, upon conviction, be guilty of a violation punishable by a fine set by the Union City Council by resolution. Such a person shall also be subject to any civil remedies available to the city as set forth in this chapter or as otherwise provided for by law.~~

~~-(B) Each day's violation of a provision of this chapter or of an order issued under authority of this chapter constitutes a separate violation. The abatement of a nuisance is not a penalty for violating this chapter, but instead is an additional remedy. The imposition of a penalty does not relieve a person of the duty to abate the nuisance; however, abatement of a nuisance within ten days of the date of notice to abate, or if a protest or appeal has been filed pursuant to the terms of this chapter, the abatement within ten days of the disposition of the protest or appeal if a nuisance is found to exist, will excuse the person responsible from the imposition of any fine.~~

~~-(C) The City Council may, in its discretion, suspend, cancel, or delay the imposition of fines provided for by this chapter. Also, at the City Council's discretion, fines may be suspended or otherwise abated during the period during which the rights of review provided for herein are properly exercised; in exercising the discretion provided for in this sentence, the City Council shall consider the degree to which the review sought has been frivolous as well as other factors considered relevant in the Council's judgment.~~

~~-(D) The statement of a penalty within this chapter is not preclusive, and shall not prevent the imposition of other penalties or remedies that may be available to the city under any other ordinance, statute, regulation, law, or resolution.~~

(Ord. 555, passed 11-9-2014)

Exhibit A

CHAPTER 99: REGULATING SOLID AND OTHER WASTES

§ 99.01 GENERAL PROVISIONS.

(A) Definitions. For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY OFFICIAL. Any designee of the City Council and city officer, agent, or employee, acting in the course of official duties for purposes of the enforcement of this chapter.

PERSON. Any natural person, firm, partnership, association, legal entity, or corporation.

PERSON IN CHARGE OF PROPERTY or PERSON IN CHARGE OF THE SUBJECT PROPERTY. Any one or more than one occupant, lessee, contract purchaser, owner, or person having possession of, control of, occupancy at, or title to, the subject property.

WASTE. Matter or material that is:

- (a) Hazardous to health and safety of the public;
- (b) Organic materials that can decompose, giving rise to foul smelling products, or creating a health hazard, or which are capable of attracting or providing food for potential disease carriers such as birds, rodents, flies and other vectors; and
- (c) Materials and matter accumulated on property so as to constitute a public nuisance recognized by common law.

(B) Exceptions.

(1) This chapter does not apply to materials or items that might otherwise constitute waste if such is kept and maintained in a business licensed as a junk yard or automobile wrecking yard which is operating in accordance with all applicable rules and regulations, including zoning laws, or to items or materials accumulated for recycle in a recycling business operating as such and in accordance with all applicable rules and regulations, including zoning laws. To be exempted by this paragraph, such items and materials must be enclosed by a secure fence that is no less than six feet tall and is so sight obscuring as to prevent a person from seeing into the enclosed area from other property or from a right of way or sidewalk, and such items and materials must be stored in a fashion that does not otherwise constitute a nuisance at common law.

(2) This chapter does not apply to the accumulation of firewood, nor does it apply to the accumulation of construction materials at the location of properly permitted construction work when the stored materials are exclusively for use at the site.

(Ord. 555, passed 11-9-2014)

§ 99.02 ACCUMULATION AND STOCKPILING PROHIBITED; DECLARATION OF PUBLIC NUISANCE.

(A) No person shall deposit, accumulate, store, maintain, allow to exist, or display waste on any property within the city, except as specifically permitted by this chapter or as otherwise authorized by law.

(B) No person or occupant of any land in the city shall authorize, permit or suffer violation of any provision of this chapter.

(C) Exceptions. The prohibitions of this chapter do not apply to the following:

(1) The temporary accumulation of limited quantities of waste in standard garbage or recycling collection receptacles provided for that purpose pending disposal or recycling in a legal manner, providing that the waste does not create offensive odors, unsightly conditions, or hazards to health; and

(2) The accumulation and distribution of compost, silage, or livestock manure in conjunction with normal crop or animal husbandry activities, so long as such activity is in compliance with all applicable zoning regulations, does not physically encroach upon the land of another, violates no statutes, rules, regulations, ordinances of the Department of Environmental Quality or the city, and is conducted in a reasonable manner so as to minimize any offensive odor, unsightly condition, or hazard to health.

(D) The accumulation and storage of waste is hereby found to create a condition tending to reduce the value of private property, to promote blight, deterioration and unsightliness, to invite plundering, to create fire hazards, to create a harborage for rodents and insects, and to be injurious to the health, safety and general welfare of the inhabitants of the city. Therefore, the presence of waste on private property in violation of this chapter is hereby declared to constitute a public nuisance which may be abated in accordance with provisions of this chapter.

(E) Nothing stated within this chapter shall be construed to allow the accumulation or stockpiling of any waste prohibited by any other ordinance or regulation of the city or by any land use regulations or any other applicable laws, or to declare any noncommercial accumulation or stockpiling of waste as commercial, or to override provisions of any ordinance of the city regarding home occupations, or commercial endeavors relating to the storage and accumulation of commercial products. Nothing stated in this chapter shall be construed as authorizing any activity which at common law would constitute a

public or private nuisance nor as legislatively amending or changing common law nuisance principles.

(Ord. 555, passed 11-9-2014)

§ 99.03 INVESTIGATION.

When a city official has determined that a violation of this chapter exists on property which should be abated by the person in charge of the property, the official shall:

Commented [ps1]: Clarifies that this is not related to city abatement

(A) Attempt to discover the name and address of the owner and occupant of the property, the person responsible for the accumulation or deposit of the waste, and all persons who may be in charge of the real property on which the violation exists as such persons are defined in § 99.01(A);

(B) Give written notice to the persons described in division (A) of this section by regular first class mail and registered or certified mail requiring a return receipt that there is a violation of this chapter. If the owner or occupant of the property is not found, the city official shall place a notice posted on the property where it can easily be seen;

(C) Contents of notice. The notice referred to in the preceding division shall contain:

(1) A description of the real property by street address or otherwise, on which the violation exists;

(2) A direction to abate the violation within no less than 15 days from the date of the notice;

(3) A description of the violation;

(4) A statement that unless the violation is abated, the city may enter, abate the violation, and charge the costs of abatement to the person responsible and/or impose a lien against the real property on which the violation was abated;

(5) A statement that failure to abate the violation within the time provided may warrant imposition of a fine;

(6) A statement that the alternative to compliance with the notice is to make a written request within 15 calendar days of the date of the notice for a hearing before the City Council to show why abatement should not be required or why more time for abatement may be needed. This statement shall list the required contents of the request for hearing that are set forth in § 99.05.

(7) A statement that if there is no request for a hearing before the City Council within 15 calendar days of the date of the notice, the determination as set forth in the notice shall be final with no right to further protest or otherwise appeal.

(D) Upon completion of posting and mailing, the persons posting and mailing shall execute and file certificates with the City Council stating the date and place of the mailing and posting.

(Ord. 555, passed 11-9-2014)

§ 99.04 ENTRY ON PRIVATE PROPERTY.

Upon compliance with all applicable procedures, city officials are authorized to enter onto private property at all reasonable times to examine items and materials reasonably suspected to constitute wastes in violation of this chapter and following the procedures set forth to take steps necessary to abate violations hereof.

(Ord. 555, passed 11-9-2014)

§ 99.05 . §99.05 ENFORCEMENT AND PENALTIES

Violations of this chapter shall be subject to enforcement and penalties as set forth in Union City Code Section 10.99.

DRAFT

CITY OF UNION
ORDINANCE NO. 577

BEFORE THE CITY COUNCIL FOR THE CITY OF UNION, OREGON

In The Matter of Adopting Ordinance No. 577) Ordinance No. 577
Amending Union City Code Section 10.99)
Relating to Penalties for Violations of City)
Codes)

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

WHEREAS, the City has the authority to propose and adopt ordinances and resolutions to protect the health and safety of the citizens of the City of Union, including reasonable and necessary penalties for violations of various City codes sections related to nuisance, and public health and safety;

WHEREAS, the City recognizes the need to permit the City to conduct summary abatement procedures for code violations that merit such response either due to the severity of the violations or the failure of the responsible party to remedy the violation upon notice by the City; and

WHEREAS, the City may establish processes, terms and conditions by which the City shall conduct summary abatement proceedings, including provisions related to the collection of the reasonable costs to do so and mechanisms for enforcement of the same;

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

1. Ordinance No. 577 Amending Union City Code Section 10.99 Relating to Penalties for Violations of City Codes is hereby adopted and approved, as set forth in Exhibit A, attached and incorporated by reference.
2. This Ordinance No. 577 shall take effect immediately after its adoption.

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

DRAFT

Exhibit A

§ 10.99 PENALTY. AND ENFORCEMENT.

(A) Minimum penalty for violations of all ordinances.

(1) Fines not to be reduced below minimum. Notwithstanding any provision of any other ordinance of the City of Union, the Municipal Court shall not defer, waive, suspend or otherwise reduce the fine for a violation of a city ordinance to an amount below the minimum fine required by this section.

(2) Not affected. Nothing in this section:

(a) Affects the manner in which a court imposes or reduces monthly obligations other than fines payable to the City of Union;

(b) Allows the Municipal Court to reduce any fine amount below a minimum fine amount established by state statute that controls the amount of the fine in a given instance; and

(c) Affects the ability of the Municipal Court to establish a payment schedule for fines imposed by the court upon a showing of inability of a defendant to immediately pay.

(3) Unitary and county assessments in addition to fine. For the purpose of establishing the minimum fine required by this section, the unitary assessment required by O.R.S. 137.290 and the county assessment required by O.R.S. 137.309 shall not be included; instead, they shall be assessed in addition to the minimum fine.

(4) Minimum fines. The minimum fine shall be 20% of the maximum fine allowed by the ordinance of which the defendant is convicted for a first offense.

(5) Increasing maximum fine for certain violations.

(a) If a person is convicted to a traffic violation that was a factor contributing to a traffic accident, the minimum fine shall be 60% of the maximum fine established for the violation of which the person was convicted.

(b) If a person is convicted of a traffic violation that occurred within a street work zone that has been posted as such or within a posted school zone, the minimum fine shall be 80% of the maximum fine established for the violation of which the person was convicted.

(c) If a person is convicted of a violation that resulted in intentional harm to the person or property of another, the minimum fine shall be 80% of the maximum fine established for the violation of which the person is convicted.

(d) If a person is convicted of any city ordinance, and if the conviction is the second conviction of that city ordinance within a one-year period, then the minimum fine shall be 40% of the maximum fine established for the violation of which the person was convicted.

(e) If a person is convicted of any city ordinance, and if the conviction is the third conviction of that city ordinance within a one-year period, then the minimum fine shall be 100% of the maximum fine established for that violation of which the person was convicted.

(f) All subsequent convictions within a one-year period of violations shall be the maximum penalty for which the person was convicted.

(B) Providing for procedures in Municipal Court; providing a general penalty for violations of all ordinances.

(1) Pretrial proceedings.

(a) The Municipal Court and the Judge thereof shall have jurisdiction over all violations of city ordinances. This requirement shall not be interpreted as preventing the City of Union from contracting with another public body for judicial services by a Judge thereof, nor from citing any person into the Circuit Court of the State of Oregon when the offence to be charged is a violation of state law.

(b) Persons to be charged with a violation of an ordinance of the City of Union shall not be arrested, but shall be summoned to appear before the Municipal Judge by means of a summons, complaint, citation or a combination thereof. The Municipal Judge shall have the authority by rule to determine the requirements of the form and content of documents used to charge violations. Absent adoption of rules by the Court, the documents shall, at a minimum, comply with due process.

(c) The only answers to documents charging a violation shall be an admission, a denial or an answer of "no contest". A denial shall be deemed to controvert every material allegation in the complaint, citation or summons.

(d) Motions, answers and pleas to documents charging a violation shall be made either orally in open court or in writing, according to rules of procedures as may be set by the Municipal Judge.

(e) Upon an answer of "no contest" or admission to a complaint charging an infraction, the Court shall render judgment against the respondent. Upon an answer of denial, the court shall set the case for trial without a jury, unless the person charged is entitled to a jury pursuant to Ord. 253, as amended by this section.

(f) In lieu of a personal appearance and answer, the person charged with a violation may file with the court a written waiver of appearance and forfeiture accompanied by a deposit of the scheduled forfeiture as provided for in Section 10.99(B)(3)(f). In addition, the person may file with the waiver a written explanation of the circumstances of the violation. The Municipal Judge may, after any further investigation the Judge deems necessary to verify the respondent's explanation, reduce all or a portion of the scheduled forfeiture and refund any balance to the person charged. Notwithstanding the foregoing, upon the written request and justification by the City of Union, the Municipal Judge may on a case by case basis order the personal appearance of the person and disallow the filing of a waiver and forfeiture.

(g) The Municipal Court, or an attorney licensed to practice law in the State of Oregon, shall have the power to issue summons for the appearance of witnesses in Municipal Court. It shall be the duty of all persons duly subpoenaed in any cause pending in the Municipal Court to attend the Court and testify in accordance with the requirements of the subpoena.

(h) Any witness who shall refuse to attend the Municipal Court or to testify as required by division (B)(1) above shall be deemed and held to be guilty of contempt of court, and the Court, in case of the refusal, shall have authority to issue a warrant for the arrest of any person so refusing and, on the persons being brought before the court on the warrant, unless the person shall purge himself or herself of the contempt by showing his or her inability to attend and testify as required by the subpoena served on him or her, the court shall summarily impose upon the person a fine not exceeding \$100.

(i) The laws of the State of Oregon governing the payment of witnesses in justice court shall be and they are hereby adopted in their entirety for the Municipal Court as to the per diem payment and per mileage payment.

(2) Trials. Trials in Municipal Court shall be in accordance with procedural rules as may be adopted by the Municipal Court Judge, though the Judge is not required to adopt procedural rules, and shall generally proceed as follows:

(a) If a defendant is entitled to a jury, after the jury is selected and sworn, the Court shall instruct the jury concerning its duties, its conduct and the order of proceedings;

(b) The city shall then concisely state the plaintiff's case and the issues to be tried; the defendant then, in like manner, shall state defendant's case;

(c) The city shall introduce the evidence on plaintiffs case in chief and, when plaintiff has concluded, the defendant shall do likewise;

(d) The parties respectively may introduce rebutting evidence only, unless a court in furtherance of justice permits them to introduce new evidence;

(e) When the evidence is concluded, both sides shall commence and conclude the argument to the court, and jury if applicable. The city shall have the right to reply to the argument of the defendant; and

(f) If a jury has been empaneled after the evidence is concluded, and the parties have argued their cases, the court shall instruct the jury.

(3) General penalty.

(a) Whenever, pursuant to any other ordinance of the City of Union, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of an act is required or the failure to do an act is declared to be unlawful or an offense, the violation shall be classified as a "violation" and shall be punished as provided in this section, notwithstanding any provision of any other existing ordinance of the city. The penalties of this section shall apply to any violation occurring on or after the effective date hereof unless the violation is of an ordinance that is adopted after the effective date hereof which expressly provides a different penalty.

(b) The maximum penalty for a violation shall be an amount not exceeding \$500. However, this penalty shall be in addition to any assessment or fine which may be required to be imposed, such as, but not limited to, the unitary assessment described in O.R.S. 137.290, the county assessment referred to in O.R.S. 137.309 or any other fine or assessment which may be imposed by force of law in addition to those imposed by an ordinance of the city.

(c) There shall be no sentence of any imprisonment for any violation.

(d) Every day any violation of an ordinance of the city shall continue shall constitute a separate offense.

(e) This section shall apply to the violations of any Oregon state statute when an ordinance of the city makes the violations an offense against the city.

(f) For the purposes of facilitating dispositions of violations, the Municipal Judge may promulgate a schedule of forfeitures plus any required assessments or fines for particular infractions, and the person charged with an infraction may deposit with the Court the amounts so scheduled, waive further appearance and have the sum so deposited forfeited as on a plea of "no contest". The Court shall not, however, be bound by the schedule on appearance and admission by the person charged, or on trial and judgment against the person charged. The Court in such a case may impose any forfeiture allowed by this section.

(g) This section shall not be interpreted as prohibiting or limiting the city's right to abate, enjoin or alleviate an ordinance violation as otherwise set forth herein, when the power is given to the city by ordinance or common law.

~~(4) Arrest for failure to respond to court summons. Notwithstanding the terms of any provision of the City of Union Code otherwise, if a person fails to either appear in accordance with § 10.99(B)(1)(b) or to waive appearance and deposit the scheduled forfeiture in accordance with § 10.99(B)(1)(f), the City of Union may apply to the Municipal Court for an order directing the issuance of a warrant for the arrest of the person. The request shall be accompanied by an affidavit which shall state the relevant facts. If the Court finds that the person received a summons, complaint, citation, or combination thereof and failed to appear or alternatively failed to waive appearance and deposit the scheduled forfeiture, the Court shall order the issuance of a warrant for the arrest of the person in order to bring the person before the Court to show cause why the person should not be held in contempt for a failure to appear. Upon a finding of such contempt, the Court may impose a fine in an amount set by the City Council by resolution from time to time, and may impose imprisonment as a penalty, notwithstanding any provision of the City of Union Code otherwise.~~

~~(5) Penalty and arrest of certain persons for contempt of court. Notwithstanding the terms of any provision of the City of Union Code otherwise, a person who is ordered by the Municipal Court to undertake certain actions, or to refrain from certain actions, as part of a prior disposition of the person's violation of an ordinance and who thereafter fails to fully comply with the order shall be deemed and held to be guilty of contempt of court. Notwithstanding §§ 10.99(B)(1)(b) and 10.99(B)(3)(c), the Court shall have the authority to issue a warrant for the arrest of the person in order to bring the person before the Court to show cause why the person should not be held in contempt. Upon a finding of contempt, the Court may impose a fine in an amount set by the City Council by resolution from time to time, and may impose imprisonment as a penalty, notwithstanding any provision of the City of Union Code otherwise.~~

(Ord. 498, passed 12-12-2005; Ord. 510, passed 11-13-2006; Ord. 538, passed 9-8-2014)

(C) In addition to the financial penalties available under this Chapter, when a city official has determined that a code violation exists on property which should be abated, the official shall:

(1) Attempt to discover the name and address of the owner and occupant of the property, the person responsible for the accumulation or deposit of the waste, and all persons who may be in charge of the real property on which the violation exists;

Commented [ps1]: This might be a good time to remove these provisions – you have no contract for housing arrested individuals and don't want to have to pay for lodging in the county jail. I know that you have many, non-nuisance offenses such as theft, assault, and so forth but you're not going to be prosecuting those in your municipal court anyway and the sheriff's office would be sending those to the DA for handling under the state statutes.

(2) Give written notice to the persons described in subsection (C)(1) of this section by regular first class mail and registered or certified mail requiring a return receipt that there is a violation of this chapter. If the owner or occupant of the property is not found, the city official shall place a notice posted on the property where it can easily be seen;

(a) Contents of notice. The notice referred to in the preceding division shall contain:

(1) A description of the real property by street address or otherwise, on which the violation exists;

(2) A direction to abate the violation within no less than 15 days from the date of the notice;

(3) A description of the violation;

(4) A statement that unless the violation is abated, the city may enter, abate the violation, and charge the costs of abatement to the person responsible and/or impose a lien against the real property on which the violation was abated;

(5) A statement that failure to abate the violation within the time provided may warrant imposition of a fine;

(6) A statement that the alternative to compliance with the notice is to make a written request within 15 calendar days of the date of the notice for a hearing before the City Council to show why abatement should not be required or why more time for abatement may be needed. This statement shall list the required contents of the request for hearing that are set forth in subsection (E) as set forth below.

(7) A statement that if there is no request for a hearing before the City Council within 15 calendar days of the date of the notice, the determination as set forth in the notice shall be final with no right to further protest or otherwise appeal.

(b) Upon completion of posting and mailing, the persons posting and mailing shall execute and file certificates with the City Council stating the date and place of the mailing and posting.

(D) Entry on Private Property

Upon compliance with all applicable procedures, city officials are authorized to enter onto private property at all reasonable times to examine items and materials reasonably suspected to constitute wastes in violation of this chapter and following the procedures set forth to take steps necessary to abate violations hereof.

(E) Form of Request for Hearing.

(1) Any person entitled to service of a notice of intent to abate as set forth in this chapter may within 15 calendar days of the date of the notice file a request for hearing

before the City Council. The request need not be in any particular form but shall include the following:

(a) The name of the person requesting a hearing and all other persons joining in the request;

(b) A brief statement setting forth the legal interest of each of the persons requesting the hearing;

(c) A brief statement in ordinary and concise language of the specific order or action protested;

(d) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed that the protested order or action should be reversed, modified, or otherwise set aside;

(e) The signatures of all the parties requesting a hearing and their official mailing addresses; and

(f) A statement by declaration under penalty of perjury that all of the matters stated within the request for hearing are true.

(2) Normally a late request for a hearing before the City Council will not be considered. However, in unusual circumstances the City Council may excuse an untimely request if the requesting party provides information excusing a lack of timely response by certifying the date of actual notice to the requesting party and accounting for all delay between the day of actual notice and the day of delivering the request for hearing to the City Council. General press of personal business shall not excuse an untimely request.

(F) Hearing before City Council or Hearing Examiner

(1) Following a request for a hearing, the City Council shall itself or through a hearing examiner provide a hearing for the requesting party to show cause why a violation does not exist, or why the violation should not be abated within the time provided, and to receive evidence and the testimony of the city official and other interested persons, or other witnesses, concerning the existence, location, and condition of the alleged violation.

(a) After the hearing, the City Council may order the property a nuisance in violation of this chapter and direct that the violation be abated by the person responsible, and/or by other person or persons in charge of the property, and/or by the city in accordance with the provisions of this chapter.

(b) If the hearing was referred to a hearing examiner by the City Council, the hearings examiner and the City Council shall proceed in the fashion provided for in § 97.09(H), relating to dangerous building.

(2) Persons entitled to the notice as specified in subsection (C)(1) above shall be sent copies of the order in the manner provided for in that section.

(3) The City Council may impose conditions and take other actions considered appropriate under the circumstances to carry out the purposes of this chapter. The City Council may delay the time for abatement of the nuisance when, in the council's opinion, circumstances justify such action. The City Council shall refuse to order abatement of the violation when the property, in the opinion of the City Council, is not subject to the provisions of this chapter. The City Council shall not be bound by technical rules of evidence in conducting the hearing.

(4) Nothing stated in this chapter shall prevent the City Council from entering into a consent agreement with the person or persons responsible, or person or persons in charge of property, that provides for the manner and means of abatement other than as provided for herein, provided that the consent agreement is in the form of a final contract enforceable in a court of law or equity and the contract specifically waives any right of the person contracting with the City Council to contest whether a violation of this chapter exists or existed or whether the condition of the subject property constitutes a nuisance.

(G) Abatement by the City.

(1) The city may abate the violation, or cause the violation to be abated, when:

(a) The terms of any consent agreement between the city and the person responsible or person in charge of property so provide, or when the terms of a consent agreement have been violated by the person or persons signing the consent agreement;

(b) The person responsible has been mailed the notice required by Subsection (C) as set forth above, and the violation stated within the notice has not been abated within the time provided in the notice and no hearing has been requested;

(c) Following hearing the corrective action required by the City Council has not been completed by the date specified; or

(d) There have been court proceedings which have become final, resulting in an order by the court directing abatement, and abatement has not been completed within the time required by the court's order.

(2) The decision to proceed to abatement by the city shall be made by the City Council.

(3) Summary abatement. Whenever a violation causes a condition the continued existence of which constitutes an immediate or emergent threat to the public health, safety, or welfare, or to the environment, the city may summarily and without prior notice, abate the condition. Notice of such abatement, including the reason for it, shall be given to the person or persons responsible for the violation as soon as reasonably possible. The costs of summary abatement shall be charged to the person responsible and become a lien upon the property in accordance with the provisions of this chapter applicable to costs of non-summary abatements.

(4) When the city proceeds to abate as provided for herein it may do so using any lawful means, the city or its agents may enter upon the subject property and may remove or correct a violation which has become the proper subject of abatement. The city may also seek such judicial process as it deems necessary to effect the abatement.

(5) Interference prohibited. No person shall obstruct, impede, or interfere with the city or its agents, or with any person retained or hired by the city to effect the abatement, or with any person who is a person in charge of the property, in performing any acts necessary to correct a violation.

(6) The city shall maintain a record of all expenses incurred in abating a waste violation. The record shall include, but is not necessarily limited to, the costs of mailing notices, the expense of title reports, title searches, and lien searches, charges for labor and personal services, equipment rentals, the costs of contractors, materials expense, fuel costs, survey expenses, reasonable charge for use of city-owned equipment, land fill fees, the costs of transportation, etc., and an additional charge of 15% for administrative overhead.

(7) A notice of assessment for the costs of abatement shall be sent by certified mail with return receipt to the responsible party or parties and those entitled to receive the notice provided for in Subsection (C) set forth above. The notice shall contain:

(a) The total costs of abatement, including the administrative overhead;

(b) A statement that the costs of abatement are the personal obligation of the person in charge of the subject property and will become a lien against the property unless paid within 60 days;

(c) A statement that if person in charge of the property objects to the cost of the abatement, he or she may file a notice of objection with the city within 15 days of the date of the notice; and

(d) A statement that a fee for recording the costs of abatement as a lien against the property may be added to the cost of abatement.

(8) Objections to the proposed assessment shall be heard and determined by the City Council before the proposed assessment becomes a lien against the property.

(9) If the costs of the abatement are not paid within 60 days from the date of the notice of costs, or if an objection was timely filed, from the date of the city's determination of costs, the costs of abatement shall be filed and recorded as a lien upon the property and shall be entered into the docket of city liens. When the entry is made, it shall constitute a lien on the property from which the violation was abated.

(H) Lien of Assessment

(1) Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessment shall be liens against the lots or parcels of land assessed, respectively. The lien shall continue until the assessment and all interest due and payable thereon are paid.

(2) All such personal obligations and assessments remaining unpaid after thirty days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 9% per annum from and after said date.

(3) The lien may be enforced, collected upon and foreclosed in accordance with the provisions of O.R.S. §§ 223.505 through 223.650 and by suit in equity or at law in circuit court.

(I) Judicial Review and Enforcement

(1) Judicial review.

(a) Any person aggrieved by a final decision of the City Council may appeal to the Circuit Court of the State of Oregon for Union County for judicial review of the City Council's decision. The appeal shall be filed within 30 days from the effective date of the decision. The failure of any person to file a request for judicial review in accordance with the provisions of this chapter, and within the thirty days required, shall constitute a waiver of the right to judicial review, and the decision of the City Council shall then be final. There shall be no right to judicial review if the person appealing did not timely seek a hearing before the City Council, or receive from the City Council an order excusing the late request, and then thereafter pursue to conclusion the hearing and then timely seek an appeal.

(b) On judicial review to Circuit Court, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the

proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in circuit court and/or as directed by the judge presiding over the proceedings.

(c) Unless the violation is one subject to summary abatement, all abatement activities shall be stayed during the course of the appeal.

(2) Judicial enforcement.

(a) At the election of the City Council, the city may dispense with the notice and hearing procedures set forth above, and in lieu thereof enforce this chapter by a civil action initiated by the City Attorney or special counsel in any court of competent jurisdiction, including the Circuit Court of the State of Oregon for Union County. Prior to the initiation of such suit the person or persons in charge of the property shall be sent a notice which contains:

(i) A description of the real property by street address or otherwise, on which the violation exists;

(ii) A direction to abate the violation within no less than 15 days from the date of the notice;

(iii) A description of the violation;

(iv) A statement that unless the violation is abated within the stated time or within the time of any extension granted by the city, the city will initiate legal action to enforce the terms of the city's solid waste ordinance; and

(v) A statement that failure to abate the violation within the time provided may warrant imposition of a fine.

(b) Upon completion of mailing, the persons doing so shall execute and maintain in the city's records certificates stating the date and place of the mailing and posting.

(c) If an enforcement proceeding is initiated using the notice provisions of Subsection (C) above, the City Council may at any time terminate such proceedings and direct the City Attorney or special counsel to file legal action, in which case the notice provided for in division (B)(1) of this section shall not be required. Instead the persons in charge of the subject property shall be advised by first class letter that the pending proceedings before the City Council are terminated and that the City Attorney or special counsel as the case may be has been directed to file suit to enforce this chapter.

(d) In any legal action, the court shall have the authority to award to the city all remedies that are provided for in this chapter including, but not limited to, directing the defendants to abate the nuisance, imposing fines as set by generally set by the City

Council against the defendants payable to the city, and granting the city the right to proceed with abatement and to charge the defendants with the cost thereof and to have such costs be a lien against the subject property. The court shall also have the authority to allow for any other remedy available at law or in equity, including, but not limited to, injunctive relief.

(e) In any legal action, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in Circuit Court and/or as directed by the judge presiding over the proceedings.

(J) Joint and Several Responsibility.

If more than one person is a person responsible or liable under any provision of this chapter, they shall be jointly and severally liable.

Exhibit A

§ 10.99 PENALTY. AND ENFORCEMENT.

(A) Minimum penalty for violations of all ordinances.

(1) Fines not to be reduced below minimum. Notwithstanding any provision of any other ordinance of the City of Union, the Municipal Court shall not defer, waive, suspend or otherwise reduce the fine for a violation of a city ordinance to an amount below the minimum fine required by this section.

(2) Not affected. Nothing in this section:

(a) Affects the manner in which a court imposes or reduces monthly obligations other than fines payable to the City of Union;

(b) Allows the Municipal Court to reduce any fine amount below a minimum fine amount established by state statute that controls the amount of the fine in a given instance; and

(c) Affects the ability of the Municipal Court to establish a payment schedule for fines imposed by the court upon a showing of inability of a defendant to immediately pay.

(3) Unitary and county assessments in addition to fine. For the purpose of establishing the minimum fine required by this section, the unitary assessment required by O.R.S. 137.290 and the county assessment required by O.R.S. 137.309 shall not be included; instead, they shall be assessed in addition to the minimum fine.

(4) Minimum fines. The minimum fine shall be 20% of the maximum fine allowed by the ordinance of which the defendant is convicted for a first offense.

(5) Increasing maximum fine for certain violations.

(a) If a person is convicted to a traffic violation that was a factor contributing to a traffic accident, the minimum fine shall be 60% of the maximum fine established for the violation of which the person was convicted.

(b) If a person is convicted of a traffic violation that occurred within a street work zone that has been posted as such or within a posted school zone, the minimum fine shall be 80% of the maximum fine established for the violation of which the person was convicted.

(c) If a person is convicted of a violation that resulted in intentional harm to the person or property of another, the minimum fine shall be 80% of the maximum fine established for the violation of which the person is convicted.

(d) If a person is convicted of any city ordinance, and if the conviction is the second conviction of that city ordinance within a one-year period, then the minimum fine shall be 40% of the maximum fine established for the violation of which the person was convicted.

(e) If a person is convicted of any city ordinance, and if the conviction is the third conviction of that city ordinance within a one-year period, then the minimum fine shall be 100% of the maximum fine established for that violation of which the person was convicted.

(f) All subsequent convictions within a one-year period of violations shall be the maximum penalty for which the person was convicted.

(B) Providing for procedures in Municipal Court; providing a general penalty for violations of all ordinances.

(1) Pretrial proceedings.

(a) The Municipal Court and the Judge thereof shall have jurisdiction over all violations of city ordinances. This requirement shall not be interpreted as preventing the City of Union from contracting with another public body for judicial services by a Judge thereof, nor from citing any person into the Circuit Court of the State of Oregon when the offence to be charged is a violation of state law.

(b) Persons to be charged with a violation of an ordinance of the City of Union shall not be arrested, but shall be summoned to appear before the Municipal Judge by means of a summons, complaint, citation or a combination thereof. The Municipal Judge shall have the authority by rule to determine the requirements of the form and content of documents used to charge violations. Absent adoption of rules by the Court, the documents shall, at a minimum, comply with due process.

(c) The only answers to documents charging a violation shall be an admission, a denial or an answer of "no contest". A denial shall be deemed to controvert every material allegation in the complaint, citation or summons.

(d) Motions, answers and pleas to documents charging a violation shall be made either orally in open court or in writing, according to rules of procedures as may be set by the Municipal Judge.

(e) Upon an answer of "no contest" or admission to a complaint charging an infraction, the Court shall render judgment against the respondent. Upon an answer of denial, the court shall set the case for trial without a jury, unless the person charged is entitled to a jury pursuant to Ord. 253, as amended by this section.

(f) In lieu of a personal appearance and answer, the person charged with a violation may file with the court a written waiver of appearance and forfeiture accompanied by a deposit of the scheduled forfeiture as provided for in Section 10.99(B)(3)(f). In addition, the person may file with the waiver a written explanation of the circumstances of the violation. The Municipal Judge may, after any further investigation the Judge deems necessary to verify the respondent's explanation, reduce all or a portion of the scheduled forfeiture and refund any balance to the person charged. Notwithstanding the foregoing, upon the written request and justification by the City of Union, the Municipal Judge may on a case by case basis order the personal appearance of the person and disallow the filing of a waiver and forfeiture.

(g) The Municipal Court, or an attorney licensed to practice law in the State of Oregon, shall have the power to issue summons for the appearance of witnesses in Municipal Court. It shall be the duty of all persons duly subpoenaed in any cause pending in the Municipal Court to attend the Court and testify in accordance with the requirements of the subpoena.

(h) Any witness who shall refuse to attend the Municipal Court or to testify as required by division (B)(1) above shall be deemed and held to be guilty of contempt of court, and the Court, in case of the refusal, shall have authority to issue a warrant for the arrest of any person so refusing and, on the persons being brought before the court on the warrant, unless the person shall purge himself or herself of the contempt by showing his or her inability to attend and testify as required by the subpoena served on him or her, the court shall summarily impose upon the person a fine not exceeding \$100.

(i) The laws of the State of Oregon governing the payment of witnesses in justice court shall be and they are hereby adopted in their entirety for the Municipal Court as to the per diem payment and per mileage payment.

(2) Trials. Trials in Municipal Court shall be in accordance with procedural rules as may be adopted by the Municipal Court Judge, though the Judge is not required to adopt procedural rules, and shall generally proceed as follows:

(a) If a defendant is entitled to a jury, after the jury is selected and sworn, the Court shall instruct the jury concerning its duties, its conduct and the order of proceedings;

(b) The city shall then concisely state the plaintiff's case and the issues to be tried; the defendant then, in like manner, shall state defendant's case;

(c) The city shall introduce the evidence on plaintiffs case in chief and, when plaintiff has concluded, the defendant shall do likewise;

(d) The parties respectively may introduce rebutting evidence only, unless a court in furtherance of justice permits them to introduce new evidence;

(e) When the evidence is concluded, both sides shall commence and conclude the argument to the court, and jury if applicable. The city shall have the right to reply to the argument of the defendant; and

(f) If a jury has been empaneled after the evidence is concluded, and the parties have argued their cases, the court shall instruct the jury.

(3) General penalty.

(a) Whenever, pursuant to any other ordinance of the City of Union, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of an act is required or the failure to do an act is declared to be unlawful or an offense, the violation shall be classified as a "violation" and shall be punished as provided in this section, notwithstanding any provision of any other existing ordinance of the city. The penalties of this section shall apply to any violation occurring on or after the effective date hereof unless the violation is of an ordinance that is adopted after the effective date hereof which expressly provides a different penalty.

(b) The maximum penalty for a violation shall be an amount not exceeding \$500. However, this penalty shall be in addition to any assessment or fine which may be required to be imposed, such as, but not limited to, the unitary assessment described in O.R.S. 137.290, the county assessment referred to in O.R.S. 137.309 or any other fine or assessment which may be imposed by force of law in addition to those imposed by an ordinance of the city.

(c) There shall be no sentence of any imprisonment for any violation.

(d) Every day any violation of an ordinance of the city shall continue shall constitute a separate offense.

(e) This section shall apply to the violations of any Oregon state statute when an ordinance of the city makes the violations an offense against the city.

(f) For the purposes of facilitating dispositions of violations, the Municipal Judge may promulgate a schedule of forfeitures plus any required assessments or fines for particular infractions, and the person charged with an infraction may deposit with the Court the amounts so scheduled, waive further appearance and have the sum so deposited forfeited as on a plea of "no contest". The Court shall not, however, be bound by the schedule on appearance and admission by the person charged, or on trial and judgment against the person charged. The Court in such a case may impose any forfeiture allowed by this section.

(g) This section shall not be interpreted as prohibiting or limiting the city's right to abate, enjoin or alleviate an ordinance violation as otherwise set forth herein.

(C) In addition to the financial penalties available under this Chapter, when a city official has determined that a code violation exists on property which should be abated, the official shall:

(1) Attempt to discover the name and address of the owner and occupant of the property, the person responsible for the accumulation or deposit of the waste, and all persons who may be in charge of the real property on which the violation exists;

(2) Give written notice to the persons described in subsection (C)(1) of this section by regular first class mail and registered or certified mail requiring a return receipt that there is a violation of this chapter. If the owner or occupant of the property is not found, the city official shall place a notice posted on the property where it can easily be seen;

(a) Contents of notice. The notice referred to in the preceding division shall contain:

(1) A description of the real property by street address or otherwise, on which the violation exists;

(2) A direction to abate the violation within no less than 15 days from the date of the notice;

(3) A description of the violation;

(4) A statement that unless the violation is abated, the city may enter, abate the violation, and charge the costs of abatement to the person responsible and/or impose a lien against the real property on which the violation was abated;

(5) A statement that failure to abate the violation within the time provided may warrant imposition of a fine;

(6) A statement that the alternative to compliance with the notice is to make a written request within 15 calendar days of the date of the notice for a hearing before the City Council to show why abatement should not be required or why more time for abatement may be needed. This statement shall list the required contents of the request for hearing that are set forth in subsection (E) as set forth below.

(7) A statement that if there is no request for a hearing before the City Council within 15 calendar days of the date of the notice, the determination as set forth in the notice shall be final with no right to further protest or otherwise appeal.

Commented [ps1]: This might be a good time to remove these provisions – you have no contract for housing arrested individuals and don't want to have to pay for lodging in the county jail. I know that you have many, non-nuisance offenses such as theft, assault, and so forth but you're not going to be prosecuting those in your municipal court anyway and the sheriff's office would be sending those to the DA for handling under the state statutes.

(b) Upon completion of posting and mailing, the persons posting and mailing shall execute and file certificates with the City Council stating the date and place of the mailing and posting.

(D) Entry on Private Property

Upon compliance with all applicable procedures, city officials are authorized to enter onto private property at all reasonable times to examine items and materials reasonably suspected to constitute wastes in violation of this chapter and following the procedures set forth to take steps necessary to abate violations hereof.

(E) Form of Request for Hearing.

(1) Any person entitled to service of a notice of intent to abate as set forth in this chapter may within 15 calendar days of the date of the notice file a request for hearing before the City Council. The request need not be in any particular form but shall include the following:

(a) The name of the person requesting a hearing and all other persons joining in the request;

(b) A brief statement setting forth the legal interest of each of the persons requesting the hearing;

(c) A brief statement in ordinary and concise language of the specific order or action protested;

(d) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed that the protested order or action should be reversed, modified, or otherwise set aside;

(e) The signatures of all the parties requesting a hearing and their official mailing addresses; and

(f) A statement by declaration under penalty of perjury that all of the matters stated within the request for hearing are true.

(2) Normally a late request for a hearing before the City Council will not be considered. However, in unusual circumstances the City Council may excuse an untimely request if the requesting party provides information excusing a lack of timely response by certifying the date of actual notice to the requesting party and accounting for all delay between the day of actual notice and the day of delivering the request for hearing to the City Council. General press of personal business shall not excuse an untimely request.

(F) Hearing before City Council or Hearing Examiner

(1) Following a request for a hearing, the City Council shall itself or through a hearing examiner provide a hearing for the requesting party to show cause why a violation does not exist, or why the violation should not be abated within the time provided, and to receive evidence and the testimony of the city official and other interested persons, or other witnesses, concerning the existence, location, and condition of the alleged violation.

(a) After the hearing, the City Council may order the property a nuisance in violation of this chapter and direct that the violation be abated by the person responsible, and/or by other person or persons in charge of the property, and/or by the city in accordance with the provisions of this chapter.

(b) If the hearing was referred to a hearing examiner by the City Council, the hearing examiner and the City Council shall proceed in the fashion provided for in § 97.09(H), relating to dangerous building.

(2) Persons entitled to the notice as specified in subsection (C)(1) above shall be sent copies of the order in the manner provided for in that section.

(3) The City Council may impose conditions and take other actions considered appropriate under the circumstances to carry out the purposes of this chapter. The City Council may delay the time for abatement of the nuisance when, in the council's opinion, circumstances justify such action. The City Council shall refuse to order abatement of the violation when the property, in the opinion of the City Council, is not subject to the provisions of this chapter. The City Council shall not be bound by technical rules of evidence in conducting the hearing.

(4) Nothing stated in this chapter shall prevent the City Council from entering into a consent agreement with the person or persons responsible, or person or persons in charge of property, that provides for the manner and means of abatement other than as provided for herein, provided that the consent agreement is in the form of a final contract enforceable in a court of law or equity and the contract specifically waives any right of the person contracting with the City Council to contest whether a violation of this chapter exists or existed or whether the condition of the subject property constitutes a nuisance.

(G) Abatement by the City.

(1) The city may abate the violation, or cause the violation to be abated, when:

(a) The terms of any consent agreement between the city and the person responsible or person in charge of property so provide, or when the terms of a consent agreement have been violated by the person or persons signing the consent agreement;

(b) The person responsible has been mailed the notice required by Subsection (C) as set forth above, and the violation stated within the notice has not been abated within the time provided in the notice and no hearing has been requested;

(c) Following hearing the corrective action required by the City Council has not been completed by the date specified; or

(d) There have been court proceedings which have become final, resulting in an order by the court directing abatement, and abatement has not been completed within the time required by the court's order.

(2) The decision to proceed to abatement by the city shall be made by the City Council.

(3) Summary abatement. Whenever a violation causes a condition the continued existence of which constitutes an immediate or emergent threat to the public health, safety, or welfare, or to the environment, the city may summarily and without prior notice, abate the condition. Notice of such abatement, including the reason for it, shall be given to the person or persons responsible for the violation as soon as reasonably possible. The costs of summary abatement shall be charged to the person responsible and become a lien upon the property in accordance with the provisions of this chapter applicable to costs of non-summary abatements.

(4) When the city proceeds to abate as provided for herein it may do so using any lawful means, the city or its agents may enter upon the subject property and may remove or correct a violation which has become the proper subject of abatement. The city may also seek such judicial process as it deems necessary to effect the abatement.

(5) Interference prohibited. No person shall obstruct, impede, or interfere with the city or its agents, or with any person retained or hired by the city to effect the abatement, or with any person who is a person in charge of the property, in performing any acts necessary to correct a violation.

(6) The city shall maintain a record of all expenses incurred in abating a waste violation. The record shall include, but is not necessarily limited to, the costs of mailing notices, the expense of title reports, title searches, and lien searches, charges for labor and personal services, equipment rentals, the costs of contractors, materials expense, fuel costs, survey expenses, reasonable charge for use of city-owned equipment, land fill fees, the costs of transportation, etc., and an additional charge of 15% for administrative overhead.

(7) A notice of assessment for the costs of abatement shall be sent by certified mail with return receipt to the responsible party or parties and those entitled to receive the notice provided for in Subsection (C) set forth above. The notice shall contain:

(a) The total costs of abatement, including the administrative overhead;

(b) A statement that the costs of abatement are the personal obligation of the person in charge of the subject property and will become a lien against the property unless paid within 60 days;

(c) A statement that if person in charge of the property objects to the cost of the abatement, he or she may file a notice of objection with the city within 15 days of the date of the notice; and

(d) A statement that a fee for recording the costs of abatement as a lien against the property may be added to the cost of abatement.

(8) Objections to the proposed assessment shall be heard and determined by the City Council before the proposed assessment becomes a lien against the property.

(9) If the costs of the abatement are not paid within 60 days from the date of the notice of costs, or if an objection was timely filed, from the date of the city's determination of costs, the costs of abatement shall be filed and recorded as a lien upon the property and shall be entered into the docket of city liens. When the entry is made, it shall constitute a lien on the property from which the violation was abated.

(H) Lien of Assessment

(1) Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessment shall be liens against the lots or parcels of land assessed, respectively. The lien shall continue until the assessment and all interest due and payable thereon are paid.

(2) All such personal obligations and assessments remaining unpaid after thirty days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 9% per annum from and after said date.

(3) The lien may be enforced, collected upon and foreclosed in accordance with the provisions of O.R.S. §§ 223.505 through 223.650 and by suit in equity or at law in circuit court.

(I) Judicial Review and Enforcement

(1) Judicial review.

(a) Any person aggrieved by a final decision of the City Council may appeal to the Circuit Court of the State of Oregon for Union County for judicial review of the City Council's decision. The appeal shall be filed within 30 days from the effective date of the decision. The failure of any person to file a request for judicial review in accordance with

the provisions of this chapter, and within the thirty days required, shall constitute a waiver of the right to judicial review, and the decision of the City Council shall then be final. There shall be no right to judicial review if the person appealing did not timely seek a hearing before the City Council, or receive from the City Council an order excusing the late request, and then thereafter pursue to conclusion the hearing and then timely seek an appeal.

(b) On judicial review to Circuit Court, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in circuit court and/or as directed by the judge presiding over the proceedings.

(c) Unless the violation is one subject to summary abatement, all abatement activities shall be stayed during the course of the appeal.

(2) Judicial enforcement.

(a) At the election of the City Council, the city may dispense with the notice and hearing procedures set forth above, and in lieu thereof enforce this chapter by a civil action initiated by the City Attorney or special counsel in any court of competent jurisdiction, including the Circuit Court of the State of Oregon for Union County. Prior to the initiation of such suit the person or persons in charge of the property shall be sent a notice which contains:

(i) A description of the real property by street address or otherwise, on which the violation exists;

(ii) A direction to abate the violation within no less than 15 days from the date of the notice;

(iii) A description of the violation;

(iv) A statement that unless the violation is abated within the stated time or within the time of any extension granted by the city, the city will initiate legal action to enforce the terms of the city's solid waste ordinance; and

(v) A statement that failure to abate the violation within the time provided may warrant imposition of a fine.

(b) Upon completion of mailing, the persons doing so shall execute and maintain in the city's records certificates stating the date and place of the mailing and posting.

(c) If an enforcement proceeding is initiated using the notice provisions of Subsection (C) above, the City Council may at any time terminate such proceedings and direct the City Attorney or special counsel to file legal action, in which case the

notice provided for in division (B)(1) of this section shall not be required. Instead the persons in charge of the subject property shall be advised by first class letter that the pending proceedings before the City Council are terminated and that the City Attorney or special counsel as the case may be has been directed to file suit to enforce this chapter.

(d) In any legal action, the court shall have the authority to award to the city all remedies that are provided for in this chapter including, but not limited to, directing the defendants to abate the nuisance, imposing fines as set by generally set by the City Council against the defendants payable to the city, and granting the city the right to proceed with abatement and to charge the defendants with the cost thereof and to have such costs be a lien against the subject property. The court shall also have the authority to allow for any other remedy available at law or in equity, including, but not limited to, injunctive relief.

(e) In any legal action, all rules governing the form of pleadings, procedures, the taking of evidence, and such other matters as may affect the proceeding shall be governed by the Oregon Rules of Civil Procedure, the Oregon Evidence Code, and such other rules and laws applicable to proceedings in Circuit Court and/or as directed by the judge presiding over the proceedings.

(J) Joint and Several Responsibility.

If more than one person is a person responsible or liable under any provision of this chapter, they shall be jointly and severally liable.



Memorandum

Subject: College Street Bridge
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Celeste Tate, Administrator

BACKGROUND INFORMATION:

The Oregon Department of Transportation continues its work on a bridge design. The council held a work session on August 25th and reviewed the Design Alternatives which showed the Box Culvert as the best option with the least impact to Right of Ways and the lowest cost. In order to continue the progress forward, ODOT is in need of an approved Right-Of-Way Services Agreement as well as an approved Project Change Request form and Contract Amendment to increase the budget for Right-Of-Way acquisition for both temporary and permanent acquisition.

RECOMMENDATION:

To approve the Right of Way Services Agreement, Resolution 2025-08, Project Change Request form and Contract Amendment

ATTACHED:

[Right Of Way Services Agreement](#)

[Resolution 2025-08](#)

[K22018 PCR 2](#)

[N. College Street- Little Creek Bridge - Amendment.No.2 DOJ approved](#)

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**

N. College Street: Little Creek Bridge #61074 (Union County)

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

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, a state agency may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that the state agency, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. State is responsible for delivering the N. College Street: Little Creek Bridge Design and Construction ("Project") under ODOT Delivered Federal Project, Agreement Number 73000-00036400 executed on September 23, 2024 ("Project Agreement") attached hereto as Exhibit C and by this reference made a part hereof.
4. Agreement covers a subset of the work set forth in the Project Agreement; therefore, the Project Agreement describes the general scope and funding for the right of way activities carried out under this Agreement. This Agreement further defines the roles and responsibilities of the Parties regarding real property to be used as part of the right of way for the Project and further refines the details of the scope and funding for these right of way activities.
5. As of the Effective Date of this Agreement, there are no local public agencies ("LPAs") certified to independently administer federal-aid projects for right of way services. State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement.

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

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in the Project Agreement, State agrees to perform the right of way Services shown in Exhibit A - Special Provisions ("Services"), attached hereto and by this reference made a part hereof.
2. The Parties agree to comply with the terms of this Agreement and the applicable terms of Project Agreement in performing the Services. In the event of a direct conflict, the terms of the Project Agreement will control over any conflicting provision in this Agreement.
3. Exhibits Attached and Incorporated.
 - a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference as though fully set forth herein:
 - Exhibit A – Special Provisions
 - Exhibit B – Resolution Exercising The Power of Eminent Domain
 - Exhibit C - Project Agreement
4. This Agreement becomes effective on the date all required signatures are obtained ("Effective Date"). Services shall begin on or after the Effective Date and shall be completed no later than (10 calander years), on which date this Agreement automatically expires unless extended by a fully executed amendment.
5. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implemented through Title 49, Part 24, ORS Chapter 35 and the ODOT Right of Way Manual, located at <https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf> and incorporated herein by this reference. Each Party will require its contractors and subcontractors, if any, to comply with this provision.

The funding and payment for the Services are set forth in the Project Agreement. This Agreement commits no additional funding for the Services.

- a. Under no condition shall State's obligations under this Agreement exceed \$85,243.50, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement. This maximum is the amount programmed in the STIP for the right of way phase of the Project.
- b. Under no condition shall Agency's obligations under this Agreement exceed \$9756.50, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement. This maximum is the amount programmed in the STIP for the right of way phase of the Project. Expenditures must be charged according to the appropriate Project phase as identified in Exhibit A.
 - i. Agency agrees to reimburse State for all expenses, including salaries and other personnel expenses (OPE) of State employees performing Services, direct costs, costs of rental equipment used, travel expenses, and per-diem expenditures. Travel expenses shall be reimbursed in accordance with the current Oregon Department of

Administrative Services rates as contained in the Oregon Accounting Manual (OAM), which can be found at:

<https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

- ii. For Services provided under this Agreement, Agency may satisfy its funding requirement through a contribution of real property for the Project. Credit for this contribution will only be allowed if the contribution complies with all requirements of 23 CFR 710.501 and 710.507 and if written approval is obtained from State's Active Transportation Section, Program and Funding Services Manager and FHWA prior to the start of the right of way phase of the Project and after review for compliance with State's procedures for donations and contributions.

STATE OBLIGATIONS

1. State shall perform the Services assigned to State in Exhibit A.
2. State's right of way contact person for this Agreement is Gailen Cooper, Right of Way Agent, 3012 Island Ave, La Grande, Oregon, 541-239-7271, gailen.cooper@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the Services assigned to Agency in Exhibit A. All Services provided by Agency shall comply with ODOT's Right of Way Manual in effect at the time the Services are performed.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance its share of all costs and expenses incurred under this Agreement up to the maximum amount set forth in Terms of Agreement Paragraph 5(b).
3. Agency's performance of Services.
 - a. In performing Services under this Agreement, Agency may utilize qualified individuals from Agency's staff or the Staff of another local public agency, as described in the ODOT Right of Way Manual and approved by the State's Region Right of Way Office.
 - b. Agency may also request State act as the lead contracting agency and deliver a consultant contract on behalf of Agency, using consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process, as applicable. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State's Procurement Office. Forms and procedures for Tier 2 process are located at: [https://www.oregon.gov/odot/Business/Procurement/FS23/Full Service LPA Project User Guide.docx](https://www.oregon.gov/odot/Business/Procurement/FS23/Full_Service_LPA_Project_User_Guide.docx).

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- c. Agency's needed right of way services may be performed by utilizing appraiser Services procured by Agency from State's Qualified Appraiser List (online at: https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-List.pdf) or other right of way related Services procured by Agency from any source of qualified contractors or consultants.
 - d. Contractor selections under Agency Obligations, Paragraphs 3.c above may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** carried out by Agency for right of way Services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#), and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency. **State and locally funded procurements** carried out by Agency must comply with applicable State rules and statutes for A&E "Related Services" (Agency may use its own contract document). The LPA A&E Requirements Guide and A&E Contract Template are available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>.
4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform Services under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
 5. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise solely from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
 6. Any such indemnification shall also provide that neither the Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State

of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

7. Agency shall perform all Services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the Services under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. When Agency is performing Services under this Agreement, Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
9. Agency certifies and represents that all individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Services under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency shall upon State's request provide copies of any required documentation related to the Services as described in Exhibit A.
13. Agency's right of way contact person for this Agreement is Celeste Tate, City Administrator, 342 South Main St., Union, OR 97883, 541-562-5197, celestetate@cityofunion.com, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS:

1. Termination.
 - a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person, under any of the following conditions:
 - i. If either Party fails to provide Services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the Services as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - ii. If Agency fails to provide payment of its share of the cost of the Project.
 - iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Agreement is prohibited or State is prohibited from paying for such Services from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
2. All employers that employ subject workers who perform Services under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required

in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

4. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
5. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
8. Agency and State are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third

persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

9. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
12. Survival. All rights and obligations of the Parties under this Agreement will cease upon termination or expiration of this Agreement, other than the rights and obligations of the parties that by their nature or express terms survive termination or expiration of this Agreement.

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

Signature Page to Follow

CITY OF UNION, by and through it's elected officials

By _____

Date _____

By _____

Date _____

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

By _____
Agency's Counsel

Date _____

Agency Contact:

Celeste Tate
City Administrator
342 South Main, Union, OR 97883
541-562-5197
celestetate@cityofunion.com

State Contact:

Gailen Cooper
3012 Island Ave, Island City,
541-239-7271
Gailen.cooper@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 5 Manager

Date _____

By _____
Region 5 Right of Way Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Assistant Attorney General

By _____

Date _____

Exhibit A
SPECIAL PROVISIONS
Right of Way Services

A. Preliminary Phase: State or Agency shall perform the Services outlined in this Section A during the preliminary right of way phase of the Project as identified below. When Services listed under this Section A are performed by Agency, Agency shall charge the Services as preliminary engineering expenditures.

1. State shall prepare preliminary cost estimates.
2. State shall make preliminary contacts with property owners.
3. State shall gather and prepare data for environmental documents.
4. State shall develop access and approach road list.
5. State shall help prepare field location and project data as defined in the Project Agreement.
6. Title. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
7. Legal Descriptions:
 - a. State shall prepare sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. State shall prepare construction plans and cross-section information for the Project.
 - c. State shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current ODOT [Right of Way Engineering Manual](https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf), located at https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf and incorporated herein by reference. The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
 - d. State shall specify the degree of title to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.
8. Hazmat:
 - a. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.

- b. State shall conduct a Level 2 Preliminary Site Investigation, according to ODOT's Hazmat Program Procedures Guidebook and other applicable requirements of the Oregon Department of Environmental Quality, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties. If contamination is found, State will promptly disclose the severity and extent of contamination to State and present a recommendation for remediation to State as set forth in ODOT's Right of Way Manual Section 6.330, paragraph 2.
- c. State shall attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330 paragraph 2.b. If State undertakes any remediation on the site, State will be solely responsible for any liability that may arise from such remediation.

B. Right of Way Phase: State or Agency shall perform the Services outlined in this Section B during the acquisition right of way phase of the Project as identified below. When Services listed under this Section B are performed by Agency, Agency shall charge the Services as right of way expenditures.

1. Right of Way Acquisition:

- a. Right of Way Acquisition is the process of obtaining property necessary for the Project, from negotiation to possession of the property, using various sub-processes including, but not limited to, appraisal, negotiation, condemnation, relocation, title closing, and project related property management related to the potential exercise of eminent domain. The basic requirements for carrying out right of way acquisition for the Project are set forth in this Section B.
- b. When performing the right of way acquisition Services, State shall provide Agency with a as requested status report of the Services.
- c. Title to properties acquired shall be in the name of State.

2. Real Property and Title Insurance:

- a. State shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current ODOT Right of Way Manual, and after obtaining State's concurrence. Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- b. Agency shall accept conveyed property "as-is" and in accordance with ORS 93.808. State is not required to provide any additional Services to Agency, including but not

limited to payment, documentation, platting, surveying, or remediation, beyond those specifically set forth in this Agreement.

3. Appraisal:

- a. State shall conduct the valuation process of properties to be acquired. If hazardous materials are located on the property, State shall use section 6.330, paragraph 2 in ODOT's Right of Way Manual.
- b. State shall perform the appraisal reviews to set just compensation.
- c. State shall recommend just compensation, based upon a review of the valuation by qualified personnel.

4. Negotiations:

- a. State shall tender all monetary offers to landowners in writing at the compensation level shown in the appraisal review. State shall have sole authority to negotiate and make all settlement offers. When settlements for property acquisitions are made for more or less than the approved just compensation amount, a justification is required. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way is complete prior to advertising for any construction contract, unless otherwise agreed to by Agency and State.
- c. State agrees to file all Recommendations for Condemnation (Form 734-3311 and accompanying documents) with ODOT right-of-way headquarters, at least seventeen (17) weeks prior to the right-of-way certification date if negotiations have not been successful on those properties.

5. Relocation:

- a. State shall perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the Project.
- b. State shall determine all relocation benefits each property owner is eligible for and shall make all relocation and moving payments.
- c. State shall facilitate the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments
2. Upon acceptance by State the conveyance documents shall be recorded.

D. Property Management

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land consistent with applicable state, federal, and local laws and policies.
3. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

E. Condemnation

1. State may offer mediation if the State and property owners have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. State shall perform all legal and litigation Services related to the condemnation process, including all settlement offers. Prior approval of this Agreement by DOJ and passage of an Agency Resolution are required as provided in Section B.1.e above.
4. When State performs legal or litigation Services related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney(s), nor any member of the law firm of Agency's attorney(s), board or council member(s), or mayor, nor any other employee or representative of Agency licensed to practice law, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project or the Services.

F. Transfer of Right of Way to State

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. Agency shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept, at no additional cost to the State, all right of way acquired on the Agency's facility, subject to concurrence from the Oregon Transportation Commission and FHWA at the time of the transfer. State shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

EXHIBIT B
SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services

This Exhibit is an example only and the completed resolution will be a separate document from the ROWSA. (Instructions, please delete before completing form) Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form OR fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A" attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury.
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. ([Insert title of Agency]'s staff and [attorney/counsel] --OR-- (The Oregon Department of Transportation and the Attorney General)are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).

- 15 -

73000-00051513

4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

[insert signature blocks here]

Attachments: Exhibit A to Exhibit B to Agency Resolution Exercising the Power of
Eminent Domain – Property Description

Exhibit A to Exhibit B - Agency Resolution Exercising the Power of Eminent Domain – Property Description

Continued from previous page. This Exhibit is an example only and the completed resolution will be a separate document from the ROWSA.

[insert property description]

Exhibit C

[insert appropriate document - Project Agreement/Amendments]

A156-G092921

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

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

RECITALS

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

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

TERMS OF AGREEMENT

Key # 22018

Agency/ODOT
Agreement No.73000-00036400

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

Agency/ODOT
Agreement No.73000-00036400

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

Agency/ODOT
Agreement No.73000-00036400

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

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

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

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

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

10. Right of Way

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

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

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

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

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

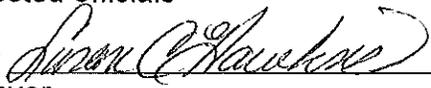
THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

Signature Page to Follow

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Agreement No.73000-00036400

CITY OF UNION, by and through its
elected officials

By 
Mayor

Date 9-10-2024

By 
City Administrator

Date 9/10/24

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

By _____
Agency Counsel

Date _____

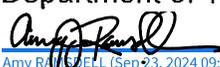
Agency Contact:

Celeste Tate, City Administrator
City of Union
342 S. Main St. PO Box 529
Union, Oregon 97883
(541) 562-5197
celestetate@cityofunion.com

State Contact:

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

STATE OF OREGON, by and through
its Department of Transportation

By 
Amy R. BELL (Sep 23, 2024 09:26 PDT)

Date 09/23/2024

APPROVAL RECOMMENDED

By 
Kenneth PATTERSON (Sep 23, 2024 07:31 PDT)

Region 5 Manager

Date 09/23/2024

By 
Raymond BOTTENBERG (Sep 21, 2024 14:35 PDT)

State Bridge Engineer

Date 09/21/2024

By 
Georgine GLEASON (Sep 12, 2024 08:17 PDT)

State Right of Way Manager

Date 09/12/2024

By 

Region 5 Right of Way Manager

Date 09/10/2024

**APPROVED AS TO LEGAL
SUFFICIENCY**

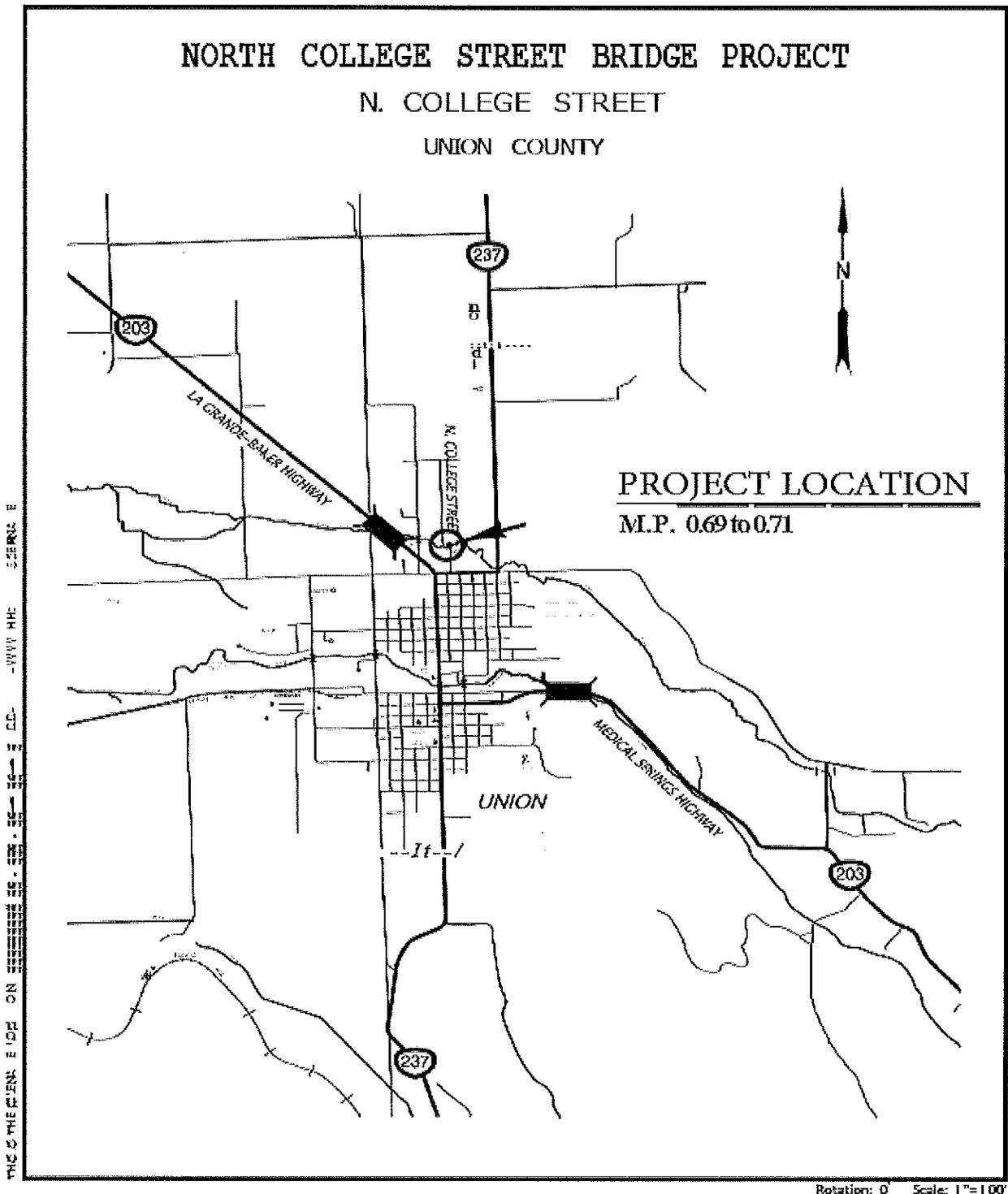
By Herbert F. Lovejoy via e-mail
Assistant Attorney General

Date May 18, 2023

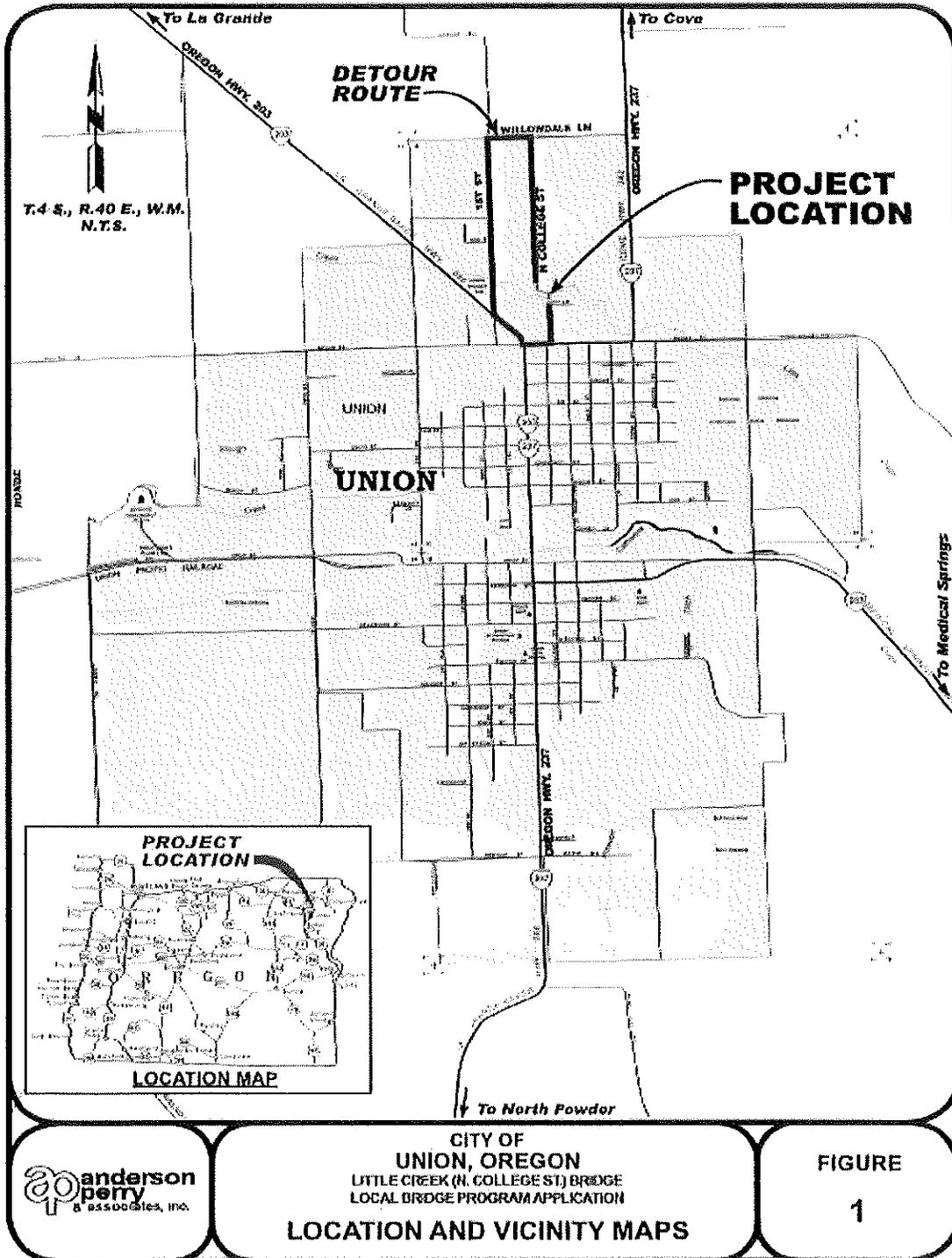
Agency/ODOT
Agreement No.73000-00036400

EXHIBIT A – Project Location Map

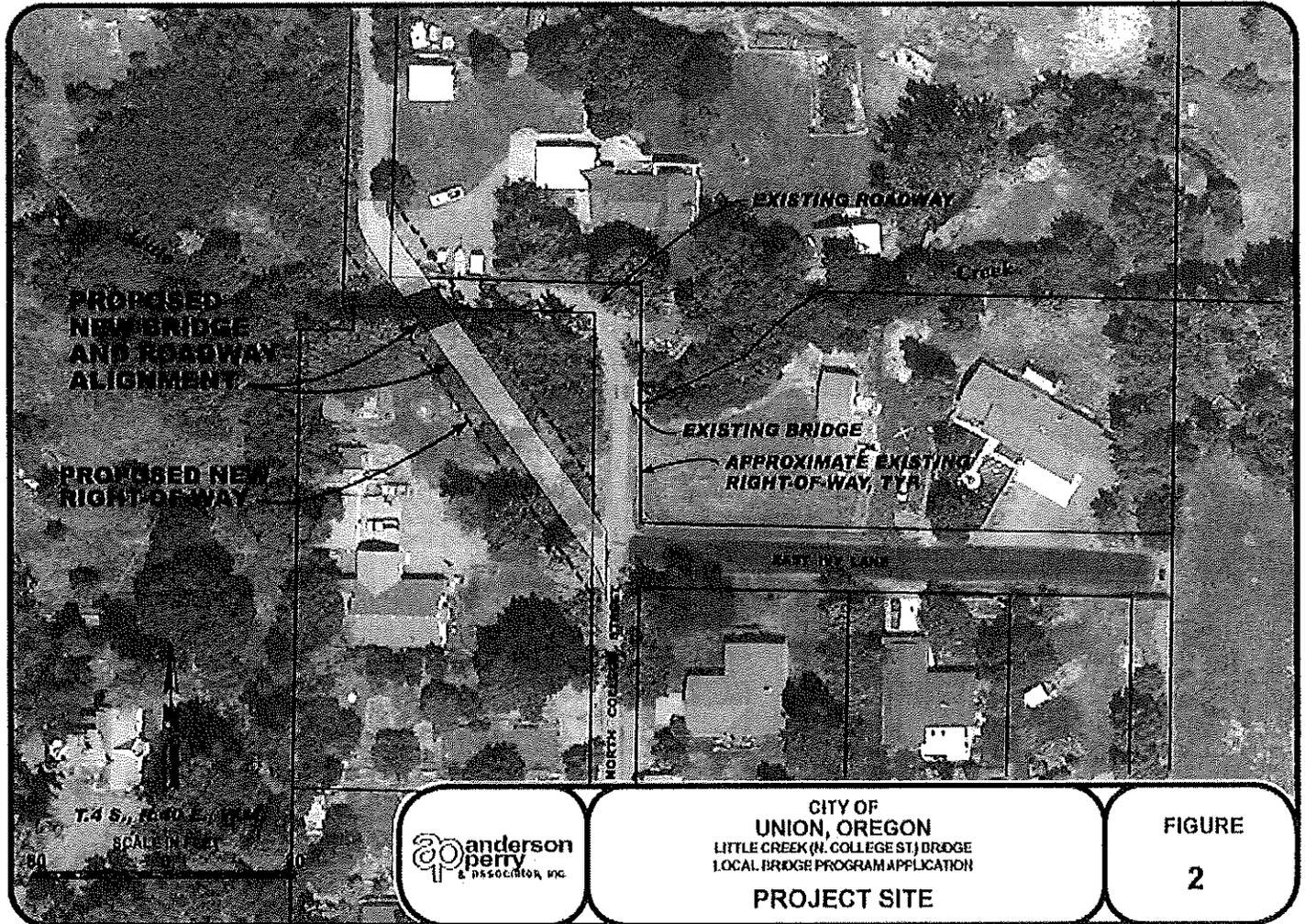
Agency/ODOT
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Agency/ODOT
Agreement No.73000-00036400



Agency/ODOT
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ATTACHMENT NO. 1 to AGREEMENT NO. 73000-36400
SPECIAL PROVISIONS

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

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ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

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

PROJECT FUNDING REQUEST

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

FINANCE

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

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

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

DESIGN STANDARDS

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

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

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

PRELIMINARY & CONSTRUCTION ENGINEERING

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

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Disadvantaged Business Enterprises (DBE) Obligations

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

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

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

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

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.

28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.

29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.

30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

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

RAILROADS

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

UTILITIES

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

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

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

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CONTRIBUTION

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

ALTERNATIVE DISPUTE RESOLUTION

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

WORKERS' COMPENSATION COVERAGE

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

Agency/State
Agreement No.

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

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

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

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

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

Misc. Contracts and Agreements
No. 73000-00036400-01

A136-G0092418

AMENDMENT NUMBER 01
ODOT Delivered Federal Project
Project Name: N. College Street: Little Creek Bridge #61074 (Union County)
Key Number: 22018

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," or "ODOT," and CITY OF UNION, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on September 23, 2024, and Amendment Number.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add additional funding of \$75,000 for Right of Way (ROW) acquisition and \$300,000 for Preliminary Engineering.

Effective Date. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

1. **Amendment to Agreement.** (Additions are shown in *italics* and underlined, deletions are shown as ~~strikethrough~~):

Terms of Agreement, Paragraph 3.a, Page 2 which reads:

3. Project Costs and Funding.

- a. The total Project cost is estimated at ~~\$2,990,304.00~~ \$3,365,304.00 which is subject to change. Federal funds for this Project shall be limited to \$ ~~2,683,199.78~~ \$3,011,947.08 based on the 89.73 percent reimbursement ratio and STIP cycle. The Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match ~~\$307,104.22~~ \$345,616.72 for all eligible costs. Any unused funds obligated to this Project will not be paid out by State and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

Terms of Agreement, Paragraph 3.d, Page 2 which reads:

- d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.

State/Agency
Agreement No. 73000-00036400-01

Attachment No. 1 Special Provisions, Page 12, insert new Paragraphs 4 and 5, to read as follows:

4. State will purchase right of way in State's name. Upon completion of the Project, State and Agency agree that any right of way purchased outside of State jurisdiction will be transferred to Agency. Agency agrees to take title to the property and shall maintain the property pursuant to this Agreement. Agency shall use the property for public road purposes. If the property is no longer used for public road purposes, it shall revert to State.
5. To reflect the changes made to 23 U.S.C. 102 by the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58), Paragraph 11.b. of Attachment No. 2 Federal Standard Provisions is deleted in its entirety.
2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
4. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

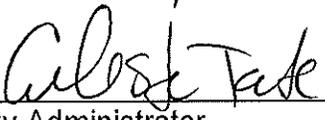
This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22018) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

State/Agency
Agreement No. 73000-00036400-01

CITY OF UNION, by and through its
elected officials

By 
Mayor

Date 5/28/2025

By 
City Administrator

Date 5/27/25

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

By _____
Agency Counsel

Date _____

Agency Contact:

Celeste Tate, City Administrator
City of Union
342 S. Main St. PO Box 529
Union, Oregon, 97883
(541) 562-5197
CelesteTate@cityofunion.com

State Contact:

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

STATE OF OREGON, by and through
its Department of Transportation

By 
Kenneth PATTERSON (Jul 22, 2025 16:21 PDT)
Region 5 Manager

Date 07/22/2025

APPROVAL RECOMMENDED

By 
Raymond BOTTENBERG (Jul 22, 2025 16:09 PDT)
State Bridge Engineer

Date 07/22/2025

By 
Georgine GLEASON (Jun 26, 2025 13:37 PDT)
State Right of Way Manager

Date 06/26/2025

By 
Region 5 Right of Way Manager

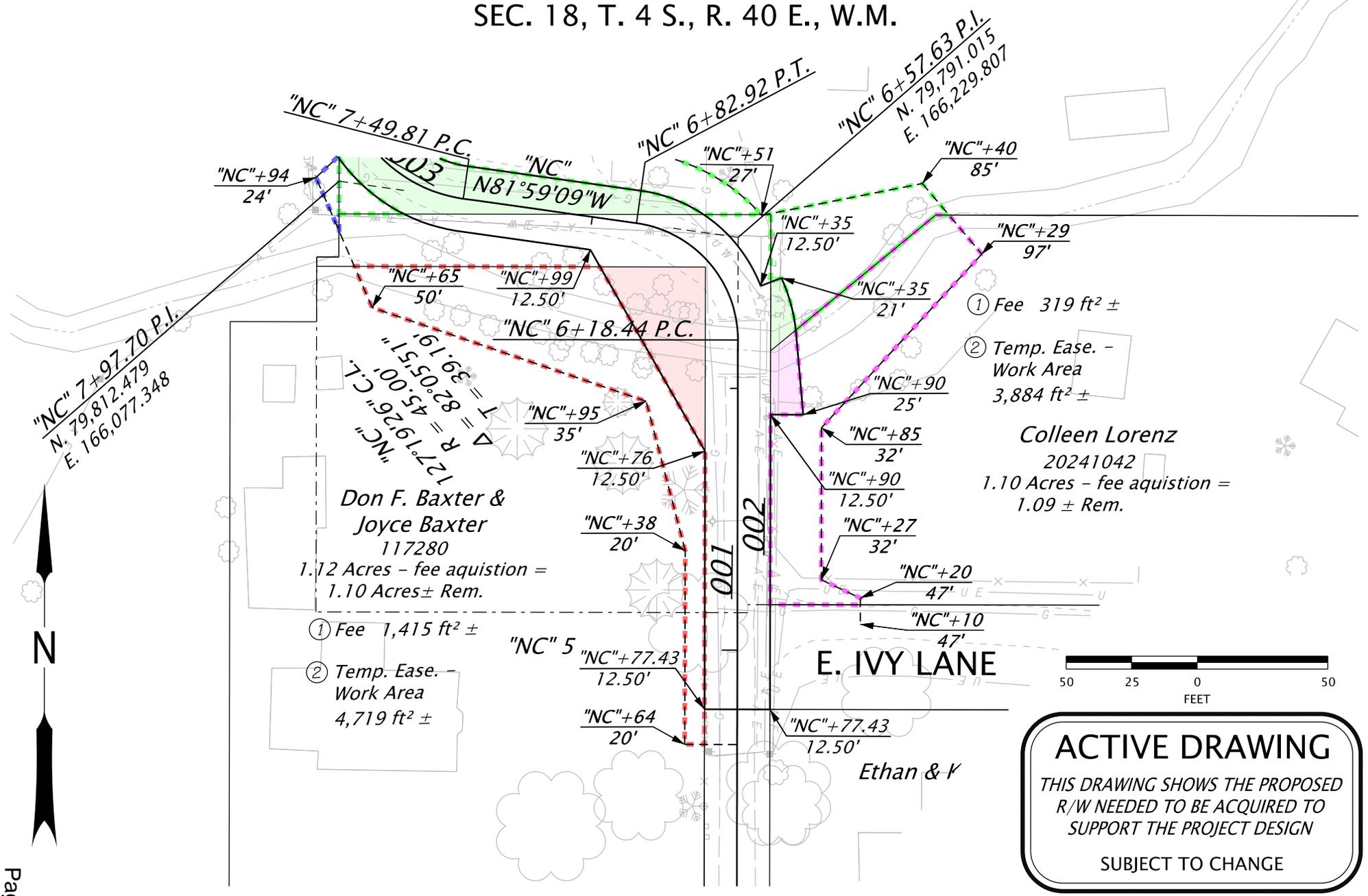
Date 06/26/2025

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Karen Clevering via email
Assistant Attorney General

Date: May 15, 2025

SEC. 18, T. 4 S., R. 40 E., W.M.

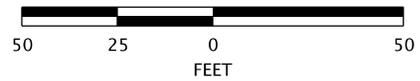


- ① Fee 319 ft² ±
- ② Temp. Ease. - Work Area 3,884 ft² ±

Colleen Lorenz
 20241042
 1.10 Acres - fee aquisition =
 1.09 ± Rem.

Don F. Baxter & Joyce Baxter
 117280
 1.12 Acres - fee aquisition =
 1.10 Acres ± Rem.

- ① Fee 1,415 ft² ±
- ② Temp. Ease. Work Area 4,719 ft² ±



ACTIVE DRAWING
 THIS DRAWING SHOWS THE PROPOSED R/W NEEDED TO BE ACQUIRED TO SUPPORT THE PROJECT DESIGN
 SUBJECT TO CHANGE

<p>OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP</p>	SECTION	N. COLLEGE STREET: LITTLE CREEK BRIDGE (UNION)	SCALE	1" = 50'
	HIGHWAY	N. COLLEGE STREET	DATE	AUGUST, 2025
	COUNTY	UNION	FILE	001 & 002
	PURPOSE	FEE & T.E. - WORK AREA	SEE DRAWING RWXXXXM	

SEC. 18, T. 4 S., R. 40 E., W.M.

ACTIVE DRAWING

THIS DRAWING SHOWS THE PROPOSED R/W NEEDED TO BE ACQUIRED TO SUPPORT THE PROJECT DESIGN

SUBJECT TO CHANGE



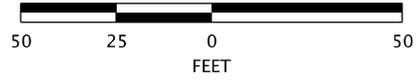
Samuel Craig Clack, etal
 20092244 "NC" 8+28.61 P.T.
 1.84 Acres - fee aquisition = 1.81 Acres ± Rem.

- ① Fee 1,138 ft² ±
- ② Temp. Ease. - Work Area 127 ft² ±

Willard G. Bertrand, ETUX
 130793
 4.99 Acres - fee aquisition = 4.91 ± Rem.

- ① Fee 3,598 ft² ±
- ② Temp. Ease. - Work Area 4,384 ft² ±

"NC" 7+97.70 P.I.
 N. 79,812.479
 E. 166,077.348



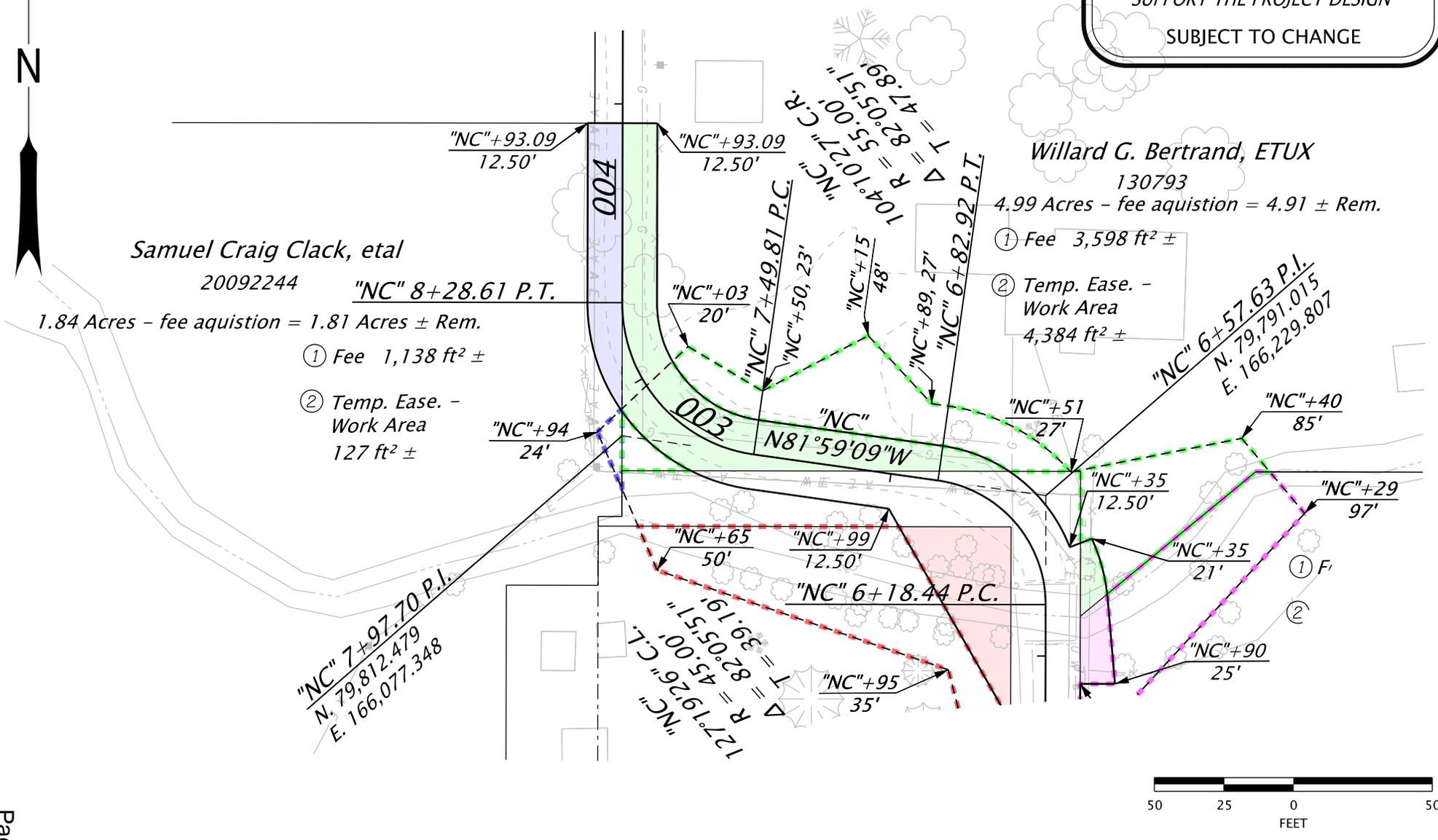
OREGON DEPARTMENT OF TRANSPORTATION



RIGHT OF WAY ENGINEERING SKETCH MAP

SECTION	N. COLLEGE STREET: LITTLE CREEK BRIDGE (UNION)
HIGHWAY	N. COLLEGE STREET
COUNTY	UNION
PURPOSE	FEE & T.E. - WORK AREA

SCALE	1" = 50'
DATE	AUGUST, 2025
FILE	003 & 004
SEE DRAWING RWXXXXM	



**CITY OF UNION
RESOLUTION NO. 2025-08**

**EXHIBIT B
RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services**

WHEREAS the City of Union may exercise the power of eminent domain pursuant to the City of Union Charter and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the City of Union's City Council to accomplish public purposes for which the City of Union has responsibility;

WHEREAS the City of Union has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

WHEREAS the project or projects known as N. College Street: Little Creek Bridge #61074 have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A" attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by the City of Union City Council, in regular assembly;

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The Oregon Department of Transportation and the Attorney General are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the City of Union City Council.

4. The City of Union expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this _____ day of _____, 20__

ATTEST:

APPROVED:

Celeste Tate – City Administrator
City of Union

Susan Hawkins – Mayor
City of Union

Please wait...

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AMENDMENT NUMBER 02
ODOT Delivered Federal Project
Project Name: N. College Street: Little Creek Bridge #61074 (Union County)
Key Number: 22018

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," or "ODOT," and CITY OF UNION, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on September 23, 2024, and amendment No. 01 on July 22, 2025.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add additional funding of \$20,000 for Right of Way (ROW) acquisition and corrected funding calculations for project costs and funding in Amendment No. 01.

Effective Date. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

1. **Amendment to Agreement.** (Additions are shown in *italics* and underlined, deletions are shown as ~~strikethrough~~):

Terms of Agreement, Paragraph 3.a, Page 2 which reads:

3. Project Costs and Funding.

- a. The total Project cost is estimated at ~~\$3,365,304.00~~ *\$3,385,304.00* which is subject to change. Federal funds for this Project shall be limited to ~~\$3,011,947.08~~ *\$3,037,633.28* based on the 89.73 percent reimbursement ratio and STIP cycle. The Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match ~~\$345,616.72~~ *\$347,670.72* for all eligible costs. Any unused funds obligated to this Project will not be paid out by State and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies

State/Agency
Agreement No. 73000-00036400-02

that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

4. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

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

State/Agency
Agreement No. 73000-00036400-02

CITY OF UNION, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Administrator

Date _____

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

By _____
Agency Counsel

Date _____

Agency Contact:

Celeste Tate, City Administrator
City of Union
342 S. Main St. PO Box 529
Union, Oregon, 97883
(541) 562-5197
CelesteTate@cityofunion.com

State Contact:

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

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 5 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Bridge Engineer

Date _____

By _____
State Right of Way Manager

Date _____

By _____
Region 5 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Karen E. Clevering via email
Assistant Attorney General

Date: August 11, 2025



MINUTES

City Council Meeting

7:00 PM - Monday, August 11, 2025

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

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 August 11th, at 7:00 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. CORRESPONDENCE PERTINENT TO AGENDA BUSINESS ITEMS:

a) Sheriff's Monthly Report

Sheriff Cody Bowen reviewed the monthly sheriff's report as Deputy Butcher had other commitments. Sheriff Bowen encouraged folks that if there is an aggressive deer, to call the sheriff's office and report it. If it is a deer that is an immediate threat to safety, they will dispatch that deer immediately and take it to ODFW where they will do that process. Sheriff Bowen reviewed the report along with the summary on traffic citations, warning, arrests and calls for service. He explained the meaning of various terms used in the report such as "ATL" and "OPS". He also discussed recent scams including a gold scam and a scam involving grandchildren being in jail, advising residents to be cautious.

b) Administrator Tate mentions receiving a letter about aggressive deer within city limits and updates council on the city's efforts with ODFW. Council asks whether the aggressive deer are in the same area of town. Administrator Tate confirms that there are at least three aggressive deer, one of which attacked a person and another that went after a dog. Council shares their experiences

with deer approaching them on their porches and property.

3. OLD BUSINESS:

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

a) Electricity Franchise

Mayor Hawkins opened public comment on this topic and Willard Bertrand expressed concerns about the city's process for notifying the public about changes affecting city law.

Council discussed the need for a second reading of the electricity franchise agreement and the timeline for OTEC to review it. Administrator Tate provided a detailed explanation of the proposed franchise agreement, including its terms, conditions, and financial impact. Council chose to postpone the vote on the franchise agreement to the next meeting for further review and to allow time for OTEC's review.

4. NEW BUSINESS:

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

a) 299 HWY 203 Ranger Station

Administrator Tate presented the bids for electrical, plumbing, and HVAC work at the Ranger Station, recommending Fox Electric, Daggett Plumbing, and All Air. The council discussed the details of each bid, including costs, inclusions, potential additional expenses and timeline for work to begin.

Willard Bertrand provided public comment and recommend that the city get out of the business of renting the ranger station buildings, that it is not close to the initial intention of this donation. He also questioned whether the appropriation for developing the rental are in the budget.

Councilor Boyer-Davis made a motion to accept the bids from Fox Electric, Daggett Plumbing, and All Air. Motion was seconded by Councilor Black. Motion passed unanimously.

b) College Street Bridge

This item was removed from the agenda

5. CONSENT AGENDA:

Councilor Boyer-Davis made a motion to approve the consent agenda with a correction to the minutes for the July 14th City Council meeting. Under the section 6(g) Library Board. Where it says "wood floors replacement" it should say "wood floor repairs". Motion was seconded by Councilor Seale. Motion carried unanimously.

5.1. BUSINESS/SPECIAL MEETING MINUTES

5.1.1. July 14th, 2025 City Council Meeting

5.2. WORK SESSION MINUTES

5.2.1. July 14th, 2025 Work Session

5.2.2. July 28th, 2025 Work Session

5.3. INFORMATION REPORTS

5.3.1. Ordinance Enforcement Monthly Report

Administrator Tate updated the council on the status of ordinance enforcement, including the 5th and Arch Street property with campers and the 865 North 2nd Street property owned by the county. The council discussed the challenges of removing campers and the legal process involved. Administrator Tate mentioned the need for ongoing ordinance enforcement and the potential for additional training for city staff.

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

The group submitted their proposed changes to Administrator Tate who is working with the attorney and also has been putting proposed changes in the newsletter each month.

b) Water Sewer Committee

The next meeting will not be until December or January.

c) Zoning Committee

Councilor Cox is working on a map so that the committee can propose edits and be able to see on paper what they are trying to accomplish and will bring that to council at a future meeting.

d) Streets Committee

The streets committee has not met.

e) Historic Preservation Commission

Administrator Tate said that the next meeting is on the 27th and that there is an update in her report.

f) Planning Commission

Administrator Tate said the next meeting is on the 20th and that there are several applications to review related to conditional use permits, variances, and a potential zone change. She also mentioned there is still one vacancy on the Planning Commission.

g) Library Board

Councilor Boyer-Davis said that the Library Board will be meeting next Thursday on the 21st.

h) Trails Workgroup

This group has not met.

i) Buffalo Flats Project

Administrator Tate said that there is an update in her report. She said that she received the 100% design packet and that she completed a revised floodplain permit application and sent it to the Union County Soil and Water Conservation District, had a follow-up meeting with Jim and Aaron as they had some questions and Tate answered those and is waiting on them to turn in the application. Tate also said she had a phone call with FEMA regarding the project as the UCSWCD had contacted them on questions regarding the ability of the city to require things in our application that they don't require and FEMA responded that yes we are able to do that.

j) Main Street Union

The next meeting is on August 13th.

k) Fire/EMS Board

Councilor Seale said she attended and that the Board has taking things over and the \$10 has come off the water and sewer bills.

7. CITY ADMINISTRATOR / PUBLIC WORKS REPORT:

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

Administrator Tate reminded council about the training coming up in Boardman and asked council to let her know if they want to attend. Councilor Cox, Black and Seale said they would like to attend the same training when it is held online and Councilor George said he would be attending the same training when it is held in Lincoln City.

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.

Kathy Valentine came forward to speak of her experience the last 8 years with the residents of 735 Arch Street as well as 746 Arch Street. She said that when Norm Gould passed away at 735 Arch street and his widow Rose was not able to stay in the house, that Misty and Kelly obtained access to the house and trash it. She spoke of 746 Arch street as well and that Misty and Kelly have had about 12 travel trailers there and have had people living in the trailers in the summertime. She spoke of the abandoned vehicles on the property as well. She spoke of residents ability to sue council members for not doing their jobs, that residents have a financial burden from the fire and Misty and Kelly don't have any insurance. She said that if the city does not put any teeth into the city Ordinances, that you might as well not have them.

Kris Grubb spoke about her property damage from the fire, that they have a claim on their insurance but will have to pay a deductible and depreciation. She said that the city's reluctance to enforce their codes means there is some culpability on the city's part for their financial loss. She said Misty and Kelly have no insurance, her and her neighbor's property values have been affected by the trailers on the corner and the smell from the manure is bad as well. She said she understands the cost of abatement but that the city needs to put some teeth into their Ordinances as it is affected her and her neighbors.

Willard Bertrand said that the City of Union municipal court should very seriously look into contempt of court which is an arrestable offense. He said those that are abusing their private citizen rights to the harm of their neighbors, barking dogs, junk in their yard. The city needs to not only go after those that comply, the city needs to go after those that don't comply and put some teeth into your municipal court. He said the city can condemn properties, can restrict water access, and can do things that make access to their property more difficult.

9. UPCOMING MEETINGS AND SUGGESTIONS:

- a) August 13th, 2025 Main Street Union Meeting @ 6PM at 156 S Main Street
- b) August 19th, 2025 - Union Rural Fire Protection District Board Meeting @ 7PM at 570 E Beackman Street
- c) August 20th, 2025 - Charter Committee @ 10AM
- d) August 20th, 2025 - Planning Commission @ 6PM
- e) August 21st, 2025 - City of Union Library Board @ 9AM at 182 N Main Street
- f) August 23rd, 2025 - Zoning Committee @ 9AM
- g) August 23rd, 2025 - Streets Committee @ 10AM

- h) August 25th, 2025 Council Work Session @ 6PM
- i) August 27th, 2025 - Historic Preservation Commission @ 6PM
- j) September 3rd, 2025 - Charter Committee @ 10AM
- k) September 8th, 2025 - Council Work Session @ 6PM
- l) September 8th, 2025 - Council Business Meeting @ 7PM

10. ADJOURNMENT:

This meeting was adjourned at 8:50PM

Mayor

City Administrator



MINUTES

Council Special Meeting/Executive Session Meeting

5:30 PM - Monday, August 25, 2025

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

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 August 25th, 2025, at 5:30 PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

PRESENT:

Susan Hawkins, Kori Cox, Anita Boyer-Davis, Donald George and Trisha Seale

ABSENT WITH CONSENT:

John Black and Dick Middleton

ABSENT WITHOUT CONSENT:

2. ADJOURN TO EXECUTIVE SESSION:

a) Notice of Special Meeting - Executive Session

The City of Union City Council will hold an Executive Session on August 25, 2025 at 5:30 PM at City Hall, Leonard Almquist Chambers, 342 S. Main St., Union, OR 97883.

The Executive Session is being held to consider information or records that are exempt by law from public inspection pursuant to ORS 192.660(2)(f) and to consult with counsel concerning the rights and duties of a public body with regard to current litigation or litigation that is likely to be filed pursuant ORS 192.660(2)(h).

The Council will come out of Executive Session to take final action if necessary.

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the public are prohibited from attending.

Representatives of the news media are specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects except to state the general subject of the session as previously announced. No final decisions may be made in Executive Session

Council moved into Executive Session at 5:33PM

3. RECONVENE SPECIAL MEETING:

Executive Session was adjourned and Special Meeting reconvened at 6:05 PM. No decisions were made.

4. ADJOURNMENT:

This meeting was adjourned at 6:07 PM

Mayor

City Administrator



MINUTES

Council Work Session Meeting

6:00 PM - Monday, August 11, 2025

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

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 August 11, 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) Historic Preservation Commission Applicants and recent appointee introduction

Applicants to the Historic Commission Jesse-Tyler Troutman, Stephen Wadner, and Terra Richter were invited to come to the work session to introduce themselves, share their background and interest in serving on the commission. Council also asked each applicant of their willingness to serve for the duration of their term to which each applicant responded that they were. Applicant Suzanne Nekraszewicz who was recently appointed back in July also came to introduce herself to council and give a little bit about her back ground.

- b) Ordinance 574 - Electricity Franchise Agreement

Administrator Tate explained the need for the new Ordinance 574 to replace 549 which is outdated and expiring. Administrator Tate highlighted the changes in the new Ordinance including definitions of gross revenue and right of way.

The new ordinance includes provisions for city regulatory authority, insurance, termination and enforcement. Administrator Tate explained the need for the new ordinance to cover all aspects of the franchise agreement includes vegetation management and emergency repair service. Administrator Tate mentioned the extension of the current agreement until a new one is in place. Council commented on the thoroughness of the ordinance and its readability. Council raised a concern about the removal of wires and equipment from homes in regards to the cable and satellite services. Administrator Tate agreed that language should be added to those franchise agreements in the future to address that.

c) City of Union Fee Schedule

This topic was deferred

4. COMMITTEE DISCUSSIONS:

5. ORDINANCE/CHARTER REVIEW:

6. OTHER:

7. ADJOURNMENT:

This meeting was adjourned at 6:36 PM

Mayor

City Administrator



MINUTES

Council Work Session Meeting

6:00 PM - Monday, August 25, 2025

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

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 August 25, 2025, at 6:12 PM, in the Leonard Almquist Council Chambers, 342 S. Main St, Union, OR 97883, with the following members present:

PRESENT:

Susan Hawkins, Donald George, Trisha Seale, Anita Boyer-Davis, Kori Cox and Dick Middleton

ABSENT WITH CONSENT:

John Black

ABSENT WITHOUT CONSENT:

2. PRESENTATIONS:

3. UPCOMING BUSINESS DISCUSSIONS:

- a) College Street Bridge
 - Right-of-Way Services Agreement
 - Project Change Request to increase budget for ROW acquisition
 - Contract Amendment with increased budget for ROW acquisition
 - Design Alternatives showing Box Culvert best option with least impacts to ROW

Michelle Owen from ODOT Region Five explained the project's progress, including the design phase and the need for temporary and permanent easements. The project's right-of-way acquisition cost is estimated at \$95,000, up from \$75,000 initially. The right of way services agreement requires DOJ approval for a hazmat language change. The project will acquire permanent easements and temporary easements. The sketch map was reviewed which shows the parcels impacted by the project, with solid colored areas indicating

permanent acquisitions and dotted lines indicating temporary easements. The project will acquire the roadway as public right of way, which will be dedicated back to the city after the project is completed. Ms. Owen went over the process of acquisition which includes an appraisal process. The appraisal process determines the value of the land, and the right of way services agent works with property owners to accommodate their concerns and pay them for the property. The bulk of the permanent acquisition is the roadway that is already being used, but it must be acquired as public right of way for federal dollars. The sketch maps show the square footage or acreage for each parcel, and the resolution will include this information. Ms. Owen discussed the alternatives considered for the project, including a pre-stressed slab, a pre-stressed slab with sheet pile walls, and a culvert. The culvert was chosen as the low-cost option that best fits the community's needs. A type, size, and location meeting was held to discuss the project, and the bridge designer presented the options considered. The meeting included discussions on the installation time, in-water work windows, and other considerations. Council members asked questions about the temporary easements, property acquisition, and the design of the culvert. Ms. Owen clarified that the temporary easements allow for the project to be completed, and specific trees or vegetation will be discussed with property owners. The culvert will be pre-cast with a bottom and string bed material, and asphalt will be placed over the top. The council discussed the importance of transparency and fairness in property acquisition.

4. COMMITTEE DISCUSSIONS:

5. ORDINANCE/CHARTER REVIEW:

6. OTHER:

7. ADJOURNMENT:

This meeting was adjourned at 6:51 PM

Mayor

City Administrator



Memorandum

Subject: Animal Officer Monthly Report
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Celeste Tate, Administrator

ATTACHED:
[August 2025](#)

Union Animal Enforcement Hours—August 2025

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

HOURS: 2

Calls for Service: 1

Dog at large: 0

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

Dog Bites: 1

Barking Dog: 0

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

Animal Abuse/Neglect: 0

Other: See below*

Activities Included:

General patrol including previously reported problem areas
Follow up done as needed throughout the month
Report of a dog bite, AEO Responded, report taken and follow up



Memorandum

Subject: Library Monthly Report
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Tiffany Derichsweiler, Library Lead

ATTACHED:
[August 2025](#)

August Monthly Report 2025

	Statistics	
	This Year	Last Year
Patron Count	690	1010
Circulation Count:	1024	1163
Adult	493	495
Children	531	641
Audios	73	98
Videos	162	193
Music CD's	0	0
Materials Added	9	65
Reference Questions	84	5
Programs for Patrons	6	19
Participants	48	268
Computer Usage	1317984	1670668
New Patrons	11	5
ILL Requests		334
Notary	3	4

Events and Additions:

Summer reading program is complete & normal storytime schedule has resumed.

I have reached out to EOU Head Start & Union SD to schedule specialized story times.

J-fic, adult fic, large print, & paperbacks weeded

2026 Summer Reading Program grant application complete.

55 adults & 175 children signed up for the summer reading program.

SRP August 2025	Attendance	SRP August 2024	Attendance
Sucker Ring Toss	10	Cupcake Walk	13
Cosplay Horns 2	3	Youth Book Club	3
Ping Pong Shooters	3	Soap Carving	15
Ping Pong Shooters (scho	8	Ecy Dye Silk	5
Basketball	10	Weaving	9
		Salmon Life Cycle	5
		Costume Contest	19
		Youth Book Club	0
		Dragon Puppet Theater	134
		Animals on the Move	10
		Kintsugi	8
		Bubbles	10
		Traveling Treasure Trunk	14
		Youth Book Club	0
		TP Animals	15
		Youth Book Club	0
		Youth Book Club	0

SRP August 2023	Attendance	SRP August 2022	Attendance
Stained Glass Coloring	19	Suncatchers	37
Chalk Art	14	Binoculars	34
Book Character Costume Contest	29	Orienteering	40
Tai Chi	5	Museum	37
Dog Pawty	16		
Butterfly Symmetry	9		
Intro to Genealogy I	3		
Tree bio	23		
Constellation Play Doh	22		
Parachute	26		
Tai Chi	5		
Dragon Puppet Theater	150		
Skeleton Race	6		
Intro to Genealogy II	2		
Airplanes	11		
Tai Chi	5		
Movie in the Park	56		
Intro to Genealogy III	4		
Tai Chi	5		
Avella Orchard Tour			
Intro to Genealogy IV	canceled		

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 app

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

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

appropriate for any age group or multiple age groups

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

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

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

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

· 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 hu

nts



Memorandum

Subject: Office Manager Report
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Laura Dodds, Office Manager

ATTACHED:

[AP's August 2025](#)

[Office Manager Report August 2025](#)

City of Union
Council Approval Report
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Anderson-Perry & Associates, PO Box 1107, La Grande, OR, 97850	2	08/05/25	engineering	08/08/25	\$2,240.00	\$2,240.00	300-300-5202120	Engineering	\$17,062.00	\$14,944.50
	81115					\$2,240.00				
Avista, 1411 E. Mission Ave, Spokane, WA, 99252-0001	4	08/05/25	city hall	08/08/25	\$7.01	\$7.01	100-110-5202501	Heat	\$1,300.00	\$1,300.00
	July '25	08/05/25	city hall	08/08/25	\$7.01	\$7.01	200-200-5202501	Heat	\$4,000.00	\$4,000.00
	July '25	08/05/25	city hall	08/08/25	\$7.01	\$7.01	300-300-5202501	Heat	\$4,000.00	\$4,000.00
	July '25	08/05/25	treatment plant	08/08/25	\$19.38	\$19.38	300-300-5202501	Heat	\$4,000.00	\$4,000.00
	July '25	08/05/25	treatment plant	08/08/25	\$47.08	\$47.08	300-300-5202501	Heat	\$4,000.00	\$4,000.00
	July '25	08/05/25	library	08/08/25	\$19.49	\$19.49	600-600-5202501	Heat	\$2,500.00	\$2,500.00
	July '25	08/05/25	ranger station	08/08/25	\$28.28	\$28.28	800-800-5202501	Heat	\$2,204.00	\$2,204.00
	July '25	08/05/25	ranger station	08/08/25	\$15.51	\$15.51	800-800-5202501	Heat	\$2,204.00	\$2,204.00
						\$150.77				
Badger Meter, Box 88223, Milwaukee, WI, 53288-0223	150	08/05/25	mobile hosting yearly service license agreement	08/08/25	\$979.44	\$979.44	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
	80201608	08/05/25	mobile hosting/meter reading/monthly fee	08/08/25	\$79.44	\$79.44	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
	80204607	08/05/25				\$1,058.88				
Baird, Lori, PO Box 676, Union, OR, 97883	547	08/05/25	ranger station manager/contract services	08/08/25	\$2,685.31	\$2,685.31	800-800-5202190	Contract Services	\$23,879.00	\$21,210.32
	Inv 07-2025					\$2,685.31				
Baum Smith LLC, PO Box 967, La Grande, OR, 97850	90	08/05/25	municipal judge quarterly fee	08/08/25	\$250.00	\$250.00	100-140-5202190	Contract Services	\$2,000.00	\$2,000.00
	37898					\$250.00				
Box R Water Analysis Lab, 567 N.W. 2nd Street, Prineville, OR, 97754	41	08/05/25	routine water testing	08/08/25	\$51.00	\$51.00	200-200-5202270	Water Testing	\$5,000.00	\$5,000.00
	X062789					\$51.00				
Boyer-Davis, Anita, 277 W Bryan, Union, OR, 97883	450	08/05/25	contract services	08/08/25	\$180.00	\$180.00	100-110-5202190	Contract Services	\$7,500.00	\$7,196.29
	July '25	08/05/25	contract services	08/08/25	\$180.00	\$180.00	600-600-5202190	Contract Services	\$51,700.00	\$51,700.00
	July '25	08/05/25	contract services	08/08/25		\$360.00				
Charter Communications, PO Box 7173, Pasadena, CA, 91109-7173	6	08/05/25	internet	08/08/25	\$149.99	\$149.99	600-600-5203800	IT/Computer/Software	\$6,076.00	\$5,771.01
	Aug '25					\$149.99				
Eagle Office Supplies, 1701 Adams Ave, La Grande, OR, 97850	9	08/05/25	copy contract	08/08/25	\$29.94	\$29.94	100-110-5202190	Contract Services	\$7,500.00	\$7,196.29
	95729	08/05/25	copy contract	08/08/25	\$14.99	\$14.99	100-160-5202190	Contract Services	\$1,000.00	\$985.02
	95729	08/05/25	copy contract	08/08/25	\$44.96	\$44.96	200-200-5202190	Contract Services	\$5,000.00	\$4,936.58

Council Approval Report
(Council Approval Report)

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	95729	08/05/25	copy contract	08/08/25	\$44.96	\$44.96	300-300-5202190	Contract Services	\$7,000.00	\$6,936.58
	95729	08/05/25	copy contract	08/08/25	\$14.99	\$14.99	800-800-5202190	Contract Services	\$23,879.00	\$21,210.32
						\$149.84				
34	Fastenal, PO Box 1286, Winona, MN, 55987	08/05/25	park supplies	08/08/25	\$178.78	\$178.78	100-130-5202181	Supplies (Janitorial & Op	\$4,000.00	\$3,838.27
	ORLAG141164					\$178.78				
233	Hampton's Inc. dba Roger's Asphalt Paving, PO Box K, La Grande, OR, 97850	08/05/25	crack seal/treatment plant	08/08/25	\$200.00	\$3,000.00	300-300-5202820	Maintenance (Building &	\$3,500.00	\$3,500.00
5978		08/05/25	crack seal/Fulton street	08/08/25	\$2,999.00		500-500-5203000	Street Repairs	\$50,000.00	\$46,546.02
						\$3,000.00				
10	Hometown Hardware, PO Box 1024, Union, OR, 97883	08/05/25	park dept supplies	08/08/25	\$30.00	\$30.00	100-130-5202181	Supplies (Janitorial & Op	\$4,000.00	\$3,838.27
61620		08/05/25	water dept supplies	08/08/25	\$141.45	\$141.45	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
62131		08/05/25	sewer dept supplies	08/08/25	\$63.75	\$63.75	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
61633		08/05/25	streets supplies	08/08/25	\$109.25	\$109.25	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,300.00
60434						\$344.45				
11	KIE Supply, 113 E. Columbia Dr., Kennewick, WA, 99335	08/05/25	camera line conduit for park cameras	08/08/25	\$169.45	\$169.45	100-130-5202800	Improvements	\$4,000.00	\$4,000.00
	4189035					\$169.45				
46	LEAF, PO Box 5066, Hartford, CT, 06102-5066	08/05/25	contract services	08/08/25	\$32.96	\$32.96	100-110-5202190	Contract Services	\$7,500.00	\$7,196.29
18730467		08/05/25	contract services	08/08/25	\$16.47	\$16.47	100-160-5202190	Contract Services	\$1,000.00	\$985.02
18730467		08/05/25	contract services	08/08/25	\$49.44	\$49.44	200-200-5202190	Contract Services	\$5,000.00	\$4,936.58
18730467		08/05/25	contract services	08/08/25	\$49.44	\$49.44	300-300-5202190	Contract Services	\$7,000.00	\$6,936.58
18730467		08/05/25	contract services	08/08/25	\$16.47	\$16.47	800-800-5202190	Contract Services	\$23,879.00	\$21,210.32
						\$164.78				
215	Mid-American Research Chemical, PO Box 927, Columbus, NE, 68602-0927	08/05/25	treatment plant operating supplies	08/08/25	\$4,335.31	\$4,335.31	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
	054584-IN					\$4,335.31				
271	Old West Federal Credit Union, PO Box 2711, Omaha, NE, 68103-2711	08/05/25	rackspace email services/monthly	08/08/25	\$128.88	\$128.88	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
July '25		08/05/25	cash back rewards	08/08/25	(\$1.60)	(\$1.60)	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
July '25		08/05/25	other program/monthly	08/08/25	\$60.00	\$60.00	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
July '25		08/05/25	gift cert/newsletter contest	08/08/25	\$20.00	\$20.00	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
July '25		08/05/25	adobe program fee/monthly	08/08/25	\$23.99	\$23.99	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
July '25		08/05/25	cash back rewards	08/08/25	(\$16.13)	(\$16.13)	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
July '25		08/05/25	refund on food/clean up day	08/08/25	(\$148.00)	(\$148.00)	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79

Council Approval Report
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	July '25	08/08/25	ordinance truck fuel	08/08/25	\$46.25	\$46.25	100-120-5202490	Fuel	\$750.00	\$750.00
	July '25	08/05/25	cash back rewards	08/08/25	(\$12.41)	(\$12.41)	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	July '25	08/05/25	rackspace email services/monthly	08/08/25	\$135.68	\$135.68	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	July '25	08/05/25	batteries/2 pack of 60 volt	08/08/25	\$309.99	\$309.99	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	July '25	08/05/25	rackspace email services/monthly	08/08/25	\$135.68	\$135.68	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
	July '25	08/05/25	DEQ fees	08/08/25	\$1,800.00	\$1,800.00	300-300-5202610	Permits	\$4,298.00	\$4,298.00
	July '25	08/05/25	DEQ service fees	08/08/25	\$41.40	\$41.40	300-300-5202610	Permits	\$4,298.00	\$4,298.00
	July '25	08/05/25	cash back rewards	08/08/25	(\$13.93)	(\$13.93)	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,500.00
	July '25	08/05/25	rackspace email services/monthly	08/08/25	\$21.06	\$21.06	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,500.00
	July '25	08/05/25	library phone service	08/08/25	\$29.97	\$29.97	600-600-5202570	Telephone/Cell	\$1,200.00	\$1,200.00
	July '25	08/05/25	books	08/08/25	\$115.48	\$115.48	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	newspaper subscription	08/08/25	\$182.00	\$182.00	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$29.00	\$29.00	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$34.23	\$34.23	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$32.21	\$32.21	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$25.95	\$25.95	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$17.42	\$17.42	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$85.86	\$85.86	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	books	08/08/25	\$65.91	\$65.91	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,704.95
	July '25	08/05/25	library program supplies	08/08/25	\$21.09	\$21.09	600-600-5203450	Library Programs	\$16,000.00	\$16,000.00
	July '25	08/05/25	library program supplies	08/08/25	\$51.60	\$51.60	600-600-5203450	Library Programs	\$16,000.00	\$16,000.00
	July '25	08/05/25	library program supplies	08/08/25	\$49.00	\$49.00	600-600-5203450	Library Programs	\$16,000.00	\$16,000.00
	July '25	08/05/25	library program supplies	08/08/25	\$1.25	\$1.25	600-600-5203450	Library Programs	\$16,000.00	\$16,000.00
	July '25	08/05/25	library program supplies	08/08/25	\$88.00	\$88.00	600-600-5203450	Library Programs	\$16,000.00	\$16,000.00
						\$3,359.83				
18			One Call Concepts, 7223 Parkway Drive, Ste 210, Hanover, MD, 21076							
5070493		08/05/25	locates/contract services	08/08/25	\$9.24	\$9.24	200-200-5202190	Contract Services	\$5,000.00	\$4,936.58
5070493		08/05/25	locates/contract services	08/08/25	\$9.24	\$9.24	300-300-5202190	Contract Services	\$7,000.00	\$6,936.58
						\$18.48				
17			O'Reilly Enterprises, PO Box 248, Cove, OR, 97824							
732		08/05/25	council chamber uninterrupted power supply	08/08/25	\$314.00	\$314.00	100-110-5203800	IT/Computer/Software	\$13,888.00	\$12,331.68
733		08/05/25	phone system issues	08/08/25	\$100.00	\$100.00	100-110-5203800	IT/Computer/Software	\$13,888.00	\$12,331.68
Aug '25		08/05/25	IT services	08/08/25	\$203.32	\$203.32	100-110-5203800	IT/Computer/Software	\$13,888.00	\$12,331.68
Aug '25		08/05/25	IT services	08/08/25	\$25.00	\$25.00	100-140-5203800	IT/Computer/Software	\$375.00	\$365.00
733		08/05/25	phone system issues	08/08/25	\$125.00	\$125.00	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
734		08/05/25	configure remote internet	08/08/25	\$125.00	\$125.00	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
Aug '25		08/05/25	IT services	08/08/25	\$223.34	\$223.34	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
733		08/05/25	phone system issues	08/08/25	\$125.00	\$125.00	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,513.71
734		08/05/25	configure remote internet	08/08/25	\$125.00	\$125.00	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,513.71
Aug '25		08/05/25	IT services	08/08/25	\$223.34	\$223.34	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,513.71

City of Union
Council Approval Report
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	733	08/05/25	phone system issues	08/08/25	\$25.00	\$25.00	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,549.00
	Aug '25	08/05/25	IT services	08/08/25	\$55.00	\$55.00	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,549.00
	Aug '25	08/05/25	IT services	08/08/25	\$55.00	\$55.00	600-600-5203800	IT/Computer/Software	\$6,076.00	\$5,771.01
	733	08/05/25	phone system issues	08/08/25	\$25.00	\$25.00	800-800-5203800	IT/Computer/Software	\$868.00	\$853.00
	Aug '25	08/05/25	IT services	08/08/25	\$15.00	\$15.00	800-800-5203800	IT/Computer/Software	\$868.00	\$853.00
						\$1,764.00				
	48		OTEC, PO Box 226, Baker City, OR, 97814							
	July '25	08/05/25	city hall	08/08/25	\$84.51	\$84.51	100-110-5202540	Electricity	\$1,000.00	\$1,000.00
	July '25	08/05/25	park path lights	08/08/25	\$105.39	\$105.39	100-130-5202540	Electricity	\$2,000.00	\$2,000.00
	July '25	08/05/25	transfer station	08/08/25	\$49.26	\$49.26	100-150-5202540	Electricity	\$700.00	\$700.00
	July '25	08/05/25	public works shops	08/08/25	\$59.51	\$59.51	200-200-5202540	Electricity	\$35,000.00	\$35,000.00
	July '25	08/05/25	well #2	08/08/25	\$3,259.40	\$3,259.40	200-200-5202540	Electricity	\$35,000.00	\$35,000.00
	July '25	08/05/25	public works shops	08/08/25	\$92.06	\$92.06	200-200-5202540	Electricity	\$35,000.00	\$35,000.00
	July '25	08/05/25	city hall	08/08/25	\$84.52	\$84.52	200-200-5202540	Electricity	\$35,000.00	\$35,000.00
	July '25	08/05/25	well #3	08/08/25	\$245.00	\$245.00	200-200-5202540	Electricity	\$35,000.00	\$35,000.00
	July '25	08/05/25	lift station	08/08/25	\$62.83	\$62.83	300-300-5202540	Electricity	\$36,071.00	\$36,071.00
	July '25	08/05/25	pumphouse	08/08/25	\$2,625.24	\$2,625.24	300-300-5202540	Electricity	\$36,071.00	\$36,071.00
	July '25	08/05/25	treatment plant	08/08/25	\$1,674.78	\$1,674.78	300-300-5202540	Electricity	\$36,071.00	\$36,071.00
	July '25	08/05/25	city hall	08/08/25	\$84.52	\$84.52	300-300-5202540	Electricity	\$36,071.00	\$36,071.00
	July '25	08/05/25	dearborn street lights	08/08/25	\$58.63	\$58.63	500-500-5202540	Electricity	\$27,630.00	\$27,630.00
	July '25	08/05/25	street lights	08/08/25	\$2,469.43	\$2,469.43	500-500-5202540	Electricity	\$27,630.00	\$27,630.00
	July '25	08/05/25	library	08/08/25	\$125.24	\$125.24	600-600-5202540	Electricity	\$3,250.00	\$3,250.00
	July '25	08/05/25	ranger station	08/08/25	\$68.27	\$68.27	800-800-5202540	Electricity	\$2,693.00	\$2,693.00
	July '25	08/05/25	ranger station	08/08/25	\$66.02	\$66.02	800-800-5202540	Electricity	\$2,693.00	\$2,693.00
						\$11,214.61				
	359		Palmer Roofing, PO Box 9, Pendleton, OR, 97801							
	proposal bid Aug '2	08/05/25	city hall roof	08/08/25	\$43,381.00	\$43,381.00	115-000-5403700	City Hall Improvements	\$35,000.00	\$35,000.00
						\$43,381.00				
	22		Quill Corporation, PO Box 37600, Philadelphia, PA, 19101-0600							
	44901331	08/05/25	paper, receipt books, binder clips, markers	08/08/25	\$36.74	\$36.74	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
	44976833	08/05/25	envelopes	08/08/25	\$10.64	\$10.64	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,609.79
	44976833	08/05/25	envelopes	08/08/25	\$10.25	\$10.25	100-120-5202181	Supplies (Janitorial & Op	\$500.00	\$500.00
	44976833	08/05/25	envelopes	08/08/25	\$10.25	\$10.25	100-160-5202181	Supplies (Janitorial & Op	\$200.00	\$200.00
	44901331	08/05/25	paper, receipt books, binder clips, markers	08/08/25	\$64.29	\$64.29	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	44976833	08/05/25	envelopes	08/08/25	\$5.13	\$5.13	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	44901331	08/05/25	paper, receipt books, binder clips, markers	08/08/25	\$64.29	\$64.29	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
	44976833	08/05/25	envelopes	08/08/25	\$5.12	\$5.12	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
	44901331	08/05/25	paper, receipt books, binder clips, markers	08/08/25	\$9.19	\$9.19	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,300.00
	44901331	08/05/25	paper, receipt books, binder clips, markers	08/08/25	\$43.48	\$43.48	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,500.00

City of Injion
Council Approval Report
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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	44901331	08/05/25	paper, receipt books, binder clips, markers	08/08/25	\$9.18	\$9.18	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,636.97
	487	08/05/25	Ron Kringlen Refrigeration LLC, 1605 21st Street, La Grande, OR, 97883	08/08/25	\$525.90	\$525.90	200-200-5202880	Equipment Repair/Maint	\$8,000.00	\$8,000.00
	23088	08/05/25	equip repair/maint							
	132	08/05/25	Sully, P.C, Paige, 213 W Main, Enterprise, OR, 97828	08/08/25	\$967.50	\$967.50	100-110-5202110	Legal/Attorney Services	\$10,000.00	\$10,000.00
	2nd qtr	08/05/25	legal services-administrative	08/08/25	\$1,237.50	\$1,237.50	100-110-5202110	Legal/Attorney Services	\$10,000.00	\$10,000.00
	2nd qtr	08/05/25	legal services-ordinance	08/08/25	\$1,175.00	\$1,175.00	100-160-5202110	Legal/Attorney Services	\$30,000.00	\$30,000.00
	2nd qtr	08/05/25	legal services-planning							
	381	08/05/25	Tactical Business Group, PO Box 788, Medford, OR, 97501	08/08/25	\$120.00	\$120.00	700-720-5205995	Fund Balance Paid Out	\$50,750.00	\$50,558.83
	OR-COU-2025-004	08/05/25	ambulance billing fees June '25							
	14	08/05/25	TAL Building Centers, 203 SE Park Plaza Dr. Suite 250, Vancouver, WA, 98684	08/08/25	\$157.38	\$157.38	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	500-2738570	08/05/25	ranger station proj house #3	08/08/25	\$79.82	\$79.82	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2738560	08/05/25	ranger station proj house #3	08/08/25	\$1,078.87	\$1,078.87	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2739867	08/05/25	ranger station proj house #3	08/08/25	\$54.00	\$54.00	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2753763	08/05/25	ranger station proj house #3	08/08/25	\$129.20	\$129.20	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2756923	08/05/25	ranger station proj house #3	08/08/25	\$165.47	\$165.47	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2812560	08/05/25	ranger station proj house #3	08/08/25	\$8,986.22	\$8,986.22	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2816583	08/05/25	ranger station proj house #3	08/08/25	\$58.06	\$58.06	115-000-5403203	Land/Buildings	\$260,000.00	\$230,000.00
	5006-2816761	08/05/25	ranger station proj house #3	08/08/25	\$3,609.99	\$3,609.99	117-000-5404850	Vehicle/Equipment	\$117,000.00	\$117,000.00
	5006-194596	08/05/25	mower purchase	08/08/25	(\$3,609.99)	(\$3,609.99)	117-000-5404850	Vehicle/Equipment	\$117,000.00	\$117,000.00
	5006-2784301	08/05/25	mower returned	08/08/25	\$3,199.00	\$3,199.00	117-000-5404850	Vehicle/Equipment	\$117,000.00	\$117,000.00
	5006-2735682	08/05/25	water dept supplies	08/08/25	\$198.62	\$198.62	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	5006-2751791	08/05/25	water dept supplies	08/08/25	\$434.78	\$434.78	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	5006-2764701	08/05/25	water dept supplies	08/08/25	\$120.00	\$120.00	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	5006-2777426	08/05/25	water dept supplies	08/08/25	\$233.18	\$233.18	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	5006-2785858	08/05/25	water dept supplies	08/08/25	\$363.44	\$363.44	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	5006-2806516	08/05/25	water dept supplies	08/08/25	\$215.77	\$215.77	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
	553	08/05/25	Timken Motor & Crane Services LLC, Dept. 1234, PO Box 121234, Dallas, TX, 75312-1234	08/08/25	\$1,910.00	\$1,910.00	300-300-5202880	Equipment Repair/Maint	\$15,000.00	\$15,000.00
	77821	08/05/25	align sludge pump motor							
	297	08/05/25	T-Mobile, PO Box 742596, Cincinnati, OH, 45274-2596	08/08/25	\$11.46	\$11.46	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
	August '25	08/05/25	mobile phone/internet	08/08/25	\$11.45	\$11.45	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,513.71
	August '25	08/05/25	mobile phone/internet	08/08/25	\$11.45	\$11.45	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,513.71

City of Union
Council Approval Report
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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	August '25	08/08/25	mobile internet	08/08/25	\$22.31	\$22.31	700-720-5205995	Fund Balance Paid Out	\$50,750.00	\$50,558.83
					\$45.22					
25	T018050	08/05/25	Umpqua Research Co - Table Rock Analytical Lab, PO Box 609, Myrtle Creek, OR, 97457	08/08/25	\$55.00	\$55.00	200-200-5202270	Water Testing	\$5,000.00	\$5,000.00
					\$55.00					
83	Union Market, PO Box 886, Acct #2013, Union, OR, 97883	08/05/25	treatment plant supplies	08/08/25	\$39.77	\$39.77	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
					\$12.99	\$12.99	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$38,769.41
					\$52.76					
69	USA Blue Book, PO Box 9004, Gurnee, IL, 60031-9004	08/05/25	treatment plant operating supplies	08/08/25	\$167.00	\$167.00	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
					\$16.35	\$16.35	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$66,026.68
					\$183.35					
530	Victory Acres Farm, 62611 Fruitdale Lane, La Grande, OR, 97850	08/05/25	library summer program/horse back riding	08/08/25	\$600.00	\$600.00	600-600-5203450	Library Programs	\$16,000.00	\$16,000.00
					\$600.00					
1	Wex Bank, PO Box 6293, Carol Stream, IL, 60197-6293	08/05/25	parks dept fuel	08/08/25	\$71.70	\$71.70	100-130-5202490	Fuel	\$1,000.00	\$899.20
					(\$0.97)	(\$0.97)	200-200-5202490	Fuel	\$5,000.00	\$4,812.16
					\$451.17	\$451.17	200-200-5202490	Fuel	\$5,000.00	\$4,812.16
					(\$0.96)	(\$0.96)	300-300-5202490	Fuel	\$2,640.00	\$2,514.75
					\$79.52	\$79.52	300-300-5202490	Fuel	\$2,640.00	\$2,514.75
					\$155.31	\$155.31	500-500-5202490	Fuel	\$2,500.00	\$2,331.52
					\$73.63	\$73.63	800-800-5202490	Fuel	\$442.00	\$373.11
					\$829.40					
552	Yturri Rose LLP, PO Box 'S', Ontario, OR, 97914	08/05/25	legal fees/Kennon	08/08/25	\$6,831.50	\$6,831.50	100-160-5202110	Legal/Attorney Services	\$30,000.00	\$30,000.00
					\$6,831.50					
321	ZiplyFiber, PO Box 740416, Cincinnati, OH, 45274-0416	08/05/25	internet	08/08/25	\$54.06	\$54.06	100-110-5203800	IT/Computer/Software	\$13,888.00	\$12,331.68
					\$81.60	\$81.60	100-130-5202181	Supplies (Janitorial & Op	\$4,000.00	\$3,838.27
					\$96.94	\$96.94	200-200-5202570	Telephone/Cell	\$2,500.00	\$2,472.75
					\$77.60	\$77.60	200-200-5203800	IT/Computer/Software	\$18,000.00	\$17,757.70
					\$81.60	\$81.60	300-300-5202570	Telephone/Cell	\$4,400.00	\$4,077.60
					\$77.60	\$77.60	300-300-5203800	IT/Computer/Software	\$14,756.00	\$14,513.71
					\$10.74	\$10.74	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,549.00
					\$61.22	\$61.22	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,636.97

City of Union

Council Approval Report
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	July '25 ranger sta	08/05/25	internet	08/08/25	\$60.00	\$60.00	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,636.97
						\$601.36				
						\$105,903.34				

Total Bills To Pay:

City of Union

Expenditures Register Approval

I, as a Union City Councilor, do hereby certify and declare that I reviewed the demands enumerated and referred to in the foregoing expense pay list. I acknowledge that the expenditures are, to the best of my knowledge, accurate and are just claims against the City, and that there are funds available for payment thereof in the City treasury.

Approved for distribution on this 6th day of August, 2025.

City Administrator *C. DeStefano*

Council Member *M. DeStefano 8/7/25*

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
American Water Works Assoc, PO Box 972997, Dallas, TX, 75397	73	08/25/25	annual dues 2025-2026	08/29/25	\$431.00	\$431.00	200-200-5202600	Dues/License/Certs	\$4,000.00	\$3,541.65
					\$431.00					
AmeriForms, PO Box 260357, Plano, TX, 75026	473	08/25/25	checks	08/29/25	\$65.32	\$65.32	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27
	62849	08/25/25	checks	08/29/25	\$5.50	\$5.50	100-120-5202181	Supplies (Janitorial & Op	\$500.00	\$489.75
	62849	08/25/25	checks	08/29/25	\$5.50	\$5.50	100-130-5202181	Supplies (Janitorial & Op	\$4,000.00	\$3,547.89
	62849	08/25/25	checks	08/29/25	\$5.50	\$5.50	100-160-5202181	Supplies (Janitorial & Op	\$200.00	\$189.75
	62849	08/25/25	checks	08/29/25	\$80.22	\$80.22	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50
	62849	08/25/25	checks	08/29/25	\$80.22	\$80.22	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41
	62849	08/25/25	checks	08/29/25	\$10.50	\$10.50	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,181.56
	62849	08/25/25	checks	08/29/25	\$11.00	\$11.00	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,449.39
	62849	08/25/25	checks	08/29/25	\$19.24	\$19.24	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,506.57
					\$283.00					
Avista, 1411 E. Mission Ave, Spokane, WA, 99252-0001	4	08/25/25	city hall	08/29/25	\$6.27	\$6.27	100-110-5202501	Heat	\$1,300.00	\$1,292.99
	Aug '25	08/25/25	city hall	08/29/25	\$6.28	\$6.28	200-200-5202501	Heat	\$4,000.00	\$3,992.99
	Aug '25	08/25/25	city hall	08/29/25	\$6.28	\$6.28	300-300-5202501	Heat	\$4,000.00	\$3,926.53
	Aug '25	08/25/25	treatment plant	08/29/25	\$19.38	\$19.38	300-300-5202501	Heat	\$4,000.00	\$3,926.53
	Aug '25	08/25/25	treatment plant	08/29/25	\$28.61	\$28.61	300-300-5202501	Heat	\$4,000.00	\$3,926.53
	Aug '25	08/25/25	library	08/29/25	\$19.27	\$19.27	600-600-5202501	Heat	\$2,500.00	\$2,480.51
	Aug '25	08/25/25	ranger station	08/29/25	\$25.33	\$25.33	800-800-5202501	Heat	\$2,204.00	\$2,160.21
	Aug '25	08/25/25	ranger station	08/29/25	\$15.51	\$15.51	800-800-5202501	Heat	\$2,204.00	\$2,160.21
					\$126.93					
Blackstone Publishing, PO Box 21539, New York, NY, 10087-1539	326	08/25/25	books	08/29/25	\$197.04	\$197.04	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89
	2206797									
					\$197.04					
Box R Water Analysis Lab, 567 N.W. 2nd Street, Prineville, OR, 97754	41	08/25/25	routine water testing	08/29/25	\$51.00	\$51.00	200-200-5202270	Water Testing	\$5,000.00	\$4,894.00
	X063100	08/25/25	routing water testing	08/29/25	\$51.00	\$51.00	200-200-5202270	Water Testing	\$5,000.00	\$4,894.00
	X063101	08/25/25	routine water testing	08/25/25	\$51.00	\$51.00	200-200-5202270	Water Testing	\$5,000.00	\$4,894.00
	X063102	08/25/25	state req'd lead and copper testing	08/25/25	\$785.00	\$785.00	200-200-5202270	Water Testing	\$5,000.00	\$4,894.00
	X063399				\$938.00					
Boyer-Davis, Anita, 277 W Bryan, Union, OR, 97883	450	08/25/25	cleaning contract	08/29/25	\$180.00	\$180.00	100-110-5202190	Contract Services	\$7,500.00	\$6,953.39
	August '25	08/25/25	cleaning contract	08/29/25	\$180.00	\$180.00	600-600-5202190	Contract Services	\$51,700.00	\$51,520.00
	August '25									
					\$360.00					
Connected Professional Accountants, LLC, PO Box 1024, La Grande, OR, 97850	139									

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	FY 2025	08/25/25	audit services	08/29/25	\$2,730.00	\$2,730.00	100-110-5202140	Audit Services	\$3,728.00	\$3,728.00
	FY 2025	08/25/25	audit services	08/29/25	\$4,095.00	\$4,095.00	200-200-5202140	Audit Services	\$5,591.00	\$5,591.00
	FY 2025	08/25/25	audit services	08/29/25	\$4,095.00	\$4,095.00	300-300-5202140	Audit Services	\$5,591.00	\$5,591.00
	FY 2025	08/25/25	audit services	08/29/25	\$1,365.00	\$1,365.00	500-500-5202140	Audit Services	\$1,864.00	\$1,864.00
	FY 2025	08/25/25	audit services	08/29/25	\$409.50	\$409.50	600-600-5202190	Contract Services	\$51,700.00	\$51,520.00
	FY 2025	08/25/25	audit services	08/29/25	\$409.50	\$409.50	700-710-5205995	Fund Balance Paid Out	\$50,750.00	\$50,750.00
	FY 2025	08/25/25	audit services	08/29/25	\$409.50	\$409.50	700-720-5205995	Fund Balance Paid Out	\$50,750.00	\$50,365.52
	FY 2025	08/25/25	audit services	08/29/25	\$136.50	\$136.50	800-800-5202140	Audit Services	\$777.00	\$777.00
					\$13,650.00					
8	D & B Supply, 3303 E. Linden, Caldwell, ID, 83605-6077									
8364	08/25/25 supplies/chainsaw	08/29/25		08/29/25	\$239.99	\$239.99	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50
7289	08/25/25 streets supplies/weed sprayer/spray	08/29/25		08/29/25	\$436.45	\$436.45	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,181.56
					\$676.44					
9	Eagle Office Supplies, 1701 Adams Ave, La Grande, OR, 97850									
95859	08/25/25 copy contract	08/29/25		08/29/25	\$44.33	\$44.33	100-110-5202190	Contract Services	\$7,500.00	\$6,963.39
95859	08/25/25 copy contract	08/29/25		08/29/25	\$22.18	\$22.18	100-160-5202190	Contract Services	\$1,000.00	\$953.56
95859	08/25/25 copy contract	08/29/25		08/29/25	\$66.54	\$66.54	200-200-5202190	Contract Services	\$5,000.00	\$4,832.94
95859	08/25/25 copy contract	08/29/25		08/29/25	\$66.54	\$66.54	300-300-5202190	Contract Services	\$7,000.00	\$6,832.94
95859	08/25/25 copy contract	08/29/25		08/29/25	\$22.18	\$22.18	800-800-5202190	Contract Services	\$23,879.00	\$18,493.55
					\$221.77					
377	Fox Electric, LLC, PO Box 2875, La Grande, OR, 97850									
2025-483	08/25/25 airbnb lights connection/panels due to tree limbs	08/29/25		08/29/25	\$127.22	\$127.22	800-800-5202880	Equipment Repair/Maint	\$200.00	\$200.00
					\$127.22					
406	Griffiths, Krista, 59262 High Valley Rd, Union, OR, 97883									
FY 25-26	08/25/25 clothing allowance	08/29/25		08/29/25	\$200.00	\$200.00	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27
					\$200.00					
233	Hampton's inc. dba Roger's Asphalt Paving, PO Box K, La Grande, OR, 97850									
5978	08/25/25 crack seal/treatment plant	08/29/25		08/29/25	\$3,000.00	\$3,000.00	300-300-5202820	Maintenance (Building &	\$3,500.00	\$3,500.00
fulton street	08/26/25 fulton street crack seal	08/29/25		08/29/25	\$11,328.00	\$11,328.00	500-500-5205000	Street Repairs	\$50,000.00	\$46,546.02
					\$14,328.00					
539	IXOM Watercare Inc., 8150 S. Akron St. Suite 401, Centennial, CO, 80112									
85000006	08/25/25 well maintenance/mixer maint	08/29/25		08/29/25	\$1,334.00	\$1,334.00	200-200-5202950	Well Maintenance	\$1,000.00	\$1,000.00
					\$1,334.00					
11	KIE Supply, 113 E. Columbia Dr., Kennewick, WA, 99336									
4191486	08/25/25 flat hose/ground pump parts	08/25/25		08/25/25	\$165.06	\$165.06	300-300-5202880	Equipment Repair/Maint	\$15,000.00	\$13,090.00
					\$165.06					

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	271	Old West Federal Credit Union, PO Box 2711, Omaha, NE, 68103-2711								
August '25	08/26/25	adobe/monthly fee	08/29/25	\$23.99	\$23.99	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27	
August '25	08/26/25	cash back rewards	08/29/25	(\$38.39)	(\$38.39)	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27	
August '25	08/26/25	offer program/monthly fee	08/29/25	\$60.00	\$60.00	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27	
August '25	08/26/25	cash back rewards	08/29/25	(\$17.23)	(\$17.23)	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27	
August '25	08/26/25	mail box system for planning & historic	08/29/25	\$18.21	\$18.21	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27	
August '25	08/26/25	rackspace email/monthly charge	08/29/25	\$128.88	\$128.88	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27	
August '25	08/26/25	postage stamps	08/29/25	\$68.04	\$68.04	100-110-5202640	Postage/Shipping	\$2,000.00	\$2,000.00	
August '25	08/26/25	norton/annual charges	08/29/25	\$48.33	\$48.33	100-110-5203800	IT/Computer/Software	\$13,888.00	\$11,660.30	
August '25	08/26/25	ordinance truck fuel	08/29/25	\$47.37	\$47.37	100-120-5202490	Fuel	\$750.00	\$703.75	
August '25	08/26/25	postage stamps	08/29/25	\$16.58	\$16.58	100-120-5202640	Postage/Shipping	\$350.00	\$350.00	
August '25	08/26/25	park/janitorial supplies	08/29/25	\$75.49	\$75.49	100-130-5202181	Supplies (Janitorial & Op	\$4,000.00	\$3,547.89	
August '25	08/26/25	postage stamps	08/29/25	\$50.78	\$50.78	100-160-5202640	Postage/Shipping	\$300.00	\$300.00	
August '25	08/26/25	ranger station proj/house #3/flooring	08/29/25	\$4,574.26	\$4,574.26	115-000-5403203	Land/Buildings	\$260,000.00	\$201,895.98	
August '25	08/26/25	rackspace email/monthly charge	08/29/25	\$135.68	\$135.68	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50	
August '25	08/26/25	cash back rewards	08/29/25	(\$22.82)	(\$22.82)	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50	
August '25	08/26/25	cash back rewards	08/29/25	(\$91.49)	(\$91.49)	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50	
August '25	08/26/25	cash back rewards carried from prior stmt	08/29/25	(\$28.49)	(\$28.49)	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50	
August '25	08/26/25	postage stamps	08/29/25	\$101.56	\$101.56	200-200-5202640	Postage/Shipping	\$5,000.00	\$4,557.41	
August '25	08/26/25	switch for pipe threader	08/29/25	\$195.92	\$195.92	200-200-5202880	Equipment Repair/Maint	\$8,000.00	\$7,474.10	
August '25	08/26/25	norton/annual charges	08/29/25	\$48.33	\$48.33	200-200-5203800	IT/Computer/Software	\$18,000.00	\$16,136.42	
August '25	08/26/25	cash back rewards	08/29/25	(\$8.67)	(\$8.67)	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	DEQ req'd signage at golf pond	08/29/25	\$309.40	\$309.40	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	3" pump supplies	08/29/25	\$944.98	\$944.98	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	treatment plant operating supplies	08/29/25	\$54.66	\$54.66	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	DEQ req'd signage at golf pond	08/29/25	\$30.94	\$30.94	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	rackspace email/monthly charge	08/29/25	\$135.68	\$135.68	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	DEQ req'd signage at golf pond	08/29/25	\$92.82	\$92.82	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41	
August '25	08/26/25	postage stamps	08/29/25	\$101.56	\$101.56	300-300-5202640	Postage/Shipping	\$5,076.00	\$4,633.41	
August '25	08/26/25	norton/annual charges	08/29/25	\$48.33	\$48.33	300-300-5203800	IT/Computer/Software	\$14,756.00	\$13,951.32	
August '25	08/26/25	streets supplies/poly cut blades	08/29/25	\$51.28	\$51.28	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,181.56	
August '25	08/26/25	cash back rewards	08/29/25	(\$16.83)	(\$16.83)	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,449.39	
August '25	08/26/25	rackspace email/monthly charge	08/29/25	\$21.06	\$21.06	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,449.39	
August '25	08/26/25	supplies	08/29/25	\$7.30	\$7.30	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,449.39	
August '25	08/26/25	supplies	08/29/25	\$36.86	\$36.86	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,449.39	
August '25	08/26/25	phone service/library	08/29/25	\$29.97	\$29.97	600-600-5202570	Telephone/Cell	\$5,500.00	\$5,449.39	
August '25	08/26/25	books	08/29/25	\$19.56	\$19.56	600-600-5203410	Library Books/Magazines	\$1,200.00	\$1,170.03	
August '25	08/26/25	books	08/29/25	\$98.99	\$98.99	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89	
August '25	08/26/25	books	08/29/25	\$12.95	\$12.95	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89	
August '25	08/26/25	books	08/29/25	\$12.61	\$12.61	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89	
August '25	08/26/25	books	08/29/25	\$8.33	\$8.33	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89	

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	August '25	08/26/25	books	08/29/25	\$169.64	\$169.64	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89
	August '25	08/26/25	books	08/29/25	\$14.89	\$14.89	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89
	August '25	08/26/25	books	08/29/25	\$95.05	\$95.05	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89
	August '25	08/26/25	books	08/29/25	\$19.95	\$19.95	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89
	August '25	08/26/25	books	08/29/25	\$8.47	\$8.47	600-600-5203410	Library Books/Magazines	\$5,500.00	\$4,116.89
					\$7,694.78					
17	O'Reilly Enterprises, PO Box 248, Cove, OR, 97824									
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$1,201.17	\$1,201.17	100-110-5203800	IT/Computer/Software	\$13,888.00	\$11,660.30
736	08/25/25 email monthly charges	08/29/25		08/29/25	\$76.00	\$76.00	100-110-5203800	IT/Computer/Software	\$13,888.00	\$11,660.30
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$240.24	\$240.24	100-140-5203800	IT/Computer/Software	\$375.00	\$340.00
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$1,273.22	\$1,273.22	200-200-5203800	IT/Computer/Software	\$18,000.00	\$16,136.42
736	08/25/25 email monthly charges	08/29/25		08/29/25	\$76.00	\$76.00	200-200-5203800	IT/Computer/Software	\$18,000.00	\$16,136.42
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$1,273.22	\$1,273.22	300-300-5203800	IT/Computer/Software	\$14,756.00	\$13,951.32
736	08/25/25 email monthly charges	08/29/25		08/29/25	\$76.00	\$76.00	300-300-5203800	IT/Computer/Software	\$14,756.00	\$13,951.32
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$360.35	\$360.35	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,458.26
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$360.35	\$360.35	600-600-5203800	IT/Computer/Software	\$6,076.00	\$5,566.02
735	08/25/25 new server/migration of new server	08/29/25		08/29/25	\$96.10	\$96.10	800-800-5203800	IT/Computer/Software	\$868.00	\$813.00
					\$5,032.65					
48	O TEC, PO Box 226, Baker City, OR, 97814									
Aug '25	08/25/25 city hall	08/29/25		08/29/25	\$129.07	\$129.07	100-110-5202540	Electricity	\$1,000.00	\$915.49
Aug '25	08/25/25 park path lights	08/29/25		08/29/25	\$105.32	\$105.32	100-130-5202540	Electricity	\$2,000.00	\$1,894.61
Aug '25	08/25/25 transfer station	08/29/25		08/29/25	\$49.34	\$49.34	100-150-5202540	Electricity	\$700.00	\$650.74
Aug '25	08/25/25 public works shop	08/29/25		08/29/25	\$101.73	\$101.73	200-200-5202540	Electricity	\$35,000.00	\$31,259.51
Aug '25	08/25/25 city hall	08/29/25		08/29/25	\$129.09	\$129.09	200-200-5202540	Electricity	\$35,000.00	\$31,259.51
Aug '25	08/25/25 well #2	08/29/25		08/29/25	\$3,210.32	\$3,210.32	200-200-5202540	Electricity	\$35,000.00	\$31,259.51
Aug '25	08/25/25 well #3	08/29/25		08/29/25	\$245.00	\$245.00	200-200-5202540	Electricity	\$35,000.00	\$31,259.51
Aug '25	08/25/25 public works shop	08/29/25		08/29/25	\$55.43	\$55.43	200-200-5202540	Electricity	\$35,000.00	\$31,259.51
Aug '25	08/25/25 pumphouse	08/29/25		08/29/25	\$2,720.06	\$2,720.06	300-300-5202540	Electricity	\$36,071.00	\$31,623.63
Aug '25	08/25/25 treatment plant	08/29/25		08/29/25	\$1,608.81	\$1,608.81	300-300-5202540	Electricity	\$36,071.00	\$31,623.63
Aug '25	08/25/25 lift station	08/29/25		08/29/25	\$62.30	\$62.30	300-300-5202540	Electricity	\$36,071.00	\$31,623.63
Aug '25	08/25/25 city hall	08/29/25		08/29/25	\$129.09	\$129.09	300-300-5202540	Electricity	\$36,071.00	\$31,623.63
Aug '25	08/25/25 street lights	08/29/25		08/29/25	\$2,469.43	\$2,469.43	500-500-5202540	Electricity	\$27,630.00	\$25,101.94
Aug '25	08/25/25 dearborn lights	08/29/25		08/29/25	\$59.22	\$59.22	500-500-5202540	Electricity	\$27,630.00	\$25,101.94
Aug '25	08/25/25 library	08/29/25		08/29/25	\$157.12	\$157.12	600-600-5202540	Electricity	\$3,250.00	\$3,124.76
Aug '25	08/25/25 ranger station	08/29/25		08/29/25	\$71.31	\$71.31	800-800-5202540	Electricity	\$2,693.00	\$2,558.71
Aug '25	08/25/25 ranger station	08/29/25		08/29/25	\$89.87	\$89.87	800-800-5202540	Electricity	\$2,693.00	\$2,558.71
					\$11,392.51					
20	Oxarc, PO Box 2605, Spokane, WA, 99220-2605									
32382938	08/25/25 treatment plant operating supplies	08/29/25		08/29/25	\$963.26	\$963.26	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	62090546	08/25/25	treatment plant operating supplies	08/29/25	\$14.34	\$14.34	360-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41
	395					\$977.60				
	Parker Tree Service, 69411 Roulet Loop, Elgin, OR, 97827	08/25/25	grounds maint/tree trimming	08/29/25	\$1,000.00	\$1,000.00	100-130-5202820	Maintenance (Building &	\$1,000.00	\$1,000.00
	ranger station	08/25/25	grounds maint/tree trimming	08/25/25	\$3,200.00	\$3,200.00	800-800-5202820	Maintenance (Building &	\$4,500.00	\$4,500.00
	22					\$4,200.00				
	Quill Corporation, PO Box 37600, Philadelphia, PA, 19101-0600	08/25/25	notebooks	08/29/25	\$5.33	\$5.33	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27
	45275492	08/25/25	notebooks	08/29/25	\$66.67	\$66.67	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27
	45289208	08/25/25	card stock,colored paper,mechanical pencils	08/29/25	\$11.68	\$11.68	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27
	45350584	08/25/25	pencil lead refills	08/29/25	\$5.33	\$5.33	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50
	45275492	08/25/25	notebooks	08/29/25	\$80.02	\$80.02	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50
	45289208	08/25/25	card stock,colored paper, mechanical pencils	08/29/25	\$5.33	\$5.33	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41
	45275492	08/25/25	notebooks	08/29/25	\$80.02	\$80.02	300-300-5202181	Supplies (Janitorial & Op	\$68,992.00	\$61,199.41
	45289208	08/25/25	card stock,colored paper,mechanical pencils	08/29/25	\$13.34	\$13.34	500-500-5202181	Supplies (Janitorial & Op	\$6,500.00	\$3,181.56
	45289208	08/25/25	card stock,colored paper,mechanical pencils	08/29/25	\$13.34	\$13.34	600-600-5202181	Supplies (Janitorial & Op	\$5,500.00	\$5,449.39
	45289208	08/25/25	card stock,colored paper, mechanical pencils	08/29/25	\$13.34	\$13.34	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,506.57
	366					\$294.40				
	SAIF Corp, 400 High Street SE, Salem, OR, 97312	08/25/25	workmans comp	08/29/25	\$240.20	\$240.20	100-110-5202710	Insurance/Property/Liabili	\$5,939.00	\$5,762.70
	1001972075	08/25/25	workmans comp	08/29/25	\$503.64	\$503.64	200-200-5202710	Insurance/Property/Liabili	\$25,887.00	\$25,517.31
	1001972075	08/25/25	workmans comp	08/29/25	\$503.64	\$503.64	300-300-5202710	Insurance/Property/Liabili	\$25,886.00	\$25,516.31
	1001972075	08/25/25	workmans comp	08/29/25	\$154.97	\$154.97	500-500-5202710	Insurance/Property/Liabili	\$7,992.00	\$7,878.25
	1001972075	08/25/25	workmans comp	08/29/25	\$54.22	\$54.22	600-600-5202710	Insurance/Property/Liabili	\$4,000.00	\$3,960.18
	1001972075	08/25/25	workmans comp	08/29/25	\$92.98	\$92.98	800-800-5202710	Insurance/Property/Liabili	\$11,375.00	\$11,306.75
	519					\$1,549.65				
	Solid Rock Rentals, LLC, PO Box 946, Union, OR, 97883	08/25/25	closed account reimbursement	08/29/25	\$44.00	\$44.00	700-710-5205995	Fund Balance Paid Out	\$50,750.00	\$50,750.00
	Aug '25					\$44.00				
	132					\$44.00				
	Sully, P.C, Paige, 213 W Main, Enterprise, OR, 97828	08/25/25	legal services	08/25/25	\$30.32	\$30.32	100-160-5202110	Legal/Attorney Services	\$30,000.00	\$21,993.50
	2nd Qtr/add'l billing					\$30.32				
	556					\$30.32				
	Tree Top Products LLC, 222 State Street, Batavia, IL, 60510	08/25/25	park picnic tables	08/29/25	\$2,713.40	\$2,713.40	135-000-5404950	Park Improvements	\$27,298.00	\$27,298.00
	INVTRE32763					\$2,713.40				
	50					\$2,713.40				
	Tritech Software Systems, 12709 Collection Center Drive, Chicago, IL, 60693	08/25/25	billing/postage July billing	08/29/25	\$395.30	\$395.30	200-200-5202640	Postage/Shipping	\$5,000.00	\$4,557.41
	444140					\$395.30				

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

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	444140	08/25/25	billing/postage July billing	08/29/25	\$395.30	\$395.30	300-300-5202640	Postage/Shipping	\$5,076.00	\$4,633.41
25	T018300	08/25/25	Umpqua Research Co - Table Rock Analytical Lab, PO Box 609, Myrtle Creek, OR, 97457	08/29/25	\$55.00	\$790.60	200-200-5202270	Water Testing	\$5,000.00	\$4,894.00
184	InvDues2025	08/25/25	Union County Utilities Coordinating Council, PO Box 2815, La Grande, OR, 97850	08/29/25	\$50.00	\$55.00	200-200-5202600	Dues/License/Certs	\$4,000.00	\$3,541.65
555	Aug '25	08/25/25	Union Trap Club, PO Box 216, Union, OR, 97883	08/29/25	\$150.00	\$150.00	600-600-5203450	Library Programs	\$16,000.00	\$15,189.06
26	Aug '25	08/26/25	US Cellular, Dept. 0205, Palatine, IL, 60055-0205	08/29/25	\$54.18	\$54.18	200-200-5202570	Telephone/Cell	\$2,500.00	\$2,375.81
	Aug '25	08/26/25	on call phone	08/29/25	\$54.18	\$54.18	300-300-5202570	Telephone/Cell	\$4,400.00	\$3,996.00
70	3926217	08/25/25	Waste Pro, 3412 Hwy 30, La Grande, OR, 97850	08/29/25	\$19.68	\$108.36	100-110-5202181	Supplies (Janitorial & Op	\$6,687.00	\$6,495.27
	3926217	08/25/25	shredding services	08/29/25	\$19.68	\$19.68	200-200-5202181	Supplies (Janitorial & Op	\$40,000.00	\$36,546.50
	3926217	08/25/25	shredding services	08/29/25	\$19.68	\$19.68	300-300-5202181	Supplies (Janitorial & Op	\$88,992.00	\$61,199.41
552	Aug '25	08/25/25	Yturri Rose LLP, PO Box 'S', Ontario, OR, 97914	08/29/25	\$2,944.50	\$59.04	100-160-5202110	Legal/Attorney Services	\$30,000.00	\$21,993.50
3	21715361	08/25/25	Zayo Group LLC, PO Box 734521, Chicago, IL, 60673-4521	08/29/25	\$215.08	\$2,944.50	300-300-5202570	Telephone/Cell	\$4,400.00	\$3,996.00
321	Aug '25	08/25/25	internet	08/29/25	\$54.06	\$215.08	100-110-5203800	IT/Computer/Software	\$13,888.00	\$11,660.30
	Aug '25	08/25/25	city hall	08/29/25	\$96.94	\$96.94	200-200-5202570	Telephone/Cell	\$2,500.00	\$2,375.81
	Aug '25	08/25/25	public work	08/29/25	\$77.60	\$77.60	200-200-5203800	IT/Computer/Software	\$18,000.00	\$16,136.42
	Aug '25	08/25/25	city hall	08/29/25	\$80.00	\$80.00	300-300-5202570	Telephone/Cell	\$4,400.00	\$3,996.00
	August '25	08/25/25	treatme	08/29/25	\$77.60	\$77.60	300-300-5203800	IT/Computer/Software	\$14,756.00	\$13,951.32
	Aug '25	08/25/25	city hall	08/29/25	\$10.74	\$10.74	500-500-5203800	IT/Computer/Software	\$2,604.00	\$2,458.26
	Aug '25	08/25/25	airbnb hou	08/29/25	\$60.00	\$60.00	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,506.57
	Aug '25	08/25/25	airbnb hou	08/29/25	\$61.22	\$61.22	800-800-5202181	Supplies (Janitorial & Op	\$6,000.00	\$5,506.57
						\$518.16				

Council Approval Report

(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
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Total Bills To Pay:

\$71,858.51

City of Union

Expenditures Register Approval

I, as a Union City Councilor, do hereby certify and declare that I reviewed the demands enumerated and referred to in the foregoing expense pay list. I acknowledge that the expenditures are, to the best of my knowledge, accurate and are just claims against the City, and that there are funds available for payment thereof in the City treasury.

Approved for distribution on this 28th day of August, 2025.

City Administrator 

Council Member 

City of Union, Oregon



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

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

Home to the Buffalo Peak Golf Course

MEMORANDUM

September 4, 2025

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

SUBJECT: Office Manager Staff Report – for August 2025

The following financial report shows revenues/expenditures:

- ❖ Total revenue for the month of August: **due to issue within software, our revenues are not accurate at this time. I have a help call into our software system.**
- ❖ Total expenditures for the month of August: **\$280,902.10**
- ❖ A total of **\$112,243.45** was billed out in utility bills for the month of August
- ❖ We delivered 51 delinquent notices on August 28th. Delinquent fees total **\$1020.00**. Any delinquent account is unpaid the services will be shut off, and account will be paid in full to have services turned back on.
- ❖ Airbnb Revenue for August before deducting cleaning and management fees: **\$4,152.57**
- ❖ Late fees assessed for the month of August **\$1,290.00**
- ❖ Attached with this report you will find a budget summary of revenues and expenditures up to date by department, and Accounts Payable for the month. **This report will be available next month.**
- ❖ Fiscal Year 2024-2025 Audit was August 4th and 5th.



Memorandum

Subject: Public Works Monthly Report
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Paul Phillips, Public Works Lead

ATTACHED:
[August 2025](#)

August 2025 Council Report Public Works Department

Water: We flushed several hydrants in the Southwest section of town following customer concerns. Plans are to flush fire hydrants when water demand slows and weather cools. A new water supply line and setter were installed at the south ranger station building. New water meter box was installed on E. Ash St. Also, we are preparing to receive GIS training from A&P, so we can map out the town water meter layout.

Sewer: The exterior of the influent screen room and breezeway at the WWTP were finished with metal. At the diversion point of Prescott Ditch we have been battling a den of beavers blocking the water way. 9/4 we contacted government trapper to remedy this issue.

Park: Parker tree service was used to trim large oak tree in the front of park. Two new picnic tables were added to front of park, and three old tables were also repaired at the back of park.

Ranger Station: The trades of started work at the Air BnB. Plumbers have almost completed their rough in work. HVAC is scheduled to start Sep. 8-12. Electrical is scheduled to start Sep. 15-19. Parker tree service trimmed 4 large trees and ground 3 stumps at the BnB. Public Works replaced old yard hydrants and used Vac-Truck to expose sewer and water lines for the trades.

Streets: Fog Sealing was originally planned for Sep. 11th, but that date may get pushed back due to rain in the forecast. Roads to be Fog Sealed are as follows: S. 3rd, W. Oregon, W. Grande, W. Bryan and S. Gale. 41 blocks in total.

Dylan Gardner, Public Works
9/4/25



Memorandum

Subject: August 2025 Report
Meeting: City Council - Sep 08 2025
Prepared For: Mayor and Members of Council
Staff Contact: Heather Daggett, Wastewater

ATTACHED:
[Wastewater Report August 2025](#)

Wastewater Report August 2025

Drying Beds & Sludge removal – Currently 3 of 4 drying beds are occupied with treatment plant product. Drying Beds 2, 3 & 4 has Digester sludge from the secondary digester.

- Deodorize drying beds as needed

Maintenance Treatment facility

Monthly Maintenance @ Treatment Facility

- Washdowns
- Laboratory Equipment
- Chemical Chlorine pump maintenance
- Blower Services and Maintenance (Oil changes)
- 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. Also sending excess groundwater to help with watering demands from Buffalo Peak Irrigation.

Laboratory –

Lab supplies order and quality checks on all laboratory chemicals and supplies. Preparing for sample requirements when we are able to discharge to Catherine Creek (October).

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

- Pull Influent Screen out of the channel and remove rags, check spray nozzles and clean
- Land application agreement with Lessee for Sheehy land application site so we can apply this fall
- Vac truck: expose utility services at Air BnB, New water meter pit on E Ash Street
- DEQ required mixing zone study to be completed by Anderson Perry per DEQ recommendation that our Engineer complete the study. Will move forward after work order agreement is signed.
- Working on creating a manual with SOP's and written instructions for operations at the wastewater treatment facility.
- Drying Bed turning and maintaining
- finished Influent screen building exterior metal
- Cleaning and trash pick up at the Recycle location (lots of larger items being left like Coolers & Totes)
- Recycled water permit renewal continued with Anderson Perry & DEQ

Golf Course Pond –

- Daily checks, recording usage, flows etc. and monitoring Pond Levels