BURNS CITY COUNCIL MEETING

Wednesday, November 11, 2026, at 6:00 p.m.

Burns City Hall
242 S. Broadway
Burns, Oregon 97720

Mayor Jen Hoke

Councilor Susan Lowe	Councilor Bryan Garo
Councilor Shane Brockmann	Councilor Chase Patterson
Councilor Andrew Roy	Councilor Tod Gahley

COUNCILORS AND CITIZENS ARE WELCOME AND ENCOURAGED TO JOIN THE REGULAR COUNCIL VIA ZOOM.

Members of the public and media wishing to address the council during any public comment period will be able to join the webinar as an "attendee." Attendees will be able to view the Webinar on a desktop, laptop or mobile device such as a smartphone or iPad by using the following link: https://us02web.zoom.us/j/9020143459Meeting ID: 902 014 3459

I. Call to Order

II. Pledge of Allegiance

III. Establish Quorum (*Roll Call*)

IV. Public Comments

Members of the public desiring to address the Mayor and Council shall first be recognized by the Presiding Officer and then state their name and address for the record. Unless otherwise designated by the presiding officer, each person shall have up to three minutes to present their comments. City Councilors normally should not directly respond to a public comment during the public comment period. Councilor comments should be held until the Councilor comment period.

V. Agenda Approval and Added Agenda Items (*Discussion/Action*)

Any matters added to the agenda at this time will be discussed during the "New Business" portion of this Agenda or such other time selected by the council.

VI. Consent Agenda (*Discussion/Action*)

Information concerning matters listed on the Consent Agenda has been distributed to each member of the council for reading and studying, is routine, and will be enacted or approved by one motion of the council without separate discussion. If a separate discussion is desired concerning a

particular matter listed in the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda at the request of any council member.

City Council Special/Work Session Meeting Minutes October 14, 2026

Recording for October 14, 2026, City Council Special/Work Session meeting:

https://zoom.us/rec/share/MAoSFijYx4aDDEVtT9hPZIpsCkFq89mqwXGX1UKrmcecZ7mzUaoi3xSwMjZMStLE.XiGmPd_VF_xOd_vB?startTime=1792022268000

Passcode: qQ+ECi4M

VII. Accounts Payable – City Manager Brenda Engebretson

VIII. New Business (Discussion/Action)

1. Special Public Works Fund Development Project Financing Contract Amendment (Name Change and Project Description for Project # L26001)

2. Water Rate Increase Discussion

3. Personal Services Agreement for Legal Advice Program with League of Oregon Cities (LOC)

IX. Old Business (Discussion/Action)

X. Resolution/Ordinances (Discussion/Action)

1. Resolution No. 26-832 – A Resolution of the City Council of the City of Burns, Oregon, authorizing the city to participate in legal program of the League of Oregon Cities (LOC)

2. Resolution No. 26-833 – A Resolution declaring certain city equipment owned by the City of Burns to be surplus property and indicating the intent and method for the disposal of such surplus property.

XI. City Manager Report (*Discussion/Action*)

XII. Committee Reports (*Discussion*)

1. Cemetery Committee – Councilor Lowe
2. Safety Committee – Councilor Roy
3. Airport Committee – Quartey Update by Fire Chief Scott Williamson
4. R3 – Councilor Gahley
5. URA – Councilor Garo
6. Waterways Committee – Councilor Hoke

XIII. Councilor Comments (*Discussion/Action*)

XIV. Adjourn

The Burns City Council meetings are available via Zoom and in accordance with ORS 192.610 to 192.690, these meetings conform to guidelines set forth in public meeting law. In accordance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Recorder Tiffany Leffler (541) 573-5255 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance. If a request is made, the city will make a reasonable attempt to honor the request.

Updated Agenda Posted: November 5, 2026, at Burns City Hall, Burns Post Office, Harney County Courthouse, City of Burns Website, and City of Burns Facebook Page.

Burns City Council
Special/Work Session Meeting

October 14, 2026

The Burns City Council met in a Special/Work Session meeting on October 14, 2026, at 5:00 p.m. Members present were as follows:

Mayor:	Jen Hoke
Councilors:	Susan Lowe
	Bryan Garo
	Shane Brockmann
	Chase Patterson
	Andrew Roy
	Tod Gahley

Also, in attendance were City Manager Brenda Engebretson, Police Chief Robby Tiller, City Clerk Tiffany Leffler, and City Attorney Jeremy Green.

Mayor Hoke called the meeting to order at 5:30 p.m.

SUMMARY

The meeting was a special/work session of the Burns City Council focused on training regarding council roles, public meetings, public records, and ethics. The city attorney, Jeremy Green, presented a roadmap covering the council-manager form of government, the specific roles of the city manager and the council, and the importance of respecting the chain of command when communicating with staff. He explained the different ways the council makes decisions, including ordinances, resolutions, motions, and consensus, and highlighted potential areas of personal liability for councilors, such as budget law violations, conflicts of interest, and public meetings law violations. Jeremy detailed the requirements of Oregon's public meetings laws, including the rules for executive sessions and the risks of serial meetings, and discussed the broad scope of public records and the proper process for requesting them. The session also covered ethics, including the difference between potential and actual conflicts of interest, the $50 annual gift cap, and the requirement to file a statement of economic interest. During the presentation, council members asked clarifying questions about the distinction between the city charter and council rules, the appropriateness of individual councilors requesting public records, and the legal and optical implications of private communications and interactions with the public.

ITEMS OF DISCUSSION

Council Training – Roles, Public Meetings and Records, Ethics –

The City Attorney, Jeremy Green, provided training along with a slide show (attached) to address the council-on-council roles, public meetings, records, and ethics. He explained the council-manager form of government established by the 1996 Burns Charter, where the council appoints a city manager to implement policies while the council sets policy. The discussion covered the importance of maintaining proper chain of command between council members and the city manager, with Jeremy emphasizing that no individual councilor has authority over city staff and that staff communications should go through the city manager.

The training addressed different types of council decisions (ordinances, resolutions, quasi-judicial actions, motions, and consensus). The conversation also included questions about council members' ability to request information from staff.

Jeremy explained that individual counselors cannot direct employees to perform specific tasks without council authorization through motion or consensus and emphasized that job performance concerns should be directed to the city manager. He outlined various liability risks for counselors including budget violations, conflicts of interest, public contracting violations, and harassment claims, noting that such actions can expose both the individual counselor and the city to legal liability. The discussion covered best practices for counselors to avoid potential issues, including proper disclosure of conflicts of interest and avoiding sidebar conversations with contractors about city business.

Jeremy provided a comprehensive overview of Oregon's public meeting laws, commonly known as the Sunshine Law, which prohibits governing body discussions and decisions from occurring in private. He explained that while the law guarantees public access to meetings, it does not require public comment opportunities except in statutorily required land use hearings. It was also discussed how modern technology has expanded communication methods and emphasized the importance of using city-provided devices for official business to avoid potential issues with public records requests and litigation.

Oregon's public meetings law requirements for executive sessions were also discussed, explaining that while executive sessions can exclude the public, they must remain open to the press unless involving specific litigation matters. It was outlined that common mistakes in executive sessions include wrong reasons, improper subjects, unauthorized disclosures, and attempting to make final decisions during closed sessions. The discussion covered consequences of non-compliance, including legal action, ethics complaints, potential fines up to $1,000, and negative public perception, with Jeremy noting that ethics complaints against councils for violating executive session laws have increased in recent months.

Public records requests and the appropriate procedures for accessing them were also discussed. Jeremy explained that public records can include electronic communications like emails and text messages and emphasized that requests should be made using the city's official public records request form rather than through individual counselors. When asked about individual counselors' ability to request records, Jeremy clarified that while the city charter and rules provide some guidance, counselors should submit formal public records requests rather than directing staff directly, unless there is council consensus, to avoid creating inefficiencies and potential conflicts of interest.

The meeting really focused on ethics and legal requirements for city council members. Jeremy explained conflict of interest rules, including the distinction between potential and actual conflicts, and discussed proper communication protocols between council members and staff. Key points covered included the $50 annual gift cap, requirements for filing statements of economic interest by April 15th, and guidelines for appropriate public discussions to avoid violating public meeting laws.

The council members requested copies of the presentation materials, council rules, and charter documents, which will be shared by City Clerk Tiffany Leffler.

NEXT STEPS

1. City Clerk Tiffany Leffler: Send presentation slides, recording of the meeting, the council rules, and the link to the city charter/municipal code to all council members.

ADJOURN

Mayor Hoke adjourned the meeting at 7:24 p.m.

Tiffany Leffler, City Clerk

Jen Hoke, Mayor

COUNCIL TRAINING

ROLES, PUBLIC MEETINGS AND RECORDS, ETHICS

October 14, 2026

BRYANT
LOVLIEN
& JARVIS

EST. 1915

ATTORNEYS AT LAW

INTRODUCTION

Bryant, Lovlien & Jarvis, P.C. provides legal representation for individuals, businesses, and public agencies throughout central and eastern Oregon. We have legal experience in a broad range of practice areas, including, without limitation, municipal law, business and corporate law, real estate law, and labor and employment law.

- Jeremy M. Green – Attorney & Shareholder

BRYANT
LOVLIEN
& JARVIS
EST. 1918
ATTORNEYS AT LAW

ROADMAP

Today's presentation will cover the following topics:

1. Council Roles
2. Public Meetings Laws
3. Public Records Laws
4. Councilor Ethics

BRYANT
LOVLIEN
& JARVIS
EST. 1915
ATTORNEYS AT LAW

Council Roles

Overview

- Council-Manager Structure
- Council Role
- Staff Communications
- Councilor Liability

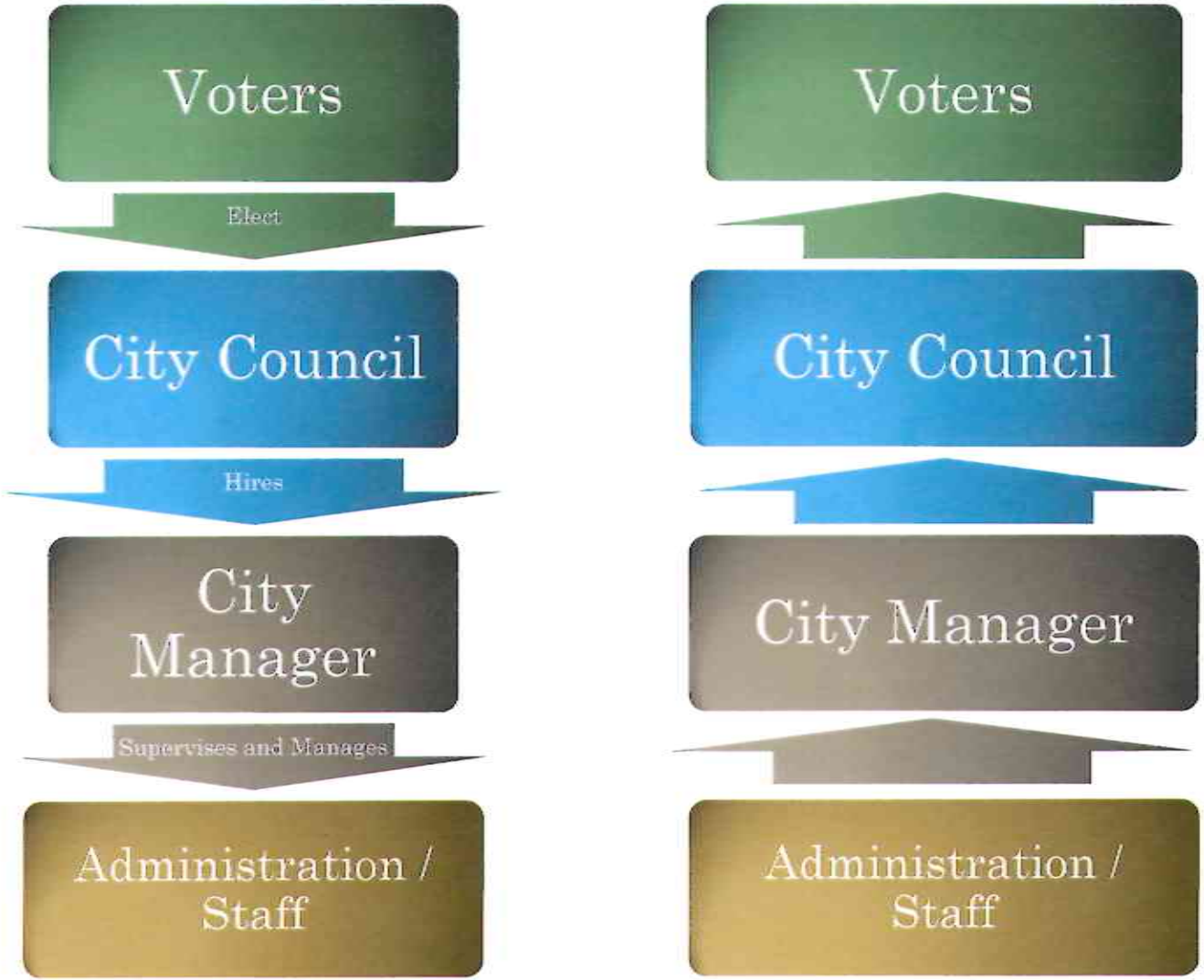
BRYANT
LOVLIEN
& JARVIS
EST. 1915
ATTORNEYS AT LAW

COUNCIL-MANAGER STRUCTURE

- The 1996 Burns Charter (the "Charter") establishes, among other things, the following:
  - The council-manager form of government; and
  - The powers and duties of the city manager.
- The council appoints a professional administrator (i.e., the city manager) to act as the city's administrative head.
- The city manager serves at the pleasure of the council.
- Council sets policy → the city manager implements the policy.
- Most Oregon cities with populations over 2,500 have the council-manager (or council-city administrator) form of government.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

COUNCIL-MANAGER STRUCTURE



BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

COUNCIL-MANAGER STRUCTURE

City Manager Role

- Administrative head of the city.
- Among other things, the city manager performs the following duties in accordance with Section 5 of the Charter:
  - Keeps the council advised of all city affairs and needs.
  - Serves as the city's budget officer; prepares annual budget for council review and consideration.
  - Organizes departmental structure.
  - Ensures all terms of franchises, leases, contracts, etc. are fulfilled.
  - Supervises and controls the manager's appointees.
  - Appoints, disciplines, and removes appointive personnel (except council appointees).
  - Supervises city property/utilities.
- The city manager does not control the (a) council, (b) municipal judge in the judge's judicial functions, or (c) appointive personnel (except as authorized by the council).

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

COUNCIL-MANAGER STRUCTURE

Council Role

- Serves as the city's legislative body.
- Councilors are elected or appointed to the council.
- The council establishes policy.
- Represents the interests of the city by focusing on the city's goals, major projects, and long-term considerations (e.g., community growth, land use development, capital improvement plans, capital financing, and strategic planning).

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

COUNCIL-MANAGER STRUCTURE

Council Responsibilities

Among other things, the council's obligations and responsibilities include the following:

- Maintain and participate in intergovernmental relations.
- Maintain a balanced budget.
- Review and make decisions on matters presented to the council, including ordinances, resolutions, and agreements.
- Four general forms of council decision-making:
  1. Ordinance
  2. Resolution
  3. Quasi-Judicial
  4. Motions and Consensus

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

Staff Communications

Consider the following when communicating with city staff/personnel:

- Respect the separation between policy making (council function) and administration (city manager function).
- Observe and respect the chain of command.
- Limit individual contacts with staff members or department directors.
- Do not request that staff perform work without the city manager's prior approval.
- No individual councilor has authority over the city manager and/or city staff (see Section 9 of the council rules).

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

Staff Communications

Communication between the council (or a councilor) and a city employee must be made with recognition of the following:

1. The city employee is responsible to his or her immediate supervisor; and

2. An individual councilor does not have authority to direct an employee (including the city manager) to perform a specific task or duty; direction must come from the entire council via motion or consensus (or from the city manager in the case of staff and department heads).

BRYANT
LOVLIEN
& JARVIS
EST. 1915
ATTORNEYS AT LAW

Staff Communications

- Job-performance and other personnel related concerns regarding a specific employee should be directed to the city manager.

- When a councilor decides to discipline, direct, and/or otherwise address personnel issues with an individual city employee, the councilor risks the following:

  - Future claim(s) against the city (e.g., harassment, retaliation, and discrimination);

  - Communications (emails, letters, etc.) may be subject to public records and/or litigation discovery;

  - Undermining city manager authority; and

  - Bad publicity.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

COUNCILOR LIABILITY

Circumstances under which a councilor may be personally liable include, without limitation, the following:

- Budget law violations.
- Conflict of interests and ethics violations.
- Actions outside the scope of official duty.
- Unauthorized expenditure of public funds.
- Public contracting violations.
- Public meetings/records laws violations.
- Harassment, hostile work environment, and discrimination.



BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

PUBLIC MEETINGS AND RECORDS LAWS

Overview

- Public Meeting Requirements
- Executive Sessions
- Enforcement
- Public Records Requirements



BRYANT
LOVLIEN
& JARVIS
EST. 1915
ATTORNEYS AT LAW

PUBLIC MEETING REQUIREMENTS

- Oregon's Public Meeting Laws (also referred to as "open government" or "sunshine" laws) were enacted in 1973 to ensure that all meetings of governing bodies covered by the laws are open to the public.

- ORS 192.630(2) prohibits a quorum of a governing body from convening for the purpose of deciding on, or deliberating toward, a decision unless an executive session is permitted under applicable law.

- These laws impose certain notice and accessibility requirements.

- The laws guarantee the public a right to view government meetings (but not necessarily speak or participate in discussions). Governing bodies establish their own rules for public comment. Exceptions include certain land use and other statutory required public hearings.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

PUBLIC MEETING REQUIREMENTS

House Bill 2805 (2023)

- In the 2023 legislative session, HB 2805 was introduced to, among other things, clarify the term "convening."

- HB 2805 re-defined the term to include (a) gathering in a physical location, (b) using electronic, video, or telephonic technology to communicate contemporaneously among participants, (c) using serial electronic written communication among participants, or (d) using an intermediary to communicate among participants.

- The new legislation imposes certain training requirements - every member of a governing body with expenditures for a fiscal year of $1 million or more must attend a training at least once during the members term of office.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

PUBLIC MEETING REQUIREMENTS

Serial Meetings – *Handy v. Lane County*

- Serial meetings refer to a series of communications among a quorum of a governing body, either directly or through an intermediary, to make a decision or deliberate toward a decision.

- Modern technology has created ways in which members of a governing body may convene with one another without having to meet in person. Because convening might occur by accident, councilors should be mindful about how they communicate with each other to avoid engaging in a serial meeting.

- Councilors should not meet in private to discuss city business, or exchange private communications about city business, even if those involved constitute less than a quorum.

- Use of a private computer or private email account to conduct city business may subject the councilor's personal computer or private email account to disclosure in response to a public records request or discovery in litigation.

- Avoid sharing opinions or views on items that the governing body may consider via social media, email, or at social gatherings where other members of the council may participate. Sharing thoughts, facts, information, or preferences concerning these matters should be aired publicly during a properly noticed public meeting.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

EXECUTIVE SESSION

- Oregon's "open meetings" law means that aside from fourteen narrow exceptions (e.g., staff discipline, litigation, purchasing property, etc.), the public may observe the council in action "taking care of the people's business."

- Governing bodies may exclude the public (but, in most circumstances, not the press) from discussion during an executive session.

- Executive sessions are not an opportunity to protect the public from unpleasantness.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

EXECUTIVE SESSION

Common executive session mistakes:

- *Wrong Reason/Improper Subject.* An executive session may only be called for reasons provided under statute. An executive session may not be called simply to avoid discussing controversial or embarrassing situations in public.

- *Disclosure of Confidential Information.* Councilors should not disclose executive session matters outside the executive session (confidences should not be breached; if breached, the city may lose the protections or privileges that keep records or information confidential).

- *Final Decision.* Decisions must be made in open session.

- *Failure to Announce Open Session.* The council must announce when it intends to come back into an open session to make a decision.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

ENFORCEMENT

Consequences of not complying with Oregon Public Meetings Laws include, without limitation, the following:

- *Legal Action.* Any person affected by a governing body's decision may file a lawsuit in circuit court to require compliance with, or prevent violations of, the law. If a plaintiff is successful, a court may (a) void the decision if the governing body intentionally or willfully violated the public meetings law, and/or (b) award reasonable legal fees to a plaintiff.

- *Attorney Fees.* Councilors may be liable for attorney fees and court costs if found in willful violation of the Oregon Public Meeting Laws.

- *Ethics complaint.*

- *Negative public perception.*

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

PUBLIC RECORDS REQUIREMENTS

- Under Oregon's Public Records Law, "every person" has a right to inspect any nonexempt public records.

- A public record is a document that (a) contains information regarding government business, and (b) is prepared, owned, used, or retained by the government. Public records may be in any form – electronic or paper (e.g., email, photographs, social media posts, etc.).

Examples:

- Email discussion between two councilors, using their personal email accounts, discussing a potential city budget decision.

- Text messages concerning a proposed new policy exchanged between planning officials on their city cellular telephones.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

General Public Records Requirements

- Requests should be made on the city's public records request form in accordance with the city's public records request policy.
- Oregon law includes numerous "exemptions" from disclosure.
- Saving a public body from embarrassment is not a valid exemption under Oregon's Public Records Law.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

ETHICS

Overview

- Conflicts of Interest
- Use of Official Position to Obtain Financial Gain
- Statement of Economic Interest



BRYANT
LOVLIEN
& JARVIS
EST. 1915
ATTORNEYS AT LAW

Conflicts of Interest

Oregon law recognizes that conflicts of interest are inevitable in any government that relies on citizen lawmakers. As a result, Oregon law requires, at a minimum, public disclosure of such conflicts.

Common situations where a conflict of interest may arise:

- Approval of bills/receipts in consent agenda.
- Award of a public contract with a relative or associated business.
- Approval of a land use permit.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

CONFLICTS OF INTEREST

Potential Conflict of Interest v. Actual Conflict of Interest

- A *potential* conflict of interest arises when a public official takes official action that *could* financially impact the public official, the official's relatives, or a business with which the public official or a relative is associated.

- An *actual* conflict of interest arises when a public official takes official action that *would* financially impact the official, a relative of the official, or a business with which the public official or a relative is associated.

- The difference between a potential and actual conflict rests on the certainty that a financial impact will result from the decision or action taken (i.e., would vs. could).

BRYANT LOVLIEN & JARVIS
EST. 1918
ATTORNEYS AT LAW

Conflicts of Interest

Requirements when faced with a conflict of interest:

- If a *potential* conflict of interest arises, the councilor is required to disclose the potential conflict of interest but may take action on the issue (and discuss the matter).

- If an *actual* conflict of interest arises, the councilor is required to disclose the actual conflict of interest and refrain from taking official action (i.e., discussing, voting, and/or participating in any way concerning the matter in question).

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

CONFLICTS OF INTEREST

Use of Official Position to Obtain Financial Gain

Oregon law prohibits public officials from using, or attempting to use, an official position or office to obtain financial gain or avoid financial detriment.

Public officials may not use (a) public equipment for personal purposes, and/or (b) information learned through confidential documents obtained because of the official position for personal financial gain.

It is a prohibited use of office to use an official position to create an opportunity for private or personal financial gain. While a conflict of interest could be addressed by satisfying the requirements of ORS 244.120(2) (disclosing the conflict and refraining from participation), making such a disclosure does not avoid a violation of ORS 244.040. *The Oregon Ethics Commission has advised there is no procedure to "disclose away" engaging in a prohibited use of office*.

Examples may include, without limitation, an exchange of cash (or other valuables) for a vote or other action, or making a decision in exchange for a promise of a job.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

CONFLICTS OF INTEREST

Gifts

- A gift is something of economic value given to a public official, a relative, or a member of the public official's household for which the recipient either makes no payment or makes payment at a discounted price.

- The opportunity for the gift is one that is not available to members of the general public under the same terms and conditions as those offered to the public official.

- Generally, a public official, relative, or household member of the public official may not solicit or receive any gift with a value exceeding $50.00 (per calendar year) from any *single source* reasonably known to have a *legislative or administrative interest*.

- Oregon law provides some exemptions (e.g., gifts from relatives, reasonable food/travel expenses while public official is representing his/her governmental entity, informational material related to the performance of the official's duties, etc.).

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

SEI Filing

Statement of Economic Interest

- Oregon law requires certain elected officials to file a Statement of Economic Interest (SEI) report with the Oregon Government Ethics Commission each year.
- The SEI report is due on or before April 15th.
- The report includes, without limitation, the name and address of each business in which the public official holds an interest, a description of sources of income (not amounts), and identification of any gifts or honoraria that exceeds $15.00 in value.
- Failure to file the statement may result in penalties.

BRYANT LOVLIEN & JARVIS
EST. 1915
ATTORNEYS AT LAW

Questions?

BRYANT
LOVLIEN
& JARVIS

EST. 1915

ATTORNEYS AT LAW

(541) 382-4331

Report Criteria:
Summary report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	GL Account	Discount Amount	Check Amount	Check Number	Check Issue Date
1008	A PARTS STORE	471445	ADAPTER AND COUPLIN	1	09/03/2026	25.38	1161005201060	.00	25.38	21805	10/06/2026
		472860	AIR FILTER - L112	1	09/14/2026	329.99	1014035201060	.00	329.99	21805	10/06/2026
		472871	FUEL AND OIL FILTERS -	1	09/14/2026	146.96	1014035201060	.00	146.96	21805	10/06/2026
		473108	NYLON TUBING FOR OFF	1	09/16/2026	1.66	1014035201060	.00	1.66	21805	10/06/2026
		473303	LIGHT BULBS AND ALUMI	1	09/17/2026	34.38	1014035201060	.00	34.38	21805	10/06/2026
		473403	AIR HOSE FOR L112	1	09/17/2026	4.90	1014035201060	.00	4.90	21805	10/06/2026
		473844	BLUE LIGHT BULB	1	09/21/2026	34.98	1014035201060	.00	34.98	21805	10/06/2026
		473923	AIR FILTER - VAC TRUCK	2	09/22/2026	92.49	1161005201060	.00	92.49	21805	10/06/2026
		474097	BLISTER PACK CAPSULE	2	09/23/2026	21.99	1161005201060	.00	21.99	21805	10/06/2026
		474112	HEADLIGHT CONNECTO	2	09/23/2026	22.53	1161005201060	.00	22.53	21805	10/06/2026
		474232	CABIN AIR FILTER - ENG	1	09/24/2026	25.69	1014035201060	.00	25.69	21805	10/06/2026
		474235	SUPER CLEAN DEGREA	1	09/24/2026	28.29	1014035201060	.00	28.29	21805	10/06/2026
Total 1008:						769.24		.00	769.24		
1019	ACW RENTAL & STOCK S	62373	24" HUSKY BAR AND SA	1	09/24/2026	139.50	1051005201020	.00	139.50	21806	10/06/2026
		62388	EASY ROOTER 100' SNA	1	10/01/2026	54.00	1161005201020	.00	54.00	21806	10/06/2026
Total 1019:						193.50		.00	193.50		
1031	ALANS REPAIR	40337	HYDRAULIC REPAIRS - V	1	06/09/2026	153.10	1151005201060	.00	153.10	21808	10/06/2026
		41027	HYDRAULIC REPAIRS - M	1	08/25/2026	159.72	1051005201060	.00	159.72	21808	10/06/2026
		41191	CUSTOM BUILT DRIVELI	3	09/10/2026	532.23	1161005201060	.00	532.23	21846	10/22/2026
Total 1031:						845.05		.00	845.05		
1062	ASI	A000138826I	FSA ACCTS ADMIN FEE S	1	09/30/2026	7.50	1014065102106	.00	7.50	202629	10/14/2026
Total 1062:						7.50		.00	7.50		
1095	BIG R	608720	P.WILKE BOOTS (2) AND	1	09/10/2026	173.44	1051005201025	.00	173.44	21809	10/06/2026
		608721	WRENCH SET & GLOVES	1	09/10/2026	42.98	1151005201020	.00	42.98	21809	10/06/2026
		608743	WATERING CAN	1	09/15/2026	9.99	1014035201020	.00	9.99	21809	10/06/2026
		608755	MULTI-PURPOSE ADHESI	1	09/16/2026	14.99	1014035201020	.00	14.99	21809	10/06/2026
		608756	PITCH FORK	1	09/16/2026	39.99	1151005201020	.00	39.99	21809	10/06/2026
		608757	BATTERIES	1	09/16/2026	65.97	1014035201020	.00	65.97	21809	10/06/2026
		608776	COMPRESSION COUPLI	1	09/17/2026	83.97	1014015201020	.00	83.97	21809	10/06/2026

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	GL Account	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1140:						1,424.04		.00	1,424.04		
1141	BURNS TIMES HERALD	83833	ANTI-DRUG PAGE SPON	1	09/02/2026	25.00	1014045201024	.00	25.00	21851	10/22/2026
		84164	LEGAL NOTICE - COUNCI	1	09/30/2026	228.00	1014045201024	.00	228.00	21851	10/22/2026
		84168	ANTI-DRUG PAGE SPON	1	09/30/2026	25.00	1014045201024	.00	25.00	21851	10/22/2026
Total 1141:						278.00		.00	278.00		
1145	C&B SANITARY SERVICE	10031 SEP 2	GARBAGE SEP 26	3	09/22/2026	79.00	1014065201040	.00	79.00	21811	10/06/2026
		10032 SEP 2	GARBAGE SEP 26	3	09/22/2026	103.50	1161005201040	.00	103.50	21811	10/06/2026
		10033 SEP 2	GARBAGE SEP 26	1	09/22/2026	60.00	1014015201040	.00	60.00	21811	10/06/2026
		10034 SEP 2	GARBAGE SEP 26 TRIAN	1	09/22/2026	103.50	1014055201040	.00	103.50	21811	10/06/2026
		10205 SEP 2	GARBAGE SEP 26	1	09/22/2026	145.00	1021005201040	.00	145.00	21811	10/06/2026
		10938 SEP 2	GARBAGE SEP 26 WASHI	1	09/22/2026	79.00	1014055201040	.00	79.00	21811	10/06/2026
Total 1145:						570.00		.00	570.00		
1170	CENTURYLINK	300342880 S	PHONE SEP 26	6	09/20/2026	705.57	1161005201050	.00	705.57	21812	10/06/2026
Total 1170:						705.57		.00	705.57		
1187	CITY OF BURNS	209502 SEP	W/S SEP 26 CEM NEW S	1	09/30/2026	476.13	1014015201040	.00	476.13	21853	10/22/2026
		217001 SEP	W/S SEP 26 CEM 2ND SE	1	09/30/2026	491.87	1014015201040	.00	491.87	21853	10/22/2026
		295101 SEP	W/S SEP 26	1	09/30/2026	73.08	1161005201040	.00	73.08	21853	10/22/2026
		356501 SEP	W/S SEP 26 WASH PARK	1	09/30/2026	73.08	1014055201040	.00	73.08	21853	10/22/2026
		411401 SEP	W/S SEP 26 POCKET	1	09/30/2026	45.42	1014055201040	.00	45.42	21853	10/22/2026
		457601 SEP	W/S SEP 26	2	09/30/2026	125.06	1014045201040	.00	125.06	21853	10/22/2026
		457701 SEP	W/S SEP 26	1	09/30/2026	74.36	1014065201040	.00	74.36	21853	10/22/2026
		489401 SEP	W/S SEP 26	3	09/30/2026	73.08	1161005201040	.00	73.08	21853	10/22/2026
		503501 SEP	W/S SEP 26 MEMORIAL	1	09/30/2026	374.19	1014055201040	.00	374.19	21853	10/22/2026
		514901 SEP	W/S SEP 26 CEM GROUN	1	09/30/2026	508.38	1014015201040	.00	508.38	21853	10/22/2026
		649901 SEP	W/S SEP 26 TRIANGLE	1	09/30/2026	132.77	1014055201040	.00	132.77	21853	10/22/2026
		655303 SEP	W/S SEP 26	1	09/30/2026	80.80	1021005201040	.00	80.80	21853	10/22/2026
Total 1187:						2,528.22		.00	2,528.22		
1215	CORE & MAIN LP	V000072622	SERVICE LINE METER	1	10/06/2026	811.83	1151005202513	.00	811.83	21854	10/22/2026
		X211378	BRASS PARTS	1	06/16/2026	1,029.01	1151005202513	.00	1,029.01	21813	10/06/2026

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	GL Account	Discount Amount	Check Amount	Check Number	Check Issue Date
1383	HARNEY COUNTY CHAM	SEP 2026	TLT REVENUE SEP 26	1	10/06/2026	5,195.50	1014045202012	.00	5,195.50	21863	10/22/2026
Total 1383:						5,195.50		.00	5,195.50		
1397	HARNEY COUNTY TREA	1	FAIR PARADE STREET C	1	09/30/2026	200.00	1051004700101	.00	200.00	21818	10/06/2026
Total 1397:						200.00		.00	200.00		
1510	L.N. CURTIS AND SONS	INV1112156	VALVE REBUILD KIT FOR	1	09/18/2026	288.65	1014035201060	.00	288.65	21821	10/06/2026
		INV1115043	FUSION COMPOSITE BA	1	09/28/2026	349.89	1014035201060	.00	349.89	21821	10/06/2026
Total 1510:						638.54		.00	638.54		
1565	MIWAVE	85172	INTERNET OCT 26	1	09/15/2026	70.00	1021005201100	.00	70.00	21823	10/06/2026
		85521	INTERNET OCT 26	1	09/15/2026	120.00	1014065201100	.00	120.00	21823	10/06/2026
		85524	INTERNET OCT 26	3	09/15/2026	60.00	1161005201100	.00	60.00	21823	10/06/2026
		85527	INTERNET OCT 26	1	09/15/2026	60.00	1014035201100	.00	60.00	21823	10/06/2026
		85936	INTERNET NOV 26	1	10/15/2026	70.00	1021005201100	.00	70.00	21870	10/22/2026
		86277	INTERNET NOV 26	1	10/15/2026	120.00	1014065201100	.00	120.00	21870	10/22/2026
		86280	INTERNET NOV 26	3	10/15/2026	60.00	1161005201100	.00	60.00	21870	10/22/2026
		86283	INTERNET NOV 26	1	10/15/2026	60.00	1014035201100	.00	60.00	21870	10/22/2026
Total 1565:						620.00		.00	620.00		
1567	MODERN LAUNDRY	1024	SHOP RAGS SEP 26	2	09/29/2026	6.50	1161005201020	.00	6.50	21871	10/22/2026
Total 1567:						6.50		.00	6.50		
1592	NORCO INC	48066539	CYLINDER RENT SEP 26	3	09/30/2026	38.70	1161005201060	.00	38.70	21872	10/22/2026
Total 1592:						38.70		.00	38.70		
1610	ONE CALL CONCEPTS IN	6090332	LOCATES SEP 26	2	09/30/2026	50.56	1161005201020	.00	50.56	21873	10/22/2026
Total 1610:						50.56		.00	50.56		
1635	OREGON TRAIL ELECTRI	3412001 OC	ELECTRIC OCT 26	1	10/06/2026	47.71	1014055201040	.00	47.71	21875	10/22/2026
		3412001 SE	ELECTRIC SEP 26	1	09/08/2026	47.17	1014055201040	.00	47.17	21825	10/06/2026
		3412002 OC	ELECTRIC OCT 26	1	10/09/2026	2,595.16	1051005202411	.00	2,595.16	21875	10/22/2026
		3412002 SE	ELECTRIC SEP 26	1	09/10/2026	2,595.16	1051005202411	.00	2,595.16	21825	10/06/2026

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	GL Account	Discount Amount	Check Amount	Check Number	Check Issue Date
		3412044 SE	ELECTRIC SEP 26	1	09/17/2026	49.55	1051005202411	.00	49.55	21825	10/06/2026
		3412045 SE	ELECTRIC SEP 26	1	09/17/2026	53.13	1051005202411	.00	53.13	21825	10/06/2026
		3412046 OC	ELECTRIC OCT 26	1	10/09/2026	312.29	1021005201040	.00	312.29	21875	10/22/2026
		3412046 SE	ELECTRIC SEP 26	1	09/10/2026	322.59	1021005201040	.00	322.59	21825	10/06/2026
Total 1635:						17,958.14		.00	17,958.14		
1657	PETROCARD INC.	C134061	CARDLOCK 9/1 - 9/15	1	09/15/2026	203.63	1014035201061	.00	203.63	21828	10/06/2026
Total 1657:						203.63		.00	203.63		
1698	QUILL CORPORATION	50220192	REWARDS ANNUAL MEM	1	09/03/2026	69.99	1014045201015	.00	69.99	21829	10/06/2026
Total 1698:						69.99		.00	69.99		
1789	SILVIES RIVER ELECTRI	1974	REPLACED HOSE REEL	1	09/09/2026	1,638.04	1021005202314	.00	1,638.04	21831	10/06/2026
Total 1789:						1,638.04		.00	1,638.04		
1797	SOLUTIONS YES	INV496730	BASE RATE AND OVERA	1	07/27/2026	644.58	1014045201026	.00	644.58	21833	10/06/2026
		INV496731	BASE RATE AND OVERA	1	07/27/2026	61.50	1014065201022	.00	61.50	21833	10/06/2026
		INV500131	BASE RATE AND OVERA	1	08/27/2026	175.42	1014045201026	.00	175.42	21833	10/06/2026
		INV500132	BASE RATE AND OVERA	1	08/27/2026	75.06	1014065201022	.00	75.06	21833	10/06/2026
		INV503700	BASE RATE AND OVERA	1	09/28/2026	234.20	1014045201026	.00	234.20	21833	10/06/2026
		INV503701	BASE RATE AND OVERA	1	09/28/2026	76.19	1014065201022	.00	76.19	21833	10/06/2026
Total 1797:						1,266.95		.00	1,266.95		
1839	T&T COLLISION AND GLA	26-327	DOOR GLASS REPLACE	2	09/10/2026	492.00	1161005201060	.00	492.00	21834	10/06/2026
Total 1839:						492.00		.00	492.00		
1855	PARR LUMBER CO.	1391458	4X4'S FOR HOSE TRAINI	1	09/23/2026	37.80	1014035201010	.00	37.80	21827	10/06/2026
		1400751	OSB SHEATHING FOR TR	1	09/28/2026	64.72	1014035401105	.00	64.72	21827	10/06/2026
Total 1855:						102.52		.00	102.52		
1878	TREASURE VALLEY COF	725833	FIRST AID SUPPLY REFIL	1	09/15/2026	51.70	1014065201021	.00	51.70	21878	10/22/2026
		725834	SMALL GARBAGE BAGS	1	09/15/2026	65.60	1014045201021	.00	65.60	21836	10/06/2026
		726364	TOWELS, COOLER RENT	1	09/28/2026	73.30	1021005201020	.00	73.30	21836	10/06/2026

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	GL Account	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1975:						5,318.75		.00	5,318.75		
1979	PACIFIC NORTHWEST H	626	FIRE HOSE TESTING	1	09/08/2026	4,602.00	1014035202220	.00	4,602.00	21826	10/06/2026
Total 1979:						4,602.00		.00	4,602.00		
1981	CATALYST PUBLIC POLIC	INV-00473	URA FINANCIAL AND PLA	2	10/01/2026	3,375.00	1091005401103	.00	3,375.00	21852	10/22/2026
Total 1981:						3,375.00		.00	3,375.00		
1995	VALLI INFORMATION SYS	107816	UTILITY BILLS SEP 26	2	09/30/2026	1,329.15	1161005201023	.00	1,329.15	21880	10/22/2026
Total 1995:						1,329.15		.00	1,329.15		
2023	HARNEY COUNTY SURV	BURNS IE P	I/E ZONE PLAT REVIEW F	1	10/14/2026	2,150.00	1091005401103	.00	2,150.00	21881	10/22/2026
Total 2023:						2,150.00		.00	2,150.00		
2025	TERRY PRESLEY	92626	INSTALLED NEW GARAG	1	09/26/2026	2,032.00	1041005401101	.00	2,032.00	21803	10/05/2026
Total 2025:						2,032.00		.00	2,032.00		
2030	TY RICHARDSON	METER REA	APPLE IPAD A16 - METER	1	10/15/2026	634.94	1151005201022	.00	634.94	21879	10/22/2026
Total 2030:						634.94		.00	634.94		
2037	OXARC INC.	62364444	CHLORINE CYLINDER RE	1	09/30/2026	56.57	1161005202521	.00	56.57	21876	10/22/2026
Total 2037:						56.57		.00	56.57		
2052	CWM H20 LLC	3478	PFAS REMEDIATION WO	1	08/31/2026	4,682.74	1151005401112	.00	4,682.74	21814	10/06/2026
		3535	PFAS REMEDIATION WO	1	09/30/2026	40.00	1151005401112	.00	40.00	21855	10/22/2026
Total 2052:						4,722.74		.00	4,722.74		
2067	SISUL ENGINEERING	SJD24-039-0	KEARNEY AVE CONST -	1	09/04/2026	4,590.00	1051005401104	.00	4,590.00	21832	10/06/2026
Total 2067:						4,590.00		.00	4,590.00		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	GL Account	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2164:						302.58		.00	302.58		
2165	T-MOBILE	208689656-1	CELL PHONE SEP 26	2	09/20/2026	1,041.03	1014065201100	.00	1,041.03	21835	10/06/2026
		211370956-1	CELL PHONE SEP 26	2	09/20/2026	226.04	1014035201100	.00	226.04	21835	10/06/2026
Total 2165:						1,267.07		.00	1,267.07		
2187	LEAF	20899837	COPY MACHINE RENTAL	1	09/11/2026	149.89	1014065201022	.00	149.89	21822	10/06/2026
		20899838	COPY MACHINE RENTAL	1	09/11/2026	202.56	1014045201026	.00	202.56	21822	10/06/2026
		21056507	COPY MACHINE RENTAL	1	10/12/2026	149.89	1014065201022	.00	149.89	21869	10/22/2026
		21056508	COPY MACHINE RENTAL	1	10/12/2026	202.56	1014045201026	.00	202.56	21869	10/22/2026
Total 2187:						704.90		.00	704.90		
2188	STEELE EARTHWORKS L	3-1	DIFF IN DAYS - ORIGINAL	1	10/06/2026	1,596.60	1151005401111	.00	1,596.60	21804	10/06/2026
Total 2188:						1,596.60		.00	1,596.60		
2192	SHERRY'S WHY NOT SH	1276	HATS AND PATCHES	3	08/13/2026	3,000.00	1014065202717	.00	3,000.00	21830	10/06/2026
Total 2192:						3,000.00		.00	3,000.00		
2193	HUECKMAN CONTRACTI	1	KEARNEY AVE ROAD PR	1	09/16/2026	275,440.80	1051005401104	.00	275,440.80	21819	10/06/2026
Total 2193:						275,440.80		.00	275,440.80		
Grand Totals:						702,202.79		.00	702,202.79		

Report Criteria:
Summary report type printed

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
FINANCING CONTRACT

Amendment Number 01

Project Name: Foley Drive Sewer Rehabilitation

Project Number: L26001

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Burns ("Recipient"), and amends the Financing Contract between Recipient and OBDD, Project Number L26001, dated 04 November 2025, for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to revise the project name and project description to better reflect the work being performed.

The parties agree as follows:

1. Amend the Project Name of the Contract as follows (deletion in ~~strikethrough~~; addition in double underline):

   Project Name: ~~Wastewater Closed Circuit Television ("CCT") Inspection & Cleaning and Triangle Lift Station Replacement~~ Foley Drive Sewer Rehabilitation

2. Remove Exhibit C – Project Description of the Contract in its entirety and replace it with the following new Exhibit C – Project Description.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of an Oregon certified engineer, complete the following:

a. Hydro vacuum cleaning and CCT inspection of portions of Recipient's Sewer Collection System affected by flooding in Spring 2025;

b. Rehabilitate 5,070 ft of existing 10-inch and 1,600 ft of existing AC gravity sewer main.

c. Rehabilitate and line seventeen existing manholes along Foley Drive.

d. Reconnect all active sewer services; and

e. Bypass pumping during rehabilitation and surface restoration where required.

3. Remove Exhibit D – Project Budget of the Contract in its entirety and replace it with the following new Exhibit D – Project Budget.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Hydro vacuum cleaning and CCT inspections	$266,000	$0
Foley Drive Sewer Rehabilitation	$1,500,000	$0
Total	$1,766,000	$0

OBDD will have no obligation under this amendment, unless within 60 days after receipt, Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

(i) this amendment duly executed by an authorized officer of Recipient; and

(ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority of the
Oregon Business Development Department

CITY OF BURNS

By: _____
Edward Tabor, Infrastructure and Program Services Director

By: _____
The Honorable Jen Hoke, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

RESOLUTION NO. 23-761

A RESOLUTION OF THE CITY OF BURNS, OREGON, ESTABLISHING WATER RATES, SEWER RATES, WATER AND SEWER SERVICE CONNECTION CHARGES, AND OTHER RELATED CHARGES.

WHEREAS, City of Burns ("City"), an Oregon municipal corporation, has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, Title 13, Chapter 13.10 of the City of Burns (the "City") Municipal Code (the "Code") provides that monthly sewer service charges and sewer connection charges will be set by the City Council (the "Council") by resolution; and

WHEREAS, Title 13, Chapter 13.15 of the Code provides that the Council will set monthly water service charges and water connection charges by resolution; and

WHEREAS, the Council has previously studied and received public comments regarding sewer rates and adopted or approved a table of scheduled rates created to keep the sewer fund, most recently through Resolution No. 22-773; and

WHEREAS, the Council commissioned and/or adopted the 2021 Water System Master Plan (the "Plan") and 2022 Water System Rate Study (the "Study") by Anderson Perry & Associates, Inc. to prepare the City to financially undertake a large-scale water system improvement project (the "Project"); and

WHEREAS, the Plan and Study establish financial targets to ensure enough capital funds will be available to build, operate, and maintain the Project; and

WHEREAS, the City has been awarded and intends to apply for certain Community Development Block Grant funds to finance the Project that requires the City to establish a minimum rate of $36.05 per 7,500 gallons by the completion of the Project's construction; and

WHEREAS, Council has determined it is in the best financial interests of the City to create a tiered rate structure for the water system with rate escalation sufficient to meet the funding needs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council resolves:

1) Findings. The above-stated findings contained in this Resolution No. 23-XXX (this "Resolution") are hereby adopted.

Exhibit B.

Fiscal Year (FY) Water Rate Schedule for FY24 and FY25

FY24 Monthly Water Rate Schedule – Effective July 1, 2023[2]

Meter Size	Base Rates	Base Volume (cubic feet)	Tier 1 Volume (cubic feet)		Tier 2 Volume (cubic feet)		Tier 3 Volume (cubic feet)		Tier 1 Overage Rate ($ per Cubic Foot)	Tier 2 Overage Rate ($ per Cubic Foot)	Tier 3 Overage Rate ($ per Cubic Foot)
			Low	High	Low	High	Low	High			
3/4- and 5/8-inch ICL	$ 28.75	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-inch ICL	$ 37.68	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-1/2-inch ICL	$ 49.23	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
2-inch ICL	$ 78.63	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
3-inch ICL	$ 299.96	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
4-inch ICL	$ 382.06	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
3/4- and 5/8-inch OCL	$ 43.37	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-inch OCL	$ 51.21	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-1/2-inch OCL	$ 73.51	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
2-inch OCL	$ 118.94	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
3-inch OCL	$ 449.87	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
4-inch OCL	$ 487.90	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01

FY25 Monthly Water Rate Schedule – Effective July 1, 2024[3]

Meter Size	Base Rates	Base Volume (cubic feet)	Tier 1 Volume (cubic feet)		Tier 2 Volume (cubic feet)		Tier 3 Volume (cubic feet)		Tier 1 Overage Rate ($ per Cubic Foot)	Tier 2 Overage Rate ($ per Cubic Foot)	Tier 3 Overage Rate ($ per Cubic Foot)
			Low	High	Low	High	Low	High			
3/4- and 5/8-inch ICL	$ 31.42	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-inch ICL	$ 43.99	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-1/2-inch ICL	$ 56.55	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
2-inch ICL	$ 91.11	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
3-inch ICL	$ 345.60	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
4-inch ICL	$ 439.85	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
3/4- and 5/8-inch OCL	$ 47.13	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-inch OCL	$ 65.98	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.02
1-1/2-inch OCL	$ 84.83	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
2-inch OCL	$ 138.24	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
3-inch OCL	$ 518.40	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01
4-inch OCL	$ 659.78	1,000	1,000	2,000	2,000	3,000	3,000	-	$ 0.01	$ 0.01	$ 0.01

[2] Rate adjustments based on Water Rate Study Alternative 5
[3] Rate adjustments based on Water Rate Study Alternative 5

2) Sewer Rates and Related Charges. Except as otherwise provided under Code Chapter 13.05.020 and 13.05.030, all sewer users, whether persons, firms, corporations, or other entities, in the City or outside the City limits, who have or will receive sewer services, or whose premises abut streets on which sewer service is provided, whether or not actually connected to the sewer, will be charged in accordance with the Sewer Rate Schedule (Exhibit A).

3) Water Rates and Related Charges. Except as otherwise provided under Code Chapter 13.15.180, all water users, whether persons, firms, corporations, or other entities, in the City or outside the City limits, who have or will receive water services, will be charged in accordance with the Water Rate Schedule (Exhibit B).

4) Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council of the City of Burns, Oregon this 28th day of June, 2023.

Jerry Woodfin, Mayor

Attest:

Tiffany Leffler, City Clerk

PERSONAL SERVICES AGREEMENT
FOR LEGAL ADVICE PROGRAM

This Agreement is made between:

The League of Oregon Cities,
an Oregon Municipal Corporation
(LOC)

and

The City of Burns
(City)

as an engagement for the provision of
Limited Legal Advice and Services

INDUCEMENTS

WHEREAS, the LOC's developed a Legal Advice Program ("Program"), beginning July 1, 2024, to provide limited legal advice, under the terms and conditions described in this Agreement, to cities located in Eastern Oregon, specifically Regions 11 and 12 as those regions have been established by the LOC; and

WHEREAS, the City wishes to participate in the LOC's Program and receive free limited legal advice in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the inducements, covenants, agreements, and conditions herein contained, the parties (this term is used throughout the Agreement to mean the LOC and the City) agree as follows:

1. **Purpose.** The purpose of this Agreement is for the LOC to provide professional, free, and limited legal services to the City, as described herein.

2. **Term.** The term of this Agreement shall be effective July 1, 2024, or upon the signature of all parties, whichever date is later, and expire on June 30, 2027, unless terminated in accordance with Paragraph 10 of this Agreement. Upon mutual agreement of the parties, the term of this Agreement may be extended an unlimited number of times, with each term extension lasting no more than three years. Such extensions may be made subject to the terms and conditions hereunder and to any other terms and conditions as the LOC may determine to be necessary or advisable.

3. **Services to be Provided by the LOC.** The LOC shall provide legal services to the City in accordance with the following:

   A. For each fiscal year within the term of this Agreement, fiscal year being defined to mean July 1 to June 30, the LOC shall provide the City 15 hours of free legal advice.

      a. The LOC shall track the legal advice it gives to the City in thirty-minute increments.

      b. Upon request by the City, the LOC shall provide the City an accounting of the legal services it has used to date and the number of available hours of free legal advice the City has left for the relevant fiscal year.

   B. The LOC shall not assist or represent the City in any litigation, mediation, adjudication proceedings, administrative hearings, quasi-judicial hearings, appellate proceedings, or any other matter that is reasonably likely to result in or lead to one of the events described herein. This provision does not impact or prevent a city from requesting amicus assistance by the LOC via the LOC's Legal Advocacy Committee.

   C. The LOC shall not assist, represent or provide advice to the City in any matter that involves another LOC member or has the potential to impact another LOC member.

   D. The LOC shall not assist, represent or provide advice to the City on any intracity disputes. This provision does not impact or prevent the LOC from performing its normal training, facilitation or medication services.

   E. The LOC shall not attend or represent the City, or any of its boards and commissions, at any public meeting or hearing. This provision does not impact or prevent the LOC from performing its normal representative duties before the State Legislature or State agencies as part of its overall lobbying efforts on behalf of all Oregon cities and the protection of home rule. However, at the LOC's sole discretion, if the LOC believes it has the staffing resources available to do so, the LOC may attend a city council meeting, via telephone or video conference, to provide answers to the council on work the LOC has performed on behalf of the city.

   F. The LOC shall not provide the City any employment law advice, unless the advice is related to wage and hour matters. Any questions or inquiries received by the LOC that relate to employment law, except for wage and hour advice, will be directed to CityCounty Insurance Services.

   G. The LOC shall not provide the City any advice related to franchises or telecommunication matters, including reviewing contracts, or potential contracts, between the City and any company or entity wishing to secure a franchise from the city or provide telecommunication services to, within or through the city.

H. The LOC shall furnish all labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary to the performance of the work described in this Agreement.

I. Work performed by the LOC shall meet or exceed the standard of professional quality of the municipal legal profession in the State of Oregon at the time such work was performed. Pursuant to the standard of professional care owed to the City, the LOC shall endeavor to keep the City fully informed about all material matters relating to the legal services provided under this Agreement.

J. The City acknowledges that information generated in the course of representation of a governmental body may be subject to the Oregon Public Records Law, Chapter 192 of the Oregon Revised Code. The LOC will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the Oregon Public Records Law. The LOC shall mark confidential or privileged attorney-client communications as confidential. This subsection shall not be interpreted to limit the LOC's duty to provide full disclosure to the City as necessary in the LOC's judgement to represent the City with due professional care or as required by applicable law or disciplinary rules.

K. If the LOC is asked to provide legal advice that requires it to work past the fiscal years' relevant to this Agreement, the LOC and the City will reach a mutually agreed upon time for the completion deadline and use of available Program hours.

L. LOC reserves the right to refuse to assist a City on a given project. The refusal is to be based on one of the following:

   a. LOC attorneys determine that they are not qualified to provide legal advice on the project because the project requires an attorney with a particular specialty; or

   b. LOC attorneys determine that given existing staffing schedules, project commitments, and other deadlines, the attorneys do not have adequate time to meet the City's needs.

4. **Personal Services.** The parties agree that this is an agreement for personal services and that the LOC shall be the entity who will fulfill the services under this Agreement.

5. **Independent Contractor.** The LOC shall perform the work required by this Agreement as an independent contractor. The LOC's duties will be performed with the understanding that it has special expertise as to the services which it is to perform.

A. Although the City reserves the right to determine and modify the work to be performed and to evaluate the quality of the completed work product, the City cannot control the means or manner of the LOC's performance.

B. The LOC is responsible for determining the appropriate means and manner of performing the work.

C. The LOC is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

D. The LOC is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement.

6. **Compensation.** The annual LOC membership dues the City pays the LOC shall cover the services the LOC provides the City under this Program.

7. **Obligations of the City.** The City's obligations under this Agreement include:

A. The City shall notify its appointed City Attorney of this Agreement, as well as the Resolution that approved the Agreement, prior to utilizing the LOC's services under this Agreement. The City shall provide the LOC with the name and contact number of its City Attorney.

B. The City shall designate no more than two people who are employed by or elected to represent the City that may communicate with the LOC regarding legal questions. The City shall provide the names of these two people to the LOC prior to utilizing the LOC's services under this Agreement.

C. The City shall not ask the LOC to perform any services the LOC is specifically prohibited from providing under Section 3 of this Agreement.

8. **Records and Inspection.**

A. All drawings, specifications, data, maps, photographs, renderings, documents, reports, recordings, computer files (including but not limited to programs), and other like materials furnished by the City whether the project is completed or not are the City's property. The LOC is granted a limited license to use such materials in conjunction with work under this Agreement only and shall not use them for any other purpose.

B. All of the LOC's work product generated, created, compiled, or assembled in furtherance of this Agreement shall remain the property of the LOC.

9. **Notices.** Any notice permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully

prepaid, certified, and with return receipt requested, to the persons and addresses shown herein. Notices sent by certified mail will be deemed delivered three business days after placement in the mail.

City: City of Burns, Brenda Engebretson/City Manager, 242 S. Broadway, Burns, Oregon 97720

LOC: League of Oregon Cities, c/o General Counsel, 1201 Court Street NE, #200, Salem, Oregon 97301.

Parties are responsible for notifying one another of any change in the name or address to be used for delivery of notices.

10. **Termination.** Notwithstanding any other provision to the contrary, this Agreement may be terminated as follows:

    A. Either party may terminate this Agreement at any time or for any reason, upon not less than ten days' written notice in advance of the termination date.

    B. In the event of a termination, the LOC shall return all documents and work belonging to the City within ten days of the termination becoming effective.

11. **Liability.** The parties will not be liable for incidental, consequential, or other indirect damages arising out of or related to this Agreement, regardless of whether the liability claim is based in contract, tort (including negligence), strict liability, product liability or otherwise. The parties will not be liable for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

12. **Assignment/Subcontracting.** Assignment and subcontracting, by either party, of any of the duties and responsibilities outlined in this Agreement is not permitted.

13. **Modification.** No modification of this Agreement is enforceable unless it is in writing and signed by both parties. If the City receives a communication from the LOC that it believes is a modification of this Agreement, it shall, within ten days after receipt, make a written request for modification to the LOC. The City's failure to submit such written request for modification in a timely manner may be the basis for refusal by the LOC to treat said communication as a basis for modification.

14. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. The provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully sets forth.

    A. Any claim, action, or suit between the LOC and City that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.

B. If any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

15. **Adherence to Law.** The LOC shall adhere to all applicable federal and state laws which may be applicable to this Agreement. The LOC shall maintain any certificates, licenses, or permits required by statute, administrative rule, or local ordinance throughout the term of this Agreement.

16. **Attorney Fees.** In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.

17. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder to the extent such failure or delay both:

A. Is caused by any of the following:

a. Acts of war;

b. Terrorism;

c. Civil riots or rebellions;

d. Quarantines, embargoes, and other similar unusual governmental action;

e. Extraordinary elements of nature or acts of God; and

B. Could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternative sources, workaround plans or other means by which the requirements of a buyer of services substantially similar to the services hereunder would be satisfied.

Events meeting both the criteria set forth above are referred to individually and collectively as "Force Majeure Events."

The parties expressly acknowledge that Force Majeure Events do not include vandalism, labor strikes, or the nonperformance of third parties or subcontractors relied on for the delivery of the services outlined in this Agreement, unless such failure or nonperformance by a third party or subcontractor is itself caused by a Force Majeure Event.

Upon the occurrence of a Force Majeure Event, the nonperforming party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay.

18. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of City and the LOC as set forth in this Agreement.

19. **Integration.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

_____ _____

Jayme Pierce, General Counsel **Date**
League of Oregon Cities

_____ **Date**_____

Jen Hoke, Mayor
City of Burns

RESOLUTION NO. 26-832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNS, OREGON, AUTHORIZING THE CITY TO PARTICIPATE IN THE LEGAL PROGRAM OF THE LEAGUE OF OREGON CITIES (LOC).

WHEREAS, the League of Oregon Cities (LOC) provides a collaborative Legal Program designed to assist Oregon municipalities by providing specialized legal guidance, training, and resources; and

WHEREAS, the City of Burns desires to enhance its administrative efficiency and ensure compliance with municipal regulations, state statutes, and case law; and

WHEREAS, utilizing the legal resources, model ordinances, and advisory services offered by the LOC serves the public interest and supports the City Council and municipal staff in executing their official duties; and

WHEREAS, formal authorization is required to establish the City's participation and designate authorized personnel to interact with the LOC Legal Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNS AS FOLLOWS:

SECTION 1. Participation Authorized. The City Council of the City of Burns hereby authorizes the City's active participation in the League of Oregon Cities Legal Program to utilize its advisory, research, and educational resources.

SECTION 2. Designated Contacts. The City Manager, City Recorder, and City Attorney (or their designated designees) are hereby authorized to contact the League of Oregon Cities on behalf of the City of Burns to access legal program resources.

SECTION 3. Effective Date. This Resolution shall be effective immediately upon its passage and signature.

Passed by the City Council of the City of Burns this _____ day of _____, 2026.

Approved by the Mayor of the City of Burns this _____ day of _____, 2026.

Jen Hoke, Mayor

ATTEST:

Tiffany Leffler, City Recorder

CITY OF BURNS

RESOLUTION NO. 26-833

A RESOLUTION DECLARING CERTAIN CITY EQUIPMENT OWNED BY THE CITY OF BURNS TO BE SURPLUS PROPERTY AND INDICATING THE INTENT AND METHOD FOR THE DISPOSAL OF SUCH SURPLUS PROPERTY.

WHEREAS, the City of Burns ("City") acquired the personal property described as a 1991 E One Fire Truck (VIN # 1HTSDPSRXMH389855), from the Burns Fire Department, for City's use in connection with City's operation,

WHEREAS, City no longer needs the 1991 E One Fire Truck (VIN # 1HTSDPSRXMH389855), from the Burns Fire Department, for City operations and has determined that no public purpose would be furthered by retaining ownership of said property; and

WHEREAS, City desires to (a) declare the 1991 E One Fire Truck (VIN # 1HTSDPSRXMH389855), from the Burns Fire Department, surplus property, and (b) dispose of said property in the method described below.

NOW, THEREFORE, BE IT RESOLVED, by and through the Burns City Council (the "City Council") meeting in regular session, as follows:

1. The City Council hereby adopts the above-stated findings and declares the 1991 E One Fire Truck (VIN # 1HTSDPSRXMH389855), from the Burns Fire Department, surplus property.

2. City staff are authorized to arrange for the sale or repurpose of the 1991 E One Fire Truck (VIN # 1HTSDPSRXMH389855), from the Burns Fire Department, by any means the City Manager deems necessary or appropriate to maximize the value received for said property while balancing City's efficiency.

3. All or any part of the 1991 E One Fire Truck (VIN # 1HTSDPSRXMH389855), from the Burns Fire Department, that is not sold will be, to the extent that is reasonably possible, donated, scrapped (and the metal recycled) and/or otherwise discarded in a manner City staff reasonably believes appropriate.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the City Council on this 11th day of November 2026.

_____
Jen Hoke, Mayor

ATTEST:

_____
Tiffany Leffler, City Clerk

Burns fire declaring surplus one 1991 E One fire truck.

Make: International

Model: 4900

VIN: 1HTSDPSRXMH389855

