

**UNION CITY COUNCIL MEETING**  
**Monday, July 11, 2016 – 7:00 P.M.**

**LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL**

- 1. Call to Order, Pledge of Allegiance, & Roll Call:** Mayor Ken McCormack
- 2. Consent Agenda:**
  - a. Minutes from June 3, 2016 – Special Meeting, pg 3
  - b. Minutes from June 13, 2016 – Work Session Meeting, pg 4
  - c. Minutes from June 13, 2016 – City Council Regular Meeting, pg 9
  - d. Minutes from June 27, 2016 – Special Meeting, pg 17
  - e. Minutes from June 27, 2016 – Work Session Meeting, pg 18
  - f. Minutes from June 29, 2016 – Special Meeting, pg 27
- 3. Mayor Comment**
- 4. Public Comment**
- 5. Informational Items**
  - a. Sheriff's Office Report, pg 29
  - b. Union Carnegie Public Report, pg 33
  - c. Office Manager Report, pg 34
  - d. Code Enforcement Office, *in box*
  - e. School Board Report - Later
  - f. EMS Report
  - g. Chamber of Commerce Report – Donna Beverage
- 6. Administrator/Recorder Report**
  - a. LOC Conference Sept 29-Oct 1.
  - b. Charter Franchise
  - c. Yearend budget update
- 7. Public Works Director Report** – Rod McKee, pg
- 8. Correspondence**
  - a. Proposal for code enforcement dispute, pg 35
  - b. Letter/proposal regarding library merger, pg 36
  - c. Local liquor license renewals, pg 38
- 9. Action Items – Old Business**
  - a. **First Reading Ordinance 554** AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS, pg 41
  - b. Consideration of donated bank property, pg 54
- 10. Action Items – New Business**
  - a) Appoint volunteer to library board, pg 55

- b) **Resolution 2016-16** A RESOLUTION APPROVING THE RESIDENT DEER MANAGEMENT PLAN – JULY 2016, pg 56
- c) **Resolution 2016-17** A RESOLUTION OF THE CITY OF UNION ESTABLISHING A PROCEDURE TO GIVE DONATED LIBRARY BOOKS AND WEEDED CITY BOOKS TO A NON PROFIT TO SELL ON BEHALF OF THE CITY, pg 57
- d) **First Reading ORD 553** AN ORDINANCE TEMPORARILY SUSPENDING 2.5% WATER RATE INCREASE FOR THE 2016-2017 YEAR, pg 68

## **11. Public Comments**

## **12. Council Concerns**

- 13. EXECUTIVE SESSION** permitted 192.660 (2) The governing body of a public body may hold an executive session:
- (d) to conduct deliberations with person designated by the governing body to carry on labor negotiations.
  - (e) to conduct deliberations with person designated by the governing body to negotiate real property transactions.
  - (i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

## **13. Adjournment**

*If you have a disability that requires any special materials, services, or assistance, please contact us at 562-5197 so we may arrange appropriate accommodations. Copies of ordinances, resolutions, and all information included on the agenda are available prior to the meeting at City Hall, or at the meeting.*

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Friday June 3, 2016 at 5 pm**  
**LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL**

1. **Call to Order, Pledge of Allegiance, & Roll Call:** Mayor Ken McCormack with Councilors Randy Knop, Sky Mitsch and Doug Osburn. Coy Wilde was excused and John Farmer and Matt Later were absent. Also attending was City Administer Sandra Patterson
2. **EXECUTIVE SESSION** permitted 192.660 (2) The governing body of a public body may hold an executive session: (a) to consider the employment of a public officer, employee, staff member or individual agent. (e) to conduct deliberation with persons designated by the governing body to negotiate real property transactions.

Adjourned into executive session at 5:10 pm.  
Returned from executive session at 5:48 pm.

Roll call: Mayor Ken McCormack with Councilors Randy Knop, Sky Mitsch and Doug Osburn. Coy Wilde was excused and John Farmer and Matt Later were absent. Also attending was City Administer Sandra Patterson

No decisions were made during the executive session.

Knop suggested the city continue with the contract with a 30 day termination clause. Meanwhile continue with negotiations. He suggested drafting a white paper outlining the objectives how the sheriff's department should function (community policing) in the city of Union.

Osburn would like to see a 90 day extension to the contract while the city continues negotiations.

Patterson was asked what she thought would work best. She thought the 90 days might be favored by the sheriff's department over the 30 day termination clause.

*Osburn motioned to direct city administrator to contact with Union County Sheriff's Department and request a 90 day extension for continuation for services within the city limits of Union and ask him by this 90 day extension he agree to sit down on specified dates negotiate in good faith as to what the city is asking for as for services from his department for the city (2<sup>nd</sup> Mitsch). Motion passes 3/0.*

Osburn suggested when we change the Charter we should consider changing it so the Mayor can vote.

Knop asked if the Mayor has authorization for payment for the city. Patterson confirmed yes.

3. Adjourned at 5:59 p.m.

Approved: \_\_\_\_\_ Attest: \_\_\_\_\_  
Mayor, Ken McCormack Administrator/Recorder, Sandra Patterson

**CITY COUNCIL WORK SESSION MINUTES**  
**Monday June 13, 2016 at 6:00 pm**  
**LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL**

**Called to order: 6:00p.m., Roll Call: Mayor Ken McCormack, Matthew Later, Randy Knop, John Farmer, Coy Wilde absent, Sky Mitsch Absent, Doug Osburn excused.**

1. Review Council agenda.

Mayor McCormack asks is to ask the general question on the agenda on council meeting, any questions.

Knop states I'm not happy, is everyone happy? No.

Mayor McCormack states explain to me why you are not happy.

Knop states it is not a problem I need clarification on page 77 of police report where it says personal services shouldn't it say personnel services?

Patterson states yes, correct.

Knop asks also on page 77 is this the total cost of sheriffs contract combined with animal control and code enforcement or is it separate.

Patterson states it is estimated combined cost, just sheriff contracts.

Mayor McCormack asks and animal control right.

Patterson states yes.

Knop states if I understand the communication from Terry Edvalson correctly on the railroad proposal he communicated the requested change to make the quorum requirement 5 members not 7 members. The 9 member board has had an unfilled position for a number of years. In eliminating the one position he states that it would allow the counties to increase the number on the board by one. The counties website, says that they have four. Four for Union County and four for Wallowa County and that is 8 members. We are giving up one position on the board he is saying then it would be two positions created. I'm assuming it would be split between Wallowa and Union County making it 10 positions.

Later states I am not following you, I thought he wasn't changing number of seats on council; he is changing what constitutes a quorum on their meetings. So they could have fewer members there.

Knop states so Union and Wallowa Counties would have to jointly appoint that position.

Later states I think they are trying to make it 5 instead of 7.

Mayor McCormack asks anything else on the agenda. Let's continue working on the goals.

2. Continue working on Council Goals.

Patterson states I'm not sure where you were at, weren't you here for the meeting?

Mayor McCormack responds no I missed this meeting.

Later states Osburn ran the last meeting in the Mayor's absence.

Mayor McCormack we sort of got hung on the budget this year. We never got to the other goals. I believe that you aren't going to make any changes to this year's budget but next year start making changes.

Knop states we didn't agree on any proposal, there much more involved in one of the agenda items which is law enforcement.

Mayor McCormack states but on the budget for this coming year.

Knop states on the budget there was a general consensus of opinion that the council should move to adopt.

Mayor McCormack states that is what I thought I heard, we should work on the other goals.

Patterson goes to makes copies for council.

Mayor McCormack states we will start on Goal #2 Recreational Development. Does this involve the bike path?

Patterson states yes.

Farmer asks is it about Frisbee golf.

Mayor McCormack states been talking to setting up a course in the park for Frisbee golf. Knop states I thought we were talking about a committee the citizens desire to have more recreational activities; they would help the council prioritize those initiatives.

Farmer states we need to form a committee.

Knop states we are past the exploratory on this we need to decide as to the creation of City of Union Recreation Committee.

Mayor McCormack states hopefully we could get with committee, would you join the committee.

Mike states I think it is a great idea, absolutely.

Mayor McCormack asks would you like to be the chairperson.

Mike states yes I would do it.

Mayor McCormack states #3 City of Union Theme/Logo, this has been an ongoing issue what is the City of Union?

Knop states the City of Union is the city of Victorian Heritage, and to consider to change this theme, would not be a wise move, it is kind of like branding, we must be careful what you brand and what you don't.

Later states we should look for further ways to refine that theme; if we wanted shaped bike stands we would want them to match our theme; we need to establish the theme.

Knop states we need to look to the existing committees and groups are charged to develop these things. The two should complement each other in order.

Mayor McCormack states I'm not sure why we were looking to make a change.

Later states it has been a lack of unity not to make a change.

Mayor McCormack states what the city council and city staff were looking to do versus some of the other organizations was not meshing together.

Later states we could go further set those stipulations maintain these things.

Patterson states it is set up that way it has to be historic.

Later states we need to define what that is.

Mike states there are very few Victorian buildings, given on a percentage level. Seriously consider redefine ourselves, I don't know if it would have any impact on historic preservation. I would challenge anyone to tell me when the Victorian Era was, it was a mantle that got adopted, and we have an opportunity to redefine ourselves.

Middleton states what you should do as a city is get with the other organizations and capitalize on the buildings we have. Years ago someone presented a change to the city and city council turned it down.

Patterson states we still have the drawings actually.

Mike states it was Jerry Gilmister?

Mayor McCormack states I would like to see that. I am working with the chamber of commerce; Work with businesses; make sure we are all working towards the same goal, #4 Economic Development.

Patterson states I am going to a class on this next month for a whole week.

Mayor McCormack states I went to a class in Bend, the City of Bend is doing they are a lot bigger city but I couldn't see how we could do what they are doing.

Later states I am looking through the remainder of the goals here, I thought economic and infrastructures were tied together.

Knop states #5 was combined #9.

Later states could we find companies that need high speed internet that way they could live here and work here.

Mayor McCormack states I just saw this past week that EONI is not in their building anymore.

Later states they moved a few streets down to a new building.

Knop states the economic development, am I correct that is no longer under negotiations, the city comes in and identifies a piece of property, the city has a piece of land that is

owned by a private party and is up for sale to the city. So the city sells an economic development bond for 10 million dollars, and in that bond is the hiring of developer, specific type of industry and business, the most common one I have come up with is senior care living facilities, they are eligible through grants both federally and state based on how many businesses it can demonstrate a connection to. That is a proposal that goes into the grant, aren't asking the same questions we want to know that our money is going to come to fruition at some point. If you had another piece of property somewhere else that was closer to the clinic it would be rated higher. If this community served more than one singular purpose it would rate higher on analysis, more likely hood of touching other revenue streams. That is a project specific proposal. When we were talking about economic development I didn't think we got that point on the topic. Upgrading and having a state of the art high speed internet system available for entrepreneurs who work out of their home deliver data packages, they can't move to Union because they can't get a single package delivered to the client in a timely fashion they have to put it on some type of security device and ship it to them.

Mayor McCormack states back to the assisted living facility, there was committee and now it only has one person so if we want to work on that the committee needs more members. We will adjourn now for city council meeting.

### 3. Anything else on the minds of the council.

Later states I don't know if you have noticed the black fencing popping up around town, there is some marijuana growing around town. In general it is surrounded by black fence to keep it from the view of people. I would like council to consider, we don't have a feel which of those grows are permitted are allowed and which ones aren't. Look at a way to glean that information.

Farmer asks is it not correct that the city ordinance officer enforces state ordinances. Later responds only city ordinances.

Farmer states we could create an ordinance that requires growers to register with the city. Some of these people are already doing medical grows. Approved growers, require the citizens to register with the city. I agree because we don't want situations where there are an excessive amount of plants.

Later states less worried about enforcing the rule, it is just that we see them popping up. Knop asks question for staff have we received complaints from citizens or law enforcement.

Patterson answers it has been complained about, because you haven't touched land use ordinance it is allowed. They are required by state licensing process to have zoning approval so; we have to give them zoning approval

Later asks if that is for recreational.

Patterson states that was medical.

Knop states what I understand from the OLCC and OHA the two primary agencies concerned with medical, recreational, or commercial is that time place manner regulations may or may not be appropriate. It goes to the land use with the regulations for the city if they wish to adopt regulations after evaluating the need for such regulations. The fact that somebody has a black fence, you identify a black fence as...

Later states all I'm saying is how does the city for the purpose administrating its rules know if a grow is legal or not.

Knop states there is ballot initiative filed...

Later states that is for commercial recreational Marijuana, how do we know it is permitted. My idea is a simple process applying to have medical marijuana grow in the city, whether it is for one other person or more up to a total permitted by state, in our city limits it would be a simple notification process saying we will be growing here.

Knop states how do you know that every person with a valid driver's license registered in the State of Oregon has a residential address here within the City of Union has citations? He is seeking information and I am saying the information is there; you may not get the name of the individual but you will get the address.

Later asks the city can go to the OHA and receive a list.

Knop states within the city proper they will tell you.

Patterson states I can find out for you, get more information.

Hank states it was my understanding more than one person growing on a piece of property they have to apply and pay \$50.00 for a permit and the Oregon Health Authority was going to raise that to \$200.00 per permit so there should be a record of that.

Knop states that is the jurisdiction of OLCC or OHA, the concern goes to them. We have a voter initiative in the process.

Mike states my point of view, in this late stage, the council, the city administrator, or somebody needs to get really solid on what the facts are, I read in The Observer that the OHA has said within city limits, you can only grow for two people not four people. We need to get definitive information and then I'm not sure how to go about it procedurally, you need to supervise these growers. I can pretty well assure it will be abused, we do not want that for a whole number of reasons, we need to thoughtfully supervise this and be able to tell the citizens we are well aware of what is going on; that would be a very important thing to do.

Vic states if I remember right they have to go to the state and you have to more or less register that you are growing medically for someone, and it is monitored by state, apply with the state, comes back to the city.

Hank states it's always been my concern, I have a grow myself and I would hate to see those odors drift across our school yard whether it is legal or not.

Mayor McCormack states there is something in legislation in regards to odor.

Hank asks can't we do a land use plan.

Knop states this is what I have been trying to say it is my understanding time place manner regulations developed and adopted by the city can change who what and where. The courts haven't ruled on some of this. We all know it is going to be up in the air at the end of the day. OLCC and OHA has not finalized the rules, there are portions that have been finalized.

Later states we can address the time, place, and manner. I am saying a lot of information is being guarded at the state level. It would be pretty simple to notify the city with a permit.

Patterson states I will find out answer, because there is a certain level they must contact the city after they start growing for so many.

Mayor McCormack states issue has been brought to attention. Push to next work session on the 27<sup>th</sup>.

Patterson asks what do you want on the next agenda.

Later states I can tell you what I would like to see, simply a way for us as a city to know whether or not their grow is permitted or not.

Farmer states so are we just going to profile a citizen with black fence because they aren't going to just let you in to see what they are doing. How are you going to pick which citizens we are going to check on?

Later states we aren't going to check on the citizens, we need to where the grows are. I think it is important that the city knows.

Knop states you better make sure you are completely clear on why you want that information.

Farmer states I was a licensed grower for two patients and for security reasons; I wouldn't let that information out.

Knop states we do have strong state health and safety regulations and fall back on those for enforcement. You got your reasoning for this and it may be justified but we need to be careful that we don't treat this industry differently than how we treat the existing ones. Time, place, and manner and land use regulations need to be examined. Mayor McCormack states have had discussion with law enforcement before, they have no enforcement as far as verifying the grow.

Farmer states it comes down to a security issue, because of the black market on it being a realistic deal. People are all the time getting robbed.

Later states we are outside the realm of having a permitting process.

Knop states I just said just the opposite.

Farmer states we have to be careful of the reason why we want to know.

Mayor McCormack states Knop's discussion of land use and time, place, and manner to somewhat cover this issue.

Knop states you already have land use codes and odor codes.

Farmer asks why are we accepting other businesses and rejecting one.

Later states with medical Marijuana you aren't allowed to run a business you can. You can't have a commercial operation you are only allowed to reimburse people for their cost in growing.

Farmer states yes but as a grower you can determine how much reimbursement is needed for the product.

Middleton states you helped with their cost.

Farmer states I could sell my pot for \$200.00 an ounce to my customers. Say we had a brewery, you are going to smell it yeast and beer and it is legal, how fast would the city turn its nose up to that. I get confused as to why the city is going at this in a way that cuts their throats.

Later states is it a legal operation and no one would argue whether it is legal or not.

Mayor McCormack states back to work session and council goals.

4. **ADJOURNMENT** – Meeting adjourned at 6:56 p.m.

Approved: \_\_\_\_\_  
Mayor, Ken McCormack

Attest: \_\_\_\_\_  
Administrator/Recorder, Sandra Patterson

## UNION CITY COUNCIL MEETING MINUTES

Monday, June 13, 2016 – 7:00 P.M.

### LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL

1. **Call to Order, Pledge of Allegiance, & Roll Call:** Mayor Ken McCormack, Randy Knop, Sky Mitsch absent. Doug Osburn excused, Matthew Later, John Farmer, Coy Wilde absent

2. **Consent Agenda:**

- a. Minutes from May 3, 2016 – Town Hall Meeting, pg. 3-9
- b. Minutes from May 5, 2016 – Work Session Meeting, pg. 10-18
- c. Minutes from May 9, 2016 – City Council Regular Meeting, pg. 19-30
- d. Minutes from May 9, 2016 – Work Session Meeting, pg. 31-38
- e. Minutes from May 23, 2016 – Work Session Meeting, pg. 39-48  
Later motions to accept minutes, Knop seconds, Mayor McCormack calls for the vote, vote passed unanimously.

3. **Mayor Comment**

Mayor McCormack states I don't have much to say it has been a busy time for me.

4. **Public Comment**

Mike O'Connor 201 E Arch, Union- one of the things I came across, is that it is sometimes difficult to identify assets, sometimes it takes outsiders to identify what those assets are. One of the things I read this week is that 80% of people in the world have not seen the night sky. I can actually walk out in my back yard and see the planets, in considering things about Union; one of our assets is the night sky.

5. **Presentation from Terry Edvalson 5 min-** Edvalson states this is more of a request rather than a presentation.

Mayor McCormack asks where are you from.

Edvalson answers I live at 700 H Ave La Grande Oregon, 3 years ago I got involved in a project and in that process learned to deal with the Wallowa/Union Railroad Authority, in 2002 it was formed as an intergovernmental organization this was approved by all cities in Union and Wallowa Counties. We asked them to change their charters and bylaws because they had a board of 9 members with one position vacant all of the time. It is because of this vacancy they had trouble doing business with us we asked them to change article 3.6 (reads document) our request is to pass resolution to allow them to change their charter we are asking you to help us to do business with them.

Later asks you are not suggesting a change in total board member numbers just what quantifies a quorum.

Edvalson responds yes this is correct.

Knop states I would point out it is very difficult to get the information online or from the county and that reflects on that organization.

Edvalson states they have been operating with great stress and limited budget, they are in the process of building new line and without being able to raise a quorum it has been difficult.

Knop asks the Oregon Rail Authority doesn't have any concerns about the board position.

Edvalson states I went through many documents and could find no reference to it, Oregon Rail Authority still oversees operation of railroad.

Mayor McCormack asks they still have a position.

Edvalson states no they have regulatory authority and it needs to read article 3.6 not 3.5.

6. **Informational Items**

- a. Sheriff's Office Report, pg. 49-52- Any questions, Mayor McCormack states hearing none seeing none, moving on.
- b. Union Carnegie Public Report, pg. 53-Any questions, Mayor McCormack states hearing

none seeing none moving on.

- c. Office Manager Report, pg. 54- Any questions Mayor McCormack states hearing none seeing none, moving on.
- d. Code Enforcement Office- Patterson states no report, she will get you one. Knop asks Patterson could you make sure it is emailed to me. Patterson responds yes.
- e. School Board Report – Later states there is nothing to report. Knop asks about May report, do you have any information on the sign. Later answers I would refer that to Patterson. Knop asks about school council liaison, I don't believe I am misstating here but I believe it carries a financial benefit and I didn't know if there were terms with that. Later states I don't recall the terms with that. Patterson states there are terms and she didn't do it. Mayor McCormack asks do have information on the sign. Patterson responds tonight's meetings are up there. Someone will be there for June and August we won't be able to do anything for July.
- f. EMS Report- Keith Montgomery, reads report, he then states I have been talking to older people on my staff and we starting see more drug use more meth calls, not too long ago we had a call and it took 8 people to detain this individual, I cannot say more because of HIPPA laws. I have some real concerns; the problem that we are seeing ems wise is the meth. I have people who have been here for 20 years and haven't seen what we have seen in the past 1-2 months. What I have seen this week, when they say a person has superhuman strength it isn't that; it is that they don't feel pain. That call was concerning to me, I was able to witness a lot of activity at the carnival this weekend. We need to talk to sheriff's department about this. I have been your fire chief for 5 years and been on the service for going on 14 years and I have never dealt with it until now, twice. I am really concerned with it and the volunteers. We are going to start staging. The sheriff's department was there on that call. Farmer asks so you feel it is putting you and your staff at risk more than it used to. Montgomery responds yes. It is a scary deal if it takes 8-12 men to detain this person. We have already had a death I think we need to some way to limit it, I have to protect the volunteers. Later asks what does staged mean. Montgomery responds we will stage a few blocks away and wait for law enforcement. There is a new drug out, the Zombie drug you can go online and research it, it is starting to become very popular, I talked to Patterson and Knop about this we had some unhappy residents who were concerned with us using city water and taxpayer's money to clean sidewalks. I had to stop and talk to residents about wasting tax payer's money. I would like to see out there in advanced so I don't get hammered. The one grant we put in for the city we were unsuccessful on. Mayor McCormack asks about the motorized gurney. Montgomery responds I put it in for a grant on that. Farmer asks about the heat gun. Montgomery states we didn't get the grant for heat gun. Patterson asks will the city get paid for the drug calls with the ambulance runs. Montgomery responds if they have insurance, but I don't know yet. I called and talked to Elgin about their contract. Later asks which contract. Montgomery states their sheriff's contract, I was looking into getting more drug enforcement here to try and slow it down, two in two months. I am open to suggestions. Knop states the sheriffs contract, doesn't explain a lot or provide information about drugs, and since obviously you are concerned with the sheriff only needing more money to eliminate one aspect, I don't know that long term that more money will help in that contract,

it is clearly the need of the city and myself as a councilor to understand better what we are paying for and what specifically enforcement is doing for us. I have to consider it isn't an effective contract.

Montgomery responds I understand that you need to discuss the contract more and that is your deal; I am just telling you what I am concerned about.

Knop states my concern chief is that standards and protocols that you work under as chief and also the volunteers are sufficiently safer than being exposed to that danger until such time that the sheriff is there and when I say sheriff I mean anyone representing and responding to a 911 call.

Montgomery responds just like I said that is the route we are taking.

Knop states because whether we have a contract or not that 911 call should be responded to. So it would have nothing to do with our contract but everything to do with the county sheriff's department as a whole. Just looking at the budget this year it is pretty evident to me as a county citizen that there are areas that need to be addressed as far as their budget.

Mayor McCormack states that is something that council and the sheriff's department has to deal with, we appreciate your concern.

Montgomery states people are complaining about burning marijuana stalks. I don't know what to do on that. People have also complained about lights and sirens.

Knop states I think reasonably the city is doing a service and organizations are doing what is reasonably expected within the time frames that are permitted by law. To think that public services can be done at any other time based on the desire or business hours selected independently of the city is not rational. I want you to know that there is a solution to bringing the sports teams through Union and hopefully the city will adopt it very shortly here and put this issue to rest.

Mayor McCormack states I have heard nothing but good comments about they appreciate...

Montgomery states everyone knows the girls softball team took 2<sup>nd</sup>. We didn't get home until 3 a.m. and we didn't make noise because the kids were tired and it was late.

- g. Chamber of Commerce Report – Donna Beverage- Mayor McCormack states Donna Beverage is not here so moving on.

## **7. Administrator/Recorder Report**

- a. Charter Franchise update- Patterson states three year negotiation process, final, you will get a copy as soon as the other cities agree.
- b. Bell tower update- Patterson states that the contractor just needs to sign contract.
- c. TGM grant(s) - Patterson states those were turned in last Friday. It was the only one of the three I completed.
- d. Auditors August 15<sup>th</sup>- Patterson states the auditors will be here August 15<sup>th</sup> to start the audit of 2015-2016 budget.

Patterson states in regards to the noise ordinance I am sure you saw the concerns in your boxes. You put in the ordinance that signs would have to be put up on the streets around noise sensitive areas and that the property owner or the city need to be put up. The state regulates all signs on highway, how do you see this happening?

Farmer asks what are we talking about.

Later states I think we are specifically talking about the hotel.

Knop states that may not necessarily be the case it is a mixed use facility, long term, short term, day use.

Patterson asks Knop how you would determine mixed use.

Knop responds the trailer park that is adjacent to the hotel.

Patterson states that has been closed.

Knop states it has been occupied for 2 months now to my knowledge. There are some concerns with the signs, my experience has been public agency is not responsible to

pay. If we don't have codes designating where they will be placed that needs to be determined.

Patterson states I didn't propose this code so I am not sure what your thinking is behind this.

Farmer asks if this is in reference to Jake brakes.

Council answers no.

Later states specifically they have a problem with the fire department announcing the sports teams back into town loudly.

Farmer asks what does it say about the gas station across the street.

Knop states the specific details of the complaint aren't necessary for me to understand because we have a code.

Farmer states well I didn't understand because I thought this was the Jake brake code.

Mayor McCormack states this is a different ordinance. Do you want to look at it?

Later responds no, Coy could look at it or the administrator.

Knop states you don't get to cherry pick what ordinances mean. If someone wasn't here as a councilor to work on the ordinance then they should excuse themselves, and those that did should help in providing background on the ordinance they worked on.

#### **8. Public Works Director Report – Rod McKee, pg. 55-59-**

Mayor McCormack asks if there are any comments or questions.

McKee states last Thursday night the reservoir got vandalized.

Knop states they may have been doing us a service because we were previously talking about themes and logos.

McKee states it is a little concerning.

Mayor McCormack states a one way sign here has been painted over and you can't read it anymore.

Middleton asks how much for speed signs.

McKee answers.

#### **9. Correspondence**

a. Budget Calendar, 60- Patterson states there is a calendar in there.

b. FGRV meeting notice, 61- Patterson states meeting soon the notice is there.

c. Memo – Rate update, pg. 62- Patterson states McKee put update in for you.

Knop states we are publicizing private associations and special interest organizations towards a project not within a City of Union but may or may not be developed in the county. This concerns high tension power line project and this group is opposing that project, I think it is important for council to understand that a community group is a position group and they have taken one. We need to be aware of the position before we start advertising these groups meetings. I want to support these groups; we need to be transparent on the agenda.

#### **10. Action Items – Old Business**

a. Avista Franchise – discussion on rate change, Avista rep will attend, 63-

Steve Vincent 10201 S. F Street Island City. I wanted to address your motion to increase the franchise fee. We have been here in Union since 1940's and utilities were once considered a public good, and now residents complain about water lines in inconvenient places. As a utility we try to do good by your city and administrator, a few years ago we donated a truck to your city, we donate retired vehicles to small cities, we also donated a computer to the City of Union, last June we had a fairly large project, we had 300 t's that need to be replaced. This could have been a burden to the city but we compensated city for labor cost we probably won't do that again. We can simply call in a locate to anyone at any time but we offered to compensate and we did. We come in once a year to get feedback on how we are doing to my knowledge no utility does that on a regular basis. So it is our effort to demonstrate a working relationship. Finally, on the franchise agreement, we started with city of Medford and went to their side of the

table to educate them. Don and I have really come around to the other side of the table to educate and we spent a considerable amount of time educating Patterson and McKee. A lot of sections proposed by Avista are there to protect the cities interest. I have seen cities propose to remove things that are to their benefit and I worked to persuade them to keep the sections. These agreements need to be workable for both parties and I work to help cities understand that. We proposed an agreement with good faith and I thought we had it all buttoned up but then with your vote last month to do a 20% increase frankly was a blind side to us. Some cities ask me or ask my counter parts what is it to us and it is a surcharge and not something that we pay. I would say that it is incumbent upon us as a utility, to represent the interest of our customers and push back on forms of taxation.

Knop states you are getting close to self-proclaiming that you are advocacy both as an individual and organization to a taxation issue. At some point this becomes political.

Vincent states we are here to advocate for the customers it becomes a hardship on them. Just inside the City of Union, just in the past 12 months 1 in 4 residential customers that were past due by 30 days and we had 1 in 10 shut off due to non-pay, the businesses in the City of Union are past due as well, 1 in 5 30 days past due. As our employees walk in to shut off for non-pay these people don't have large TV's or nice cars they are really struggling to make it. I want to encourage and persuade you to stay at 5% franchise fee.

Knop asks of all of the compact cities in this group, are we the only one increasing it.

Vincent states we don't have any municipality higher than 5% in Union county.

Knop asks Patterson the compact we are negotiation with Avista are we the only one who has raised the franchise fee.

Patterson responds yes we are the only city in negotiation with Avista.

Vincent states if you choose to go to 6% I would have to go back to corporate because I can't sign off on this, so we would have to countersign this, sometimes cities ask for us to agree to things beyond our ability to agree to, we need to come to an agreeable position on this.

- b. Set date for filing for reelection. – scratched off by Patterson.

## **11. Action Items – New Business**

- a) Public Hearing Resolution 2016-10 a resolution adopting the budget for the fiscal year of July 1, 2016 to June 2017 making appropriations levying and categorizing taxes, pg. 77- Patterson states this needs to be postponed until June 27<sup>th</sup>. Special meeting before work session. The budget was not advertised properly.
- b) Resolution 2016-11 a resolution acting on the request of the Wallowa Union railroad authority to approve an amendment to the intergovernmental agreement, pg. 82- Mayor McCormack reads, Later states pg. 84. Later moves to accept resolution with corrections. Knop seconds. Mayor McCormack calls for the vote, vote passed unanimously.
- c) Resolution 2016-12 A RESOLUTION SUPPORTING THE CITY OF UNION'S APPLICATION FOR THE TRANSPORTATION AND GROWTH MANAGEMENT GRANT PROGRAM AND FUNDING OF WALKING AND BICYCLING MASTER PLAN, pg. 85- Later motions to accept resolution Knop seconds Mayor McCormack calls for the vote, vote passed unanimously.
- d) Liquor license approval – Stop Light, pg. 86- Patterson states on May 16<sup>th</sup>, tentatively approved liquor license for stock show, it is currently active right now you

can revoke it if you want.

Knop states it is an administrative notice to council of a business licensing application the business must meet all standards, OLCC regulations. If the council were to reject as a whole would it prevent them from getting a license?

Patterson responds yes it would but it would have to fall under the moral/ethic type reasons for rejecting.

Knop states as far as I know no citizen has come to the city objecting.

Patterson states if that were to happen I would be sharing that.

Farmer states this is another license to sell something that is legal in the State of Oregon, be very wary about saying yay or nay to one or another.

Later states they are licensed by the city to do that.

- e) Suggest adopting 3% tax on marijuana sales- Mayor McCormack states this is something to get something in place just in case the depending on what happens on in November elections. Get something going.

Knop states on the same super Tuesday day proposing to put a tax on....

Later states if the citizen initiative fails or passes we need to have this in case.

Patterson states I don't need a decision, just something to think about.

Later states I do not like the idea of taxing individual products, but we do it on alcohol and tobacco and gas. I am not inclined even though the city needs revenue; this is a wider discussion on taxing Marijuana sales.

Mayor McCormack asks do you want to have further discussion. Do we want to do it during a work session?

Patterson states I have already filled up your two.

Knop states I want to have a little bit of discussion on law enforcement and built in safety net for taxation, it receives a specific percentage from Marijuana sales. The state will continue to receive that money, and the city can't prevent them from sharing. I am waiting for the state to respond on whether or not the sheriff will continue to receive that money even if the county opted out. Do they have some immunity from the effect of opting out? I'm asking questions if this is revenue for everybody in essence, but we aren't hearing about the problem.

Dave states city owned dispensary. City owned dispensary by the city for the city and all profits dedicated to the city and put where they need to go.

Mayor McCormack asks who are you sir.

Dave answers with his name.

Knop states I wanted to get that out there Mayor everyone is concerned about taxation. I am concerned about all costs to the city and there is already a built in tax for law enforcement. Are we doubling up on something? I don't know I would certainly like to have more discussion.

Mayor McCormack states we will.

Patterson states land use regulations should be added. It should also be noted there is a lot of farm land in city limits.

- f) Resolution 2016-13 a resolution setting filing date for 2017 candidates. *Res will be ready at meeting.* – Mayor McCormack states myself and council are up for reelection in November. The county date is August 30<sup>th</sup>

Patterson states the date should be like the 25<sup>th</sup> or 24<sup>th</sup> of August.

Mayor McCormack states our deadline shall be August 25<sup>th</sup> of 2016.

Patterson states by 5 p.m. please you will file to city and I will file the applicants by the 30<sup>th</sup>.

Farmer moves to accept resolution. Later seconds, Mayor McCormack calls for the vote, vote passed unanimously.

## 12. Public Comments

Dick Middleton 10<sup>th</sup> Street- The Stoplight here with the liquor license, I don't understand why they want it. What is the situation going to be like with all the kids that go in there and eat.

Patterson states they are only serving beer.

Middleton states it is just a question.

Mayor McCormack states there are other businesses in this county that do the same thing.

Middleton states I was just kind of curious and just another question and I don't recall, I thought the city could impose a 3% tax by ordinance or resolution, I didn't think it had to go to a vote.

Later states we weren't talking about sending it out for a vote we were just talking about considering it.

Middleton states I thought you were talking about putting it on the ballot.

Patterson states we would have to put some policies together before we could do that.

Middleton states and then file it with the state. Earlier you were talking about land use and Osburn said something about that before.

Mayor McCormack states I know what you are referring to any other public comment?

Mike O'Connor 201 E Arch- I need to be critical with council. I stopped in by appointment to the city with the intent going thru 5-6 years of packets to examine police reports. What I wanted to do with this goal for council and myself is extrapolate trends. I have no advocacy for or against the sheriff, police services are a necessary thing, I wanted to find out what kind of police services we need. I have devoted most of my life and career to making analysis to help in making decisions and this is certainly as a profound part of decision making process. What I found quickly is that there is no data on police reports whatsoever, we have no way to make any kind of analysis, for those who are in favor of a sheriff's contract I would ask them to substantiate that, those who are critical of sheriff have no evidence to be critical of the sheriff. Here it is in the 11<sup>th</sup> hour on a very critical and expensive matter and you have no data.

Farmer states we don't even have a sheriff out there to talk to us this night.

Mayor McCormack states we understand and we are trying to work through this issue Mike.

O'Connor states 9 years somebody has been asleep at the wheel. I came here in November and you guys have had a year to get this worked out and in order and I see no evidence that you guys are doing your job on this matter.

## 13. Council Concerns

Farmer states I think we need to post more signs; people are speeding coming into town. I don't know what we can do to curb that. It is a speeding issue and small town with a police issue.

Patterson states that isn't a city street and I do agree they are speeding through there.

Later states I don't know how effective it is but we could use the radar sign or electronic speed sign.

Mayor McCormack asks Knop for concerns, he states none.

- 14. EXECUTIVE SESSION** permitted 192.660 (2) The governing body of a public body may hold an executive session:
- (d) to conduct deliberations with person designated by the governing body to carry on labor negotiations.
  - (e) to conduct deliberations with person designated by the governing body to negotiate real property transactions.
  - (i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

**13. Adjournment-** Meeting adjourned at 8:22p.m.

Approved: \_\_\_\_\_

Mayor, Ken McCormack

Attest: \_\_\_\_\_

Administrator/Recorder, Sandra Patterson

**CITY COUNCIL SPECIAL MEETING  
Monday June 27, 2016 at 6 pm  
LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL**

- 1. Call to Order, Pledge of Allegiance, & Roll Call: Mayor Ken McCormack**
- 2. Public Hearing on:** Resolution 2016-10. A resolution adopting the budget for the fiscal year of July 1, 2016 to June 30, 2017 making appropriations, levying and categorizing taxes
- 3.** Resolution 2016-14. A resolution declaring the City of Union's election to receive State revenues.
- 4.** Resolution 2016-15. A resolution adjusting the 2015-2016 budget for the fiscal year ending June 30, 2016.
  
- 5. ADJOURNMENT**

*If you have a disability that requires any special materials, services, or assistance, please contact us at 562-5197 so we may arrange appropriate accommodations. Copies of ordinances, resolutions, and all information included on the agenda are available prior to the meeting at City Hall, or at the meeting.*

**Meeting canceled**  
**No quorum**

## **CITY COUNCIL WORK SESSION MINUTES**

**Monday June 27, 2016 at 6:15 pm or shortly after special meeting at 6 pm**

**LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL**

**Called to Order at 6:15 p.m.**

**Roll Call: Mayor Ken McCormack, Doug Osburn, Coy Wilde excused, Sky Mitsch absent, Randy Knop excused, Matthew Later excused, John Farmer absent.**

Mayor McCormack states tonight's special meeting is cancelled because there is not a quorum present to pass the budget for fiscal year 2016-2017. The meeting is rescheduled for June 29<sup>th</sup>, 2016.

1. Introduction to city attorney Paige Sully from Enterprise- Mayor McCormack states no attorney present so we will move to the next item.
2. Draft deer plan- ODFW and McKee join work session.

Mayor McCormack states the City of Union has had quite a few residents complain about deer population. They complain about the deer being aggressive, damages to gardens and yards, and dogs getting hurt and killed. Residents asked city to do something. In our last town hall meeting more people were for lethal population reduction and less were for no action. The proposed plan is available at City Hall for residents. Mayor McCormack reads from the proposal which is available at City Hall.

Matthew Later arrives at 6:18 p.m.

Mayor McCormack continues on a fairly regular basis deer problems are reported to the city. The city council and city staff met with ODFW to discuss options. That ODFW is committed to work with city on the problem. There are two viable options do nothing or we go through with lethal population reduction. The city council itself voted to authorize city staff to prepare a plan on reduction of the city deer population.

Sky Mitsch arrives at 6:20 p.m.

Mayor McCormack continues city council is presented tonight with a written plan on lethal population reduction. We are here to discuss where we can go with either doing nothing, or lethal method of reducing the deer population. You might have read in Monday's paper in a letter to the editor stipulating that we would kill all the deer in town and that is nothing city council has agreed to do. We just agreed to make a plan and work with ODFW on this problem. So at that point, Mr. McKee has more information on this than anyone else.

McKee states Mayor and council, this came from, this plan, ultimately as it evolved, it involves more than we had talked about, it is a management plan, that is what we are talking about doing. It is more than just....

Mayor McCormack asks for ODFW representatives to be introduced.

McKee states Leonard Erickson biologist and Nick ? district manager at ODFW. We have got survey results, discussions, informal discussions, regarding the problem or perceived problem as the plan evolved there was Leonard, Nick, Patrick Smith with the USDA, and myself and I took information from that meeting and made a bullet item list. Then I took it back to Leonard, Nick, and Patrick and asked for comments, and Patrick got some additional comments and the draft plan the things that became apparently clear, is that we will always have deer and human conflict. Even if we have a deer management plan, reduce you will still have deer in human conflicts. We took the plan and changed it, implementation of public education, some of the community does call for reduction it is not the goal to kill them all. That's been said over and over again. Our goal is not to kill the entire population. The City of Union ordinance prohibits feeding of deer as a requirement of ODFW. If the deer are eating your tulips you are not intentionally feeding the deer.

Later states it isn't just for deer it prohibits feeding of wildlife.

McKee states yes that is correct and we probably need to enforce that ordinance more, people come in and say that others are feeding deer. Part of this plan is monitoring the intentional feeding of deer.

Mayor McCormack states I have seen the deer eating out of my bird feeder, and I am not trying to feed them.

McKee states you need to put the bird feeder higher up. I think this is important too; I am going to defer to Leonard and Nick, before anything would happen we need to have some kind of population survey there is going to be some more population surveys, if we get to that point we are going to do something it would be based on ODFW recommendation.

Mayor McCormack states one of you two could probably.... Yes Doug, go ahead.

Osburn states I would like to know if it has been researched if the city chose to do nothing, knowing that we have a problem, that residents have been chased and animals attacked, where does that leave the city's liability if we do nothing.

Mayor McCormack states I don't have an answer to that.

Patterson asks wasn't that asked.

McKee states no it was something the opposite. Too bad the attorney isn't here we could ask her. There are other communities that have this problem.

Osburn states I am looking at this from two sides I think technically the city could be held negligent if they chose to do nothing and someone was hurt. I think they could also be liable, in some shape or form, if we reduce the herd population and somebody feels that they have been harmed in that way. I just I think it is a no win for the city.

Mayor McCormack asks wouldn't the same type of liability go to ODFW.

Osburn responds no because they don't own the deer. I think that if we have a management plan in place we have done all we can do to address the problem. If a plan is adopted by city council, I think we need holistic approach area wise, which would include these private properties outside of city limits, that are attractive to deer and if we are doing steps within city limits we should do something outside of city limits like control damage hunts which probably workable on some properties, I think more of them could be. When something is adopted and approved, we look holistically for city limits and outside of city limits.

Mayor McCormack asks within that state of Oregon, are there other cities that have been looking at doing a similar plan.

Leonard states yes Ashland looked at this really hard but didn't end up doing it. Also, Fossil? Eliminated a handful of deer and then stopped and decided they didn't want to do it. Other cities looked at it, most towns have issues with deer it is a common problem throughout the country.

McKee asks if Joseph looked at this.

Leonard responds no but they have problems with deer.

Mayor McCormack asks what do you see ODFW doing to assist the City of Union with a plan have you decided that we can do this? Has ODFW looked at what percentage we would do? What are we looking at Bucks, Does, and Fawns?

Leonard responds we are prepared to do this, if the city wants to reduce actual numbers of deer standing in town, we would issue a kill permit, our staff, if certain things are done and worked out, we will not waste animals we are here to facilitate that, we will use a process which we use with private citizens, we haven't done this kind of thing before not on the scale of the city, city limits will be different, vs. someone out on a ranch using a kill permit, they don't have an issue with pets or public safety.

Mayor McCormack asks who the permit would be issued to.

Leonard or Nick responds issuing a permit to city or their agents.

Nick states the city or agent would have permission to be on property in which this takes place. I want to point out season for this. Late fall to early winter; we would not be doing it now while the fawns are small. There has been talking about damage issues, I want to talk more about the processing of meat, that meat would have to be salvaged, charitable needs, go to food banks and churches, and basically the meat would be salvaged and go to use.

Leonard states food banks and churches have been doing it for years in Union County.

Mayor McCormack asks ODFW will be handling the cost of processing the meat.

Nick states we are hoping to have a cost neutral process, find charities that will do processing themselves, kill permits on private land, they go to the meat processor and the charity pays the expense. In law enforcement there is a fund that pays for that but we wouldn't have access to that for this. ODFW will inspect the carcass for to see if it is fit for human consumption.

Mayor McCormack asks so when a time and place is established to do this would ODFW be there to process the carcass even if it was 6:00 p.m. at night.

McKee states I want to back up for just a second the processing it isn't a hidden cost to the City of Union we are going to work around that. So do want to talk about the process. Have an idea to what the process is.

Mayor McCormack states I would like to talk about cost.

McKee states what about the process would you like to talk about that.

Mayor McCormack responds yes let's talk about the process.

McKee states I wish Patrick was here, because Patrick has met with USDA wildlife services, if the city opts to implement this program, Patrick started back on the east coast and south, he has actually conducted these hunts for deer and hunted rabbits for L.A. he fired 10,000 and had no missed shots. It is a fact that is what we are going to do. We can dance around this all day long we could call it euthanize but the fact is we are going to kill the deer, unfortunately you will kill the deer, you can't really downplay that. Patrick has done this and is prepared to do it. He has got some pretty darn good ideas in terms of implementation. He has considered what caliber of firearm to use, it will have some knock down some, foot pounds of knock down. It won't travel very fast or very far, this would be done during darkness, the reason for this is because the deer are more likely to be out and vulnerable there would be use of night scopes and night vision equipment, he is going to be accompanied by

trained spotter who will tell him when he has a clear shot, he is going to take shots that get the deer quick, going to record the time when and where the shot was fired. Coordinates will be noted and what direction the shot was fired in. If we do have say a damage complaint that can be researched and reviewed based on information recorded. One similar one is, we did some pretty significant drilling and shooting in The Dalles, all the houses close by the bluff. We knew exactly what the condition of houses before to this extent it is similar here. We will have enough recorded information here to know where the bullet went; there is no reason to expect he won't hit the deer.

Osburn asks if an infra-red camera will be used.

McKee states I don't know.

Osburn states it is just a thought.

Nick states some people aren't familiar with USDA Wildlife Services they are a federal agency, and all they do is wildlife damage and control such as coyote, cougar, bear, other places in the country they are doing deer and wild pig removal, they are experts in this type of work.

Mitsch asks do you think a lack of biodiversity or lack of natural predators is contributing to problem.

Leonard asks do you mean driving them into town is that what you mean?

Mitsch responds no like high populations.

Leonard responds no we don't have high population outside of city limits. In the Catherine Creek Unit the population is 40% of what we want. The town deer don't have the predation like the wild deer do, they have the best feed because everyone is watering their gardens and lawns all summer, they are very productive they don't have mortality factors other than cars, and you have mentioned seeing some deer physically sick predominately from density.

Mayor McCormack asks so if we brought cougars in town that might help.

Leonard states don't do that.

Laughing.

Mayor McCormack asks is Patrick that you talk about the one who would be doing the shoots.

McKee responds yes that is what we are proposing. That would be under contract with the city.

Later asks what type of costs are associated with that part of the contract service.

McKee responds most of the funds budgeted for this which is \$10,000, about 80% for USDA costs, there are some environmental documents that are being prepared and are pretty simple this has to be done as a categorical exclusion, because the federal government is involved. We will talk about that at another revision about the program.

Mayor McCormack asks Patterson for any questions.

Patterson responds no I have already been through this.

Mayor McCormack states I am not sure there is anywhere else to go with this.

McKee states let me make this request, it looks to me like, we have had meetings with ODFW they have been here, and they have offered support. We have had town hall meetings and I think we are at a point where I was hoping we could bring a resident deer management plan to city council in July for consideration so that if you want to make changes it can be done. Here is the reason why I am not trying to push it one way or another, but here is the thing if we are going to meet the goals and deadlines, to complete the contracts, to work through the kill permits there is paperwork to work through, if we don't get it done I guess we just postpone it and wait another year.

Mitsch states I think we should have more surveys and meetings.

Later states I would like to see a proposal in July to see what it looks like.

Mayor McCormack states my concern was would ODFW allow us to do this and now I understand they will let us but it is still going to be ODFW who determines the percentage.

Leonard responds you mean animals taken?

Mayor McCormack responds yes.

Leonard responds in conjunction with you. I'm open to discussion on how many animals you want removed on a yearly basis.

Osburn asks are those numbers going to be arbitrary in the plan or are they going to be hard.

McKee states my recommendation would be to approve the plan the way it is stated and report back to council in terms of how many. Right now just put a number on that would be kind of crazy seems like it would be appropriate to do some surveys. We could say there are 200 deer and we are going to remove 60.

Leonard states the number could be put in as a goal.

Osburn states the only reason I bring that up is because people ask and we need to respond.

McKee states here is what we talked about between 65 and 100 deer.

Mayor McCormack states by their count that would be over half the deer in town. I think we need to get more input from our residents. I have a feeling, there are other people.... (clapping) another town hall meeting.

Osburn states I think that city council needs to adopt something in a formal fashion and discuss why that proposal was approved and adopted before it goes into effect.

Mayor McCormack states if we hold a town hall and if we only have 50 people show up, we have to take those numbers based on who showed up. So far on town hall meeting it is very difficult to get residents show up and talk with us.

McKee states so we are going to put the final touches on this and put this on the July 11<sup>th</sup> city council agenda.

Mayor McCormack states right.

### 3. Avista franchise percent increase review-

Patterson states this is in regards to the motion to raise the rates. His concern is that we were negotiating. Kind of a move that wasn't really expected.

Osburn states I thought we left it the way they had it.

Shauna Norenberg (Minutes Secretary)- Knop made a motion to raise and council voted it down.

Mayor McCormack asks Norenberg if she has a copy of those minutes.

Norenberg responds no.

Mayor McCormack states work with Patterson I want those minutes.

Osburn states we voted to keep it as it was proposed in the document.

Later asks I am curious how it got to them

Patterson states I told them that.

### 4. Library book donations-

Patterson states this has been discussed before.

Mayor McCormack states it was brought to my attention that the friends of the library was selling used books on the libraries behalf, a year ago, it was stipulated that the FOL could not sell books and keep profit, the question it took me awhile to finally get an answer if someone donates books, but if those books are not cataloged is it the libraries property.

Patterson states the library used to keep them in storage, wouldn't actually put books into inventory.

Mayor McCormack states the library board didn't want to do it, so the FOL is and something that is confusing who owns the books.

Later states take those books from library box of books it is the property of library,

Patterson states they are not allowed to give them to another organization. Physically they can't really do that.

Later states to give away property to that private organization is not okay. It would be the same if it were a truck give it to someone to sell it privately not okay.

Osburn states if they are donating and taking a tax deduction then technically it becomes city property whether it went through the doors or not. It becomes public property.

Patterson states I want you to discuss what to do with donations and the money they get for those donations, anyone but the city, if they weren't donated to the city then they weren't donated.

Council talked about making sure that the money that is made from the book sales is given right back to the library by being put in the general fund.

Mayor McCormack states friends of the library can sell the books and the money goes back into library. That is what it is going to come down to.

Patterson states you need to agree to it in an open meeting.

## **5. ADJOURNMENT- Meeting adjourned at 7:09 p.m.**

Approved: \_\_\_\_\_  
Mayor, Ken McCormack

Attest: \_\_\_\_\_  
Administrator/Recorder, Sandra Patterson

971 N Bellwood

6/23/2016

Tall weeds and grass

Sent 10 day notice

7/7/2016

Delors Melton c/o sed is now mowed.

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Wednesday June 29, 2016 at 6 pm**  
**LEONARD ALMQUIST COUNCIL CHAMBERS, UNION CITY HALL**

- 1. Call to Order, Pledge of Allegiance, & Roll Call:** at 6 pm Mayor Ken McCormack and Councilors Randy Knop, Sky Mitsch, Doug Osburn, Matt Later and John Farmer. Sandra Patterson City Administrator/Budget Officer also attended.
- 2. Public Hearing on:** Resolution 2016-10. A resolution adopting the budget for the fiscal year of July 1, 2016 to June 30, 2017 making appropriations, levying and categorizing taxes.

Mayor opened the public hearing at 6:01 pm.

Mayor requested staff report from Patterson.

Patterson reported she had a couple staff requested changes she would like Council to consider for adoption other than what was proposed at the last budget meeting. She requested to review each of them page by page.

On page 11 in the water dept., Janitorial Servicers add \$1,000 and drop contingency from \$65,000 to \$64,000.

On page 14 in the sewer dept., Janitorial Services add \$2,000 for cover not only services at city hall put also at the plant. Drop contingency from \$50,000 to \$48,000.

In the new fund 240 100 Sewer Debt Service Loan (Patterson note this may be the first time Council is seeing this fund as the refinance of the loan has recently taken place and this fund was created to pay for the loan). Since the creation of the fund there has already been a need to change the numbers. The change does not require any money leaving the fund or coming into the fund. Only moving around within the fund to better reflect the actual amount of money paid out of each line item. Patterson referred the Council to their packet to see the changes.

Patterson noted that is all I have for changes in the 2016-2017 budget.

Mayor requested for testimony in favor of the budget adoption.

Dick Middleon, 10<sup>th</sup> Street. This budget is a 12% increase, it is a hardship in the citizens, citizens are trying to live within their means, and you are making citizens pay up. This is a big jump, the budget doesn't balance. There is not enough public comment on this budget. You need to go through the budget line item by line item and take more comment.

Mike Lowery S. 4<sup>th</sup> Street. He heard on the news s.s. is going up in 2017 by 2% but Medicare is also going up so there goes the s.s. increase. Not sure what the city council is trying to do to the people in Union. Council is not taking a look at what is going on around here, everything is drying up. It is a fire hazard. How can you approve a budget in one meeting with a city the size we have.

You know who I am. Bob Joseph (Birch Street?). Vacation rate is the regular fee now is that right? Whats the rate now? Patterson said no they are two different rates. He demanded to know what the rates were, Patterson said she would need to check the front office due to the

recent changes. Mr. Joseph continued, Council needs to stand up. You are quick to add on \$5 or \$10 to the sewer or water which is added to a lot of limited incomes.

Mayor closed the hearing at 6:16 pm.

Later shared he is frustrated by the lack of information to spearhead priorities.

Farmer shared he is still on a learning curve but concurred with Later. Future plans are not inline. The increases in the budget are not good. We have sold equipment that was good and now we are trying to buy the same equipment again.

Knop shared we can't deny increases in wages and material cost it all comes with a price. We can stay in this century or we can move into the next. We don't necessarily have to approve administrations budget as proposed, but when we don't know what citizens want we need to do something. We do a disservice when we don't say something about cost changes. City and staff have mandates to provided services and we need to consider that.

Osburn is frustrated by this budget. Next year we need a budget with council desires, need it to reflect local needs. Need to hold more town hall meetings to find out what the citizens want. This needs to be the last year to have the budget prepared in this manner.

Mayor shared Council has held a several town hall meetings.

Mitsch concerned with legal constraints she agrees with Osburn and Council needs to start earlier.

Later is frustrated with lack of evidence why we need to increase rates.

Mayor, evidence was given at budget meeting and at goal setting so what more do you need.

Knop motion to approve the 2016-2017 budget with proposed changes (Mitsch 2<sup>nd</sup>) passed 3/2. Knop, Mitsch, Later yes and Osburn and Farmer No.

3. Resolution 2016-14. A resolution declaring the City of Union's election to receive State revenues.

Later motion to approve res 2016-04 (2<sup>nd</sup> Osburn) passed 5/0

4. Resolution 2016-15. A resolution adjusting the 2015-2016 budget for the fiscal year ending June 30, 2016.

Knop motion to approve res 2016-04 (2<sup>nd</sup> Later) passed 5/0

## 5. ADJOURNMENT 6:44 pm

Approved: \_\_\_\_\_  
Mayor, Ken McCormack

Attest: \_\_\_\_\_  
Administrator/Recorder, Sandra Patterson

## *Union Activities –JUNE 2016*

The Union County Deputies contributed hours to the total for the month. The statistics reflect the activities for the Sheriff's Office.

The following will show the activity done by Sheriff's Deputies:

<b>HOURS</b>	<b>138.25</b>
CRIMINAL CITATIONS	0
TRAFFIC CITATIONS	1
WARNINGS	2
ARRESTS	1
CALLS FOR SERVICE	21
FI'S	4
WALK-INS	0
REPORTS	13
TOWS/IMPOUNDS	0
OTHER	9

**The above hours were allocated as follows:**

<b>PATROL</b>	<b>55%</b>	<b>TRAFFIC ENFORCEMENT</b>	<b>4%</b>
<b>REPORTS</b>	<b>11%</b>	<b>INVESTIGATIONS</b>	<b>30%</b>

**Activities include:**

- Routine patrol including foot patrol, school patrol, and traffic patrol
- Traffic control for Stock Show parade
- Follow up on a Criminal Mischief case
- Responded to a report of Unauthorized Entry in a Motor Vehicle
- Call for service for a Domestic Disturbance at a residence
- Report of possible Harassment, unfounded
- Arrested one subject on a Warrant
- Referred a report of possible animal neglect to Animal Enforcement
- Responded to a call of a suicidal female that was taken into custody and transported to GRH
- Report of Criminal Mischief-graffiti on the water tower
- Traffic accident in town, no injuries, one vehicle towed
- Investigation of Sex Abuse allegations, including multiple interviews, reviewing videos and follow up
- Responded to a call of possible stolen vehicle, found vehicle parked in different location
- Report of possible assault, unfounded
- Responded to a report of an abducted child, found after canvassing town, mother had picked up child without telling the sitter
- Follow up on possible assault at the Stockshow
- Took a report of a stolen cell phone
- Follow up on suspicious activity
- Attempted to locate a wanted subject
- Report of possible minors consuming alcohol at a wedding, Deputy advised
- Call for service in regards to a violent child, options explained
- Responded to a report of a dying deer in a residential driveway
- Report of burglary in a vacant building, extra patrol requested



## ***Union Animal Enforcement Hours –June 2016***

Animal Enforcement officers Lani Jones and Kati Heath contributed hours to the total for the month. These hours only reflect animal control activities.

The following will show the activities in Union by the Union County Sheriff's Animal Enforcement:

**HOURS: 8.75**

**Calls for Service: 6**

**Dog at large: 3**

Citations:

Warnings: 1

Impounds: 1

Other Action:

**Dog Bites: 1**

**Barking Dog: 2**

Citations: 2

Warnings:

Impounds:

Other Actions:

**Animal Abuse/Neglect: 2**

**Other: 1**

### **Activities Included:**

General Patrol including previously reported problem areas

Welfare check on a horse, no neglect noted. Horse had adequate food & water, and appears to be in great condition

Follow up on a dog at large chasing wildlife in the cemetery

Citation issued for a barking dog

Welfare check on sheep in a trailer near Stockshow grounds

Bark log dropped off to reporting party

Impounded a turtle

Responded to a report of puppies left in a shed, unable to locate puppies but left a notice to resident

Impounded one dog at Large

Impounded 6 cats



**May 2016 Report**  
**Union Carnegie Public Library**  
**Union, Oregon**  
**STATISTICS**

Patron Count.....	1205
Circulation Count.....	1709
Adult.....	1050
Children.....	659
Audios.....	77
Videos.....	318
Music CD's.....	19
Materials Added to the Collection.....	182
Materials Discarded from the Collection.....	30
Reference Questions .....	35
Volunteer Hours.....	89.0
Programs for Children &/or Adults.....	23
Participants.....	193
Computer usage.....	702.0 hrs.
New Patrons.....	5
ILL Requests.....	148

**Events and Additions**

- **Estimated wireless computer use for this month: 1303.0 hours.**
- **Prepare for Summer Reading Program “On Your Mark, Get Set...READ!”**
- **Set up Union School visit for Summer Reading promotion.**
- **Brainstorm EOLS Parade library float ideas.**
- **Send in EOLS Parade entry.**
- **Talk with the Friends of Union Library about bring in the Dragon Theater Puppets show again this year.**
- **Spoke w/Billie Jo w/ODOT regarding a bike rodeo during the SRP.**

**Coming in June**

- **School skit for Summer Reading Program.**
- **EOLS Parade.**
- **Summer Reading Program and Summer Art.**
- **Put up SRP banner.**
- **Hang up hanging flower baskets. Thank local rancher for there purchase.**
- **Hang up Summer Reading coloring sheet that are turned in.**
- **Set bike rodeo time with Billie Jo from ODOT.**
- **Tuesday Storytime – 10:00 AM.**

**“No entertainment is so cheap as reading, nor any pleasure so lasting.”**  
**– Lady Mary Wortley Montagu (English aristocrat, letter writer, and poet 1689 – 1762)**

**Office Manager**  
**Water/Sewer Monthly Report**

May 2016

- There was a total of 4 new accounts set up.
- all of these new accounts with a set up fee @ \$50.00 each = **\$200.00**
- 0 of these new accounts are established customers
- 3 regular turn off(s), @ \$16.00 charge = **\$48.00**
- 6 regular turn on(s), @ \$16.00 charge = **\$96.00**
- A total of 18 delinquent notices delivered @ \$10.00 = **\$180.00**
- Of those notices there was 1 delinquent turn off(s) @ \$16.00 = **\$16.00**
- Of the delinquent turn off(s) there were 0 turned on @ \$16.00 = **\$**
- A total of 79 accounts received a \$25.00 late charge = **\$1975.00**
- Two leak adjustments for a total of **\$255.62**

**Municipal Court Report**

- A total of **\$60.00** was paid on citations
- A total of 1 citations issued; 0 City Citation, 1 County Citations

The next court date has not been set as there has not been a decision on a judge at this time.

2016 City of Union, CITY COUNCIL GOAL SETTING SESSION  
March 26, 2016

Time	Agenda Item
10:00 – 10:30 AM	Local concerns and issues

*Submitted on behalf of and in consideration to citizen comments to Council Knop received by him as Oral Citizen Comments & Observations*

- **Comment, “City needs to have a Code Enforcement Dispute Resolution Program with Advocates for both sides of complaints/issues”.**

10:30 – 12:00 PM	Brainstorm new ideas
------------------	----------------------

*Councilor Knop refined citizen Local concerns and issues as follows*

- ***\*Establish geographical City Districts for administrating and operating “District Community Dispute Resolution” committees’. These committees’ would be tied to specific elected officials on a rotating basis, potentially adds layer of governance but when functioning properly can reduce staff workloads and city fiscal costs associated with code enforcement.***

***Enhanced public, government function provides improvements to both Citizens and City in following areas,***

- 1. Improves outcomes by City to Code Compliance necessary to reaching compliance standards with outcomes that are City-Wide,***
- 2. Reduces Code Compliance Officer time and resource of dealing with non-emergency or critical code impacts,***
- 3. Improves use of both Code Compliance Officer and City Fire Chief to attend to specific concerns/complaints rising to a level of critical or emergency impact status,***
- 4. Elected officials are viewed as citizen advocates but having an official advisory role to District Community Dispute Resolution committees’,***
- 5. Improved citizen engagement provides the community with knowledgably capable citizens, future leaders, problem solvers and decision-makers,***

*\*may require code modifications*

**Subject:** Hello Sandra & Louise,  
**From:** Vivian Matthews <vivian.matthews@unionsd5.org>  
**Date:** 6/13/2016 2:24 PM  
**To:** "i:admin@cityofunion.com" <admin@cityofunion.com>, library@cityofunion.com

I have chatted briefly with each of you about this idea. Here it is in writing--again, as just an idea that may never amount to anything, but could hold possibilities.

I am working on a brainstorming--anything goes--committee to improve Union School District. A crazy idea that I have is to combine all our libraries into one location and share the expenses of a library between the school district and the city.

At this point, this is just my hair-brained idea for some of us to talk about in terms of possibilities. It is not even close to a reality. I just want to explore the idea with you and the library folks.

My thinking is that this would improve accessibility by way of hours and by physical facilities. I am thinking that the Hutchinson building would be a place to house the new city-school library. Some money should be saved by the combining of three libraries into one location.

Again, this is not something that the school board or the administration knows anything about . . . I am just looking at the possibility of it even being a feasible idea to begin discussing. Is it something that the city might consider?

I know that there would be problems to overcome with school children, high schoolers, local citizens, and complete strangers mingling in the same building. Perhaps separate times and spaces would need to be set within the building.

There would also be the city versus school territorial feelings to avoid. Resentment could run high. Who is responsible for what? Who pays what? Who is the boss? There would be some real serious discussions that would have to happen.

I know that San Jose State University and the City of San Jose combined libraries several years ago. I would like to contact my alma mater and see how that has worked out over the years. Is it still working? How did it work? What benefits came to fruition? What problems emerged that could be avoided? What advice would they offer our small town?

If you have any thoughts as to whether this is feasible maybe or not even a remote possibility, please let me know so I can pass along your ideas to the school brainstorming group.

Hope your summer is stunning so far. It has barely begun.  
Vivian.

City of Union, Sandra Patterson  
UNION  
PO Box 529  
Union, OR 97883

RECEIVED  
JUN 30 2016

BY: \_\_\_\_\_

## RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2016**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

---

\$15.00 Renewal Fee for ON-PREMISES    \$15.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.  
**PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT**

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## HOW TO MAKE A RECOMMENDATION

**You have until 9/1/2016 to make your recommendation. Below are your options for renewals:**

### RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **9/1/2016**, the OLCC will process the renewal application as a favorable recommendation.

### RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to [OLCC.Renewals@oregon.gov](mailto:OLCC.Renewals@oregon.gov) or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 5138.

**REASONS WE MAY DENY OR RESTRICT A LICENSE**  
**ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322**  
**845-005-0325, 845-005-0326(4)(5) or 845-005-0355**

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

obtrusive or excessive noise, music or sound vibrations  
public drunkenness  
fights or altercations  
harassment  
unlawful drug sales  
alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

lack of parking  
increase in traffic  
too many licenses in a specific area (saturation)  
entertainment type - nude dancing, gambling, live bands, etc.  
increased noise  
zoning issues

Visit [www.oregon.gov/olcc/](http://www.oregon.gov/olcc/) to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

<u>License No./ Premises No.</u>	<u>Tradename/Licensee/License Type</u>	<u>Premises Address &amp; Phone</u>	<u>Premises Mailing Address</u>
Lic. 224610 Prem. 35449	<b>BUFFALO PEAK GOLF COURSE</b> UNION COUNTY L - LIMITED ON-PREMISES SALES	1224 E FULTON ST UNION, OR 97883 541-963-1001	1106 K AVE LAGRANDE, OR 97850
Lic. 225353 Prem. 25905	<b>FALK'S MINI MART</b> JR & J ENTERPRISES INC O - OFF-PREMISES SALES	363 N MAIN UNION, OR 97883 541-562-5043	PO BOX 675 UNION, OR 97883
Lic. 226697 Prem. 45504	<b>LG BREWSKIS</b> LG BREWSKIS LLC L - LIMITED ON-PREMISES SALES	267 MAIN ST UNION, OR 97883 541-562-6286	PO BOX 292 UNION, OR 97883
Lic. 226099 Prem. 50128	<b>THE HISTORIC UNION HOTEL APARTMENTS</b> CJ'S RIVERSIDE INN INC F-COM - FULL ON-PREMISES SALES	26 N MAIN ST UNION, OR 97883 541-562-1200	PO BOX 522 UNION, OR 97883
Lic. 226100 Prem. 50127	<b>THE HISTORIC UNION HOTEL APARTMENTS</b> CJ'S RIVERSIDE INN INC O - OFF-PREMISES SALES	26 N MAIN ST UNION, OR 97883 541-562-1200	PO BOX 522 UNION, OR 97883
Lic. 224859 Prem. 6067	<b>UNION SHOPPING CENTER</b> SMG INC O - OFF-PREMISES SALES	132 N MAIN ST UNION, OR 97883 541-562-6246	PO BOX 886 UNION, OR 97883

**Count for UNION**

**6**

CITY OF UNION, OREGON  
ORDINANCE NO. 554

**AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.**

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Oregon has filed with the City of Union, State of Oregon (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

**THEREFORE, THE CITY OF UNION DOES ORDAIN:**

**SECTION 1.0 DEFINITIONS**

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

**Avista:** means Avista Corporation, dba Avista Utilities, a Washington Corporation, and its respective successors and assigns, agents and contractors.

**City:** means the City of Union, a municipal corporation of the State of Oregon, and its respective successors and assigns.

**Commission:** means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

**Days:** means business days.

**Effective Date:** means thirty (30) calendar days from final passage of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

**Facilities:** means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not

limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, regulators, valves, meters, meter-reading devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

**Franchise:** means the grant by the City of rights, privileges and authority embodied in this Ordinance.

**Franchise Area:** means the surface and space above and below all public property and rights-of-way, including, without limitation, rights-of-way for: public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways of the City, as laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

**Gas:** means natural, manufactured, renewable and/or mixed gases.

**Maintenance, maintaining, or maintain:** means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

**Parties:** means City and Avista collectively.

**Party:** means either City or Avista individually.

**Person:** means a business entity or natural person.

**Right-of-way:** means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

**Right-of-Way Permit:** means a permit issued by the City of Union that allows the permit holder to perform activities within rights-of-way and easements within the City. The right-of-way permit specifies the conditions under which the activities may be allowed. May also be called a Street Cut or a Utility Operations Permit.

**State:** means the State of Oregon.

**Tariff:** means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

## **SECTION 2.0 GRANT OF FRANCHISE**

### **2.1 Grant**

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service to customers within the Franchise Area.

### **2.2 Effective Date**

This Ordinance will be effective thirty (30) calendar days following the date of approval and passage as required by law.

### **2.3 Term**

The rights, privileges and Franchise granted to Avista will extend for a term of 10 years from the Effective Date, and shall continue year-to-year thereafter, until (a) it is otherwise renewed for another 10-year term, or (b) terminated by either Party, with not less than 180 days prior written notice to the other Party.

Both parties may agree to the option of one successive 10 year renewal of this Franchise following the initial term of this Franchise. No fewer than thirty (30) days prior to expiration of the initial term of this Franchise, either Party shall notify the other Party in writing a request to renew for a 10 year period. If both Parties agree to the renewal, the renewal date shall commence the day immediately following the expiration date of the current term, and all terms and conditions of the Franchise shall remain the same.

### **2.4 Non-Exclusive Franchise**

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

### **2.5 Notice of City's Intent to Compete with Avista**

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

### **2.6 Assignment of Franchise**

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have

the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

## **2.7 Payment of Franchise Fees**

**2.7.1** In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City five percent (5%) of Avista's gross revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

**2.7.2** Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise.

### **2.7.3 Inspection of Books and Records.**

On ten (10) days' advance written notice to Avista, City may review such Avista books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Avista will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

## **SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE**

### **3.1 Compliance with Laws, Regulations, Codes and Standards**

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

### **3.2 Facility Location by Avista and Non-Interference**

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

### **3.3 Facility Location Information**

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

### **3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment**

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation, the growth of vegetation which encroaches upon its Facilities and Gas transmission and distribution corridors within the Franchise Area.

### **3.5 Right of Excavation**

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with the Right-of-Way Permit and Avista specifications.

### **3.6 Emergency Work**

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

## **SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS**

### **4.1 Reservation of Right**

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

### **4.2 Necessary Construction/Maintenance by City**

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than ten business days' notice of said work, except in the event of an emergency, and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

### **4.3 Expansion of Avista's Facilities**

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

### **4.4 Change of Boundaries of the City**

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

### **4.5 Removal of Abandoned Facilities**

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

### **4.6 Vacation of Properties by City**

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of operating, maintaining, and upgrading Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement

to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

## **SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES**

### **5.1 Relocation of Facilities Requested by City**

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated by the City for such purpose. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than ninety (90) calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the City. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities. If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

This provision shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below.

### **5.2 Relocation of Facilities Requested by Third Parties**

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

### **5.3 Availability of Other Funds**

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

## **SECTION 6.0 INDEMNITY**

### **6.1 Indemnification of City**

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

### **6.2 Indemnification of Avista**

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

## **SECTION 7.0 FRANCHISE DISPUTE RESOLUTION**

### **7.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

### **7.2 Dispute Resolution by the Parties**

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent

jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

### **7.3 Right of Enforcement**

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

### **7.4 Attorneys' Fees and Costs**

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

## **SECTION 8.0 GENERAL PROVISIONS**

### **8.1 Franchise as Contract, No Third Party Beneficiaries**

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

### **8.2 Force Majeure**

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

### **8.3 Prior Franchises Superseded**

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

### **8.4 Severability**

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

**8.5 Changes or Amendments**

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

**8.6 Supremacy and Governing Law**

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

**8.7 Headings**

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

**8.8 Acceptance of Franchise.**

Avista shall, within 30 days after passage of this Ordinance, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

**8.9 Abandonment or Suspension of Franchise Rights and Obligations**

Avista may abandon or amend the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

**8.10 Franchise Effective Date**

The Effective Date of this Franchise shall be \_\_\_\_\_, 2016, after passage and approval of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

**City's Language Attesting to Approval and Passage of the Ordinance**

PASSED by the City Council on \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_

City Recorder, City of Union

APPROVED by me on \_\_\_\_\_, 2016

\_\_\_\_\_

Mayor, City of Union

**Letter of Acceptance by Avista**

HONORABLE MAYOR AND CITY COUNCIL  
CITY OF UNION, COUNTY OF UNION, OREGON

**IN RE: City of Union Ordinance No. \_\_\_\_\_**

**“Granting a Franchise to Avista Corporation for the Construction, Operation and Maintenance of Natural Gas Facilities Within the City.”**

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Union. This acceptance is executed on \_\_\_\_\_, 2016.

Avista Corporation dba Avista Utilities

By: \_\_\_\_\_

Dennis Vermillion  
President, Avista Utilities

**Copy Received for the City of Union**

On: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
City Representative – Name

**UNION, OREGON GAS FRANCHISE  
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To: Mayor Ken McCormack

Date: May 16th, 2016

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Umpqua Bank is interested in and considering a gifting/transfer of ownership of our current location in Union, OR to the incorporated town/municipality.

In order to do this, Umpqua Bank has three primary stipulations:

1. The ability to house an Umpqua Bank ATM at the current location rent free in perpetuity. This would include access to the machine in order to repair and supply as needed.
2. The use of the facility by the municipality would be civic in nature and for the greater good of the community (e.g. senior center, youth center, museum).
3. The premise would not be re-saleable to another financial institution or for profit business unless fair market value of the property is repaid to Umpqua Bank by the municipality for 10 years from the date ownership is transferred.

We look forward to hearing about your reaction to these terms and interest in moving forward.

# Volunteer Application

City of Union 342 S. Main Union OR 97883

Phone 541-562-5197 Fax 541-562-5196

cityhall@cityofunion.com

## VOLUNTEER APPLICANT INFORMATION

Last Name <u>Weeks</u>		First Name <u>Louise</u>		MI
Address <u>PO Box 561</u>				
City <u>Union</u>			State <u>OR</u>	Zip Code <u>97883</u>
Home Phone		Cell Phone <u>541-910-0828</u>	Work Phone	
Email Address <u>weasa.weeks@gmail.com</u>				

## Emergency Contact Information

Last Name <u>Weeks</u>		First Name <u>Russell</u>		Relation <u>Husband</u>
Home Phone <u>541-562-5300</u>		Cell Phone		Work Phone

## QUESTIONNAIRE

Are you under the age of 18?  Yes  No If yes, how old are you? \_\_\_\_\_

Do you have a valid driver's license?  Yes  No

Have you ever been employed with the City of Union?  Yes  No

If yes, in what capacity? Library Director

Have you been convicted of any violation of the law (other than traffic violations)?  Yes  No

(If yes, please explain on a separate page)

What type of volunteering are you interested in doing? Library Board

RECEIVED  
JUN 29 2016

What days are you available?  Week days  Weekends  Every day

What times are you available  Mornings  Afternoons  Evenings

How many hours per week can you volunteer? 6 BY: \_\_\_\_\_

Some volunteer positions require long-term commitment of 3 to 6 months or more. Are you willing to make a long term commitment?  Yes  No

How did you become aware of the City's volunteer program? website - City Library

List any languages you speak or write other than English \_\_\_\_\_

The City of Union is required to carry workman's comp insurance on volunteers, please report dates & times of work.

Signature of Applicant M. Louise Weeks Date 6/29/16

## City Use Only

For Volunteer Position \_\_\_\_\_

Requested by: \_\_\_\_\_ Department: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

**CITY OF UNION RESOLUTION  
NO. 2016-16**

**A RESOLUTION APPROVING THE RESIDENT DEER MANAGEMENT PLAN – JULY 2016.**

**WHEREAS**, the mule deer population continues to thrive and increase within the City; and

**WHEREAS**, the mule deer have become habituated to humans and show little fear and aggression; and

**WHEREAS**, a Union City Council goal is to strike an acceptable balance to all residents of the City of Union that will facilitate the co-existence of citizens and mule deer within the community; and

**WHEREAS**, the Union City Council recognizes that the threat to citizens of Union, their pets, and property increases as the number of habituated mule deer increase in the City;

**WHEREAS**, the Union City Council has solicited and received recommendations from Oregon Department Fish and Wildlife (ODFW) regarding management of the resident mule deer; and

**WHEREAS**, the city of Union has finite habitat that will support a given number of mule deer without excessive damage to that habitat; and

**WHEREAS**, the City government, ODFW, and the residents of Union are all stakeholders in managing the resident mule deer.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Union does hereby adopt the proposed Resident Deer Management Plan – July 2016.

**ADOPTED** by \_\_\_\_\_ members of the Common Council voting therefore, and approved by the Mayor of the City of Union, this 11th day of July 2016.

Approved:

Attest:

\_\_\_\_\_  
Ken McCormack, Mayor

\_\_\_\_\_  
Sandra Patterson, City Administrator

# CITY OF UNION, OREGON

---



342 South Main St.  
P.O. Box 529  
Union, OR 97883

cityhall@cityofunion.com  
<http://www.cityofunion.com>

Phone: (541) 562-5197  
Fax: (541) 562-5196  
TTY: (800) 735-1232

*Home of Buffalo Peak Championship Golf Course*

---

City of Victorian Heritage

**Date:** July 6, 2016  
**To:** Honorable Mayor and City Council  
**From:** Rod McKee, P.E., Public Works Director/Administrative Assist.   
**Subject:** City Council Action Form – Resident Deer Management Plan – July 2016

---

City Council directed staff to prepare a plan for lethal reduction of the resident deer population at their May 11, 2016 City Council meeting. You have included in your City Council packet the Resident Deer Management Plan - 2016 (Plan) for your consideration. This final version has been reviewed, edited, and enhanced from the "Draft" version you reviewed during your June 27, 2016 Council Workshop. However, the basic premise for the plan remains unchanged. The Purpose Statement from the Plan is as follows:

- Reduce people/pet and deer conflicts.
- Reduce property damage and the resulting costs caused by the resident deer.
- Reduce the cost of disposing of deer that have died in the City.
- Improve the overall health of the resident deer herd.
- Reduce the risk to humans and pets due to parasites carried by the deer.
- Maintain the unique character of the community created by the deer's presence.

The Plan will incorporate strategies to accomplish the goals including public education, stepped up enforcement of the City's deer feeding ordinance, lethal population reduction, and continued evaluation of the program's effectiveness.

The possible actions before the City Council regarding the Plan include:

1. Adopt the Plan as Prepared. Adopt the Accompanying Resolution 2016-15;
2. Revise and Adopt the Plan tonight. Adopt Accompanying Resolution 2016-15;
3. Revise and Reconsider the Plan at a later Council Meeting;
4. Reject the Plan – Status Quo
5. Other Action - .

Staff recommends holding a minimum of one (1) Town Hall meeting after adopting the Plan to present and explain it to the public.

*CITY OF UNION, OREGON*

**RESIDENT DEER MANAGEMENT PLAN**

*July 2016*



**City of Union, Oregon  
Resident Deer Management Plan**

**July 2016**

**Prepared by,  
City of Union Staff  
In Cooperation with the  
Oregon Department of Fish and Wildlife (ODFW), NE Region Staff**

**Adopted by the City Council of the City of Union July 11, 2016**

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## **OVERVIEW**

Up until the Resident Deer Management Plan (Plan) was discussed by the City Council during a Council work session on June 27, 2016, most of the input the City administration had received regarding the residential deer population in the community has generally been negative. Some of the more serious complaints about the deer included injury to pets, injury to plants, trees, and property, aggressive behavior, parasites, deer droppings, and dead or dying deer. After the draft Plan was unveiled more vocal and social media community response has been heard that support protection and preservation of the local deer. While not based on any legitimate survey, the observed reaction towards the resident deer by the community appears to be close to evenly split between “take action” and “take no action” viewpoints. This split in community opinion seems to mirror other western communities with burgeoning mule deer populations.

Mule deer favor urban environments because of peoples taste in landscaping and gardening that is also favored browse of the deer. An ODFW wildlife biologist theorizes that Union’s resident deer herd likely started with a healthy mule deer doe or small group of does that wandered into Union and liked what they experienced. They had a great food source, abundant water, cover, and protection from predators. Those does raised fawn(s) that first year that likely became the first deer inhabitants of the community. Each year thereafter those first deer and their offspring raised more fawns that contributed to the population of deer that the community has today. With all the great habitat and lack of predators, the deer population has flourished.

The problem is the destruction that the residential deer herd can cause and the potential injury to pets and humans alike. How is that possible? Deer repeatedly exposed to humans without negative consequences will eventually become habituated or show little fear of humans. Habituated mule deer may become aggressive and pose a danger to human residents and their pets. Large mule deer numbers in urban areas can lead to more deer on the streets and increase the potential for deer/vehicle collisions. Mule deer populations attract predators to urban areas, creating a possible hazard for residents and pets. Urban improvements can also have a negative impact by presenting hazards for the deer. Also of concern is the greater potential for disease transmission due to the high densities of deer. (Source: Urban Mule Deer Issues, Fact Sheet #9, Mule Deer Working Group)

## **PURPOSE STATEMENT**

The goals of this Plan are as follows:

- Reduce people/pet and deer conflicts.
- Reduce property damage and the resulting costs caused by the resident deer.
- Reduce the cost of disposing of deer that have died in the City.
- Improve the overall health of the resident deer herd.
- Reduce the risk to humans and pets due to parasites carried by the deer.
- Maintain the unique character of the community created by the deer’s presence.

The Plan will incorporate strategies to accomplish the goals including public education, stepped up enforcement of the City’s deer feeding ordinance, population reduction through lethal means, and continued evaluation of the Plan’s effectiveness.

Questions regarding this Plan may be directed to Rod McKee, Public Works director/Administrative Assistant at (541) 562-5197.

### **BACKGROUND**

Last year (2015), the City of Union mailed a survey to City residents that was part of the City's August newsletter and included with the monthly utility bill. The survey asked, "*Should the City Administration pursue lethal and non-lethal means to reduce deer numbers within the City limits of the City of Union?*" Nine hundred-fifty surveys were mailed with 200 surveys returned. Of the surveys returned, approximately two-thirds supported population reduction, approximately one-third wanted to leave the deer alone, and around twenty of the respondents were in favor of only non-lethal control.

On a regular basis, Union City residents report deer associated problems to the City administration. Deer problems reported include deer damage to flowers, shrubs, trees, and gardens; deer injuring or fatally injuring dogs; deer droppings in lawn areas; tick infestations; aggressive deer behavior; injured deer; sickly appearing deer; and dead animals that need to be removed from the City. This list is likely not complete. While just about everyone enjoys seeing wildlife in their natural surroundings, wildlife population levels within urban areas can become problematic as they have here in our community.

City Council and City staff members have met with Oregon Department of Fish and Wildlife (ODFW) biologists on at least four (4) separate occasions to discuss options available to the City with respect to the resident deer population concerns and resulting problems. While the ODFW's big game damage control options do not include actual trapping and relocating of City deer or lethal population reduction by the Agency itself, the ODFW is committed to work with the City on this issue. Of all the options discussed thus far, the two (2) viable options available to the community at this time are:

- Do nothing (Status Quo).
- Education, raise community awareness, and resident deer population reduction using lethal methods.

The do nothing and lethal population reduction options were presented during a town hall meeting May 3, 2016 which was attended by around 40 citizens. During the Town Hall meeting, concerns with the resident deer population were identified. Attendees were given a chance to express their opinion. A show of hands during the Town Hall meeting showed approximately two-thirds of the audience was in favor of lethal deer population reduction and one-third favored the do nothing approach. A recap of the Town Hall meeting and informal poll results were presented to the City Council by staff during the regular May 11, 2016 City Council meeting. After discussing the issue and results of the Town Hall meeting, the City Council voted to authorize City staff to prepare a plan which would address the thriving deer population and related problems within the City. A draft Plan was prepared and then reviewed by the City Council during a Council work session on June 27, 2016.

### **IMPLEMENTATION**

This Plan provides a two-prong approach to addressing the problems and concerns created by the resident deer in the City. First, the Plan requires that the City assist the residents on the Community by collecting and making available information that will help them to live alongside the resident deer. The second part of the Plan provides for a method of reducing the number of deer that are present within the City limits to a more acceptable level.

The Plan provides a process to address the resident deer issues within the City Limits. City administration will compile available information and resources from the ODFW, other communities, and the web to provide recommendations and suggestions for living with urbanized deer that will be made available to the public. Some of this information could include:

- Deer proof fence plans for construction.
- Legal hazing techniques.
- Deer resistant plants and shrubs.
- Understanding the life cycle and exhibited behavior of the mule deer throughout the year.
- Contact information for dealing with deer issues discussed in this Plan.

While part of this Plan does call for a reduction of deer numbers in the City, the goal of this Plan is not to eliminate all resident mule deer within the City Limits. As previously stated, resident mule deer presence within the community provides a unique experience for the community and its visitors alike to observe these extraordinary game animals in close proximity.

The City of Union has an Ordinance that prohibits the intentional feeding of deer within the City. The Ordinance provides for a fine of up to \$500 for each conviction on a violation of this ordinance. This measure is necessary to deter deer from coming into town, looking for handouts. Enforcement of the provisions of this ordinance is also being required by the ODFW for their continued assistance with the resident deer management.

Population surveys will be conducted to provide an accurate estimate of how many resident deer inhabit the City. These population surveys may be conducted at several times during the year to establish the resident deer population estimate. Next an acceptable number of deer will be determined for the urban area of the community. This reduced population is actually what would be referred to as the carrying capacity of the habitat, which would foster a healthy deer herd and reduce associated negative concerns. From these two (2) numbers, the number of animals targeted for reduction from the herd will be determined.

The goal is to reduce the deer population to a more acceptable level where deer and residents can coexist, the carry capacity of the available habitat is not being taxed, property damage and deer/human/pet encounters are reduced, and the exposure to humans and pets from parasites the deer can carry is reduced. The benefactors of this program will include both City residents, resident's pets, and the qualified meal assistance programs who will receive the venison.

The deer herd reduction utilizing lethal methods component of this Plan is expected to first be implemented in the fall of 2016. Population reduction would not begin before that years fawns are old enough to survive on their own. Initial predictions are herd reduction would commence in late October/early November. The population reduction of the resident deer herd would continue into the winter until the number of animals targeted for removal has been reached or conditions warrant discontinuing this portion of the Plan. Ample advance notice of the this portion of the Plan implementation and timeline would be given through public notices, monthly City newsletter, City Facebook page, and the City's website. Written permission to use specific properties throughout the community would be obtained by City staff in advance of implementation. Absolutely no deer population reduction would occur on any properties without written permission.

Most of the resident deer herd reduction effort will occur during the evening and early morning when deer are most vulnerable. Methods employed may include spot and stalk, setting up on a known travel route, setting up on a baited site, or some combination of these methods. Only a highly skilled, trained, and experienced marksman would be employed to harvest the deer. The marksman would be accompanied by a trained and experienced spotter who would make sure the area between the marksman and deer and beyond are safe for the operations. Night vision optics, when required, will be used by both the marksman and the spotter. A muzzle brake will be used on the firearm to minimize alarming the animals.

The marksman will record the date, time, position, and direction of each shot taken during the course of this work. A firearm with adequate knockdown power and slow bullet velocity with limited range would be employed by the marksman. Each shot will be planned and taken in such a manner as to minimize safety risks during execution of the herd reduction.

After an animal has been dispatched, a work crew consisting of volunteers and from time to time City staff will field dress the animal. All offal will be removed from the site and the animal taken for distribution.

### **COST**

Providing deer resource materials and working with the community on reducing deer damage to private property together with addressing aggressive/dangerous deer is expected to have a minimal financial impact on City resources. Stepped up enforcement of the City's ordinance prohibiting the feeding of the resident deer will be required and will add some cost. Reducing the deer population through the use of a marksman is expected to cost from \$8,000 to \$9,000 the first year. Ten thousand dollars been budgeted in fiscal year 2016/2017 for the Plan. These funds would cover the following direct City costs:

- Marksman and spotter cost (personnel).
- Ammunition cost.
- Environmental clearance documentation if required.
- Incidental costs.

No more than the \$10,000 budgeted, together limited staff resource expenditures during implementation of the Plan are expected to be incurred.

Carcasses properly cared for and inspected may be given to qualifying charities for them to process. This should keep ODFW costs for meat processing to a minimum. Deer attractant, when used, will also be provided or paid for by the ODFW.

The City will provide assistance to the marksman, for collecting and preparing carcasses, and disposing of offal. This assistance may be in the form of City employees or volunteers. The City will also provide the staff time necessary to administer the program and to coordinate activities with the ODFW and USDA Wildlife services.

### **AGGRESIVE AND INJURED DEER**

Resident deer that are showing aggressive tendencies or that have injured a person or pet may be destroyed by the proper authorities. The general public is not empowered with that authorization and, even as the result of the best intentions, a good Samaritan could be cited and fined, if convicted of discharging firearms, and archery equipment within the City limits. With aggressive deer, it is important to note any distinguishing marks or characteristics of the subject animal so that it may be identified readily from other resident deer. The location of an injured deer should be noted as specifically as possible, through coordinates, an address, or intersecting streets. Under no circumstances should an untrained individual approach and attempt to help an injured animal. Injured animals can be much more dangerous and unpredictable than those that are healthy and can flee perceived danger.

### **CHEMICAL REPELLENTS**

Several techniques are available to deter resident deer. Deterrents are modestly effective when deer densities are relatively low and often lose effectiveness as deer abundance and problems grow. A variety of chemical deer repellents are commercially available. Repellents rarely work and require constant reapplication, especially after rain, snow, or irrigating. Scare devices are available locally and can sometimes be effective at deterring resident deer. Motion lights, motion sounds, and motion sprinklers are reported to be used locally with varying success. (Source: Urban Mule Deer Issues, Fact Sheet #9, Mule Deer Working Group)

### **TRAPPING AND RELOCATING**

The ODFW has not had success with trapping and relocating habituated deer from other Northeastern Oregon communities back into the wild in the past. Many of the deer that were relocated eventually return to the area where they were trapped and trapping is only effective under certain extreme weather conditions when the deer can be coaxed into traps. While wildlife agencies in other States are capturing and relocating urban deer to more remote, suitable habitat on a limited basis, an internal ODFW policy prohibits deer relocation due to the risk of exposing a healthy wild herd to disease or parasites from a habituated population. Even when allowed, this approach is extremely time consuming and labor intensive, with uncertain effectiveness. (Source: Urban Mule Deer Issues, Fact Sheet #9, Mule Deer Working Group)

### **CONTRACEPTION**

Contraception is often proposed as an alternative method to reduce overabundant deer populations. However, it is not currently feasible to apply in free-ranging deer populations. (Source: Urban Mule Deer Issues, Fact Sheet #9, Mule Deer Working Group)

### **PUBLIC RELATIONS**

Public input and public awareness are a crucial aspect of managing the resident deer. There are a wide range of opinions regarding deer within our community. Some people enjoy seeing deer in and around their homes and will tolerate damage the deer cause, while others see the resident deer as a hazard, a nuisance, and a cost. Prudent consideration of all factors involved, transparency of the Plan, and implementation, and proper public education are critically important for the success of this Plan. (Source: Urban Mule Deer Issues, Fact Sheet #9, Mule Deer Working Group)

Most importantly the Community needs to be kept informed of how the Plan is working and if the goals are being met. A public relations (PR) person will be designated by the City Administrator to keep the community as a whole informed. In addition, all media inquiries and media requests will be channeled through the PR person. The PR person will be intimately familiar with the Plan, its execution, and results. Regular reports and updates will be given by Staff during City Council meetings and made available to the general public regarding any issues surrounding the plan.

**PLAN EVALUATION**

Once every twelve months this Plan will be evaluated by the City Council to determine if the goals of the Plan are being met. This Plan and its contents may be corrected, revised, or discontinued based on the annual evaluation.

**CITY OF UNION RESOLUTION  
NO. 2016-17**

**A RESOLUTION OF THE CITY OF UNION ESTABLISHING A PROCEDURE TO GIVE DONATED LIBRARY BOOKS AND WEDED CITY BOOKS TO A NON PROFIT TO SELL ON BEHALF OF THE CITY**

**WHEREAS**, the City of Union receives and owns donated books and would like to sell the books; and

**WHEREAS**, the library's weeded books are removed and are no longer usable in the library; and

**WHEREAS**, the nonprofit organization Friends of the Library hold a book sale every year; and

**WHEREAS**, Friends of the Library can easily sale the books on behalf of the city; and

**WHEREAS**, the funds will be collected and deposited in the general fund and by resolution an expenditure line in the library fund will be created and spent at the discretion of the Librarian; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Union does hereby approve Friends of the Library to sell city property at their book sale and turn proceeds over to the city.

**ADOPTED** by \_\_\_\_ members of the Common Council voting therefore, and approved by the Mayor of the City of Union, this 11th day of July 2016.

Approved:

Attest:

\_\_\_\_\_  
Ken McCormack, Mayor

\_\_\_\_\_  
Sandra Patterson, City Administrator

**CITY OF UNION  
ORDINANCE NO. 553**

**AN ORDINANCE TEMPORARILY SUSPENDING 2.5% WATER RATE INCREASE FOR THE 2016-2017 YEAR.**

**WHEREAS**, the City of Union Ordinance 508 Section 6 Adjustments requires a yearly 2.5% rate increase in both water and sewer; and

**WHEREAS**, the City of Union City Council finds the rate increase is not necessary due to adequate revenue for the 2016-2017 budget year and therefore request to temporarily suspend the 2.5% for the fiscal year only in the water fund;

NOW THEREFORE, BE IT ORDAINED by the City of Union, Oregon:

Section 1: The City Council directs the Budget Officer to not increase the water rate by the required 2.5% during the 2016-2017 fiscal year.

PASSED AND ADOPTED by the City Council of the City of Union, Oregon, and signed by the Mayor of the City of Union, Oregon, this 8th day of August 2016.

\_\_\_\_\_  
Ken McCormack, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Patterson, City Administrator/Recorder

Ord. No. 553

# CITY OF UNION, OREGON

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*Home of Buffalo Peak Championship Golf Course*

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City of Victorian Heritage

**Date:** July 7, 2016  
**To:** Honorable Mayor and City Council  
**From:** Rod McKee, P.E., Public Works Director/Administrative Assist.  
**Subject:** May 2016 Public Works Report

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## STREET

Continuing to work with ODOT on a project to replace sidewalks and pave West Beakman Street (Catherine Creek Highway) from South Main Street to South College Street at this time. The project would involve storm system improvements, curbing, sidewalks, paving, and striping. Ace Clark, P.E ODOT District 13 Manager is working on a grant to pay for most of the sidewalks. The sidewalks will need to be ADA compliant. Engineering design costs should be covered by the grant.

- We have a young man named Alex from Community Connection who empties the downtown trash cans once or twice per week.
- Weekly project planning meetings.
- Monthly safety meetings
- Ongoing, Schubert development review.
- Cold mix pothole patching work generally in the northeast corner of town in anticipation of Stockshow.
- Working on street maintenance project/contract with Anderson Perry and Associates
- Set up traffic control for Stockshow Parade. City staff took personal leave to accomplish this work. However, City vehicles, signing, and barricades were used.
- Arrange for ODOT to sweep Main Street before Stockshow parade.
- Obtained 280 cubic yards of reject rock for gravel street maintenance.
- Remove overhanging low limbs and grade, add reject rock, and compact South Dewey from Dearborn to Fulton.
- Mow sections of street right-of-way that are mowed annually.
- Removed a wild rose causing site issues at intersection of Bellwood and Center.,
- Applied soil treatment to various test sections of street. This should reduce grading time.

Upcoming tentative schedule:

1. Prepare contract documents for street maintenance bids. Work is estimated to start in August or early September be completed by the end of September. Scope of work will depend on bid prices received and amount of funding that can be dedicated to the project. The estimated cost of street maintenance work will not exceed approximately \$120,000.

*The City of Union, Oregon is an Equal Opportunity Employer.*

2. While our initial goal was to lower manhole frames, lower gate valve boxes, add make up rock, grind, and add soil stabilizer, compact and grade East Fir Street from North Main Street to the Stockshow grounds prior to this year Stockshow in June. Base on some more pressing office work, the design and contract document preparation has been pushed back. We will need outside engineering assistance to meet our goal. Anderson Perry and Associates, Inc., the City's Engineer of Record will assist. Manhole covers and valve box adjustments will be made after the new street surface is prepared.
3. Blade gravel streets and add 3 to 4 inches of surface rock as time and resources allow.
4. Grade edges of paved streets to improve drainage away from the surfacing before next fall.
5. Blade or Layton box pave various sections of improved City streets the same as last summer.
6. Apply dust control on North First Street along the Ranger Station Property.
7. Apply dust control on approximately 10 blocks throughout town as a test to see if this will reduce future blading requirements.
8. Weed control, especially goat head vine along streets throughout the City beginning in late summer.
9. Weed spraying curb lines and along pavement edges.

## **WATER**

Daily, weekly, and monthly scheduled and unscheduled work takes approximately one-third of the available time for the water department staff. Examples of these activities include, but are not limited to, recording daily information at the wells and reservoir; sampling the water system for compliance with State and Federal rules; performing water turn-offs and water turn-ons; utility locates; reading water meters; hanging delinquent payment shut-off notices; and checking the intake on Catherine Creek to make sure water is available to the stock tanks along the water line route; exercising mainline valves; and flushing hydrants depending on the time of year.

Routine water samples from the water system which were tested this month continue to show no coliform bacteria present. The City water system and supply continues to be in compliance with Safe Drinking Water Rules. Very few complaints for City water taste or odor. Most complaints can be traced back to the internal plumbing downstream of the City meter.

Water system projects this month included:

- Locates for utility projects.
- Monthly meter reads, shut-off notices, shut-offs, and turn-ons.
- Ongoing after each project, cleanup work truck, put up tools, and organize.
- Continue working on plans for Water System Improvement project #5 on Harrison Street from Grande Street to Fulton Street.
- Ongoing, Schubert development review.
- Repair water service leak on Main Street and Bryan.
- Pursue reimbursement for costs associated with a Contractor damaging a City water main in the course of their work.
- Visually inspected from ground level the 2015 water reservoir coating. No obvious problems observed.
- Water tank was vandalized with graffiti during the week of Stockshow. Had to remove the graffiti using a non-destructive organic cleaner. No damage to paint.
- Screen on creek intake repaired.

- Installed water service on Fifth Street.

Upcoming tentative schedule:

1. The water line replacement project #5, Replace existing steel line in South Bellwood from Fulton Street to Harrison Street with new main line and services rescheduled to begin in mid to late July after seasonal part time person is on board.
2. Hydrant flushing August/September.
3. Exercise main line valves, fall of 2016.
4. Complete radio read meter conversion, Spring of 2017.
5. Purchase water line materials for next water line replacement project.

The Consumer Confidence Report (CCR) that was to be mailed to all customers on or before July 1, 2016 did not meet that deadline. We expect to mail the CCR to customers early next week. We use a Contractor to prepare the CCR and wires got crossed somewhere between the City and them. This will not result in any fines to the City.

## **SEWER**

Monthly sewer rates for Routine maintenance work includes sampling; daily reads; monitoring golf course storage pond levels; monitoring integrity of golf course pond banks, checking oil and greasing motors and pumps; sludge wasting; sludge dewatering; sludge bed mixing; hauling sludge; and wash downs. Robin typically reports to the WWTF to help with wash downs and labs on Monday's each week.

Wastewater system projects this month included:

- Completed monthly DMR and submitted on schedule.
- Treated effluent from WWTP discharging to golf course.
- Recirculation pump setup in primary digester ready to be dropped into the tank. Recirculation to begin this month.
- General housecleaning.
- Continued work on USDA Loan Refinancing. Loan closed on July 7, 2016.
- Ongoing, Schubert development review.
- Weed spraying and cleanup around WWTF fence. Limited mowing around facility. Field behind transfer station cut for hay.
- Installed sewer service on North Fifth Street.

Upcoming tentative schedule:

1. Clarifier arm replacement is being rescheduled to fall of this year so that the fine air diffusers in the primary digester can be changed to coarse air type. This will improve mixing.
2. We will also be flushing, jetting, and television inspecting some areas of the collection system. That work is scheduled for September/October.
3. There is a manhole that still needs adjusting on West Birch Street, April 2016.
4. Modifications to influent and effluent flow measuring systems to compensate for the lower influent flows the plant is now experiencing, July/August.

5. Continuing to work on the ammonia and temperature limits for the WWTP and postpone expensive upgrades, at least for the foreseeable future, 5 to possibly up to 10-years. Waiting for a response from ODEQ on latest ammonia testing we submitted.
6. Possibility of assisting the City of Island City with television inspection of some of their sewer system in exchange for utilizing sewer system equipment in our system for maintenance.

One outstanding permit violation from last November still needs to be addressed.

### 2000 USDA Bond Refinancing

Loan closed on July 7, 2016.

### **PARKS**

Nichole Lantis from here in Union began assisting with Park and other maintenance duties this month. Having her to help with the upkeep of the Park and the Ranger Station has been a big asset. She will help through August or so.

Each day the restrooms are checked first thing in the morning, cleaned and restocked as required, and the park trash cans checked, and emptied when required.

- The park grass is in a growing spurt and requires mowing once a week.
- Irrigation being operated daily.
- Irrigation system repairs.
- Park lawn area sprayed for broadleaf weeds. Perimeter areas sprayed for noxious weeds.
- Community service person weeded volleyball area.
- Park trash cans are emptied at least once per week. After Stockshow and throughout the summer we will have some assistance emptying those cans.
- Install new hose bibb at rest room building.
- Research, demo, and receive prices for new riding mower.

Upcoming tentative schedule:

1. Mow and trim Park Station weekly
2. Mow transfer station lot, bi weekly..
3. Maintain irrigation system to insure lush grass.
4. Trim trees and brush.
5. Repair walking path.
6. Add additional sand to volley ball area. The Union High School volley ball team will be helping out with placing and raking.

### **RANGER STATION**

Work this month consisted of watering and mowing. Weed eating along the highway was completed. Low branches on one tree were trimmed to improve site vision from North First entering Main Street.

Upcoming tentative schedule:

1. Mow and trim Ranger Station weekly to biweekly.
2. Irrigate on a limited basis. Last year attempts to keep Ranger Station grass green resulted in very high water use. This will be pared back this year, so the grass may dry up during mid-summer.
3. Spray and fertilize.

**MISCELLANEOUS**

City Resident Deer Population City staff have met with the Oregon Department of Fish and Wildlife (ODFW) biologists to develop an outline for the deer population and damage control plan, now called the Resident Deer Management Plan (Plan). A draft Plan developed by the ODFW and City staff was presented to the City Council during a June 27 City Council work session. The Plan will be submitted to the City Council for approval and implementation on July 11, 2016. Staff recommends that a Town Hall meeting be scheduled sometime in July to present and discuss the Plan adopted by the City Council with the residents.

429 E Birch (corner of Dewey & Birch)

5/04/2016

Truck and Trailer w/a bobcat on it also a horse trailer in RT/way. (picture)

5/11/2016

All the above has been moved.