



BURNS CITY COUNCIL MEETING

Wednesday, February 28, 2024, at 6:00 p.m.

**Burns City Hall
242 S. Broadway
Burns, Oregon 97720**

Mayor Jerry Woodfin
Council President Jennifer Hoke
Councilor Jennifer Keady Councilor Heather Smith
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://uso2web.zoom.us/j/9020143459> Meeting 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 in the Consent Agenda has been distributed to each member of the council for reading and study, is routine, and will be enacted or approved by one motion of the council without separate discussion. If 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 by request of any council member.

1. Regular Meeting Minutes February 14, 2024

VII. Apptegy Presentation - Sloan Connerly

VIII. New Business

1. Donation Request – Country Music Jamboree - Oregon Old Time Fiddlers (*Discussion/Action*)
2. Update to the Zoning Map and to allowing for a limited number or density of dwelling units in the Open Space Zone (*Discussion/Action*)

IX. Old Business

X. Resolutions/Ordinances (*Discussion/Action*)

1. Ordinance No. 888 – An Ordinance of the City of Burns amending Chapter 13 of the Burns Municipal Code Concerning sewer and water service rates and charges.
2. Resolution No. 24-778 – A Resolution of the City of Burns adopting certain water and sewer service fees and charges effective March 28, 2024.

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

XII. Committee Reports (*Discussion*)

XIII. Councilor Comments (*Discussion/Action*)

2. Airport
4. Event Committee
8. R3



XIII. 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 on 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.

Posted: February 22, 2024, at Burns City Hall, Burns Post Office, Harney County Courthouse, City of Burns Website, and City of Burns Facebook Page.

**BURNS CITY COUNCIL
FEBRUARY 14, 2024**

The Burns City Council met in regular session on February 14, 2024, at 6:00 p.m. Members present were as follows:

Mayor: Jerry Woodfin
Councilors: Jen Keady
Jen Hoke
Heather Smith
Chase Patterson
Andrew Roy
Tod Gahley

Also, in attendance were City Manager Judy Erwin, Fire Chief Scott Williamson, Public Works Director Ty Richardson, David Ravenberg and City Clerk Tiffany Leffler.

PUBLIC COMMENT

Doug Furr - #17 Fairview Heights Loop – He informed them that he was involved with the Harney County Coalition, and he wanted to come and address the council and talk to them about some different things they were interested in doing that they hadn't done before. One is concerts in the parks, and they would like to know if they could use Washington Park for one of those. A few days that they have considered doing this is on July 13th or July 20th. They will also have a concert in the Hines Park in honor of Edward Hines and the Harney County Coalition on July 27, 2024. He also wanted to address the Archaeology Roadshow, which this year is June 22, 2024. This year will be based on food, such as processing of food by Pioneers, Native Americans, and he had even talked with a few that would like to share their Basque food culture as well. It has always been exclusive to Hines, and they would like to move it more into all of Harney County. They were hoping to get whatever support they could get from Burns. Eventually they would like to outbranch it to Drewsey or Crane. He said they would have all kinds of 4H clubs there and other activities as well.

Councilor Keady said the Ranch Rodeo was the weekend of the 12th and 13th of July so she felt maybe the 20th would work better for the concert in the park.

Doug Furr said they would be happy with the 20th of July.

Councilor Keady asked Doug Furr what kind of support they were looking for from Burns.

Doug Furr said they are looking for help of any kind. He gave examples of the Hines Fire Department in the past filling buckets of water for holding down back drops and such or hauling trash out after an event. There are a lot of moving parts and things that they could use help with, and they just really appreciate any support they can get.

Councilor Hoke informed him that she was on the Safety Committee, and they are working on a form that would be used for doing events such as the one in question. With them doing this event in the park, there are certain things the city will need to know and be prepared for if needed.

AGENDA APPROVAL AND ADDED ITEMS

Mayor Woodfin added the Appointing of City Manager Judy Erwin to the Budget Officer to New Business, Special Meeting Minutes from February 7, 2024 to Consent Agenda, A Donation Request for the BHS Senior All Night Party to New Business, and David Ravenberg to the Department Report to speak on the new CAD Systems.

Councilor Keady made a motion to approve the agenda with the added items. Councilor Hoke seconded the motion. All ayes.

CONSENT AGENDA

1. Regular Meeting Minutes – January 24, 2024
2. Special Meeting Minutes – February 7, 2024

Councilor Keady made a motion to approve the Consent Agenda. Councilor Hoke seconded the motion. All ayes.

DEPARTMENT REPORT

Burns Fire Departments David Ravenberg spoke to the council about the new CAD Systems. He informed them that Chief Williamson had designated him to be the representative for the Burns Fire in discussions with Dispatch on the new CAD Systems and what their needs are. CAD stand for Computer Aided Dispatch System. It's the part of the system that pulls up addresses when a call comes and dispatches out. He said it was really the heart of the Dispatch System. The current system they have is not a CAD System and it does not meet the needs of the First Responders. He gave an example with time stamping. It doesn't automatically time stamp when they talk on the radio, and they must go back and listen to all the tapes to time stamp them. This takes a lot of time and energy that they don't always have. It also does not have a mapping system. When they get called out on a call, they have an app (Active 911) that they pay for and use. Dispatch must separately enter the address and coordinates into the app and send it out on top of dispatching everyone out. It can cause a lot of confusion and delayed response times. It is also not compatible with all the new equipment or systems that the Police Department will be installing in their vehicles.

He then informed them that a dispatcher by the name of Britney took initiative and started looking at different CAD Systems across the nation. He said there were several different kinds but only 2 that fit all the needs here in the County with Fire, EMS, and the Jail. The 2 systems that fit their needs are Motorola and Central Square. He then explained those systems a little.

The first system, Motorola has a cloud system and a mapping system that would let them get rid of the app, and it would link dispatch directly to their phones and tablets that would be placed in their vehicles. This would give them live updates as they go, whereas Active 911 does not have that. The system will also be able to monitor each of them as they are out in the field through their radios. There is an orange button on the top of the radio that they can push if they are in distress or need help and it will automatically contact dispatch saying they are in trouble and who's radio has been pushed. The Burns Police Station would be equipped with these as well. Another benefit was something called a run card which allows them to send out all emergency services that are needed all at once. With the current system they must send emergency calls out all separately.

The second system, Central Square isn't a cloud-based system, but a computer-based system. They do have backups though. He said the cost was a little less than Motorola, but they do not have the capability to do half of what Motorola does. It is also not compatible with their radios, which means they would have to try to integrate their Active 911 System into it and that could be an added cost to put it in. They would still have to continue to pay for the Active 911 services.

David Ravenberg said they were leaning more towards Motorola with all the agencies involved, it more fit their needs. After discussing it, Motorola would be an added \$32,000.00 a year for 5 years. In the 6th year, the city would pay it off and no longer have that payment. Currently the Active 911 costs \$300.00 a year and a lot of the time it can not be very accurate which is not what is needed in the time of an emergency. He gave an example of where they got a call out on Arthur, and it sent them to the Sheriff's Office. He said their next meeting will be on March 4th where they will discuss it more and hopefully find out what the exact plan is going to be. He said he would inform them once he knew more.

City Manager Judy Erwin said they were trying to come up with a system that would work for everyone. It may not be perfect for one department or the other but is the best option for everyone.

Councilor Keady asked who everyone was that would be included.

David Ravenberg informed them that it included all Fire and PD for Burns and Hines, EMS, the Sheriff's Office, the Tribe, and the RFPAs. It would also help the jail with their ability to transfer information more efficiently between other emergency entities.

Councilor Keady asked if the \$32,000.00 would be split between all the departments he just mentioned.

He informed her that would be the individual portion each entity would have to pay.

Councilor Keady then asked if it would really be paid off after 5 years.

David Ravenberg said that would only pay off the CAD System, the installment, and the computer system itself.

Councilor Hoke felt it was defiantly needed but just wondered if the city had it available in the budget.

City Manager Judy Erwin informed her that they did have it in the budget.

Councilor Gahley thought after 5 years of paying it off the system may be obsolete.

David Ravenberg said things like that were included in the initial cost.

Fire Chief Scott Williamson said they would continue to do all the upgrades and tech services during those 5 years, and a portion of the initial cost would go into a bank to further help those costs after its paid off. The system should still be solid after 5 years but will still be taken care of with the way everything will be set up.

Councilor Patterson wanted to know if it would help with quicker response times as well as make things work more efficient.

Fire Chief Scott Williamson said it would save a lot of time and speed up their response time immensely. It will also give them better technology and more clear information to do their jobs more efficiently.

There was more discussion on ways the new system could improve their ability to better handle emergencies.

Councilor Smith said she was in full support of Motorola and knew that getting a system that would connect all the departments and help things run more efficient was going to be costly, but she felt it was worth it.

Councilor Gahley wanted to know if it would be included in the upcoming budget and not the one the city is currently in.

City Manager Judy Erwin informed everyone that it would be figured in the upcoming budget for 2024/2025.

NEW BUSINESS

- 1. Donation Request for BHS Senior All Night Party** – Tammy Ravenberg came to ask if the City of Burns would be willing to donate \$250.00 to the Senior All-Night Party. She explained that it was a party planned by the parents of the Seniors for after graduation. Everyone that attends the party will be eligible for all sorts of prizes and could partake in the many activities that they will have there. The kids would be required to stay all night to be eligible and there would be chaperons. All the Seniors, including ones that do not attend, will receive a gift bag with a leu of different items in them. This is something they do every year and Burns has supported them in the past and she wanted to see if they would be willing to again this year.

Councilor Patterson said he was inclined to approve the donation request because he took part in this his Senior year and remembered how big it was. He said all the hard work and dedication the parents put into it made the kids want to go. He knew what he probably would have been doing if they wouldn't have done this, so he felt it was a great idea to give the kids a safe place to hang out.

Councilor Patterson made a motion to approve the \$250.00 donation to the BHS Senior All-Night Party donation request. Councilor Keady seconded the motion. All ayes.

2. **Letter for previous donation given to Harney Hub** – City Clerk Tiffany Leffler informed the council that they could not be present that evening, but they wanted to at least give them an update on where the program was and a little more information on it.
3. **Appoint City Manager Judy Erwin to Budget Officer** – Mayor Woodfin made a motion to appoint City Manager Judy Erwin to the budget Officer. Councilor Keady seconded the motion. All ayes.

OLD BUSINESS

1. There was no old business.

CITY MANAGER REPORT/DEPARTMENT REPORT

City Manager Judy Erwin reported the following:

- She said they were continuing to work on the B Street extension, and they are waiting to find out about further funding.

Councilor Hoke asked where the city was with that project and Miller Springs.

City Manager Judy Erwin was hoping they would have the plans for Miller Springs the following week sometime. As for the B Street Extension, she said it was coming right along. They had the plans, and they were close to having all their funding. They needed to still talk with the surrounding property owners about future development of their properties but were still working on that part of it. She said they should be having a meeting with all of them soon.

- Public Works has been working on the sewer system because they are having some issues there that need addressed.
- They are continuing to work on the Water Project but have run into some archaeological issues during digging that they must deal with before they can move forward. They are running into this issue with a lot of the projects the city is working on, so they are trying to come up with a solution to solve all of them at once.
- At the next City Council meeting there will be a guest speaker from Apptegy, who will give a presentation on a new program that could help with our website along with the cities many other social media sites. It will also help the city be more transparent. They offer an app that can keep the public informed right from their phones and in real time.
- Ordinance No. 888 will be ready for the next City Council meeting on February 28, 2024.
- She was hoping the city would also have the Ordinance for the new SDCs for the next City Council meeting.

Councilor Keady asked if Public Works Director could give the council an update on the pumps and the Lagoons.

Public Works Ty Richardson informed them that they had received their bypass pump a few weeks ago and had been consistently running it along with their original pump that they had repaired. He said they are currently pumping in tandem and draining down their Lagoon System. This has alleviated a lot of stress on the crew, and everything seems to be going good at the current moment in time.

COMMITTEE REPORTS

Cemetery Committee– City manager Judy Erwin said they had their meeting and discussed the Columbarium, which is an upright structure that cremated remains are placed in. It has been suggested that Lafollette's Chapel would purchase it and the city would work out some plan towards the cost and other things such as that. They are also working on the development of the new section of the cemetery. They need to first get a survey and then they will start planning out roads and plots. She informed council that she had found the original plans for the cemetery project and would take them to the next Cemetery meeting. She was unsure why they stopped using them. She said due to being the City Manager now they needed another Council person to volunteer to be the Chair for the Cemetery Committee.

Councilor Gahley agreed to take over as the Chair of the Cemetery Committee.

City manager Judy Erwin also wanted to inform the council that the cemetery would be purchasing a shed for the cemetery crew to store their equipment out of the weather.

Airport Committee – Councilor Smith said they just met that week. They had applied for 5 different Core Grants that were each up to \$250,000.00. They were awarded 2 of them. They will meet again in the second Monday of March at 1:00 p.m. She wanted to mention another thing that had come up in conversation and that was the BLM leasing the airport property and when their lease expires. She said when their lease expires (February 2025) they will fine tune the contract because right now there are a lot of amendments to the current one and it will make it much more concise.

City Manager Judy Erwin said that Public Works Director Ty Richardson went out to the airport to look into putting in a sewer line to a trailer they have out there for staff so they could put in an additional bathroom and kitchen. She said it would not be adding anymore flow because it will still be the same number of people using it. They will continue to work with them and see if that can be done.

Safety Committee – Councilor Hoke informed them that they had had their meeting the previous day. They discussed more on the event permitting. They also discussed barricade forms. They are hoping to streamline it and educate the public. She was informed that Burns Fire had had 21 calls in January. The previous year they only had 9. They also talked about how much time, effort and money go into the Parades. She said they would be looking more into that and trying to educate people on what it really takes to put on an event. She said the Chamber had previously handled the 4th of July Parade and the city will be asking them to take that parade back over.

There was more discussion on all the different things that go into putting on a parade.

Forrest Keady said these were community events and asked if there had ever been any thought to maybe asking the County, Hines, or other entities to help put some of these on. Then the entire community could play part in the putting on the community events.

Councilor Keady felt it would be a great way to separate it out.

Councilor Smith said that was the original intent of the Event Committee. They wanted the entire community involved and all entities participating.

URA – Councilor Keady informed them of some items of discussion for the next meeting. She said Catalyst was going to discuss boundary amendments and how they can do a large amendment. They also will have a payout ready for the Tharps. She said she was currently working with Nick Green on that and getting their final tax assessed value on their property. There are 2 properties that are done, but they are going to wait until October to pay the second property out until the funds are actually available. They will also be discussing and talking to different banks about a Revolving Line of Credit so that they will have access to money for payouts until those funds are received. The next meeting will be held on March 13th at 5:15 p.m.

R3- Councilor Smith said they had been working diligently and the funds have come in. The LGIP account to receive those funds is having some issue getting set up. They have sent the paperwork over multiple times and have yet to get it taken care of. Their next meeting will be February 26th at 6:00 p.m.

COUNCILOR COMMENTS

Councilor Smith was wanting to ask Code Enforcement Officer Emerson Budreau when the next Community Cleanup would be. She also wanted to say happy Birthday to Councilor Hoke.

Councilor Keady said one committee they had been discussing was a committee to update the codes and she would like to be on that when it is formed. She also wanted everyone to take a chance to look over the strategic plan and send City Manager Judy Erwin any input they may have. She would like to help her get that put together so they can get it ready to present to council. She then mentioned possibly implementing the AI notes system into the meetings to help City Clerk Tiffany Leffler out.

City Clerk Tiffany Leffler said she had, and it has been helpful.

Councilor Patterson commented on the B Steet Extension. He wondered if it would cause an issue with the community when other people on B Street with unpaved roads aren't getting their road paved as well.

City Manager Judy Erwin said what started the B Street Extension was that the County wanted Economic Development. There is a large part of land down there that is zoned industrial, and they believe it could be beneficial in the future and B Street was the most logical to improve to reach that property so they can bring in industry. It will also connect to Miller Springs, but it did not start there.

Councilor Roy like councilor Keady, also wanted to volunteer for the committee that will be working on the code updates.

There was no further discussion.

The next meeting will be February 28, 2024, at 6:00 p.m.

ADJOURN

Councilor Gahley moved to adjourn at 7:28 p.m. Heather Smith seconded the motion. All ayes.

Tiffany Leffler, City Clerk

Jerry Woodfin, Mayor



Powering Your Online Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your city's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our clients. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.



I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.



All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!





Scope & Deliverables

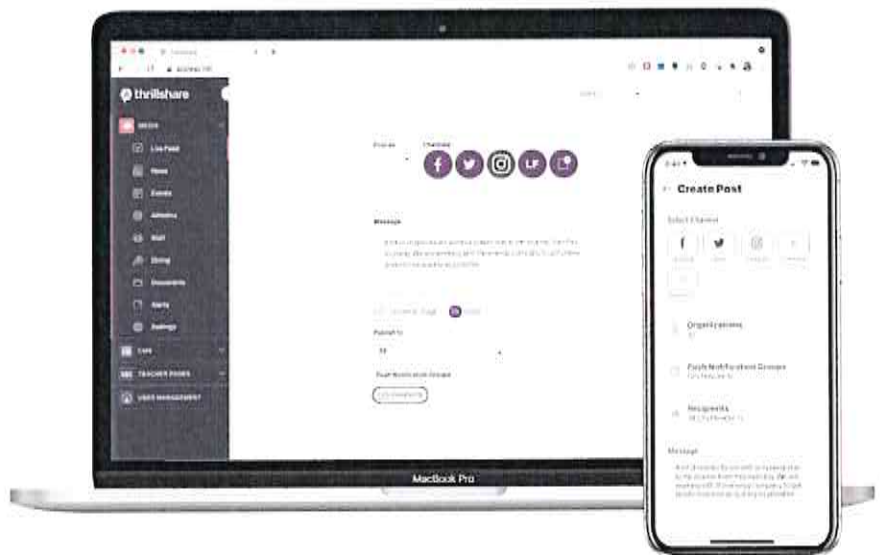
At Apptegy, we've developed the first publishing platform for school districts and municipalities, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

From the beginning, Thrillshare was designed to contain all of your communication channels in one place.

Built specifically for school districts and municipalities, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and notification system. Keeping information up-to-date is **as easy as it gets**, from the staff directory to your calendar and news.



Mobile Apps

We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights community members means they will continue to come back to the app for meaningful information.





Websites

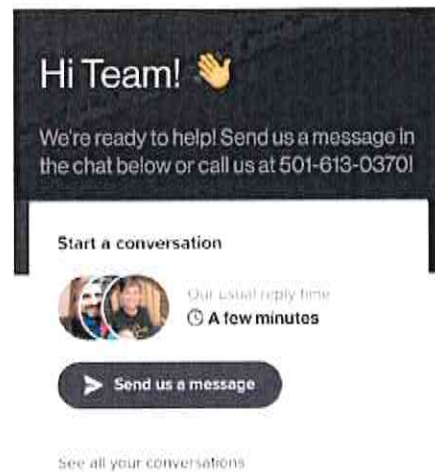
We will work with you to understand how you want your city's brand to come across by creating a new website. This gives you the opportunity to showcase what makes your city unique, while also allowing users to easily access information about your city. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for your team.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



Response Time

Our average response time is 60 seconds, and most requests for support are closed within 30 minutes. Here are some ways to reach us:

- Live Chat (online)
- Phone
- Email





I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Order Form

Client Name: City Of Burns, OR

Address: 242 S Broadway Ave, Burns

Email: jerwin@cityofburnsor.gov

Oregon 97720

Phone: 15415735255

Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps for the Municipality *Billed one-time	\$9,500	1	\$9,500
App Development Discount (one-time) Discounting app development for agreement signed by February 29th	-\$2,500	1	-\$2,500
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~2700 population *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)	\$7,270	1	\$7,270
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0




III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$14,270.00
Billed after signature	\$14,270 (one-time development cost + annual)
60 Days from signature ("Client Start Date")	
One year from Client Start Date	\$7,270 (annual, if renewed) *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client

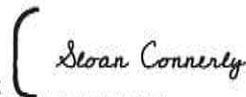
By:  _____
Judy Erwin

Name: Judy Erwin

Title: Municipal Administrator

Date:

Apptegy, Inc.

By: 
Sloan Connerly
2024-02-15 11:20:02 (EST)

Name: Sloan Connerly

Title: Sales Representative



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly addressed in the Client Addendum, and this Agreement will control and govern with respect to all other matters. If you do not have a separate Client Addendum, this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in a separate addendum confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**").

Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including, sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client.

The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Appropriations. Client's obligations under this Agreement for any year after the initial term year are contingent upon funds being appropriated or otherwise made available for the Services. If funds are not appropriated or otherwise made available for the Services, this Agreement will terminate at the end of the then-current term year and Client will be relieved of subsequent obligations under this Agreement. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget.

6. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, assignment, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

7. Carrier Restrictions. Apptegy provides text, voice, email, and other messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

8. TCPA/CTIA Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**").

Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on a Facebook or other social account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Public Records. Apptegy agrees that confidentiality or non-disclosure terms of this Agreement are subject to the freedom of information, open disclosure, and/or other government transparency laws (“Public Records” laws) of Client’s jurisdiction. Such Public Records laws are incorporated into this Agreement. Apptegy agrees to use reasonable efforts to assist Client in responding to Public Records requests received by Client; for example, by providing Client with a copy of any records maintained by Apptegy that are subject to a request. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records.

14. Data Practices. Apptegy maintains comprehensive privacy and security practices and policies. They include industry-accepted administrative, technical, and physical security controls that promote the availability, integrity, and confidentiality of our Services and Client data in our care. Further, Apptegy implements industry-accepted safeguards to protect Client data from loss and unauthorized use and disclosure. Apptegy collects and uses Client information, on behalf of and under the control of the Client, only to provide and improve our Services in accordance with our Privacy Policy and applicable law. Our Privacy Policy details the information we collect from Clients, how we collect and store it, how we use it, and the Client’s rights and choices with respect to Client information. Please see the Privacy Policy for more information.

15. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

16. Insurance. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

17. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; and then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

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CITY OF BURNS
ORDINANCE NO. 888

AN ORDINANCE OF CITY OF BURNS AMENDING CHAPTER 13 OF THE BURNS MUNICIPAL CODE CONCERNING SEWER AND WATER SERVICE RATES AND CHARGES.

WHEREAS, City of Burns ("City") 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, Burns Municipal Code (the "Code") Section 13.10.030 provides City the authority to assess, charge, and collect a monthly service charge for use of City's sewer system; and

WHEREAS, Code Section 13.15.090 provides City the authority to assess, charge, and collect certain water rates for use of City's water system; and

WHEREAS, the Code does not expressly provide City authority to assess and collect applicable water and/or sewer fees whether or not service(s) are used (i.e., services to unoccupied buildings/property); and

WHEREAS, the Burns City Council (the "Council") finds it necessary and appropriate to amend Code Sections 13.10 and 13.15 to authorize City to charge and collect applicable water and/or sewer charges whether or not the service(s) are used.

NOW, THEREFORE, the City of Burns ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Purpose. This Ordinance No. 888 (this "Ordinance") amends the Code to authorize City to (a) assess, charge, and collect applicable water and/or sewer charges whether or not such service(s) is/are used, and (b) assess, charge, and collect applicable fees for removal and reinstallation of a customer's water connection.
3. Amendment No. 1. Code Section 13.10.030 is amended and restated to read in its entirety as follows:

"13.10.030 Monthly Service Charge.
Each user (person, firm, or corporation) having a service connection to the city's sewer system will pay the monthly service charge established by council resolution from time to time. The monthly service charge will be assessed, and will be paid by each user, whether or not the user actually uses the sewer service. A deposit established by council resolution from time to time will be required on all new accounts."
4. Amendment No. 2. Code Section 13.15.090 is amended and restated to read in its entirety as follows:

"13.15.090 Water Rates.
Each customer (person, firm, or corporation) having a connection to the city's water system will pay the monthly service charge established by council resolution from time to time. The monthly service charge will be assessed, and will be paid by each customer, whether or not the customer actually uses the water service. The water rates to be charged, including the monthly service charge, the charges for water used over the specified minimum, fire hydrant rates, service connection charges, and any other water service-related rates or charges will be established by council resolution from time to time. All water used, with the exception of that used for fighting fires, will be metered and a charge made according to the established water rates or charges."
5. Amendment No. 3. Code Section 13.15.130(1) is amended and restated to read in its entirety as follows:

"(1) On Customer Request. Each customer about to vacate any premises supplied water service by the water department and/or desiring to discontinue water service (for any reason) must give the water department a request to discontinue service prior to the specific date service is to be discontinued. The customer is

responsible for all water supplied to the premises until water service is actually discontinued by the city or two days after the city receives notice, whichever occurs first. Notwithstanding the discontinuance of water service, each customer (person, firm, or corporation) having a connection to the city's water system (by means of a city water meter) will pay the monthly service charge established by council resolution from time to time. A customer (person, firm, or corporation) may request removal of the customer's water connection (i.e., water meter). The fee for removal of the water connection will be established by council resolution from time to time. A customer may request reinstallation of a water connection to resume water service to the premises, subject to the conditions set forth in Section 13.15.140."

6. Amendment No. 4. The following Subsection 3 is added to Section 13.15.140 concerning restoration of service:

"(3) A customer (person, firm, or corporation) may request restoration/reinstallation of the customer's water connection (i.e., water meter). The fee for restoration/reinstallation of the water connection will be established by council resolution from time to time."

7. Miscellaneous. This Ordinance is hereby made part of the Code. The provisions of the Code that are not amended or modified by this Ordinance remain unchanged and in full force and effect. All pronouns contained in this Ordinance 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. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance 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 Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors. Nothing in this Ordinance affects the validity of any criminal or civil enforcement actions commenced prior to the adoption of this Ordinance; all City ordinances existing at the time that such actions were filed will remain valid and in full force and effect for purposes of those actions.

APPROVED AND ADOPTED by the City Council of the City of Burns and signed by the mayor this 28th day of February, 2024.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Jerry Woodfin, Mayor

ATTEST:

Tiffany Leffler, City Clerk

RESOLUTION NO. 24-778

A RESOLUTION OF CITY OF BURNS ADOPTING CERTAIN WATER AND SEWER SERVICE FEES AND CHARGES EFFECTIVE MARCH 28, 2024.

WHEREAS, Burns Municipal Code (the "Code") Section 13.10.030 provides City of Burns ("City") the authority to assess and collect a monthly service charge for use of City's sewer system; and

WHEREAS, Code Section 13.15.090 provides City the authority to assess and collect certain water rates for use of City's water system; and

WHEREAS, Code Sections 13.15.130 and 13.15.140 provides City the authority to assess and collect certain fees for removal and reinstallation of a water connection; and

WHEREAS, based on a careful review and evaluation of City's current fees, City staff recommends an increase of certain fees and charges and/or the establishment of additional fees and charges to recover certain costs and expenses City incurs in connection with its provision of water and sewer services to its customers; and

WHEREAS, by adoption of this Resolution 24-778 (this "Resolution"), the Burns City Council (the "Council") will increase certain fees and charges and/or establish additional fees and charges to recover certain costs and expenses City incurs in connection with its provision of water and sewer services to its customers.

NOW, THEREFORE, BE IT RESOLVED, by and through the Council meeting in regular session, the following:

1. Findings. The above-stated findings are hereby adopted.
2. Fee Schedule. The Council hereby establishes and adopts the water and sewer service-related fees and charges identified in the attached Schedule 2 (the "Fee Schedule"). The fees and charges identified in the Fee Schedule are effective _____, 2024.
3. Miscellaneous. This Resolution (and the provisions contained herein) amend, replace, and supersede any resolution or order (or portion thereof) in conflict with this Resolution. The provisions of this Resolution are 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 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. This Resolution will be in full force and effect from and after its passage and adoption.

APPROVED AND ADOPTED by the City Council of the City of Burns and signed by the mayor this 28th day of February, 2024.

Ayes: _____
 Nays: _____
 Abstentions: _____
 Absent: _____
 Vacancies: _____

Jerry Woodfin, Mayor

ATTEST:

Tiffany Leffler, City Clerk

Schedule 2
Fee Schedule

(attached)

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, 2023²

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, 2024³

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

Exhibit A.

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

FY24 Monthly Sewer Rate Schedule – Effective July 1, 2023 (Table 2)

ACCOUNT CLASSIFICATION	RATE	Additional
Base rate by account:		
Single Family Residential	\$26.60	
Two Family Residential-Duplex	\$37.21	
Three Family Residential-Triplex	\$42.51	
Apartments/Mobile Homes/Trailer Courts/RV Parks/Additional Billed Units	\$42.51	Plus \$14.77 for each unit over three, per month
Commercial – Business/Industrial/Hotels/ Motels and/or all others	\$26.60	Plus Volume Charge
Water/Sewer Reserve Charge	\$6.00	
Transportation Fee	\$8.00	Per Unit
Volume Charge for Commercial Rate	\$0.0041	Per cu.ft.

FY25 Monthly Sewer Rate Schedule – Effective July 1, 2024 (Table 3)¹

ACCOUNT CLASSIFICATION	RATE	Additional
Base rate by account:		
Single Family Residential	\$27.66	
Two Family Residential-Duplex	\$38.69	
Three Family Residential-Triplex	\$44.21	
Apartments/Mobile Homes/Trailer Courts/RV Parks/Additional Billed Units	\$44.21	Plus \$15.36 for each unit over three, per month
Commercial – Business/Industrial/Hotels/ Motels and/or all others	\$27.66	Plus Volume Charge
Water/Sewer Reserve Charge	\$6.00	
Transportation Fee	\$8.00	Per Unit
Volume Charge for Commercial Rate	\$0.0042	Per cu.ft.


¹ Rates for FY24 and FY25 increase by four (4) percent annually to account for cost escalation based on the estimated 2022 Consumer Price Index increase of eight (8) percent

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).

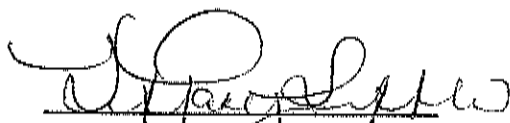
4) Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is 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