

UMATILLA CITY COUNCIL MEETING  
A G E N D A  
COUNCIL CHAMBERS  
OCTOBER 02, 2018  
7:00 P.M.

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**1. MEETING CALLED TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA**

**5. PRESENTATION**

- 5.1 Hermiston Nazarene Church – November 18<sup>th</sup> Clean Up Day
- 5.2 Dr. Earl - Family Health Associates

**6. APPROVAL OF MINUTES**

- 6.1 September 04, 2018 *pages 1 - 3*
- 6.2 September 18, 2018 *pages 4 -5*

**7. PUBLIC COMMENT:** The Council will hear discussion of unannounced matters pertaining to community business. Council may discuss, but can take no action formally on items not placed on the published agenda. Comments are limited to five (5) minutes per person with a total time for this section being 30 minutes. Attendees are asked to refrain from interrupting the Council session unless the Mayor or Council member(s) specifically request clarification from an audience member.\*

**8. CONSENT AGENDA**

- 8.1 Paid Invoices
  - a. CRIS, Inc. *page 8*
  - b. All Remaining Invoices *pages 6 - 24*

**9. COMMITTEE REPORTS**

- 9.1 Planning Commission Appointment
  - a. Boyd Sharp *pages 25 - 26*
  - b. Hilda Martinez *page 27*

**10. UNFINISHED BUSINESS**

**11. NEW BUSINESS**

- 11.1 Public Hearing on Ordinance 829 - An Ordinance Repealing Title 2, Chapter Six of the Umatilla, Oregon City Code, Ordinance No. 807, Retaining Title 2, Chapter Six By Name Only, and Amending Title 4, Chapter One of the Umatilla, Oregon City Code *pages 28 - 33*
- 11.2 Ordinance No. 829 - An Ordinance Repealing Title 2, Chapter Six of the Umatilla, Oregon City Code, Ordinance No. 807, Retaining Title 2, Chapter Six By Name Only, and Amending Title 4, Chapter One of the Umatilla, Oregon City Code *pages 28 - 33*

11.3 Resolution No. 10-2019 – A Resolution Authorizing Interim City Manager Mabbott to Sign an Easement with the Port of Umatilla *pages 34 - 49*

11.4 Resolution No. 11-2019 – A Resolution Authorizing Interim City Manager Mabbott to Sign an Easement with JM Eagle *pages 50 - 61*

11.5 Resolution No. 12-2019 – A Resolution Authorizing Interim City Manager Mabbott to Sign the Notice of Award For Construction for the City of Umatilla Sixth Street Waterline Improvement Project *pages 62 - 66*

11.6 Resolution No. 13-2019 – A Resolution Authorizing the Mayor to Sign an Agreement for Construction with Jesse Rodriguez Construction *pages 67 - 79*

11.7 Resolution No 14 – 2019 – A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement with CTUIR for Master Cultural Service Consulting *pages 80 - 87*

11.8 Resolution No. 15 – 2019 – A Resolution Authorizing the Mayor to Sign a Letter of Support for a Water Feasibility Grant Application to Oregon Water Resources Department *pages 88 - 89*

11.9 Resolution No. 16-2019 – A Resolution Authorizing the Mayor to Sign an Employment Agreement Between the City of Umatilla and David Stockdale *page 90*

## **12. CORRESPONDENCE**

12.1 Thank You Letter to Sergeant Bill Osborne *page 91*

12.2 Thank You Letter to Training Officer Timothy Miers *page 92*

## **13. PUBLIC COMMENT: \*See #7**

## **14. MAYOR'S MESSAGE**

## **15. STAFF REPORT**

15.1 Manager's Report *pages 93 - 94*

## **16. COUNCIL INFORMATION & DISCUSSION**

## **17. ADJOURN TO EXECUTIVE SESSION**

17.1 To consider employment of a public officer, employee, staff member or individual. ORS 192.660(2)(a)

17.2 To conduct deliberations with persons designated by the governing body to carry on labor negotiations under ORS 192.660 (2)(d).

## **18. RECONVENE**

## **19. ADJOURN**

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**CITY OF UMATILLA  
COUNCIL MEETING  
September 04, 2018**

1. **CALLED TO ORDER:** Mayor Dufloth called the regular council meeting to order at 7:00pm.
2. **ROLL CALL**  
**PRESENT:** Councilors Keith, Roxbury, Ray, Wheeler, Torres – Medrano, and TenEyck.  
**STAFF PRESENT:** Recorder Sandoval, Public Works Director Barron, Planner Seitz, Interim City Manager Mabbott, Community Development Coordinator Horn, Sergeant Wright, Planning and Code Specialist Coffey, Attorney SpicerKuhn, and Chief Huxel arrived at 7:22pm.
3. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited at 7:01pm.
4. **APPROVAL OF AGENDA:** Councilor Ray moved to approve the agenda. Councilor Torres - Medrano seconded the motion. Voted: 6-0. Motion carried unanimously.
5. **PRESENTATION:**  
Presentation on Transit Partnership – Mark Morgan, City of Hermiston. Mr. Morgan presented on the transit system in current operation for the City of Hermiston. Hermiston offered to collaborate with Umatilla to start a subsidized taxi service for senior and disabled persons within city limits.  
  
Presentation of Preliminary Water Feasibility Study – JUB Engineers. Shae Tally and Nick Ducote presented on the engineering feasibility study. They are helping the City move forward with grant applications to fund the next phase of the water right development, drilling of a test well to show hydraulic connection.
6. **APPROVAL OF MINUTES:** It was moved by Ray to approve minutes for August 7, 2018 and August 21, 2018 Workshop. Councilor Wheeler seconded the motion. Voted: 6-0. Motion carried unanimously.
7. **PUBLIC COMMENT:** None.
8. **CONSENT AGENDA:** Moved by Councilor Roxbury to approve item 8.1 (a) CRIS, Inc. Councilor TenEyck seconded the motion. Voted: 5-1-0. Councilor Ray abstained. Motion carried.  
  
Moved by Councilor Torres – Medrano to approve item 8.1(b) All Remaining Invoices. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.
9. **COMMITTEE REPORTS:**

Councilor Torres – Medrano moved to accept Thomas Love’s resignation from the Planning Commission and declare a vacancy. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.

**10. UNFINISHED BUSINESS:** None.

**11. NEW BUSINESS:**

Resolution No. 04-2019 - A Resolution Creating A “No Parking” Zone on Dean Avenue – It was moved by Councilor Ray to approve Resolution No. 04-2019 and remove “Whereas, the Safe Routes to School Program has been implemented in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and Whereas, parking has prevented buses from safely turning around.” Add section 3. To allow staff to place No Parking signs as deemed necessary. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.

Resolution No. 07-2019 – A Resolution Authorizing City Staff to Implement the Revised Revitalization Grant Application and Process – Moved by Councilor TenEyck to approve Resolution No. 09-2019. Seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.

Appoint Citizen Members to City Manager Recruitment Committee – Mayor Dufloth appointed Bill Wright and Bruce McLane to the City Manager Recruitment Committee.

Artwork Recommendation for ODOT – Councilor TenEyck moved to have a sturgeon on one side, the catch the vision sun in the middle and feathers, and a salmon on the other side placed on the I82 overpass. Seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

**12. CORRESPONDENCE:**

Interim City Manager Mabbott explained the funds donated by the Good Shepherd Foundation and Hermiston Kiwanis. The funds were used to install a light and add an additional basketball court at Kiwanis Park.

**13. PUBLIC COMMENT:** None.

**14. MAYOR’S MESSAGE:** Mayor Dufloth talked about the wine & cheese event put on by the museum. He enjoyed the turnout and thought the event went well. He is seeing an increase in community events around Umatilla.

**15. STAFF REPORT:** Manager’s Report.

**16. COUNCIL INFORMATION & DISCUSSION:**

City Manager Recruitment Committee needed to schedule a meeting to go over the recruitment process. Recorder Sandoval would serve as the liaison between the committee and Prothman.

**17. ADJOURN TO EXECUTIVE SESSION: N/A**

**18. RECONVENE: N/A**

**19. ADJOURN:** Councilor Ray moved to adjourn the meeting. Councilor Torres - Medrano seconded the motion. Voted: 6-0. Motion carried. Meeting adjourned at 8:43 pm.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder

**CITY OF UMATILLA  
COUNCIL MEETING  
September 18, 2018**

**1. CALLED TO ORDER:** Mayor Dufloth called the council meeting to order at 7:03pm.

**2. ROLL CALL**

**PRESENT:** Councilors Keith, Ray, Wheeler, and TenEyck. Councilor Torres – Medrano arrived at 7:27pm.

**ABSENT:** Councilor Roxbury.

**STAFF PRESENT:** Recorder Sandoval, Interim City Manager Mabbott, Deputy City Manager Ince, and Attorney Spicerkuhn.

**3. PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited at 7:04pm.

**4. APPROVAL OF AGENDA:** Councilor Ray moved to amend the agenda by tabling the Sixth Street Waterline Project Bid. Councilor Wheeler seconded the motion. Voted: 4-0. Motion carried.

Councilor TenEyck moved to approve the amended agenda. Seconded by Councilor Wheeler. Voted: 4-0. Motion carried.

**5. PUBLIC COMMENT:** None.

**6. COMMITTEE REPORTS:**

Councilor Ray explained about the progress made for Code Enforcement. They would be presenting a new ordinance for council's approval at the next regular meeting. He hoped that their efforts streamlined the process and nuisance abatement.

**7. NEW BUSINESS:** The Sixth Street Waterline Project Bid was tabled during the agenda approval portion of the meeting.

**8. PUBLIC COMMENT:** None.

**9. MAYOR'S MESSAGE:**

**10. STAFF REPORT:** Manager's Report.

**11. COUNCIL INFORMATION & DISCUSSION:**

Councilor Ray thanked the personnel committee and the city manager recruitment committee for their hard work and long hours. He knew that process would be lengthy but was glad it was almost over.

**12. ADJOURN TO EXECUTIVE SESSION:** Mayor Dufloth adjourned to executive session. He authorized Interim City Manager Mabbott, Deputy City Manager Ince, City Attorney Spickerkuhn, and Steve Worthington from Prothman, and the media to be present.

**13. RECONVENE:** Councilor Keith moved to allow Steve Worthington from Prothman to negotiate a contract with David Stockdale. Motion seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Mr. Worthington would be working closely with Deputy City Manager Ince and Interim City Manager Mabbott to negotiate the contract for Mr. Stockdale.

**14. ADJOURN:** Councilor TenEyck moved to adjourn the meeting. Councilor Torres - Medrano seconded the motion. Voted: 5-0. Motion carried. Meeting adjourned at 7:40 pm.

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Daren Dufloth, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

Report Criteria:  
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>3</b>							
3	A & M Supply	1201703-01	Sewer Supplies	09/07/18	36.05	42161	09/21/18
	Total 3:				36.05		
<b>9</b>							
9	A-1 Industrial Hose & Supply	89034	Supplies for Sewer Equipment	08/03/18	2.94	42076	09/11/18
	Total 9:				2.94		
<b>34</b>							
34	All American Heating and Coolin	10202	Repair Police Dept Air Conditioning	08/22/18	471.00	42077	09/11/18
	Total 34:				471.00		
<b>59</b>							
59	Aramark Uniform Services, Inc.	863560763	Police Mats	08/02/18	132.48	42163	09/21/18
		863560765	Mats & Towels	08/02/18	94.78	42163	09/21/18
		863581173	Police Mats	08/16/18	132.48	42163	09/21/18
		863581175	Mats & Towels	08/16/18	94.78	42163	09/21/18
		863601534	Police Mats	08/30/18	132.48	42163	09/21/18
		863601536	Mats & Towels	08/30/18	94.78	42163	09/21/18
	Total 59:				681.78		
<b>92</b>							
92	Banner Bank Mastercard	2418AUG18	TLO TRANSUNION	08/23/18	150.00	42078	09/11/18
		2418AUG18	OACP CONF REG HUXEL	08/23/18	125.00	42078	09/11/18
		2418AUG18	SKILLPATH	08/23/18	65.11	42078	09/11/18
		2418AUG18	OACP CONF REG KENNEDY	08/23/18	125.00	42078	09/11/18
		2418AUG18	OLIVE GARDEN TRAINING MEALS	08/23/18	60.05	42078	09/11/18
		2418AUG18	AMAZON SUPPLIES	08/23/18	92.00	42078	09/11/18
		4480AUG18	ICC BUILDING TRAINING-SEITZ FLIGHT	08/20/18	242.05	42078	09/11/18
		4480AUG18	OAPA CONF -SEITZ	08/20/18	345.00	42078	09/11/18
		4480AUG18	MOVIES IN THE PARK LIC FEE-SWANK	08/20/18	830.00	42078	09/11/18
		4480AUG18	OAPA CONFERENCE - HORN	08/20/18	345.00	42078	09/11/18
		4480AUG18	SENSUS FLIGHT-CALDERA/HORN	08/20/18	1,380.43	42078	09/11/18
		4868AUG18	WATER DEPT SUPPLIES	08/20/18	232.93	42078	09/11/18
		4868AUG18	OWP STATE FEE	08/20/18	157.00	42078	09/11/18
		5919AUG18	RV PARK OFFICE MOUSE	08/20/18	41.98	42078	09/11/18
		5919AUG18	OMA CONFERENCE HOTEL	08/20/18	315.78	42078	09/11/18



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5919AUG18	MOVIES IN THE PARK DVD RENTAL	08/20/18	6.50	42078	09/11/18
		5919AUG18	NETWORK SOLUTIONS DOMAIN RENEWAL	08/20/18	69.97	42078	09/11/18
		5919AUG18	SYMPATHY FLOWERS- KROGH	08/20/18	77.97	42078	09/11/18
		5919SEP18	TRICK OR TREAT SUPPLIES, FAVORS	09/17/18	936.19	42164	09/21/18
		5919SEP18	OFFICE PAPER	09/17/18	87.45	42164	09/21/18
		5919SEP18	ODOT POLICE PLATES/REGISTRATION	09/17/18	110.00	42164	09/21/18
		5919SEP18	GOING AWAY GIFT-MATT TSUI	09/17/18	105.95	42164	09/21/18
		5919SEP18	SOCIAL MEDIA TRAINING	09/17/18	30.00	42164	09/21/18
		5919SEP18	SOCIAL MEDIA TRAINING	09/17/18	30.00	42164	09/21/18
		5919SEP18	PLAQUE-BARRON	09/17/18	80.89	42164	09/21/18
		5919SEP18	OCEA CODE TRAINING REGISTRATION	09/17/18	200.00	42164	09/21/18
		5919SEP18	2 MEETING LUNCHEON	09/17/18	73.94	42164	09/21/18
		5919SEP18	MARINA FUEL LICENSE RENEWAL	09/17/18	129.00	42164	09/21/18
		5919SEP18	CITY MANAGER CANDIDATE LUNCHEON	09/17/18	129.38	42164	09/21/18
		5919SEP18	CROSS CONNECTION TRAINING	09/17/18	908.24	42164	09/21/18
		5919SEP18	CROSS CONNECTION REGISTRATION/SHEEL	09/17/18	908.24	42164	09/21/18
		5919SEP18	CROSS CONNECTION TRAINING REGISTRATION/DYER	09/17/18	864.44	42164	09/21/18
		5919SEP18	CITY MANAGER CANDIDATE HOTEL	09/17/18	864.44	42164	09/21/18
		5919SEP18	GOING AWAY RECEPTION/GIFT BARRON	09/17/18	165.78	42164	09/21/18
		8522AUG18	AMAZON/JUB MEETING	08/23/18	91.44	42078	09/11/18
		8522AUG18	PLANNING SUPPLIES	08/23/18	16.72	42078	09/11/18
		8522AUG18	BUILDING TRAINING- SEITZ HOTEL	08/23/18	45.35	42078	09/11/18
		8522AUG18	CITY MANAGER LUNCHEON	08/23/18	13.95	42078	09/11/18
		8522AUG18	PSU LUNCHEON	08/23/18	26.00	42078	09/11/18
		8522AUG18	LUNCHEON	08/23/18	7.00	42078	09/11/18
		8522AUG18	CHAMBER LUNCHEON	08/23/18	11.02	42078	09/11/18
		8522AUG18	LUNCH	08/23/18	12.55	42078	09/11/18
		8522AUG18	PORT OF MORROW LUNCH	08/23/18	32.00	42078	09/11/18
		8522AUG18	ASSOCIATION OF OREGON FEE	08/23/18	50.00	42078	09/11/18
		8522AUG18	PC/COUNCIL DINNER	08/23/18	145.80	42078	09/11/18
		8522AUG18	LEAGUE OF OREGON CITY REGISTRATION	08/23/18	475.00	42078	09/11/18

Total 92:

10,348.10

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>95</b>							
95	Barnett & Moro, P.C.	8635-2018	Annual Audit 2018	08/31/18	9,000.00	42165	09/21/18
	Total 95:				9,000.00		
<b>199</b>							
199	Canon Solutions America, Inc	4026832266	MAINTENANCE	08/24/18	21.35	42083	09/11/18
		4026971122	MAINTENANCE	09/05/18	364.34	42166	09/21/18
	Total 199:				385.69		
<b>214</b>							
214	Cascade Natural Gas Corp.	CITYHALLA	Natural Gas New City Hall	08/27/18	1.60	42084	09/11/18
		CITYHALLA	Natural Gas New City Hall	08/27/18	1.60	42084	09/11/18
		CITYHALLA	Natural Gas New City Hall	08/27/18	1.60	42084	09/11/18
		DRAPERAU	Natural Gas Draper Street	08/27/18	4.19	42084	09/11/18
		SEWERAUG	Natural Gas Sewer Plant	08/27/18	17.07	42084	09/11/18
	Total 214:				26.06		
<b>222</b>							
222	Center Point Large Print	1614698	Large Print Books for Library	09/01/18	182.76	42167	09/21/18
	Total 222:				182.76		
<b>226</b>							
226	CenturyLink	0453AUG18	Police Dept T31 Line	08/25/18	93.23	42085	09/11/18
	Total 226:				93.23		
<b>262</b>							
262	Coffey, Tisa	OCEA2018	Per Diem for OCEA Conference	09/28/18	489.58	42168	09/21/18
	Total 262:				489.58		
<b>285</b>							
285	Corey, Byler & Rew, LLP	AUG2018	Legal Services-Audit Letter	08/31/18	150.47	42170	09/21/18
	Total 285:				150.47		
<b>302</b>							
302	CRIS Inc.	083118-M	Contract Service Agreement	08/31/18	12,500.00	42090	09/11/18
	Total 302:				12,500.00		
<b>304</b>							
304	Crown Paper & Janitorial	249460	Marina - Janitorial Supplies	09/12/18	183.66	42171	09/21/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 304:					183.66		
<b>308</b>							
308	Crystal Springs	9262940082	Water for Police Department	08/22/18	55.12	42091	09/11/18
Total 308:					55.12		
<b>350</b>							
350	Dept of Motor Vehicles	CODEBOOK	CODE BOOK HARDBOUND 2017-2018	08/31/18	7.00	42093	09/11/18
Total 350:					7.00		
<b>388</b>							
388	Duke's Auto Plus	11571	Police Dept Vehicle Maintenance	08/16/18	70.00	42095	09/11/18
		11584	TAHOE REPAIRS	08/28/18	82.50	42095	09/11/18
		11584	TAHOE REPAIRS	08/28/18	82.50	42095	09/11/18
Total 388:					235.00		
<b>395</b>							
395	Dyer, Duane	CROSSCON	Per Diem for CROSS CONNECTION TRAINING	10/04/18	288.00	42172	09/21/18
Total 395:					288.00		
<b>397</b>							
397	Dynamic Computer Consulting, I	12906	Proof Point Security monthly, Remote Backups	08/31/18	224.00	42096	09/11/18
Total 397:					224.00		
<b>400</b>							
400	East Oregonian	40034	Notice of Planning Commission	08/07/18	171.04	42173	09/21/18
		41101	Notice of Planning Commission	08/20/18	278.66	42173	09/21/18
Total 400:					449.70		
<b>405</b>							
405	Eastern Oregon Telecom, LLC	8749AUG18	Telephone/Fiber Services	09/01/18	277.89	42174	09/21/18
		8749AUG18	Telephone/Fiber Services	09/01/18	46.43	42174	09/21/18
		8749AUG18	Telephone/Fiber Services	09/01/18	304.73	42174	09/21/18
		8749AUG18	Telephone/Fiber Services	09/01/18	408.70	42174	09/21/18
		8749AUG18	Telephone/Fiber Services	09/01/18	139.28	42174	09/21/18
		8749AUG18	Telephone/Fiber Services	09/01/18	233.41	42174	09/21/18
		8749AUG18	Telephone/Fiber Services	09/01/18	309.08	42174	09/21/18
Total 405:					1,719.52		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>456</b>							
456	FEI #3011 Waterworks	0682240	WATER DEPT MAINTENANCE	08/09/18	1,789.92	42097	09/11/18
	Total 456:				<u>1,789.92</u>		
<b>494</b>							
494	G & S Tire Factory	1-87638	Purchase Tires TAHOE	08/24/18	386.23	42098	09/11/18
		1-87638	Purchase Tires TAHOE	08/24/18	386.24	42098	09/11/18
	Total 494:				<u>772.47</u>		
<b>499</b>							
499	Galls, DBA Blumenthal Uniform	010047016	Police Uniform/Accessories	06/04/18	5.83	42100	09/11/18
		010069403	Police Uniform/Accessories	06/07/18	39.08	42100	09/11/18
		010076583	CREDIT Police Uniform/Accessories	06/07/18	12.08-	42100	09/11/18
		010587591	Police Uniforms	08/21/18	68.64	42177	09/21/18
		010612568	Police Uniforms	08/24/18	7.92	42177	09/21/18
	Total 499:				<u>109.39</u>		
<b>508</b>							
508	Gardner Trucking	181861	OVERPAYMENT JAKE GARY	08/31/18	530.00	42101	09/11/18
	Total 508:				<u>530.00</u>		
<b>518</b>							
518	SYNCHRONY BANK/AMAZON	3142SEP18	Library Books	09/15/18	42.86	42193	09/21/18
	Total 518:				<u>42.86</u>		
<b>554</b>							
554	Gotcha Covered	137705	Cleaning Services	09/01/18	443.84	42103	09/11/18
		137705	Cleaning Services	09/01/18	383.98	42103	09/11/18
		137705	Cleaning Services	09/01/18	383.98	42103	09/11/18
		137705	Cleaning Services	09/01/18	248.20	42103	09/11/18
	Total 554:				<u>1,460.00</u>		
<b>560</b>							
560	Grainger	9833853519	Water Dept Maintenance	06/29/18	95.58	42104	09/11/18
		9836383050	Water Dept Maintenance	07/03/18	352.36	42104	09/11/18
	Total 560:				<u>447.94</u>		
<b>592</b>							
592	Hagerman Inc.	1-10468	Repair Sterling Truck	08/22/18	92.40	42105	09/11/18
		1-10549	Repair International	08/24/18	515.61	42105	09/11/18
	Total 592:				<u>608.01</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>623</b>							
623	Heller & Sons Dist., Inc.	105620	FueL FOR WW	08/17/18	2,318.85	42178	09/21/18
		8606	Gasoline for Police Cars	08/31/18	2,498.05	42178	09/21/18
		8607	Gas for Public Works Vehicles	08/31/18	486.64	42178	09/21/18
		8607	Gas for Public Works Vehicles	08/31/18	794.37	42178	09/21/18
		8607	Gas for Public Works Vehicles	08/31/18	314.89	42178	09/21/18
		8607	Gas for Public Works Vehicles	08/31/18	789.61	42178	09/21/18
Total 623:					7,202.41		
<b>627</b>							
627	Hermiston Auto Parts, Inc.	647-575630	Street Maintenance	08/03/18	3.69	42106	09/11/18
		647-575697	Street Maintenance	08/06/18	6.29	42106	09/11/18
		647-575792	Water Dept Maintenance	08/08/18	26.77	42106	09/11/18
		647-576212	Sewer Dept Maintenance	08/17/18	35.15	42106	09/11/18
		647-576378	Water Dept Maintenance	08/21/18	9.78	42106	09/11/18
		647-576435	Water Dept Maintenance	08/22/18	193.13	42106	09/11/18
		647-576494	Park Maintenance	08/23/18	14.93	42106	09/11/18
		647-576657	Park Maintenance	08/27/18	8.25	42106	09/11/18
		647-576673	Sewer Dept Maintenance	08/27/18	119.40	42106	09/11/18
		647-576722	Water Dept Maintenance	08/28/18	5.20	42106	09/11/18
		647-576818	Street Maintenance	08/30/18	63.60	42106	09/11/18
Total 627:					486.19		
<b>637</b>							
637	Hermiston Quicky Lube	426853	CODE TRUCK OIL CHANGE	08/02/18	37.95	42179	09/21/18
		427687	Oil Change 2013 Charger	08/16/18	42.95	42179	09/21/18
Total 637:					80.90		
<b>659</b>							
659	Home Depot Credit Services	1041671	Street Maint	08/15/18	21.53	42107	09/11/18
		106981	Street Maint	08/16/18	31.36	42107	09/11/18
		107026	Street Maint	08/16/18	5.97	42107	09/11/18
		3564209	Sewer Dept Operations Bldg Flooring	08/03/18	4,277.59	42107	09/11/18
		4120033	Sewer Dept Maintenance	08/12/18	34.97	42107	09/11/18
		6042118	Sewer Dept Maintenance	08/20/18	186.16	42107	09/11/18
		6107319	credit	08/20/18	163.35-	42107	09/11/18
		7041058	Park Maintenance	08/09/18	70.45	42107	09/11/18
		9106182	Sewer Dept Maintenance	08/07/18	71.10	42107	09/11/18
		9106229	Sewer Dept Maintenance	08/07/18	7.98	42107	09/11/18
Total 659:					4,543.76		
<b>681</b>							
681	Huxel, Darla	CISLECONF	PER DIEM FOR CIS LE CONF	08/08/18	383.68	42181	09/21/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 681:					383.68		
<b>693</b>							
693	Ingram	35741637	Library Books	08/02/18	17.39	42108	09/11/18
		35741638	Library Books	08/02/18	107.64	42108	09/11/18
		35804741	Library Books	08/07/18	16.80	42108	09/11/18
		35804743	Library Books	08/07/18	16.20	42108	09/11/18
		35804744	Library Books	08/07/18	49.79	42108	09/11/18
		35843739	Library Books	08/09/18	5.48	42108	09/11/18
		358804742	Library Books	08/07/18	31.79	42108	09/11/18
		35910430	Library Books	08/14/18	33.59	42108	09/11/18
		35910431	Library Books	08/14/18	15.60	42108	09/11/18
		35910432	Library Books	08/14/18	15.60	42108	09/11/18
		36031036	Library Books	08/21/18	32.98	42108	09/11/18
		36031037	Library Books	08/21/18	80.37	42108	09/11/18
		36174367	Library Books	08/28/18	34.18	42108	09/11/18
Total 693:					446.45		
<b>697</b>							
697	Intermountain ESD	598T060481	iPad Cases	08/24/18	101.18	42109	09/11/18
		598T060481	iPad Cases	08/24/18	101.18	42109	09/11/18
		598T060528	iPads for Water/Sewer Depts	08/29/18	858.00	42109	09/11/18
		598T060528	iPads for Water/Sewer Depts	08/29/18	858.00	42109	09/11/18
Total 697:					1,918.36		
<b>712</b>							
712	J U B Engineers, Inc.	118750R	ENGINEERING	08/08/18	78.27	42110	09/11/18
		118750R	6th St Project Engineering	08/08/18	11.97	42110	09/11/18
		118750R	Fractured Basalt Wells Alternative	08/08/18	131.67	42110	09/11/18
		118750R	PROJECT PLANS	08/08/18	531.42	42110	09/11/18
		118750R	LIND RD SEWER FUNDING APPLICATION DEVELOPMENT	08/08/18	852.11	42110	09/11/18
		118750R	6th St HYDRANTS	08/08/18	1,135.29	42110	09/11/18
		119648	ENGINEERING	09/17/18	2,274.96	42182	09/21/18
		119648	6th St Project Engineering	09/17/18	2,366.87	42182	09/21/18
		119648	Fractured Basalt Wells Alternative	09/17/18	797.13	42182	09/21/18
		119648	PROJECT PLANS	09/17/18	425.40	42182	09/21/18
		119648	6th St HYDRANTS	09/17/18	3,210.83	42182	09/21/18
		119661	Bonney Ln Water/Swr Service Analysis	09/17/18	10,855.49	42182	09/21/18
Total 712:					22,671.41		
<b>715</b>							
715	J.F.J. Disc Repair Inc.	0194048-IN	Supplies for Disc Cleaner	08/15/18	36.83	42111	09/11/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 715:					36.83		
<b>770</b>							
770	KIE Supply Corp	430106	Sewer Dept Maintenance	07/26/18	24.45	42114	09/11/18
		438658	Park Maintenance	08/14/18	142.78	42114	09/11/18
		440092	Park Maintenance	08/17/18	3.80	42114	09/11/18
Total 770:					171.03		
<b>786</b>							
786	Kuo Testing Labs, Inc.	18H0095	Marina Coliform Testing	08/08/18	51.00	42115	09/11/18
Total 786:					51.00		
<b>810</b>							
810	League of Oregon Cities	5051	JOB POST-PW DIRECTOR	08/27/18	20.00	42116	09/11/18
Total 810:					20.00		
<b>817</b>							
817	Les Schwab Tires	1800853910	Parks Equipment Maintenance	08/02/18	5.00	42183	09/21/18
Total 817:					5.00		
<b>919</b>							
919	Mentgen, Louis	E2AUG18	Moorage Refund / Slip Released	08/28/18	85.00	42121	09/11/18
Total 919:					85.00		
<b>991</b>							
991	Nichols, Tom	E14AUG18	Moorage Refund - Slip Released	08/28/18	75.00	42123	09/11/18
Total 991:					75.00		
<b>995</b>							
995	Norco	24466937	Cylinder Rental	08/17/18	38.29	42124	09/11/18
		24575933	POLICE DEPT MAINT	08/31/18	86.24	42124	09/11/18
Total 995:					124.53		
<b>1008</b>							
1008	NW Farm Supply	B184013	Water Dept Maintenance	08/07/18	7.99	42184	09/21/18
Total 1008:					7.99		
<b>1034</b>							
1034	One Call Concepts, Inc.	8080502	Excavation Notices	08/31/18	62.04	42125	09/11/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1034:					62.04		
<b>1052</b>							
1052	Oregon Dept of Revenue	STATEASSM	State Court Assessments	08/31/18	32,770.59	42126	09/11/18
Total 1052:					32,770.59		
<b>1082</b>							
1082	OXARC	30424676	POLICE-FIRE EXTINGUISHER RECHARGE	08/07/18	426.80	42185	09/21/18
		30430024	Marina -Recharge fire extinguisher	08/14/18	363.80	42185	09/21/18
		30430325	Chlorine Cylinders- McFarland	08/14/18	585.44	42185	09/21/18
		30430326	Chlorine Cylinders - Intertie	08/14/18	585.44	42185	09/21/18
		30430327	Chlorine Cylinders-Golf	08/14/18	1,145.88	42185	09/21/18
		30430329	Chlorine Cylinders-port	08/14/18	1,145.88	42185	09/21/18
		30434846	SHOP FIRE EXTINGUISHER RECHARGE	08/20/18	32.10	42185	09/21/18
		30435625	WATER DEPT SUPPLIES	08/20/18	7.20	42185	09/21/18
		30440497	Marina Maintenance	08/24/18	41.15	42185	09/21/18
Total 1082:					4,333.69		
<b>1086</b>							
1086	Pacific Power	0013SEP18	Hwy 395 & 730 Intertie Well	09/13/18	4,839.17	42186	09/21/18
		0021AUG18	205 Powerline/McNary Ind Park/WWTP	08/22/18	9,140.73	42127	09/11/18
		0039AUG18	McFarland Well	08/24/18	2,531.55	42127	09/11/18
		0047AUG18	McNary Mobil Phase 2	08/28/18	269.85	42127	09/11/18
		0054AUG18	City Park Restrooms	08/22/18	45.11	42127	09/11/18
		0062SEP18	Shop Complex	09/13/18	26.68	42186	09/21/18
		0070SEP18	8th & F SE Corner	09/13/18	34.20	42186	09/21/18
		0088SEP18	8th & E St SS Park	09/13/18	66.61	42186	09/21/18
		0096AUG18	6th & A St Decorative Light	08/22/18	21.46	42127	09/11/18
		0112SEP18	800 6th St PARK	09/13/18	933.37	42186	09/21/18
		0120SEP18	300 6th St	09/13/18	544.58	42186	09/21/18
		0146SEP18	Bud Draper Dr	09/13/18	5,336.95	42186	09/21/18
		0153SEP18	Water Booster Station	09/13/18	3,471.85	42186	09/21/18
		0161SEP18	Water Tank Port	09/13/18	6,430.80	42186	09/21/18
		0179AUG18	285 Radar Rd Booster Pump	08/24/18	425.07	42127	09/11/18
		0187SEP18	Div 7 Naches Ave Lift	09/13/18	30.08	42186	09/21/18
		0377AUG18	Bath House Marina	08/22/18	298.26	42127	09/11/18
		0385AUG18	Fish Cleaning Station Marina	08/22/18	19.52	42127	09/11/18
		0393AUG18	West End Comfort Station	08/22/18	28.77	42127	09/11/18
		0401AUG18	15 HP Pump Marina Levy	08/22/18	428.74	42127	09/11/18
		0419AUG18	Quincy Ave N 2nd Marina office bldg	08/22/18	218.01	42127	09/11/18



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0427AUG18	Marina Park	08/22/18	1,448.73	42127	09/11/18
		0435AUG18	1710 Quincy St Marina	08/22/18	308.09	42127	09/11/18
		0443SEP18	Umatilla Marina St Lights	09/12/18	193.24	42186	09/21/18
		0476AUG18	Variable Sign Hwy 730	08/22/18	26.15	42127	09/11/18
	Total 1086:				37,117.57		
<b>1116</b>							
1116	Pet Rescue	137	Dog Impounds	08/03/18	515.00	42128	09/11/18
	Total 1116:				515.00		
<b>1126</b>							
1126	Pioneer Asphalt, Inc.	IN18080112	Street Maintenance	08/16/18	279.50	42129	09/11/18
	Total 1126:				279.50		
<b>1133</b>							
1133	Platt	R967530	Water Dept Maintenance	07/31/18	3.32	42130	09/11/18
		T000023	Water Dept Maintenance	08/03/18	11.61	42130	09/11/18
		T101589	Water Dept Maintenance	08/17/18	14.03	42130	09/11/18
	Total 1133:				28.96		
<b>1178</b>							
1178	Quill Corporation	1042853	Office Supplies	09/10/18	46.16	42187	09/21/18
		1042853	Office Supplies	09/10/18	9.17	42187	09/21/18
		1042853	Office Supplies	09/10/18	18.50	42187	09/21/18
		1042853	Office Supplies	09/10/18	27.67	42187	09/21/18
		1042853	Office Supplies	09/10/18	27.67	42187	09/21/18
		1042853	Office Supplies	09/10/18	18.50	42187	09/21/18
		1042853	Office Supplies	09/10/18	2.70	42187	09/21/18
		9494975	Office Supplies	08/20/18	201.43	42134	09/11/18
		9494975	Office Supplies	08/20/18	40.02	42134	09/11/18
		9494975	Office Supplies	08/20/18	80.71	42134	09/11/18
		9494975	Office Supplies	08/20/18	120.73	42134	09/11/18
		9494975	Office Supplies	08/20/18	120.73	42134	09/11/18
		9494975	Office Supplies	08/20/18	80.71	42134	09/11/18
		9494975	Office Supplies	08/20/18	11.81	42134	09/11/18
		9535087	Office Supplies	08/21/18	15.31	42134	09/11/18
		9535087	Office Supplies	08/21/18	3.04	42134	09/11/18
		9535087	Office Supplies	08/21/18	6.13	42134	09/11/18
		9535087	Office Supplies	08/21/18	9.17	42134	09/11/18
		9535087	Office Supplies	08/21/18	9.17	42134	09/11/18
		9535087	Office Supplies	08/21/18	6.13	42134	09/11/18
		9535087	Office Supplies	08/21/18	.91	42134	09/11/18
		9583457	Laminator Machine	08/20/18	1,559.74	42134	09/11/18
		9782219	Office Supplies	08/29/18	40.42	42134	09/11/18
		9782219	Office Supplies	08/29/18	8.03	42134	09/11/18
		9782219	Office Supplies	08/29/18	16.19	42134	09/11/18
		9782219	Office Supplies	08/29/18	24.22	42134	09/11/18
		9782219	Office Supplies	08/29/18	24.22	42134	09/11/18
		9782219	Office Supplies	08/29/18	16.19	42134	09/11/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		9782219	Office Supplies	08/29/18	2.38	42134	09/11/18
		9782219C	Office Supplies	09/10/18	40.42-	42187	09/21/18
		9782219C	Office Supplies	09/10/18	8.03-	42187	09/21/18
		9782219C	Office Supplies	09/10/18	16.19-	42187	09/21/18
		9782219C	Office Supplies	09/10/18	24.22-	42187	09/21/18
		9782219C	Office Supplies	09/10/18	24.22-	42187	09/21/18
		9782219C	Office Supplies	09/10/18	16.19-	42187	09/21/18
		9782219C	Office Supplies	09/10/18	2.38-	42187	09/21/18
Total 1178:					2,416.11		
<b>1191</b>							
1191	RDO Equipment Co.	P54688	Marina Equipment Maintenance	08/16/18	66.04	42135	09/11/18
		P54945	Park Dept Equip Maintenance	08/20/18	71.79	42135	09/11/18
		P55054	Park Dept Equip Maintenance	08/22/18	59.90	42135	09/11/18
		W33776	Park Dept Equip Maintenance	08/29/18	168.08	42135	09/11/18
Total 1191:					365.81		
<b>1193</b>							
1193	Recorded Books, LLC	75940972	Books on Tape for Library	08/22/18	139.48	42136	09/11/18
		75967083	Books on Tape for Library	08/27/18	22.49	42136	09/11/18
Total 1193:					161.97		
<b>1268</b>							
1268	Scheel, Leon W.	CROSSCON	Per Diem FOR CROSS CONNECTION TRAINING	10/04/18	288.00	42189	09/21/18
Total 1268:					288.00		
<b>1332</b>							
1332	Smitty's Ace Hardware	583571	Marina Maintenance	08/02/18	82.23	42140	09/11/18
		583597	water dept maintenance	08/02/18	18.00	42140	09/11/18
		583669	PARKS MAINTENANCE	08/03/18	47.54	42140	09/11/18
		583678	STREET DEPT MAINTENANCE	08/03/18	33.34	42140	09/11/18
		583978	Sewer Dept. Maintenance	08/07/18	1.80	42140	09/11/18
		584053	Street Dept Maintenance	08/08/18	29.96	42140	09/11/18
		584082	PARKS MAINTENANCE	08/08/18	108.04	42140	09/11/18
		584176	Marina Maintenance	08/09/18	23.98	42140	09/11/18
		584206	Street Dept Maintenance	08/09/18	.88	42140	09/11/18
		584368	PARKS MAINTENANCE	08/13/18	33.46	42140	09/11/18
		584427	PARKS MAINTENANCE	08/13/18	75.86	42140	09/11/18
		584652	water dept maintenance	08/15/18	54.54	42140	09/11/18
		584678	PARKS MAINTENANCE	08/16/18	26.35	42140	09/11/18
		584729	Marina Maintenance	08/16/18	19.95	42140	09/11/18
		584957	water dept maintenance	08/20/18	12.77	42140	09/11/18
		585006	Marina Maintenance	08/20/18	70.97	42140	09/11/18
		585260	Marina Maintenance	08/23/18	154.25	42140	09/11/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		585262	Marina Maintenance	08/23/18	20.98	42140	09/11/18
		585313	Marina Maintenance	08/23/18	11.16	42140	09/11/18
		585314	Marina Maintenance	08/23/18	7.96-	42140	09/11/18
		585735	CODE ENF SUPPLIES	08/29/18	45.73	42140	09/11/18
		585917	water dept maintenance	08/31/18	54.29	42140	09/11/18
	Total 1332:				918.12		
<b>1342</b>							
1342	Special Asphalt Products	INVC079206	Street Patch Mix	08/31/18	690.00	42190	09/21/18
	Total 1342:				690.00		
<b>1343</b>							
1343	Specks Printing	7301	MAYOR BIZ CARDS	08/20/18	40.00	42142	09/11/18
	Total 1343:				40.00		
<b>1361</b>							
1361	Steven L Myren	090618	Outfit police vehicle	09/06/18	1,651.00	42191	09/21/18
	Total 1361:				1,651.00		
<b>1367</b>							
1367	Stoner, Michael	E12	Moorage Refund / Slip Released	09/17/18	122.50	42192	09/21/18
	Total 1367:				122.50		
<b>1387</b>							
1387	Table Rock Analytical Lab	21533	Coliform drinking water tests	09/10/18	240.00	42194	09/21/18
	Total 1387:				240.00		
<b>1392</b>							
1392	Talos Engineering, Inc.	1123	Water Dept Maintenance-INTERTIE WELL	08/17/18	495.72	42144	09/11/18
		1129	Cellular Texting System	09/01/18	55.00	42195	09/21/18
	Total 1392:				550.72		
<b>1411</b>							
1411	The Ear Phone Connection	256071	Bluetooth Ear Pieces - Police Dept	08/01/18	342.97	42145	09/11/18
	Total 1411:				342.97		
<b>1438</b>							
1438	Tom Denchel Ford Country	5001866	Street Vehicle Maintenance	08/29/18	89.96	42197	09/21/18
	Total 1438:				89.96		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>1467</b>							
1467	Umatilla County Attn: Finance	AUG18	County Court Assessments	08/31/18	4,275.80	42149	09/11/18
Total 1467:					4,275.80		
<b>1469</b>							
1469	Umatilla County Circuit Court	182388	Bail Transfer JOHN WALISER	08/31/18	300.00	42150	09/11/18
		182389	Bail Transfer ALEJANDRO HOLGUIN	08/31/18	855.00	42150	09/11/18
		STORM	Bail Transfer ROBERT STORM	08/31/18	1,344.00	42150	09/11/18
Total 1469:					2,499.00		
<b>1476</b>							
1476	Umatilla County Sheriff's Ofc	2018080014	911 Dispatch Services	08/31/18	15,970.00	42151	09/11/18
Total 1476:					15,970.00		
<b>1478</b>							
1478	Umatilla Elect. Coop. Assoc.	240AUG18	5 HP Sewer Pump Wildwood Elect	08/20/18	41.95	42152	09/11/18
		240AUG18	Street Light Electric	08/20/18	9.06	42152	09/11/18
		240AUG18	Hwy 730 / 395	08/20/18	8.00	42152	09/11/18
		240AUG18	Hwy 730 / McNary	08/20/18	8.00	42152	09/11/18
		2506SEP18	60 HP Pump	09/01/18	116.33	42199	09/21/18
		2506SEP18	BEACH ACCESS LIGHTS	09/01/18	80.50	42199	09/21/18
Total 1478:					263.84		
<b>1483</b>							
1483	Umatilla Museum & Historical Fo	GOLFTOUR	GOLF TOURNAMENT SPONSORSHIP	09/20/18	200.00	42200	09/21/18
Total 1483:					200.00		
<b>1488</b>							
1488	Unifirst Corporation	1430221513	Bldg Maint/Supplies CH/Library	07/27/18	34.44	42201	09/21/18
		1430221513	Bldg Maint/Supplies CH/Library	07/27/18	53.35	42201	09/21/18
		1430221513	Bldg Maint/Supplies CH/Library	07/27/18	53.36	42201	09/21/18
		1430221959	Bldg Maint/Supplies CH/Library	08/03/18	33.39	42201	09/21/18
		1430221959	Bldg Maint/Supplies CH/Library	08/03/18	51.73	42201	09/21/18
		1430221959	Bldg Maint/Supplies CH/Library	08/03/18	51.72	42201	09/21/18
		1430222400	Bldg Maint/Supplies CH/Library	08/10/18	33.39	42201	09/21/18
		1430222400	Bldg Maint/Supplies CH/Library	08/10/18	51.73	42201	09/21/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430222400	Bldg Maint/Supplies CH/Library	08/10/18	51.72	42201	09/21/18
		1430222848	Bldg Maint/Supplies CH/Library	08/17/18	51.50	42201	09/21/18
		1430222848	Bldg Maint/Supplies CH/Library	08/17/18	79.78	42201	09/21/18
		1430222848	Bldg Maint/Supplies CH/Library	08/17/18	79.77	42201	09/21/18
		1430223298	Bldg Maint/Supplies CH/Library	08/24/18	37.30	42201	09/21/18
		1430223298	Bldg Maint/Supplies CH/Library	08/24/18	57.78	42201	09/21/18
		1430223298	Bldg Maint/Supplies CH/Library	08/24/18	57.77	42201	09/21/18
	Total 1488:				<u>778.73</u>		
<b>1503</b>							
1503	US Bank	208572000-2	Sewer Bond Payment	09/28/18	240,000.00	42153	09/11/18
		208572000-2	Sewer Bond Payment	09/28/18	14,998.35	42153	09/11/18
	Total 1503:				<u>254,998.35</u>		
<b>1504</b>							
1504	USA Bluebook	685970	Water dept maintenance	09/18/18	140.34	42202	09/21/18
	Total 1504:				<u>140.34</u>		
<b>1520</b>							
1520	Verizon Wireless	9812878734	2 Water Dept Lines	08/15/18	85.14	42154	09/11/18
		9813878469	Police Department Cell Phones	09/02/18	630.60	42203	09/21/18
		9813878469	PW Cell Phones/On-call phone	09/02/18	105.10	42203	09/21/18
		9813878470	Police Air Cards	09/02/18	328.03	42203	09/21/18
	Total 1520:				<u>1,148.87</u>		
<b>1574</b>							
1574	Wildcat Electric, LLC	3977	Marina Electric Repairs	08/27/18	130.00	42157	09/11/18
		4003	Marina Electric Repairs	09/07/18	183.00	42157	09/11/18
	Total 1574:				<u>313.00</u>		
<b>1629</b>							
1629	Jordan Ramis PC	149686	AUG18 LEGAL SERVICE	08/25/18	24,489.01	42113	09/11/18
	Total 1629:				<u>24,489.01</u>		
<b>1715</b>							
1715	Ducote Consulting	1195	PHASE 1 PIPELINE- EASEMENTS	08/31/18	577.50	42094	09/11/18
		1195	General Engineering Work	08/31/18	385.00	42094	09/11/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1195	General Project Management	08/31/18	105.00	42094	09/11/18
		1195	General Project Management	08/31/18	105.00	42094	09/11/18
Total 1715:					<u>1,172.50</u>		
<b>1753</b>							
1753	Jimmy's Johns Portable Toilets L	7476	Kiwanis Park - School Feeding Program	08/22/18	102.50	42112	09/11/18
		7525	Marina & RV Park - 2 Units	09/01/18	185.00	42112	09/11/18
Total 1753:					<u>287.50</u>		
<b>1754</b>							
1754	Traner's Plumbing & Heating Inc	31038	Marina - Restroom Repairs	07/23/18	105.90	42148	09/11/18
Total 1754:					<u>105.90</u>		
<b>1800</b>							
1800	Bing Canyon Pioneer Camp	1535256R	Refund Balance Hydrant Meter Deposit	09/10/18	453.29	42079	09/11/18
Total 1800:					<u>453.29</u>		
<b>1832</b>							
1832	FastTrack	43007300	UTILITY REFUND-713 MILLER LOOP	09/01/18	40.72	42175	09/21/18
Total 1832:					<u>40.72</u>		
<b>1887</b>							
1887	The Emblem Authority	22968	Police Dept Patches	08/22/18	854.00	42146	09/11/18
		27756	Police Dept Patches	09/18/18	854.00	42196	09/21/18
Total 1887:					<u>1,708.00</u>		
<b>1967</b>							
1967	Curtis Blue Line	INV191432	Police Clothing Allowance-CLAUSTRO/ADAMS	06/11/18	444.75	42092	09/11/18
		INV192875	Police Clothing Allowance-CLAUSTRO/ADAMS	06/15/18	303.30	42092	09/11/18
Total 1967:					<u>748.05</u>		
<b>1982</b>							
1982	Hillebrand, Patrick	B7	SLIP RELEASED	09/17/18	100.00	42180	09/21/18
		SEPT2018	Marina Patrol Services	09/01/18	200.00	42158	09/11/18
Total 1982:					<u>300.00</u>		
<b>2052</b>							
2052	CI INFORMATION MANAGMEN	0070054	SHRED SERVICES	08/31/18	39.90	42086	09/11/18
		0070055	SHRED SERVICES	08/31/18	39.90	42086	09/11/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2052:					79.80		
<b>2077</b>							
2077	UMATILLA COUNTY SPECIAL	090718	THERMAL RECIPT PAPER	09/07/18	13.20	42198	09/21/18
Total 2077:					13.20		
<b>2107</b>							
2107	Buttercreek Sod, LLC	2017-472	PARKS MAINTENANCE-SOD	08/24/18	18.00	42082	09/11/18
Total 2107:					18.00		
<b>2131</b>							
2131	SEITZ, BRANDON	REIMBAUG1	Building Official Training Reimbursements	08/26/18	446.05	42137	09/11/18
Total 2131:					446.05		
<b>2132</b>							
2132	Core & Main LP	J366446	WATER DEPT MAINTENANCE	08/22/18	63.06	42088	09/11/18
Total 2132:					63.06		
<b>2204</b>							
2204	AMERICAS WINDOW TINT	2241	MARINA SIGNS- LIFE JACKET SIGN	09/12/18	65.00	42162	09/21/18
Total 2204:					65.00		
<b>2233</b>							
2233	Cleary Building Corp	2	POLICE DEPT SHOP	09/06/18	3,026.00	42087	09/11/18
Total 2233:					3,026.00		
<b>2282</b>							
2282	Prothman	2018-6416	CITY MANAGER REIMB	08/30/18	1,239.43	42133	09/11/18
Total 2282:					1,239.43		
<b>2300</b>							
2300	MAGNUM FREIGHT INC.	AUG18	OVERPAYMENT JUAN M ALCAUTER	08/31/18	235.00	42118	09/11/18
Total 2300:					235.00		
<b>2301</b>							
2301	GADDY, MARK	181556	OVERPAYMENT	08/31/18	5.00	42099	09/11/18
Total 2301:					5.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2302</b>							
2302	SOUTH GENNESEE 174 INC	181861	OVERPAYMENT CODY PEBBLES	08/31/18	235.00	42141	Multiple
		181861	OVERPAYMENT CODY PEBBLES	08/31/18	235.00-		
Total 2302:					<u>.00</u>		
<b>2303</b>							
2303	VICTORA DISTRIBUTORS INC	182126	OVERPAYMENT JAIME LEO	08/31/18	235.00	42155	09/11/18
Total 2303:					<u>235.00</u>		
<b>2304</b>							
2304	LTI TRUCKING SERVICES	182182	OVERPAYMENT BENJAMIN EDMONDSON	08/31/18	235.00	42117	09/11/18
Total 2304:					<u>235.00</u>		
<b>2305</b>							
2305	BIPASCAL NZABONIMPA	181746	OVERPAYMENT	08/31/18	205.00	42080	09/11/18
Total 2305:					<u>205.00</u>		
<b>2306</b>							
2306	GFI DRIVER	181982	OVERPAYMENT JOSHUA PROVANCHER	08/31/18	235.00	42102	09/11/18
Total 2306:					<u>235.00</u>		
<b>2307</b>							
2307	MCFARLIN, KENNETH	182184	OVERPAYMENT	08/31/18	5.00	42120	09/11/18
Total 2307:					<u>5.00</u>		
<b>2308</b>							
2308	WHEELER, JACQUELINE	180256	OVERPAYMENT	08/31/18	25.00	42156	09/11/18
Total 2308:					<u>25.00</u>		
<b>2309</b>							
2309	BROWN, ROBERT	181562	OVERPAYMENT	08/31/18	38.00	42081	09/11/18
Total 2309:					<u>38.00</u>		
<b>2310</b>							
2310	MG LOGISTICS	181890	BAIL REFUND KOKOU ABOSSSE	08/31/18	205.00	42122	09/11/18
Total 2310:					<u>205.00</u>		
<b>2311</b>							
2311	THOMAS, EDWARD	182180	OVERPAYMENT	08/31/18	15.00	42147	09/11/18



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2311:					15.00		
<b>2312</b>							
2312	CORRECT EQUIPMENT	38018	SEWER DEPT MAINTENANCE	08/31/18	3,871.00	42089	09/11/18
Total 2312:					3,871.00		
<b>2313</b>							
2313	PNW ECONMONICS, LLC	1155	PSU MARKET ANALYSIS	08/24/18	198.00	42131	09/11/18
Total 2313:					198.00		
<b>2314</b>							
2314	PORTLAND STATE UNIVERSIT	544423-01	PSU-Income Survey	09/04/18	8,746.00	42132	09/11/18
Total 2314:					8,746.00		
<b>2315</b>							
2315	SENSUS USA, INC.	SENSUSRE	REGISTRATION JACQUELINE CALDERA	09/10/18	700.00	42138	09/11/18
		SENSUSRE	REGISTRATION CASEY HORN	09/10/18	700.00	42138	09/11/18
Total 2315:					1,400.00		
<b>2316</b>							
2316	SKILLPATH SEMINAR	2190274	SURVIVAL KIT	08/13/18	65.11	42139	09/11/18
Total 2316:					65.11		
<b>2317</b>							
2317	SWAGGART, ALAURA	69113093	UTILITY DEPOSIT BALANCE	08/15/18	54.21	42143	09/11/18
Total 2317:					54.21		
<b>2319</b>							
2319	MALLORY, SARAH	99990487	UTILITY REFUND	07/31/18	24.21	42119	09/11/18
Total 2319:					24.21		
<b>2320</b>							
2320	100 PERCENT SPEEDLAB, LL	182081	OVERPAYMENT CODY PEBBLES	08/31/18	235.00	42159	09/12/18
Total 2320:					235.00		
<b>2321</b>							
2321	DELISH BISTRO	091318	LUNCHEON CITY MANAGER RECRUITMENT	09/12/18	247.50	42160	09/12/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2321:					247.50		
<b>2322</b>							
2322	Columbia Basin Hotsy	IN16976	STREET DEPT PRESSURE WASHER	09/18/18	7,658.46	42169	09/21/18
Total 2322:					7,658.46		
<b>2323</b>							
2323	FRTERIA PIQUI AND DELI	091318	LUNCHEON	09/13/18	200.00	42176	09/21/18
Total 2323:					200.00		
<b>2324</b>							
2324	S.S. EQUIPMENT	117363	NEW HOLLAND BOOMER 45C TRACTOR	09/20/18	38,823.00	42188	09/21/18
Total 2324:					38,823.00		
<b>2325</b>							
2325	WALT POLZIN BOOKS AND GA	917594	LIBRARY BOOK	09/13/18	10.00	42204	09/21/18
Total 2325:					10.00		
Grand Totals:					542,398.23		

## Report Criteria:

Detail report type printed



Mayor and Council:  
City of Umatilla  
PO BOX 130  
Umatilla, OR 97882

I Boyd D Sharp, request  appointment \_\_\_ re-appointment to:

- Planning Commission
- \_\_\_ Budget Committee
- \_\_\_ Parks & Recreation Committee
- \_\_\_ Code Enforcement Board
- \_\_\_ Library Board
- \_\_\_ Transient Room Tax Committee
- \_\_\_ Tree Board Committee
- \_\_\_ City Council

I have lived in Umatilla for 20 years. Additional qualifications:

see attached

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ E-mail Address: \_\_\_\_\_

Boyd D Sharp  
Signature

9/20/18  
Date

**Planning Commission** - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks and boulevards, relief of traffic congestions, betterment of housing and sanitation conditions, and establishment of zones of districts limiting the use, height, area and bulk of building and structures. For more information please see Title 2 Chapter 1 Section 7 of the City of Umatilla code book.

**Library Board** - 5 resident voters within the urban growth boundary of the City, the City Manager, Mayor, and Librarian may serve on the board as ex officio members. The Board may: make recommendations to the

Date: September 20, 2015  
To: Umatilla City Major, Darin Dufloth  
From: Boyd D. Sharp  
Subject: Appointment to Planning Commission  
CC: Umatilla City Council members

This is to inform you that I would like to be appointed to the Umatilla City Planning Commission. I have previously served the Umatilla Community for sixteen years in various capacities. Some of them include:

- serving on the Planning Commission for the entire sixteen years, being chair for eight years;
- serving on the Friends of the Umatilla Public Library for fourteen years, being treasurer for eight years;
- Serving on the Landing Day's committee for eight years, being the coordinator of the Jail booth for three years and coordinator of the Boat Rides for five years;
- Serving twice on Umatilla City's budget committee;
- Teaching Steps to Respect to the Fourth and Fifth grade for four years;
- Being on the hiring committee for the hiring of City Staff;
- Participating as a member of the committee developing the document and plan to move the Point of Entry across the river on highway I 82, which plan is shelf ready;
- Participating in the Sixth Street Downtown Sidewalk Project;
- Contributing to the City of Umatilla Citizen Survey of 2011;
- Contributing to the City of Umatilla five year Capital Improvement Plan of 2011.

These are to mention just some of my involvement. I am proud of my participation in the Community of Umatilla and would like to get re-involved in the community's growth and development.

Sincerely;

  
Boyd D. Sharp



Mayor and Council:  
City of Umatilla  
PO BOX 130  
Umatilla, OR 97882

I HILDA MARTINEZ, request    appointment    re-appointment to:

- Planning Commission
- Budget Committee
- Parks & Recreation Committee
- Code Enforcement Board
- Library Board
- Transient Room Tax Committee
- Tree Board Committee
- City Council

I have lived in Umatilla for 23 years. Additional qualifications:

I have been a Kawani Boardman Member. I have volunteered @ many events in both Umatilla/Morrow Counties. Graduating Chemistw Leadership 6.12.18. Also belong to Safety committee @ my work.

Address: 244 Pine Tree Ave Phone Number: (541)571-2988

Umatilla, OR 97882 E-mail Address: garmar1998@yahoo.com

  
Signature

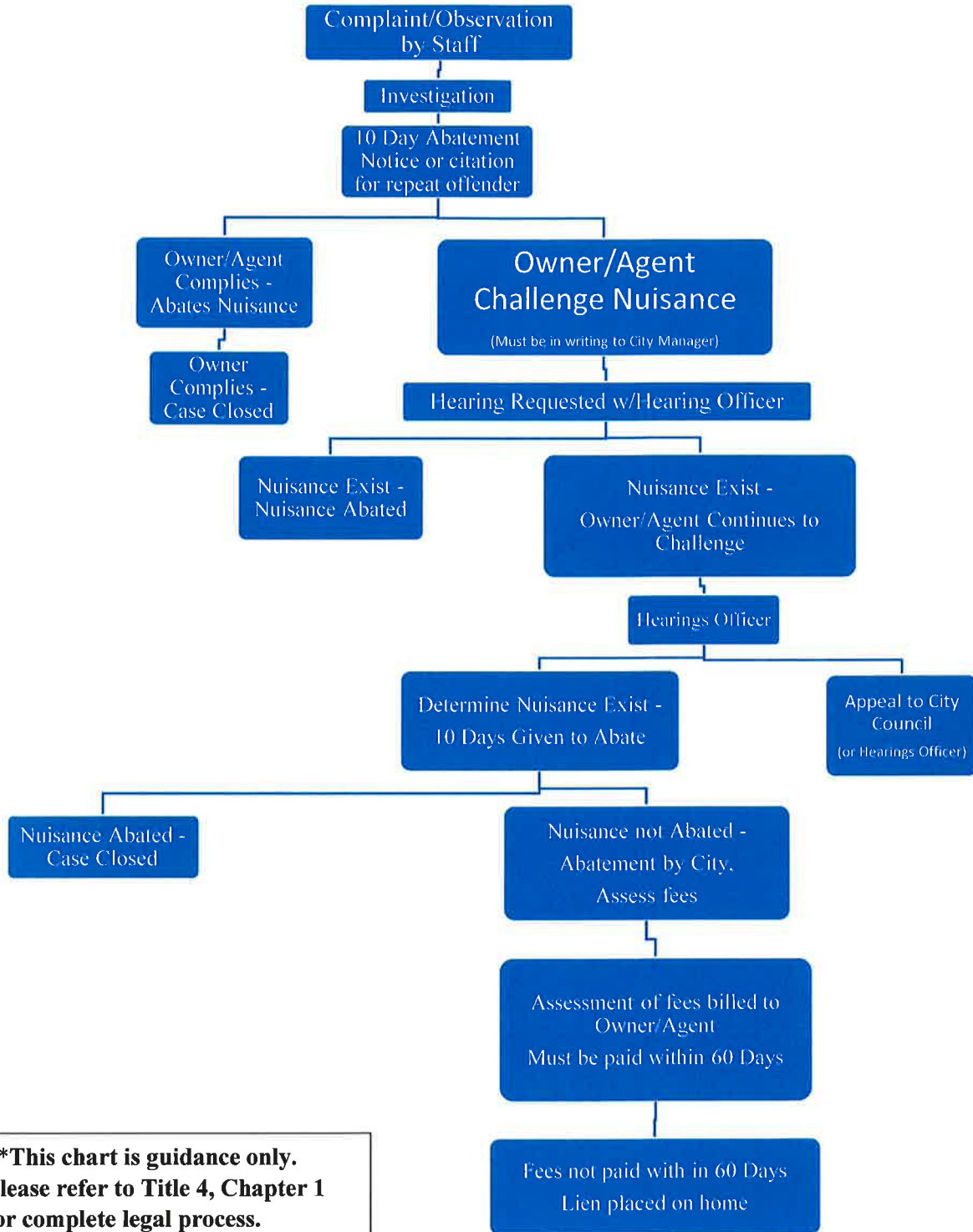
6.7.2018  
Date

**Planning Commission** - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks and boulevards, relief of traffic congestions, betterment of housing and sanitation conditions, and establishment of zones of districts limiting the use, height, area and bulk of building and structures. For more information please see Title 2 Chapter 1 Section 7 of the City of Umatilla code book.

**Library Board** - 5 resident voters within the urban growth boundary of the City, the City Manager, Mayor, and Librarian may serve on the board as ex officio members. The Board may: make recommendations to the

# Code Enforcement Process – Nuisance

Title 4, Chapter 1 – Class B Violation



**\*\*This chart is guidance only. Please refer to Title 4, Chapter 1 for complete legal process.**

Includes: Prohibited parking (non-police/law), abandon vehicles and prohibited animals (poultry, exotic & dangerous).

**ORDINANCE NO 829**

**AN ORDINANCE REPEALING TITLE 2, CHAPTER SIX OF THE UMATILLA, OREGON CITY CODE, AND AMENDING TITLE 4, CHAPTER 1 OF THE UMATILLA, OREGON CITY CODE.**

**WHEREAS**, the City regulates nuisances within the City; and,

**WHEREAS**, the City has determined that the current nuisance enforcement and abatement provisions of the city code requiring use of a Code Enforcement Board to be unduly burdensome and constraining on nuisance enforcement; and,

**WHEREAS**, the City has determined that it no longer needs the Code Enforcement Board for enforcement of code violations; and,

**WHEREAS**, the City seeks to implement a different mechanism for enforcing nuisance violation within the City;

**THE CITY OF UMATILLA, OREGON ORDAINS AS FOLLOWS:**

1. Title 2, Chapter 6 “Code Enforcement Board” of the Umatilla, Oregon City Code is hereby repealed in its entirety.

2. The following language in Title 4, Chapter 1, “Nuisances,” Section 4-1-2: Definitions, of the Umatilla, Oregon City Code is repealed:

“CODE ENFORCEMENT BOARD: The board shall consist of five (5) members appointed by the city council. No more than one member of the Board may be employed in the business of buying or selling real estate, nor may more than one member be a landlord. The city manager shall certify that residency and occupational requirements of the board are maintained. The enforcement board may hear and determine matters concerning unfit dwellings, buildings, structures and premises located within the city limits of Umatilla.”

3. Title 4, Chapter 1, Section 4-1-6 of the Umatilla, Oregon City Code is hereby repealed in its entirety and replaced with the following provisions:

**4-1-6: ABATEMENT OF NUISANCES:**

**4-1-6-1: DETERMINATION OF NUISANCE:** Whenever a nuisance is found to exist within the city or within its extraterritorial jurisdiction, the city manager may follow procedures prescribed in this chapter to obtain compliance with the city code. The manager, or his designate, may enter any property or building at any reasonable time for the purpose of inspection or enforcing this chapter. As used in this section, an emergency exists when the manager has reasonable cause to believe that the nuisance constitutes an immediate and active danger to the public health, safety and/or welfare. Nothing in this chapter precludes the city from treating any section of this code as a violation pursuant to the terms of Title 1, Chapter 4 of this Code.

**4-1-6-2: ABATEMENT PROCEDURE:**

A. Abatement Notice.

1. Upon determination by the City Manager, or his designate, that a nuisance exists as defined in this code, a notice shall be posted on the premises liable for the nuisance directing removal or abatement.
2. At the time of posting, the city shall mail notice to the owner or agent in charge of the property at the last known address of the owner or agent by regular and by certified mail with return receipt.
3. The notice to abate shall contain:
  - a. A description of the real property, by street address or otherwise, on which or adjacent to which the nuisance exists;
  - b. A direction to remove the nuisance within ten days from the date of the notice;
  - c. A description of the nuisance;
  - d. A statement that unless the nuisance is removed or abated within ten days, or a protest is filed pursuant to subsection C of this section, the city will abate the nuisance and the cost thereof shall be a lien against the property;
  - e. A statement that the owner or agent in charge of the property may protest the action by actual delivery of notice to the City Manager, or his designate as provided in the notice, within ten days from the date of the notice.
4. The person posting and mailing the notice as provided herein shall, upon completion of the posting and mailing, execute and file in the office of the Finance Director a certificate stating the date and place of mailing and posting.
5. An error in the name or address of the owner or agent in charge of the property or the use of a name other than that of the owner or agent shall not make the notice void and in such case the posted notice shall be deemed sufficient.

B. Abatement by the Owner.

1. Within the time allowed by the notice as provided in subsection A.3 of this section, the owner or agent in charge of the property shall remove and abate the nuisance or show that no nuisance exists.
2. Upon the city's determination that a nuisance does in fact exist, the owner or agent in charge shall within a reasonable time, but not more than ten days, remove or abate the nuisance.



C. Protest of Notice.

1. The owner or agent in charge of the property may, within ten days of the posting of the notice, file with the city manager or his designate a written statement protesting the notice of abatement. Such statement shall specify the bases for protesting.
2. If the owner or agent in charge of the property protests the abatement as provided in this subsection, and if the notice of protest is filed with the city manager or his designate, a hearing shall be held before the city manager, his designate, or a hearings officer, who shall decide if a nuisance exists by substantial evidence on the record. If the city manager, his designate, or a hearings officer decides that a nuisance exists, the owner or person in charge of the property shall cause the nuisance to be abated as directed by the city manager, his designate, or the hearings officer. If the nuisance is not so abated, the owner or person in charge of the property is in violation of this code and the city may abate the property as provided in this code and the cost thereof shall become a lien on the property.
3. A hearing held under this section may be informal in nature, but the presentation of evidence in a hearing shall be consistent with the presentation of evidence required for contested cases as provided by ORS 183.450
4. In the event the owner or person in charge of the property disagrees with the decision of the city manager, his designate, or the hearings officer, he shall have the right to appeal the decision by filing with the city manager or his designate a notice of appeal within seven days from the date of the decision. Such notice shall be in writing and shall set forth the reasons for the appeal. The appeal shall be heard by the city council, as part of the council's regular agenda, at the next succeeding meeting of the council or at such time thereafter as the city manager shall determine, but no later than sixty days after filing. After notice to the parties, at the time set for consideration of the abatement, the owner or person in charge of the property may appear and be heard by the council and the council shall thereupon determine whether or not a nuisance in fact exists. Such determine shall be entered upon the official minutes of the council. Determination shall be required only in those case where an appeal has been filed as allowed by this section. If the city council determines that a nuisance does in fact exist, the owner or person in charge of the property shall, within ten days of the council determination, abate such nuisance. If the nuisance is not so abated, the owner or person in charge of the property is in violation of this code and the city may abate the property as provided in this code and the cost thereof shall become a lien on the property.

D. Abatement by the City.

1. If within the time fixed, as provided in this chapter, the nuisance has not been abated by the owner or agent in charge of the property, the city shall cause the nuisance to be abated.

2. The city shall maintain an accurate record of the expense incurred by the city in abating the nuisance and shall include therein an overhead charge of ten percent for the total cost for administration.
3. The total cost, including the administrative overhead, shall thereupon be assessed to the property as hereinafter provided.

E. Assessment of Cost.

1. A notice of the assessment shall be forwarded by certified mail with return receipt to the owner or agent in charge of the property by the Finance Director. The notice shall contain:
  - a. The total cost, including administrative overhead, of the abatement.
  - b. A statement that the cost as indicated will become a lien against the property unless paid within 60 days.
  - c. A statement that if the owner or agent in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the Finance Director within 30 days from the date of the notice.
  - d. Notice that the fee for recording in the County Deed Records will be added.
2. Objections to the proposed assessment shall be heard and determined by the City manager or his designate
3. An assessment for the cost of the abatement as determined by the City Manager or his designate and adopted as a matter of record by resolution of the Council shall thereupon be entered in the docket of city liens, and upon the entry being made, it shall constitute a lien against the property from which the nuisance was removed or abated. Also, it shall be recorded in the County Deed Records.
4. The lien shall be collected in the same manner as liens are collected in Oregon Revised Statutes 223.505 et. seq. and shall bear interest at the rate allowed for interest on judgments. The interest shall commence to run 30 days after the entry in the lien docket.
5. An error in the name of the owner or agent in charge of the property shall not void the assessment nor will a failure to receive the notice of the assessment render the assessment void, but it shall remain a valid lien against the property.

- F. The procedure provided by this section is not exclusive but in addition to procedures provided by other ordinances, and furthermore, the chief of police, or any other official designated by the city manager may proceed summarily to abate a sanitary or other nuisance which exists and from which there is imminent danger to human life or property.

4. Title 4, Chapter 1 shall be amended to include the following language:

4-1-8: VIOLATION; PENALTY: Unless otherwise established by statute or ordinance, violation of a provision of this chapter is a class B civil violation as provided under Title 1, Chapter 4 of the Umatilla, Oregon City Code.

- A. Each day’s violation of a provision of this chapter constitutes a separate offense. Only one notice will be given per violation. Any reoccurrence of the same violation will be subject to penalties without additional notice.
- B. If a party has three or more violations of this chapter within a three-year period, the violation will be increased to a class A civil violation as provided under Title 1, Chapter 4 of the Umatilla City Code.
- C. The imposition of a penalty does not relieve a person of the duty to abate the nuisance.
- D. The abatement of a nuisance is not a penalty for violation this chapter, but is an additional remedy. Private abatement within the time allowed may relieve the person responsible from the imposition of any fine under subsection A of this section.

PASSED and ADOPTED by the City Council this 2<sup>nd</sup> day of October, 2018.

Voting Yes, Council Members: \_\_\_\_\_

Voting No, Council Members: \_\_\_\_\_

Absent Council Members: \_\_\_\_\_

Abstaining Council Members: \_\_\_\_\_

And SIGNED in authentication by the Mayor this 2<sup>nd</sup> day of October 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder

**RESOLUTION NO. 10-2019**

**A RESOLUTION AUTHORIZING INTERIM CITY MANAGER MABBOTT TO SIGN EASEMENTS WITH THE PORT OF UMATILLA FOR THE RIGHT TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE A LOW-STRENGTH INDUSTRIAL PIPELINE AND RELATED INFRASTRUCTURE IN CERTAIN PROPERTIES OF THE PORT OF UMATILLA**

**WHEREAS**, the City of Umatilla has requested the Port of Umatilla to grant the right and easements to construct, install, operate, maintain, repair and replace a low-strength industrial pipeline and related infrastructure across certain properties of the Port of Umatilla; and

**WHEREAS**, Port of Umatilla is willing to grant such right and easements subject to certain terms, provisions and conditions.

**NOW, THEREFORE**, be it resolved that the City of Umatilla authorizes the Interim City Manager to sign the easements with the Port of Umatilla the right to construct, install, operate, maintain, repair and replace said low-strength industrial pipeline and related infrastructure subject to the terms and conditions set forth.

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder

AFTER RECORDING RETURN TO:  
Jordan Ramis PC  
Two Centerpointe Dr., Ste 600  
Lake Oswego OR 97035  
(53108-75177 – MEE)

UNTIL A CHANGE IS REQUESTED  
SEND TAX STATEMENTS TO:  
NO CHANGE

---

*This space is reserved for recorder's use.*

### UTILITY EASEMENTS AGREEMENT

This Utility Easements Agreement (“Agreement”) is made this \_\_\_\_ day of September, 2018 (“Effective Date”) by and between the Port of Umatilla, an Oregon municipal corporation (“Grantor”), and the City of Umatilla, an Oregon municipal corporation (“Grantee”).

#### RECITALS

A. Grantor is the record owner of real property identified as Tax Lots 1900, 2000, and 200 in the records of Umatilla County, State of Oregon, and the legal descriptions of which properties are respectively identified as “Tract I,” “Tract II,” and “Tract III” in *Exhibit A-1* attached hereto (“Grantor’s Property”).

B. Grantee needs permanent utility easements and temporary construction easements to be located on and within portions of Grantor’s Property for Grantee to: (a) install, inspect, operate, maintain, repair, and replace a low-strength industrial wastewater pipeline and related infrastructure (the “LS-IWW Pipe”) necessary to the planned operation of a cooling-water-effluent wastewater collection system; and (b) install, inspect, operate, maintain, repair, and replace an entirely separate high-strength industrial wastewater pipeline and related infrastructure (the “HS-IWW Pipe”) necessary to the future operation of a high-strength industrial wastewater-effluent collection system.

C. Grantor agrees to grant to Grantee permanent and temporary easements of a nature described above on and across Grantor’s Property pursuant to the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, for and in consideration of the performance by Grantor and Grantee of the covenants, agreements, conditions and stipulations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

- 1. Grant of Permanent Utility Easements.** Grantor hereby grants to Grantee three permanent utility easements, each being forty (40) feet in width (collectively, the "Utility Easements") on, to, across, under, over and through those portions of Grantor's Property, the legal descriptions and accompanying depictions of which easements are set forth in attached *Exhibits A-2, A-3, and A-4* (collectively, the "Utility Easement Areas").
- 2. Scope of Permanent Utility Easements.** Grantee and its agents, employees, officers, consultants, and contractors of Grantee (collectively, "Grantee Parties") shall have rights of ingress and egress across Grantor's Property to access, enter upon, and use the Utility Easement Areas to: (a) install, operate, inspect, maintain, repair, reconstruct, and replace the LS-IWW Pipe; and (b) to install operate, inspect, maintain, repair, reconstruct, and replace the HS-IWW Pipe. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Utility Easement Areas to the extent they unreasonably interfere with Grantee's rights conveyed herein.
- 3. Grant of Temporary Construction Easements.** Grantor hereby grants to Grantee three temporary construction easements, each being ten (10) feet in width (collectively, the "Temporary Construction Easements") on, to, across, under, over and through those certain portions of Grantor's Property, the legal descriptions and accompanying depictions of which easements are set forth in the attached *Exhibits A-2, A-3, and A-4* (collectively, the "Temporary Easement Areas").
- 4. Scope of Temporary Construction Easements.** Grantee Parties have the right of ingress and egress across Grantor's Property to access, enter upon, and use the Temporary Easement Areas to (a) complete installation and testing of the LS-IWW Pipes prior to such facilities becoming operational and to (b) complete installation and testing of the HS-IWW Pipe prior to such facilities becoming operational. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Temporary Easement Areas to the extent they unreasonably interfere with Grantee's rights conveyed herein.
- 5. Term.**

**5.1 Agreement.** This Agreement shall be in full force and effect from the Effective Date until such time that all of the Utility Easements are terminated pursuant to Section 5.2 herein.

**5.2 Utility Easements.** The Utility Easements granted herein are perpetual, will be effective on the Effective Date, and will continue in perpetuity until such time as the parties

agree in writing to terminate the Utility Easements for reasons that the purpose for which such easements were created no longer exists.

### **5.3** Temporary Construction Easements.

**5.3.1** LS-IWW Pipe. The Temporary Construction Easements for the LS-IWW Pipe shall become effective three (3) days after Grantee's delivery of written notice to Grantor that Grantee will begin using the Temporary Easement Areas for the construction of the LS-IWW Pipe and shall terminate upon the completion of installation and testing of the LS-IWW Pipe prior to such facilities becoming operational.

**5.3.2** HS-IWW Pipe. The Temporary Construction Easements for the HS-IWW Pipe shall become effective three (3) days after Grantee's delivery of written notice to Grantor that Grantee will begin using the Temporary Easement Areas for the construction of the HS-IWW Pipe and shall terminate upon the completion of installation and testing of the HS-IWW Pipe prior to such facilities becoming operational.

**6. Exclusive Grant.** Grantee's rights under this Agreement, and the easements granted herein, are exclusive to Grantee and the Grantee Parties.

**7. Maintenance.** While this Agreement is in effect, Grantee shall maintain its improvements on and within the Utility Easement Areas.

**8. Restoration.** To the extent Grantee alters portions of the Utility Easement Areas where Grantee has not installed any permanent improvements including, but not limited to, shrubs, other plants, and vegetation consistent with or as required by any applicable permit governing the completion of such permanent improvements, Grantee will restore such portions of the Utility Easement Areas to like kind or better condition as existed as of the Effective Date.

**9. Applicable Law.** Grantee shall comply with all local, state, and federal rules, laws, ordinances, and requirements regarding its maintenance and use of the Utility Easement Areas and must obtain any and all required permits and licenses at its sole cost and expense.

**10. Indemnification; Limitation of Liability.** Subject to the limits of the Oregon Tort Claims Act, Grantee will indemnify, defend and hold Grantor harmless from and against any and all claims arising from or in connection with use of or damage to the Utility Easement Areas and the LS-IWW Pipe or the HS-IWW Pipe by Grantee or Grantee Parties. This indemnification will not apply to the extent the claim or loss is attributed to the negligent or intentionally harmful acts of Grantor or Grantor's agents, contractors, consultants, licensees or invitees.

**11. Insurance.** During the term of the Utility Easements and Grantee shall carry, and require its agents and contractors to carry, worker's compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage in connection with any and all of Grantee's acts and/or omissions including, without limitation, for injury to

or death of any person or persons and for damage to property occasioned by or arising out of any act, omission, and/or use of the Utility Easement Areas by Grantee or a Grantee Party.

**12. Breach of Obligation.** Neither party shall be considered in default under this Agreement for a failure to perform its obligations under this Agreement unless such failure continues more than ten (10) days after written notice to the other party of its failure to perform its obligations under this Agreement unless such failure continues more than ten (10) days after written notice to the party of such failure. To the extent the failure is of the type that cannot be cured within the ten (10) days, the party shall not be considered in default if the failure is not cured within the ten (10) days after such notice provided that the party commences to cure such failure within such period and diligently and continuously completes the cure of such failure within a reasonable period of time. If any party shall be in default of such party's obligations under this Agreement, the other party shall be entitled to require performance of the obligations by suit for specific performance or, where appropriate through injunctive relief, or an action for damages or amounts due but not paid. Such remedies shall be in addition to any other remedies afforded under Oregon law.

**13. Notices.** All notices, approvals, consents or requests given or made pursuant to this Agreement shall be deemed delivered (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery ("Delivery Date"). Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other parties:

**If to Grantor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Grantee:**

City of Umatilla  
Attn: City Manager  
700 6th Street  
P.O. Box 130  
Umatilla, OR 97882

**14. Incorporation of Recitals.** The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.

**15. Authority.** Each person executing this Agreement represents and warrants that he or she has authority to execute this Agreement.



**16. Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

**17. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement.

**18. Recording.** This Agreement will be recorded in the real property records of Umatilla County, Oregon. Grantee will pay the recording fees.

**19. Amendment.** This Agreement may be amended only by an instrument in writing signed by both Grantor and Grantee.

**20. Attorneys' Fees.** In the event of any action by the parties concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses of enforcing its rights hereunder, including actual experts', consultants', and attorneys' fees, and all professional fees incurred by the prevailing party with respect to such action.

**21. Applicable Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of laws.

**22. Runs With the Land; Time of the Essence.** This Agreement shall run with the land and be binding upon, inure to the benefit of, and be enforceable by the parties and the respective successors and assigns of the parties to this Agreement. Time is of the essence with respect to the performance of the obligations of this Agreement.

**GRANTOR**

**GRANTEE**

**Port of Umatilla**

**City of Umatilla**

By: \_\_\_\_\_  
Kim Puzey, Manager

By: \_\_\_\_\_  
Tamra Mabbott, City Manager

*[Acknowledgements on following pages]*

**CERTIFICATE OF AUTHORITY**

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the City of Umatilla, that Tamra Mabbott who signed the foregoing instrument on behalf of the Grantee was then the City Manager of the City of Umatilla. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing this said instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of the Clerk or Appropriate Official)

(SEAL)

**ACKNOWLEDGMENT**

State of Oregon        )  
                                  : ss  
County of Umatilla    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me \_\_\_\_\_, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of the office this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Oregon,  
residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

*[Acknowledgements continue on following page]*

**CERTIFICATE OF AUTHORITY**

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Port of Umatilla, that Kim Puzey who signed the foregoing instrument on behalf of the Grantee was then the Manager of the Port of Umatilla. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing this said instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of the Clerk or Appropriate Official)

(SEAL)

**ACKNOWLEDGMENT**

State of Oregon        )  
                              : ss  
County of Umatilla    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me \_\_\_\_\_, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of the office this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Oregon,  
residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**EXHIBIT A-1  
TO UTILITY EASEMENT AGREEMENT**

**Tract I:**

Parcel 3 of PARTITION PLAT NO. 1994-27, located in Section 14, Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon.

**Tract II:**

Lot 13, PORT OF UMATILLA SUBDIVISION, located in the East Half of Section 14 and the Southeast Quarter of SECTION 11, Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon.

**Tract III:**

Lot 3 of PORT-VADATA REPLAT (filed in Book 16, Page 32, Umatilla County Plat Records, Instrument No. 2016-6480434) located in the Sections 11 and 14 of Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon.

**EXHIBIT A-2  
TO UTILITY EASEMENT AGREEMENT**

A 40-FOOT WIDE UTILITY EASEMENT over a portion of Parcel 3, Partition Plat 1994-27 as recorded in Book 1994, Page 27 of Partition Plats, Records of Umatilla County, Oregon lying in a portion of the North-half of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-feet in width more particularly described as follows;

Beginning at the Southeast corner of said Parcel 3, said point being the **POINT OF BEGINNING** of the industrial wastewater easement to be described;

Thence South 72°30'03" West, 282.08 feet to the Southwest corner of said Parcel 3, said point being on the Easterly right-of-way line of Draper Road at a point 40.00 feet Easterly of the centerline thereof, when measured at right angles;

Thence North 10°35'20" West along the Easterly right-of-way line of said Draper Road and the Westerly boundary of said Parcel 3 for a distance of 40.29 feet;

Thence leaving the Easterly right-of-way line of said Draper Road and the Westerly boundary of said Parcel 3, North 72°30'03" East, 279.67 feet;

Thence North 79°28'31" East, 2.43 feet to the Easterly boundary of said Parcel 3;

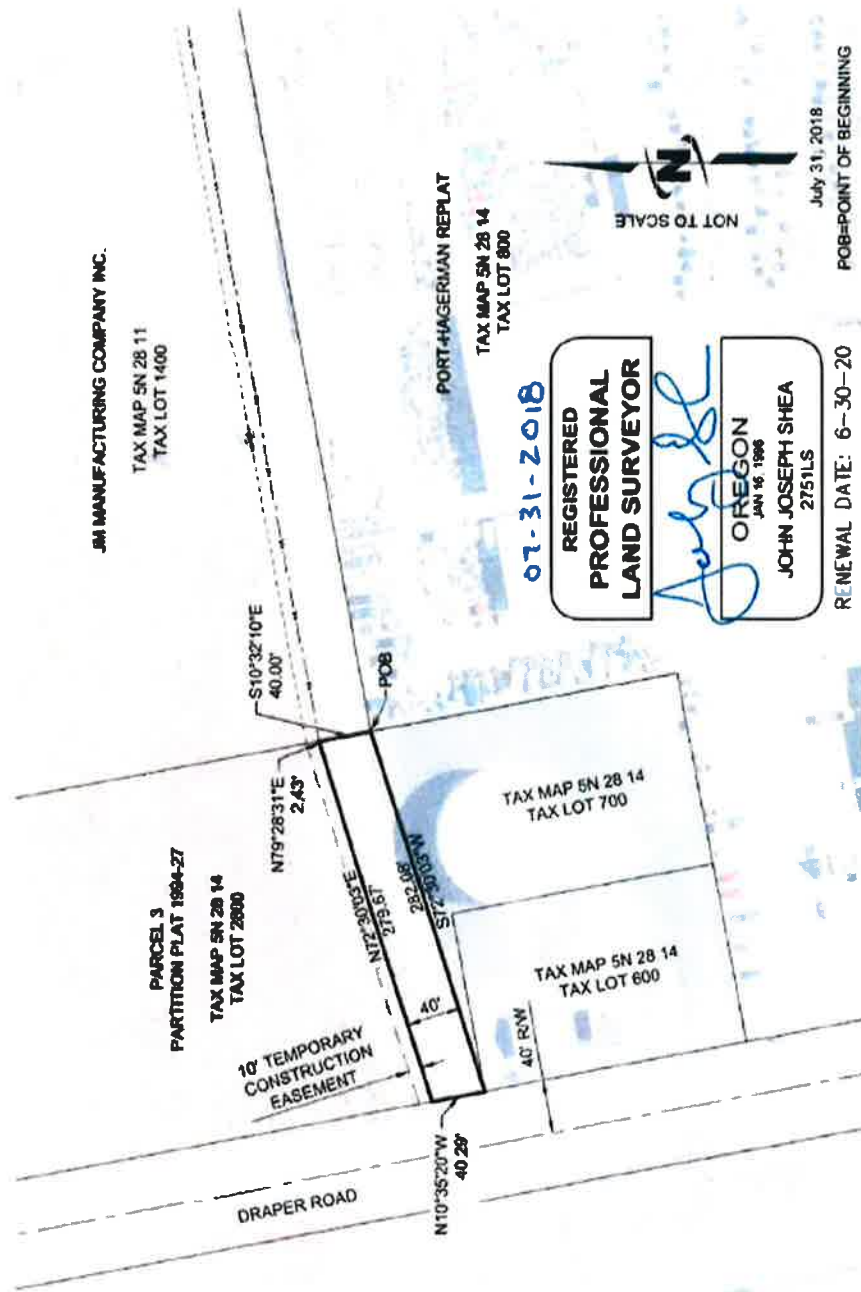
Thence South 10°32'10" East along the Easterly boundary of said Parcel 3 for a distance of 40.00 feet to the **POINT OF BEGINNING** and the end of this industrial wastewater easement description.

Containing: 11,283.59 square feet (0.26 acres), more or less.

**TOGETHER WITH A 10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT** lying immediately North of and parallel to the above described 40-FOOT WIDE UTILITY EASEMENT.

**SUBJECT TO** easements, reservations, covenants and lawful restrictions apparent or of record.

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
FOR A 40-FOOT WIDE INDUSTRIAL WASTEWATER  
EASEMENT TO BE DEDICATED TO THE CITY OF UMATILLA**



**EXHIBIT A-3  
TO UTILITY EASEMENT AGREEMENT**

**THE 40-FOOT WIDE UTILITY EASEMENT** over a portion of Lot 13, Port of Umatilla Subdivision according to the Plat thereof, recorded in Book 15 of Plats, page 31, Records of Umatilla County, Oregon lying in a portion of the Southeast quarter of the Southeast quarter of Section 11, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

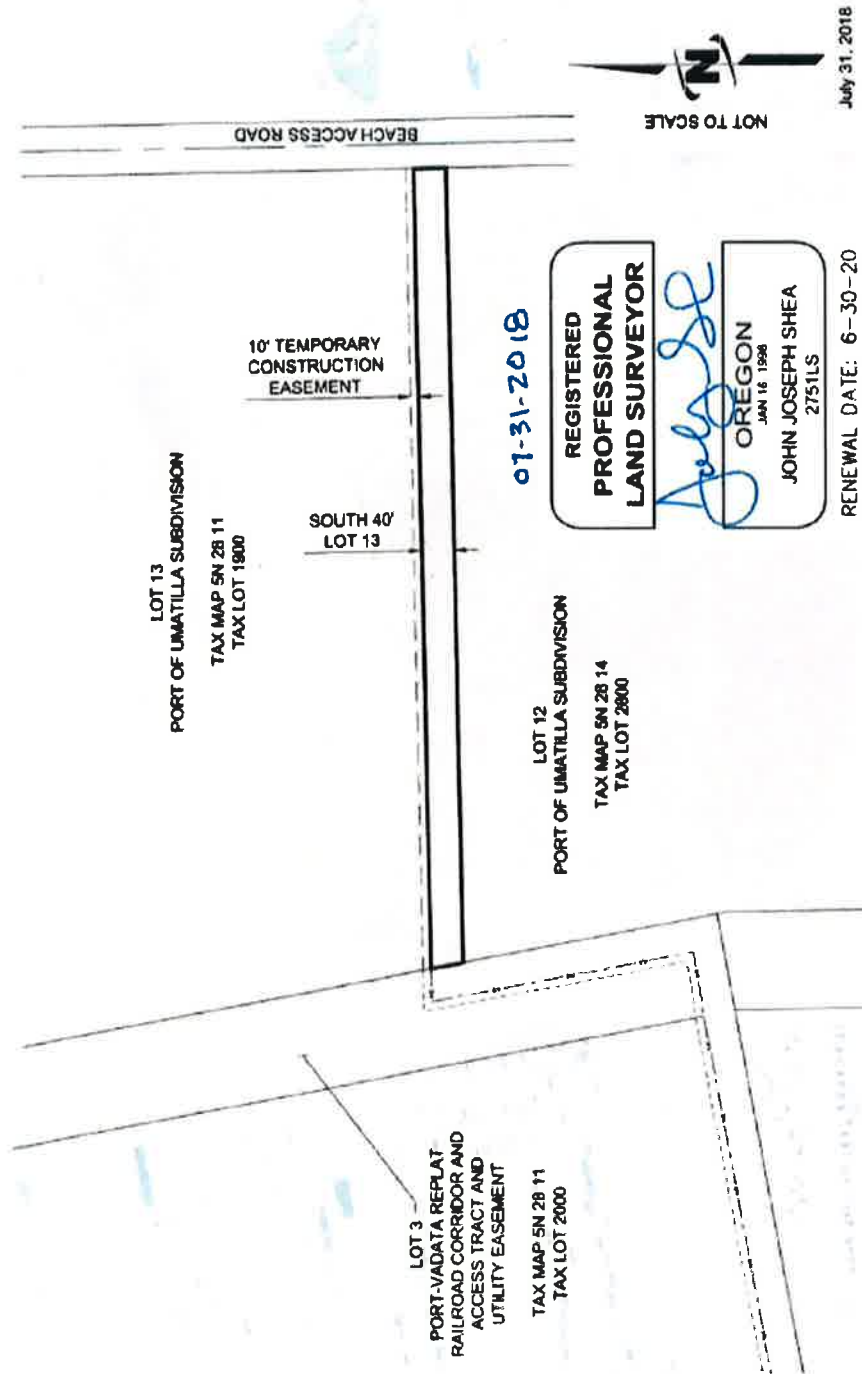
The South 40.00 feet of said Lot 13, Port of Umatilla Subdivision.

Containing: 39,070.69 square feet (0.90 acres), more or less

**TOGETHER WITH A 10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT** lying immediately North of and parallel to the above described 40-FOOT WIDE UTILITY EASEMENT.

**SUBJECT TO** easements, reservations, covenants and lawful restrictions apparent or of record.

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
FOR A 40-FOOT WIDE INDUSTRIAL WASTEWATER  
EASEMENT TO BE DEDICATED TO THE CITY OF UMATILLA**





**EXHIBIT A-4  
TO UTILITY EASEMENT AGREEMENT**

**THE 40-FOOT WIDE UTILITY EASEMENT** over a portion of Lot 3, Port Vadata Replat according to the Plat thereof, recorded in Book 16 of Plats, page 32, Records of Umatilla County, Oregon lying in a portion of the Southeast quarter of the Southeast quarter of Section 11 and a portion of the Northeast quarter of the Northeast quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, is described as follows:

Beginning at the Southeast corner of said Lot 3, said point being the **POINT OF BEGINNING** of the industrial wastewater easement to be described, said point also being on the Westerly boundary of Lot 12, Port of Umatilla Subdivision according to the Plat thereof, recorded in Book 15 of Plats, page 31, Records of Umatilla County, Oregon;

Thence North 10°34'48" West along the common boundary line of said Lots 3 and 12 for a distance of 317.71 feet, more or less to the Northwest corner of said Lot 12, said point also being the Southwest corner of Lot 13, Port of Umatilla Subdivision;

Thence leaving the Westerly boundary of said Lot 12 and continuing North 10°34'48" West along the common boundary line of said Lots 3 and 13 for a distance of 40.55 feet;

Thence leaving the common boundary line of said Lots 3 and 13, South 88°53'26" West, 40.55 feet;

Thence South 10°34'48" East, parallel with and 40.00 feet Westerly of the Easterly boundary of said Lot 3 for a distance of 324.89 feet to a point 40.00 feet Northerly of the Southerly boundary of said Lot 3 when measured at right angles;

Thence South 79°28'31" West, parallel with and 40.00 feet Northerly of the Southerly boundary of said Lot 3 for a distance of 80.00 feet to the Westerly boundary of said Lot 3;

Thence South 10°26'56" East along the Westerly boundary of said Lot 3 for a distance of 40.00 feet to the Southwest corner of said Lot 3;

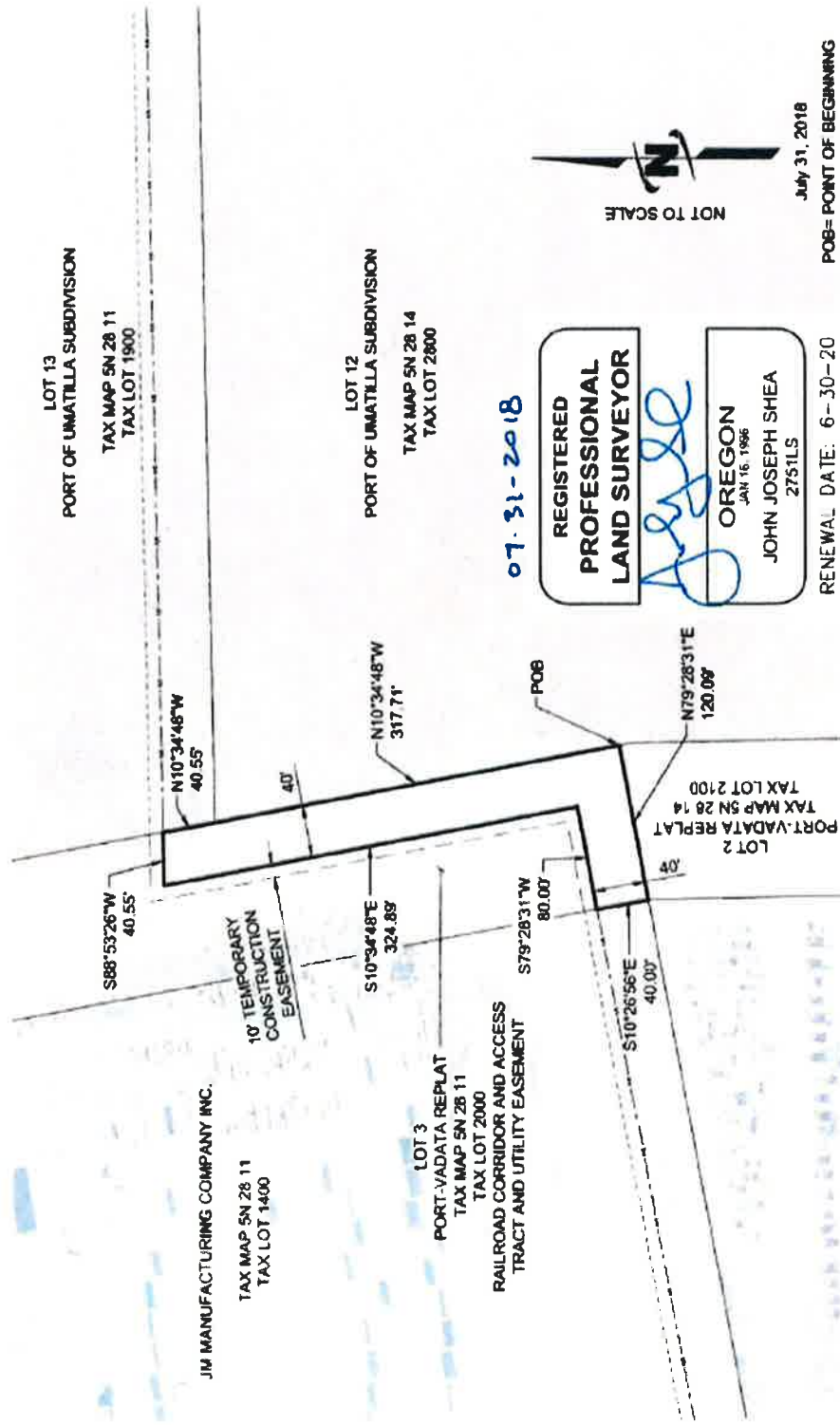
Thence North 79°28'31" East along the Southerly boundary of said Lot 3 for a distance of 120.09 feet, more or less to the Southeast corner of said Lot 3 and the **POINT OF BEGINNING** and the end of this industrial wastewater easement description.

Containing: 17,664.85 square feet (0.41 acres), more or less

**TOGETHER WITH A 10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**  
lying immediately West, North and parallel to the above described 40-FOOT WIDE UTILITY  
EASEMENT.

**SUBJECT TO** easements, reservations, covenants and lawful restrictions apparent or of record.

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
FOR A 40-FOOT WIDE INDUSTRIAL WASTEWATER  
EASEMENT TO BE DEDICATED TO THE CITY OF UMATILLA**



07.31.2018

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Joseph Shea*

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS



NOT TO SCALE

July 31, 2018  
POB= POINT OF BEGINNING

RENEWAL DATE: 6-30-20

**RESOLUTION NO. 11-2019**

**A RESOLUTION AUTHORIZING INTERIM CITY MANAGER MABBOTT TO SIGN EASEMENTS WITH JM MANUFACTURING COMPANY FOR THE RIGHT TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE A LOW-STRENGTH INDUSTRIAL PIPELINE AND RELATED INFRASTRUCTURE IN CERTAIN PROPERTIES OF THE PORT OF UMATILLA**

**WHEREAS**, the City of Umatilla has requested JM Manufacturing Company, Inc. to grant the right and easements to construct, install, operate, maintain, repair and replace a low-strength industrial pipeline and related infrastructure across certain properties of JM Manufacturing Company, Inc.; and

**WHEREAS**, JM Eagle is willing to grant such right and easements subject to certain terms, provisions and conditions.

**NOW, THEREFORE**, be it resolved that the City of Umatilla authorizes the Interim City Manager to sign the easements with JM Manufacturing Company, Inc. the right to construct, install, operate, maintain, repair and replace said low-strength industrial pipeline and related infrastructure subject to the terms and conditions set forth.

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder

AFTER RECORDING RETURN TO:  
Jordan Ramis PC  
Two Centerpointe Dr., Ste 600  
Lake Oswego OR 97035  
(53108-75177 – MEE)

UNTIL A CHANGE IS REQUESTED  
SEND TAX STATEMENTS TO:  
NO CHANGE

---

*This space is reserved for recorder's use.*

### UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (“Agreement”) is made this \_\_\_\_ day of August, 2018 (“Effective Date”) by and between J-M Manufacturing Company, Inc., a Delaware corporation, qualified as a foreign business corporation in the State of Oregon doing business as J-M Pipe Company, Inc. (“Grantor”), and the City of Umatilla, an Oregon municipal corporation (“Grantee”).

### RECITALS

A. Grantor is the record owner of real property identified as Tax Lot 1400 in the records of Umatilla County, State of Oregon, and the legal description of which is attached hereto as *Exhibit A-1* (“Grantor’s Property”).

B. Grantee needs a permanent utility easement and temporary construction easements to be located on and within portions of Grantor’s Property for Grantee to: (a) install, inspect, operate, maintain, repair, and replace a low-strength industrial wastewater pipeline and related infrastructure (the “LS-IWW Pipe”) necessary to the planned operation of a cooling-water-effluent wastewater collection system; and (b) install, inspect, operate, maintain, repair, and replace an entirely separate high-strength industrial wastewater pipeline and related infrastructure (the “HS-IWW Pipe”) necessary to the future operation of a high-strength industrial wastewater-effluent collection system.

C. Grantor agrees to grant to Grantee permanent and temporary easements of a nature described above on and across Grantor’s Property pursuant to the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, for and in consideration of the performance by Grantor and Grantee of the covenants, agreements, conditions and stipulations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

- 1. Grant of Permanent Utility Easement.** Grantor hereby grants to Grantee a permanent utility easement forty (40) feet in width (the "Utility Easement") on, to, across, under, over and through those portions of Grantor's Property, the legal description of which are set forth in attached *Exhibit A-2*, and are depicted in attached *Exhibit A-3* (collectively, the "Utility Easement Area").
- 2. Scope of Permanent Utility Easement.** Grantee and its agents, employees, officers, consultants, and contractors of Grantee (collectively, "Grantee Parties") shall have rights of ingress and egress across Grantor's Property to access, enter upon, and use the Utility Easement Area to: (a) install, operate, inspect, maintain, repair, reconstruct, and replace the LS-IWW Pipe; and (b) to install operate, inspect, maintain, repair, reconstruct, and replace the HS-IWW Pipe. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Utility Easement Area to the extent they unreasonably interfere with Grantee's rights conveyed herein.
- 3. Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary construction easement ten (10) feet in width (the "Temporary Construction Easement") on, to, across, under, over and through those certain portions of Grantor's Property, the legal descriptions of which are set forth in the attached *Exhibit A-2*, and are depicted in attached *Exhibits A-3* (collectively, the "Temporary Easement Area").
- 4. Scope of Temporary Construction Easement.** Grantee Parties have the right of ingress and egress across Grantor's Property to access, enter upon, and use the Temporary Easement Area to (a) complete installation and testing of the LS-IWW Pipes prior to such facilities becoming operational and to (b) complete installation and testing of the HS-IWW Pipe prior to such facilities becoming operational. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Temporary Easement Area to the extent they unreasonably interfere with Grantee's rights conveyed herein.
- 5. Consideration.** At Grantor's request, the parties agree that Grantee shall compensate Grantor for the easements conveyed herein by crediting Grantor's connection fee to the HS-IWW Pipe up to \$20,000.00 at such time that Grantor requests to connect Grantor's Property to the HS-IWW Pipe once the HS-IWW Pipe is completed. The parties agree that all costs to be incurred by Grantee pursuant to this Section 5 to provide credit for a future connection of Grantor's Property to the HS-IWW Pipe is and shall be considered good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor in exchange for Grantor's conveyance to Grantee of the easements described herein.

**6. Term of Easements.**

**6.1 Utility Easement.** The Utility Easement granted herein is perpetual, will be effective on the Effective Date, and will continue in perpetuity until such time as the parties agree in writing to terminate the Utility Easement for reasons that the purpose for which such easement was created no longer exists.

**6.2 Temporary Construction Easement.**

**6.2.1 LS-IWW Pipe.** The Temporary Construction Easement for the LS-IWW Pipe shall become effective three (3) days after Grantee's delivery of written notice to Grantor that Grantee will begin using the Temporary Construction Easement Area for the construction of the LS-IWW Pipe and shall terminate upon the completion of installation and testing of the LS-IWW Pipe prior to such facilities becoming operational.

**6.2.2 HS-IWW Pipe.** The Temporary Construction Easement for the HS-IWW Pipe shall become effective three (3) days after Grantee's delivery of written notice to Grantor that Grantee will begin using the Temporary Construction Easement Area for the construction of the HS-IWW Pipe and shall terminate upon the completion of installation and testing of the HS-IWW Pipe prior to such facilities becoming operational.

**7. Exclusive Grant.** Grantee's rights under this Agreement, and the easements granted herein, are exclusive to Grantee and the Grantee Parties.

**8. Maintenance.** While this Agreement is in effect, Grantee shall maintain its improvements on and within the Utility Easement Area.

**9. Restoration.** To the extent Grantee alters portions of the Utility Easement Area where Grantee has not installed any permanent improvements including, but not limited to, shrubs, other plants, and vegetation consistent with or as required by any applicable permit governing the completion of such permanent improvements, Grantee will restore such portions of the Utility Easement Area to like kind or better condition as existed as of the Effective Date.

**10. Applicable Law.** Grantee shall comply with all local, state, and federal rules, laws, ordinances, and requirements regarding its maintenance and use of the Utility Easement Area and must obtain any and all required permits and licenses at its sole cost and expense.

**11. Indemnification; Limitation of Liability.** Subject to the limits of the Oregon Tort Claims Act, Grantee will indemnify, defend and hold Grantor harmless from and against any and all claims arising from or in connection with use of or damage to the Utility Easement Area and the IWW Facilities or the IWWTP Facilities by Grantee or Grantee Parties. This indemnification will not apply to the extent the claim or loss is attributed to the negligent or intentionally harmful acts of Grantor or Grantor's agents, contractors, consultants, licensees or invitees.

**12. Insurance.** During the term of this Easement, Grantee shall carry, and require its agents and contractors to carry, worker's compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage in connection with any and all of Grantee's acts and/or omissions including, without limitation, for injury to or death of any person or persons and for damage to property occasioned by or arising out of any act, omission, and/or use of the Utility Easement Area by Grantee or a Grantee Party.

**13. Breach of Obligation.** Neither party shall be considered in default under this Agreement for a failure to perform its obligations under this Agreement unless such failure continues more than ten (10) days after written notice to the other party of its failure to perform its obligations under this Agreement unless such failure continues more than ten (10) days after written notice to the party of such failure. To the extent the failure is of the type that cannot be cured within the ten (10) days, the party shall not be considered in default if the failure is not cured within the ten (10) days after such notice provided that the party commences to cure such failure within such period and diligently and continuously completes the cure of such failure within a reasonable period of time. If any party shall be in default of such party's obligations under this Agreement, the other party shall be entitled to require performance of the obligations by suit for specific performance or, where appropriate through injunctive relief, or an action for damages or amounts due but not paid. Such remedies shall be in addition to any other remedies afforded under Oregon law.

**14. Notices.** All notices, approvals, consents or requests given or made pursuant to this Agreement shall be deemed delivered (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery ("Delivery Date"). Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other parties:

**If to Grantor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Grantee:**

City of Umatilla  
Attn: City Manager  
700 6th Street  
P.O. Box 130  
Umatilla, OR 97882

**15. Incorporation of Recitals.** The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.



**16. Authority.** Each person executing this Agreement represents and warrants that he or she has authority to execute this Agreement.

**17. Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

**18. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement.

**19. Recording.** This Agreement will be recorded in the real property records of Umatilla County, Oregon. Grantee will pay the recording fees.

**20. Amendment.** This Agreement may be amended only by an instrument in writing signed by both Grantor and Grantee.

**21. Attorneys' Fees.** In the event of any action by the parties concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses of enforcing its rights hereunder, including actual experts', consultants', and attorneys' fees, and all professional fees incurred by the prevailing party with respect to such action.

**22. Applicable Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of laws.

**23. Runs With the Land; Time of the Essence.** This Agreement shall run with the land and be binding upon, inure to the benefit of, and be enforceable by the parties and the respective successors and assigns of the parties to this Agreement. Time is of the essence with respect to the performance of the obligations of this Agreement.

*[Signatures and Acknowledgements on following pages]*

**GRANTOR**

**GRANTEE**

**J-M Manufacturing Company, Inc.**

**City of Umatilla**

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

By: \_\_\_\_\_  
Tamra Mabbott, City Manager

**CALIFORNIA NOTARY ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me \_\_\_\_\_ (name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**CERTIFICATE OF AUTHORITY**

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the City of Umatilla, that Tamra Mabbott who signed the foregoing instrument on behalf of the Grantee was then the City Manager of the City of Umatilla. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing this said instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of the Clerk or Appropriate Official)

(SEAL)

**ACKNOWLEDGMENT**

State of Oregon        )  
                                  : ss  
County of Umatilla    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me \_\_\_\_\_, known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of the office this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Oregon,  
residing at \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**EXHIBIT A-1  
TO UTILITY EASEMENT AGREEMENT**

**PARCEL A:**

Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County,  
Oregon:

Section 11: Beginning at the brass monument marking corner common to Sections 11, 12, 13 and 14, and running South 89°44'35" West along Section line between said Sections 11 and 14 a distance of 1165.25 feet to the true point of beginning; thence North 9°39'40" West 1122.18 feet to an iron pin on Southerly right of way line of County Road No. 625; thence South 80°20'20" West 1460 feet along said Southerly right of way line to an iron pin; thence South 9°39'40" East 880.40 feet to a point on the line between said Sections 11 and 14; thence North 89°44'35" East 1479.90 feet to the true point of beginning;

SUBJECT to any and all water rights of way and roads.

**PARCEL B:**

Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County,  
Oregon:

Section 14: Beginning at the brass monument marking corner common to Sections 11, 12, 13 and 14, running South 89°44'35" West along Section line between said Sections 11 and 14 a distance of 1165.25 feet to the true point of beginning; thence continuing South 89°44'35" West along said Section line a distance of 1479.90 feet; thence South 9°39'40" East, 579.60 feet to an iron pin; thence North 80°20'20" East 1460 feet to an iron pin; thence North 9°39'40" West 337.82 feet to the true point of beginning;

SUBJECT to any and all water rights of way.

**EXHIBIT A-2  
TO UTILITY EASEMENT AGREEMENT**

**THE 40-FOOT WIDE UTILITY EASEMENT** over a portion of the J-M Manufacturing Company, Inc. parcel as described in Reel 232, Page 436, Records of Umatilla County, Oregon lying in a portion of the North-half of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, is described as follows:

Beginning at a Brass Cap marking the Northeast corner of said Section 14 (from which a Brass Cap marking the Northwest corner of said Section 14 bears South 88°53'26" West, 5355.63 feet);

Thence South 88°53'26" West along the North line of said Section 14 for a distance of 1165.21 feet, more or less to the Easterly boundary of said J-M Manufacturing Company, Inc. parcel;

Thence South 10°34'48" East along the Easterly boundary of said J-M Manufacturing Company, Inc. parcel for a distance of 297.61 feet to the **TRUE POINT OF BEGINNING** of the industrial wastewater easement to be described;

Thence continuing South 10°34'48" East along the Easterly boundary of said J-M Manufacturing Company, Inc. parcel for a distance of 40.00 feet to the Southeast corner thereof;

Thence along the Southerly boundary of said J-M Manufacturing Company, Inc. parcel the following courses;

Thence South 79°28'26" West, 837.91 feet;

Thence South 79°28'39" West, 621.64 feet, more or less to the Southwest corner of said J-M Manufacturing Company, Inc. parcel, said point also being the Southeast corner of Parcel 3, Partition Plat 1994-27 as recorded in Book 1994, Page 27 of Partition Plats, Records of Umatilla County, Oregon;

Thence leaving the Southerly boundary of said J-M Manufacturing Company, Inc. parcel along the common boundary line of said J-M Manufacturing Company, Inc. parcel and said Parcel 3, North 10°32'10" West, 40.00 feet;

Thence leaving the common boundary line of said J-M Manufacturing Company, Inc. parcel and said Parcel 3, North 79°28'39" East, parallel with and 40.00 feet Northerly of the Southerly boundary of said J-M Manufacturing Company, Inc. parcel for a distance of 621.65 feet;

Thence North 79°28'26" East, parallel with and 40.00 feet Northerly of the Southerly boundary of said J-M Manufacturing Company, Inc. parcel for a distance of 837.87 feet to the Easterly boundary of said J-M Manufacturing Company, Inc. parcel and the **TRUE POINT OF BEGINNING** and the end of this industrial wastewater easement description.

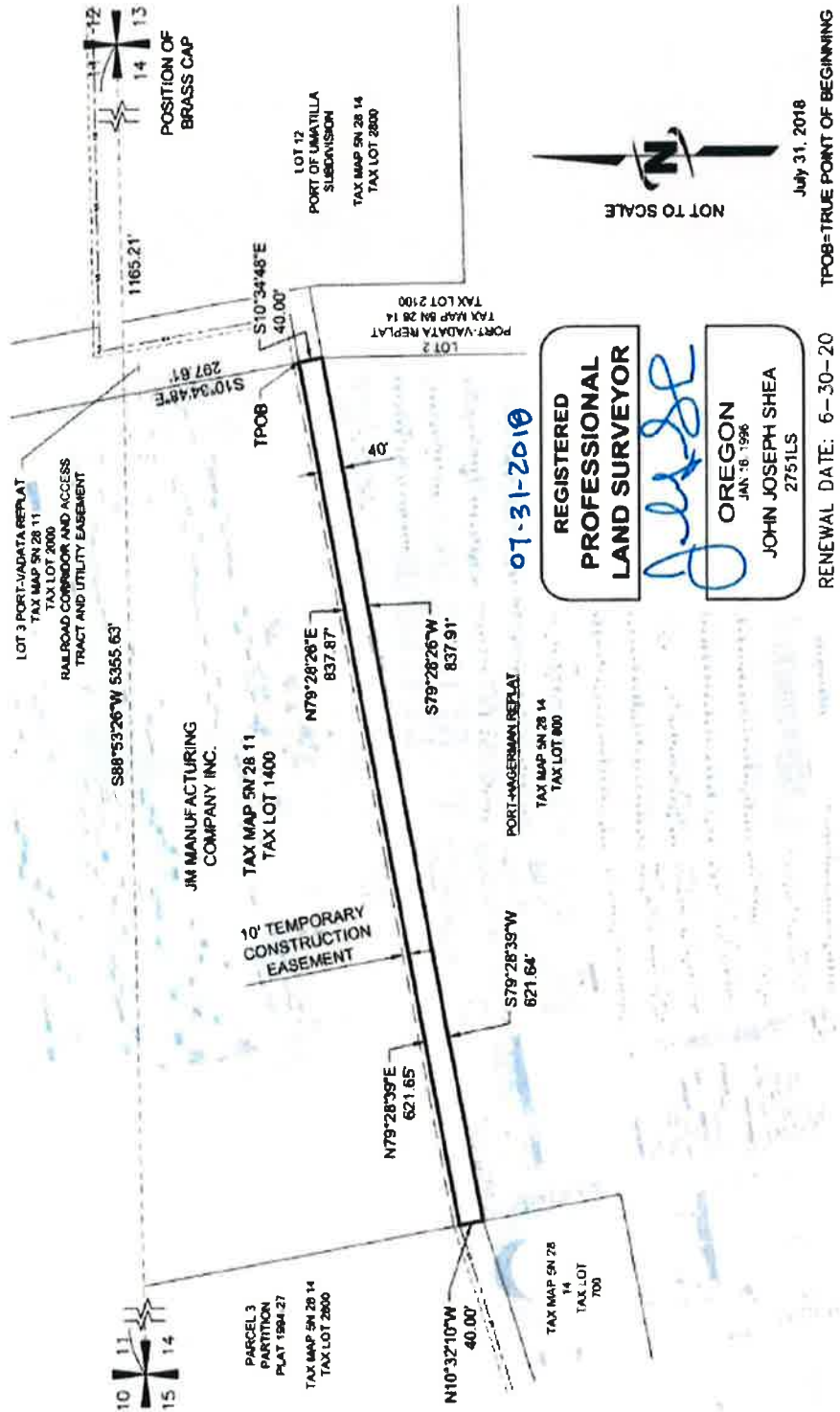
Containing: 58,381.51 square feet (1.34 acres), more or less

**TOGETHER WITH A 10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT** lying immediately North of and parallel to the above described 40-FOOT WIDE UTILITY EASEMENT .

**SUBJECT TO** easements, reservations, covenants and lawful restrictions apparent or of record.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR A 40-FOOT WIDE INDUSTRIAL WASTEWATER EASEMENT TO BE DEDICATED TO THE CITY OF UMATILLA

## EXHIBIT A-3 TO UTILITY EASEMENT AGREEMENT



**RESOLUTION NO. 12 – 2019**

**A RESOLUTION AUTHORIZING INTERIM CITY MANAGER MABBOTT TO SIGN  
THE NOTICE OF AWARD FOR CONSTRUCTION FOR THE CITY OF UMATILLA  
SIXTH STREET WATERLINE IMPROVEMENT PROJECT**

**WHEREAS**, the City of Umatilla has publically advertised request for proposals for the Sixth Street Waterline Improvement Project; and

**WHEREAS**, the J-U-B and the City of Umatilla reviewed bids submitted on September 12, 2018; and

**WHEREAS**, J-U-B reviewed the bid tabulation; and

**WHEREAS**, based on the review, the Jesse Rodriguez Construction bid was the lowest responsive and responsible bid for Two Hundred Nighty Eight Thousand Fifty dollars.

**NOW, THEREFORE BE IT RESOLVED**, the City of Umatilla does hereby authorize Interim City Manager to sign the Notice of Award for Construction.

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder



**NOTICE OF AWARD FOR CONSTRUCTION**

To: Jesse Rodriguez Construction Date: October 2, 2018  
(Contractor)

Address: PO Box 1945 Silverton, OR 97381 Phone: 503-931-5114

Regarding Notice Of Award for Construction of The Project:

The City of Umatilla 6th Street Waterline Improvements Revision 2.

You are hereby notified that your bid submitted in the amount of  
TWO HUNDRED NINTY EIGHT THOUSAND FIFTY Dollars (\$ 298,050.00 )

has been accepted for the above named Project to be constructed in accordance with the Contract Documents.

You are required to complete the form below acknowledging Acceptance of Notice of Award for Construction and return the form to the Contracting Agency/Owner.

Should you fail to execute the Agreement for Construction and fail to furnish the required Bonds within fifteen (15) calendar days from the date of this Notice of Award, the Contracting Agency/Owner is entitled to consider your rights as abandoned with regard to this Project and as forfeiture of your Bid Bond, in addition to such other rights as may be granted by Law.

Dated this 2nd day of October, 2018.

By: Tamra Mabbott

Title: Interim City Manager

for The Owner: City of Umatilla

**ACCEPTANCE OF NOTICE OF AWARD FOR CONSTRUCTION**

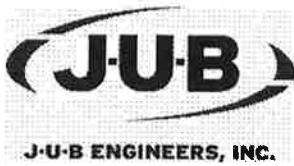
Receipt of the above Notice of Award for Construction of The Project is hereby acknowledged.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Name/Title: \_\_\_\_\_

for The Contractor: \_\_\_\_\_



## MEMORANDUM

---

**DATE:** September 24, 2018  
**TO:** Tamra Mabbott, Interim City Manager  
**FROM:** Shae Talley, P.E.  
**SUBJECT:** **Notice of Award Recommendation**  
**PROJECT:** 6<sup>th</sup> Street Waterline Improvement Revision 2  
**PROJECT NO.:** 33-16-001.001

---

Dear Tamra,

J-U-B and the City of Umatilla reviewed the Bids submitted on September 12, 2018 for the 6th Street Waterline Improvements Revision 2 project. J-U-B has reviewed the bid tabulations. The Bid Proposal was publically advertised in accordance with Oregon procurement rules. One (1) bid, from Jesse Rodriguez Construction, was submitted and reviewed by the City. Based on the review, the Jesse Rodriguez Construction bid was the lowest responsive and responsible bid.

We recommend award of the Contract to Jesse Rodriguez Construction (Contractor) for the full Bid Amount for City Council approval and direction at the next Council Meeting.

Upon Council approval, we can execute the Notice of Award and begin processing the Contract.

While the City of Umatilla has up to thirty (30) calendar days to deliver the Notice of Award and the Contractor has up to fifteen (15) calendar days to process the Contract, we will work with the Contractor to reduce the timeframe as much as practical.

The contract will need to be signed in-person by both the City and the Contractor. It is our desire that the Pre-Construction Conference will start immediately after the contract is signed and then provide the Notice to Proceed to the Contractor at the conclusion of the meeting. The Contractor will then have up to seven (7) calendar days to mobilize and begin construction.

Thank you,

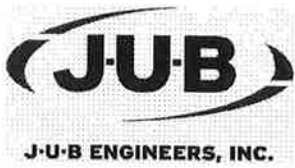
Shae Talley, P.E.  
Project Manager

Attachments: Bid Tabulation  
Draft Notice of Award Letter  
Draft Notice of Award (for Review and Signature)



OWNER: City of Umakilla  
 PROJECT: 6th Street Waterline Improvements REVISION 2

ODOT Bid Item Number	Item Description
0210-0100000A	MOBILIZATION
0225-0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE
0310-0119000F	ASPHALT PAVEMENT SAW CUTTING
0330-0105000K	GENERAL EXCAVATION (TRENCH EXCAVATION INCLUDING PIPE BEDDING AND CLASS B BACKFILL)
3445-052002AF	2 INCH BLUE PEX W/ FULL SIZE CTS FITTINGS PIPE, 5 FT DEPTH
3445-0650000E	PIPE TEES (AND ELBOWS), 2 INCH
3445-0650000E	PIPE TEES, 6 INCH (CUT-IN)
0706-0100000J	SLURRY SEAL (CONCRETE LOW STRENGTH MATERIAL AT POTABLE WATER PIPE CROSSINGS)
0748-0103000J	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR
3815-0102000E	HYDRANT BOLLARDS
1140-0145000F	4 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL (PVC AWWA C900)
1140-0145000F	6 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL (PVC AWWA C900)
1140-0145000F	8 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL (PVC AWWA C900)
1140-0300000E	6 INCH CONNECTION TO 6 INCH EXISTING MAIN
1150-0100000E	2 INCH GATE VALVE
1150-0100000E	6 INCH GATE VALVE
1150-0100000E	8 INCH GATE VALVE
1160-0100000E	HYDRANT ASSEMBLIES (INCLUDING DUCTILE IRON PIPE, RMJ FITTINGS, GATE VALVE, VALVE BOX, CONCRETE PAD, AND CONCRETE THRUST BL
1170-0104000E	RECONNECTING EXISTING WATER SERVICES, 3/4 INCH
1170-0105000E	RECONNECTING EXISTING WATER SERVICES, 1 INCH
1170-0106000E	RECONNECTING EXISTING WATER SERVICES, 1-1/2 INCH
1170-0107000E	RECONNECTING EXISTING WATER SERVICES, 2 INCH
1170-0110000E	3/4 INCH WATER METER ASSEMBLY
1170-0110000E	RELOCATE 3/4 INCH WATER METER ASSEMBLY
1170-0110000E	2 INCH WATER METER ASSEMBLY
1170-0109000F	3/4 INCH BLUE PEX W/ FULL SIZE CTS FITTINGS WATER SERVICE LINE
1170-0109000F	1 INCH BLUE PEX W/ FULL SIZE CTS FITTINGS WATER SERVICE LINE



September 24, 2018

Mr. Jesse Rodriguez  
Jesse Rodriguez Construction  
PO Box 1945  
Silverton, OR 97381 (Via Email)

**RE: City of Umatilla  
6<sup>th</sup> Street Waterline Improvements Revision 2 Project  
Construction Contract Award**

Dear Mr. Jesse Rodriguez:

On Tuesday evening, October 2, 2018, the City of Umatilla City Council awarded the construction contract for the 6<sup>th</sup> Street Waterline Improvement Revision 2 Project to Jesse Rodriguez Construction and directed our office to execute the contract.

Enclosed are copies of the Notice of Award and the proposed Construction Contract (excluding the Technical Specifications & Construction Plans). Please review and provide **three (3) copies** of the Construction Contract with required signatures, bonding, and proof of insurance to the City of Umatilla for their review and approval within 14 calendar days. *Please do not enter a date into the bonding forms or the contract, as this must be done at the same time as the City signs the contracts.* Please forward all three (3) construction contracts to Tamra Mabbott, at the City of Umatilla for signature. After all signatures have been obtained, we will bind the Construction Contract with the Technical Specifications & Construction Plans and return one of the originals to you for your records.

If you have any questions, please do not hesitate to contact me at my office (541) 963-7100 or my cell phone at (541) 975-4765.

Sincerely,

J-U-B ENGINEERS, Inc.

Shae Talley, P.E.  
Project Manager

Enclosures:

- Notice of Award
- Bid & Contract Documents, excluding Special Provisions, Supplemental Specifications, & Contract Plans

**RESOLUTION NO. 13 – 2019**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT  
BETWEEN THE CITY OF UMATILLA AND JESSE RODRIGUEZ CONSTRUCTION  
FOR THE SIXTH STREET WATERLINE IMPROVEMENT PROJECT**

**WHEREAS**, the City of Umatilla has awarded the Sixth Street Waterline Improvement Project to Jesse Rodriguez Construction; and

**WHEREAS**, in order to get this project moving forward the contractor agrees to furnish all labor, materials, equipment, and incidentals; and

**WHEREAS**, it is in the best interest of the City to enter into this agreement.

**NOW, THEREFORE BE IT RESOLVED**, the City of Umatilla does hereby authorize the Mayor to sign the agreement for construction for the Sixth Street Waterline Improvement Project.

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder

# AGREEMENT FOR CONSTRUCTION

**THIS AGREEMENT**, made on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Umatilla, party of the first part, hereinafter called the Owner, and \_\_\_\_\_, party of the second part, hereinafter called the Contractor.

**WITNESSETH**, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

## ARTICLE I - SCOPE OF THE WORK

The Contractor hereby agrees to furnish: All labor, materials, equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project as prepared by **J-U-B ENGINEERS, Inc.**, hereinafter referred to as the Engineer entitled: **6TH STREET WATERLINE IMPROVEMENTS REVISION 2.**

The work shall include those items named in the Proposal dated \_\_\_\_\_, 2018, and shall be in accordance with the requirements and provisions of the Contract Documents enclosed herein, and hereby a part of this Agreement.

The Contractor also agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically, the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) which by this reference are incorporated in the Contract and made a part hereof.

## ARTICLE II - CONTRACT TIME

The work to be performed under this contract shall be commenced within 7 calendar days after the date of written notice by the Owner to the Contractor to proceed. All work shall be completed by November 31st, 2018, unless the period for completion is extended in accordance with the General Conditions of the Contract (*Part 00100 – GENERAL CONDITIONS of the 2018 Oregon Standard Specifications for Construction*).

In addition to the liquidated damages above, the Contractor shall reimburse the Engineer for the cost incurred for inspection and project management services required beyond the set time limit. If the Contractor fails to reimburse the Engineer directly, the cost will be deducted from the Contractor's final pay request by the Owner.

## ARTICLE III – PAYMENT

The Owner shall pay to the Contractor for the performance of the work the total amounts determined by lump sum and unit prices listed in the Proposal. Based on the estimated quantities and the stated unit prices, the total Contract sum is \_\_\_\_\_ (\$ \_\_\_\_\_).

Progress payments shall be made in accordance with *Section 00195.50 of the 2018 Oregon Standard Specifications for Construction*, contained in the Technical Specifications and Contract Provisions or as modified in the Special Conditions section of these Contract Documents.

## ARTICLE IV – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this agreement, made a part hereof, and consist of the following: Advertisement for Bids, Invitation to Bid, Information to Bidders, Proposal, Bid Schedule, Bid Bond, Bidder's Warranty, Agreement for Construction, Performance Bond, Payment Bond, Addenda, Notice to Award, Notice to Proceed, Special Conditions, Supplemental Technical Specifications, and Construction Drawings.

## ARTICLE V – ADMINISTRATION OF THE CONTRACT

5.01 Authority and Relationships of the Owner and the Engineer – The following provisions shall govern the authority of the various officers, agents, representatives, consultants and employees of the Owner, and the Engineer. Except as specifically provided in this section, no individual acting or purporting to act as an officer, agent, representative, consultant, or employee of the Owner or the Engineer shall have any authority to make representations, statements or decisions of whatever nature binding the Owner or the Engineer regarding any aspect of this Contract. Except as specifically provided in this Article, the Contractor shall have no right to, and shall not rely on any such representation, statement or decision. Any reference to action by the Owner in this Contract requires the written approval of the Owner or a person who is designated in writing by the Owner as having authority to act for the Owner but only to the extent that such authority is expressly delegated in writing.

5.01.01 Authority of the Owner– Except as otherwise provided herein, the Owner shall determine the amount, quality, acceptability, fitness, and progress of the Work covered by the Contract. The Owner and the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Construction Documents. The Owner and the Engineer will not be responsible for or have control over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. Nothing contained in this Contract is intended nor shall be construed to create any third-party beneficiary relationship between the Owner and the Contractor's subcontracting agents or employees.

It shall be the duty of the Contractor to comply with all procedures established and/or implemented by the Owner as stated above. In the event any such procedures are at variance with other provisions of these Documents, such procedures shall prevail.

The Owner may call for meetings of the Contractor, the Contractor's Subcontractors and Suppliers as the Owner deems necessary for the inspection of the Work. Such meetings shall be held at the Site on regular working days during regular working hours, unless otherwise directed by the Owner. Attendance shall be mandatory for all parties notified to attend.

The Contractor shall immediately comply with any and all orders and instructions given in accordance with the terms of this Contract by the Owner.

Contractor has no right to, and shall not, rely on representations of whatever nature made by any individual, whether or not employed by or purporting to represent the Owner or the Engineer, unless such individual has been specifically and expressly delegated authority to make such representations pursuant to these Contract Documents. Likewise the Contractor has no right, and shall not rely on any representation of authorized changes on the Contract of whatever size or nature unless such change is in writing and signed by the Owner.

Nothing contained in the Paragraph shall obligate the Owner or Engineer to supervise the Contractor's Work under this Contract and the Contractor shall remain fully responsible for the complete and proper supervision of the Work.

- 5.02 Clarifications – Should it appear that the Work to be done or any of the matters relative to the Contract Documents are not sufficiently detailed or explained in the Contract Documents, or should there be any questions which may arise as the meaning or intent of the Contract Documents, the Contractor shall immediately submit to the Owner a written Request for Clarification which shall fully describe the information sought. It is the Contractor's responsibility to request information under this Paragraph in sufficient time for review by the Engineer and the Owner so that the orderly progress and prosecution of the Work is not delayed.

The Engineer, in consultation with the Owner, shall interpret the meaning and intent of the Contract Documents and shall issue, within ten (10) days of receiving a Request for Clarification from the Contractor, a written Clarification describing such meaning and intent. Additionally, the Engineer, after consulting with the Owner, may at any time issue written Clarifications as deemed necessary to carry out the Work included in the Contract Documents. Notwithstanding any dispute or disagreement which the Contractor may have concerning any such Clarifications, the Contractor shall perform the Work as prescribed and in accordance with all such Clarifications.

If notified by the Owner that a Clarification is forthcoming, any related Work done before the receipt of the Clarification shall be coordinated with the Owner so as to minimize the effect of the Clarification on Work in progress. Any related Work not coordinated with the Owner done before receipt of the Clarification shall be at the Contractor's risk and at no cost to the Owner if that Work does not conform to the Clarification.

If the Contractor proceeds with the Work which is not sufficiently detailed or explained in the Contract Documents without requesting and obtaining a Clarification pursuant to this Paragraph, the Contractor shall do so at its own risk and shall, at no cost to the Owner, perform any additional Work which may be required by the Owner to bring the Work into conformance with the intent of the Contract Documents.

5.03 Contractor's Claims

- 5.03.01 Generally – No claims of any sort by the Contractor shall be considered or allowed under this Contract except as specifically provided and prescribed under this Paragraph. Failure to make a claim as specifically provided and prescribed under this Paragraph or failure to perform disputed Work, if any, as directed by the Owner shall bar the Contractor from any recovery of any sort or extension of time resulting from the facts surrounding the claim. The Contractor's full and complete compliance with this Paragraph shall be a condition precedent to any right of the Contractor to further prosecute any claim against the Owner arising out of or related to Work described in the Contract Documents. Every decision of action pursuant to this Paragraph.

- 5.03.02 Types of Claims – The types of claims which the Contractor may make are limited to the following:

1. Claims based upon justifiable delays as described in **Subparagraph 5.03.03**.
2. Claim based upon differing site conditions as described in **Subparagraph 5.03.04**.
3. Claims based upon clarifications or change orders issued by the Owner or any other decision, action or failure to act by the Owner as described in **Subparagraph 5.03.05**.



As a condition precedent to any such claim, the Contractor shall comply with all applicable procedural and substantive requirements of this Contract.

The Contractor may make claims which include request for extensions of the Contract Time and/or request for increases in the Contract Amount. If the Contractor believes that a single circumstance or set of facts gives rise to both a claim for an extension of the Contract Time and an increase in the Contract Amount, the Contractor must state both allegations in one written claim or waive the unstated allegation.

### 5.03.03 Claims for Justifiable Delay

5.03.03.01 Definition of Justifiable Delay – If the Contractor is significantly and justifiably delayed in the prosecution of the Work due to any of the acts, events, or conditions described as justifiable delays below, the Contractor may make a claim for an increase in the Contract Time and/or Contract Amount pursuant to Clause 5.03.03.02.

“Justifiable Delay” shall mean, and is limited to, the acts, events, or conditions described in Sections 4a. through 4i. below, if such act, event, or condition has a materially adverse effect on the ability of the Contractor to obtain the benefits of such rights or to perform such obligations and if such act, event, or condition and its effect:

1. Are beyond the reasonable control of the Contractor (or any third party for whom the Contractor is directly responsible).
2. Do not arise out of:
  - a. Strikes, labor disputes, or other labor difficulties involving the Contractor or its Subcontractors or Suppliers or entities providing transportation of the Contractor or its Subcontractors or Suppliers.
  - b. Labor shortages.
  - c. Changing economic conditions; and
3. Could not have been reasonably anticipated by the Contractor.
4. The acts, events, and conditions are:
  - a. An act of God.
  - b. Inclement Weather.
  - c. Acts of public enemy, war (whether or not declared) or governmental intervention resulting therefrom, blockage, embargo, insurrection, riot and civil disturbance.
  - d. The failure to issue or renew, or the suspension, termination, interruption or denial of any permit, license, consent, authorization or approval essential to the Work, if such act or event shall not be the result of the willful or negligent actions or inaction of the Contractor, or of any third party of whom the Contractor is directly responsible, and if the Contractor shall be taking or have taken action (it being understood that

the contesting in good faith of any such action shall not constitute or be construed as a willful or negligent act of the Contractor).

- e. The failure of any appropriate Federal, State, Municipal, County or other public agency or authority or private utility having operation jurisdiction over the Work or Site to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Site, which are required for and essential to the Work.
  - f. Epidemics or quarantines.
  - g. Material, equipment or fuel shortages or freight embargoes.
  - h. Priorities or privileges established for the manufacture, assembly or allotment of material by order, decree, or otherwise by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority.
  - i. The prevention by the Owner of the Contractor from commencing or prosecuting the Work.
5. No claim for extension of the Contract Time or increase in the Contract amount will be considered for Inclement Weather unless the Contractor submits documentation that such weather conditions are abnormal for the area and period of time in question; that they could not have been reasonably anticipated; and that the Inclement Weather had a significant adverse effect on the Construction Schedule.
6. Delays in delivery of equipment or materials purchased by the Contractor or its Subcontractors or Suppliers (including Owner-selected equipment) shall not be considered as a just cause for delay if timely ordering would have made the equipment available. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.
7. The term "delay" shall specifically not include and no extension of the Contract Time or increase in the Contract Amount shall be allowed for:
- a. Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor;
  - b. Any delay in the prosecution of parts of the Work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor the Substantial Completion of the Work of this Contract within the time specified;
  - c. Any reasonable delay resulting from the time required by the Owner for review of Submittal or Shop Drawings submitted by the Contractor and for the making of surveys, measurements and inspections;
  - d. Any delay arising from an interruption in the prosecution of the Work on account of the reasonable interference of the Owner or others which does

not necessarily prevent the Substantial Completion of the Work of this contract within the time specified; and

- e. Any delay resulting in any manner from labor disputes, strikes, or difficulties or any delay resulting in any manner from any labor-related event, act or condition whether or not the Contractor has any control over such events, act or condition.

5.03.03.02 Justifiable Delay Claims Procedure – The Contractor shall, within twenty-four (24) hours of the start of the occurrence or the Contractor’s first knowledge of the occurrence which is the basis of the claim for the justifiable delay, whichever is earlier, notify the Owner in writing of such delay. The written notice by the Contractor shall indicate the cause of the delay and shall estimate the possible time extension requested. Within ten (10) days after the cause of the delay has been remedied, the Contractor shall give written notice to the Owner of any actual time extension and any increase in the Contract Amount requested as a result of the aforementioned occurrence in accordance with this Contract.

Within twenty-one (21) days after the Contractor submits to the Owner such a written notice for an extension of time and/or increase in Contract Amount, the Owner will issue the decision on each request. If the Contractor is dissatisfied with such decision, the Contractor may preserve its claim as provided and prescribed by **Subparagraph 5.03.06**.

5.03.04 Claims for Differing Site Conditions – The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Owner of:

1. Subsurface or latent physical conditions at the Site which differ materially from those indicated in this Contract; or
2. Unknown physical conditions at the Site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The Owner shall investigate the Site conditions promptly after receiving the notice. If the conditions do materially differ so as to cause an increase or decrease in the Contractor’s cost to, or the time required to perform any part of the Work under this Contract, whether or not it has changed as a result of the conditions, an equitable adjustment shall be made and a Change Order shall be issued.

If the Contractor is dissatisfied with the decision of the Owner under this Subparagraph, the Contractor may preserve its claim as provided and prescribed by **Subparagraph 5.03.06**.

5.03.05 Other Contractor Claims – Contractor claims based upon Clarifications or Change Orders issued by the Owner or any other decision, action or failure to act by the Owner shall be made according to this Subparagraph.

The Contractor shall, within twenty-four (24) hours following the discovery of the facts, which give rise to its claim, notify the Owner in writing of its intent to make the claim. Within ten (10) days following discovery of the facts, which give rise to the claim and prior to commencing the Work or conforming to the Clarification on which the claim is based, if any, the Contractor shall submit its formal written claim to the Owner. The Contractor’s written notice shall include a description of:

1. The factual occurrences upon which the Contractor bases the claim including the decision, action or failure to act by the Owner or its authorized representatives that allegedly give rise to the claim.

2. How the Owner's decision, action or failure to act has affected the Contractor's performance or otherwise affected the Contractor.
3. Whether the claim is for an extension of Contract Time, or an increase in the Contract Amount, or both, and the specified extension or increase requested.
4. The provisions of the Contract upon which the claim is based.

Submission of written notice of claim as specified above shall be mandatory and failure to comply shall be conclusive waiver to any claim by the Contractor. Oral notice or statement will not be sufficient nor will notice or statement after commencing Work in question.

After the written notification is submitted by the Contractor (if the claim is not resolved or withdrawn in writing) and only upon written direction by the Owner, the Contractor shall proceed without delay to perform the Work pursuant to the direction of the Owner. While the Work on an unresolved claim is being performed, the Contractor shall keep track of costs and maintain records in the manner set forth in Section on Force Account Work, at no cost to the Owner. Such notice by the Contractor and the fact that the Contractor is keeping track of costs and maintaining records shall not in any way be construed as proving the validity of the claim not the costs thereof.

Provided the claim or claims have been submitted in accordance with the requirement of this Article, the Owner will consider and investigate the claim or claims of the Contractor. Within twenty-one (21) days of receipt of the above-described written notification of claim the Owner will advise the Contractor of the Owner's decision to accept or reject the claim or claims, if full or part. If the Contractor is dissatisfied with the decision of the Owner under this Subparagraph, the Contractor may preserve its claim as provided and prescribed by **Subparagraph 5.03.06**.

5.03.06 Preservation of Claims – Within forty-five (45) days after a rejection of claim, in whole or in part, the Owner under **Subparagraph 5.03.03, 5.03.04, or 5.03.05**, the Contractor may preserve its claim by submitting a fully documented claim package to the Owner. That package shall include substantiating documentation with an itemized breakdown of the Contractor's and Subcontractor's cost on a daily basis which shall include, but not limited to, labor, material, equipment, supplies, services, overhead and profit. All documentation that the Contractor believes is relevant to the claim shall be provided in the claim package including without limitation, payroll records, purchase orders, quotations, invoices, estimate, correspondence, profit and loss statements, daily logs, ledgers and journals. Failure to submit the claim package in full compliance with this requirement, and/or maintain cost records as herein required will constitute a waiver of the claim.

If the Contractor elects to pursue any claims by filing a lawsuit against the Owner, it must commence such lawsuit within six (6) months after the date of Substantial Completion. Failure to commence a lawsuit within this time limit shall constitute a waiver of all such claims by the Contractor.

#### 5.04 The Owner's Rights to Damages

5.04.01 Liquidated Damages for Delay – Time is of the essence for the performance of the Work under this Contract. If the Contractor fails to substantially complete the Work within the Contract Time, the actual damage to the Owner for the delay will be substantial but will be difficult or impractical to determine. It is therefore agreed that the Contractor will pay to the Owner, not as a penalty but as liquidated damages, the amount of one-thousand dollars (\$1,000.00) per day for each and every calendar day afterwards that the project remains uncompleted beyond the time limit set.

5.04.02 Payment of Liquidated Damages Not a Bar to the Owner's Right to Other Damages – Payment of liquidated damages shall not release the Contractor from obligations in respect to the complete performance of the Work, nor shall the payment of such liquidated damages constitute a waiver of the Owner's right to collect any additional damages which it may sustain by failure of the Contractor to fully perform the Work, it being the intent of the parties that the aforesaid liquidated damages by full and complete payment only for failure of the Contractor to complete the Work on time. The Owner expressly reserves the right to make claims for any and all other damages which the Owner may incur due to the Contractor's failure to perform in strict accordance with this Contract.

5.05 Arbitration – Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Contract. Subject to the conditions and limitations of this Paragraph, any controversy or claim arising out of or relating to this Contract which remains unresolved after such negotiations, shall be exclusively settled by arbitration under the laws of the State of Oregon in accordance with the *Commercial Arbitration Rules of the American Arbitration Association*. All disputes shall be held in Umatilla, Oregon. However, all disputes concerning the Owner's right to the equitable remedy of specific performance shall not be subject to arbitration, but shall be decided exclusively by a court of competent jurisdiction in Union County, Oregon, under the laws of the State of Oregon.

The Contractor agrees to consolidation of any arbitration between the Owner and the Contractor with any or other arbitration involving, arising from, or relating to this Contract or otherwise involving the transfer, transport, collection or disposal of waste by the Owner.

In the event that the Owner determines, in its sole opinion, that the public interest requires a speedy resolution of any controversy or claim regardless of the amount, the Owner shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the *Commercial Arbitration Rules of the American Arbitration Association (Rules 54 through 58)*.

In no event shall submission of a dispute arising out of this Contract, by either party, relieve the Contractor of its obligation to fully perform the requirements of the Contract as directed by the Owner, pending resolution of the dispute pursuant to the procedures set forth in this Article. In the event the Contractor, in the Owner's opinion, fails to perform the requirements of the Contract pending resolution of a dispute, the Owner shall be entitled to exercise its rights to impose liquidated damages pursuant to **Subparagraph 5.04.01**, or terminate the Contract altogether.

Each party hereto and the Contractor's Surety accept jurisdiction of the courts of the State of Oregon for the purposes of commencing, conducting and enforcing such arbitration proceedings and agrees to accept notice in writing set by certified letter addressed to said party of intention with the same effect as though personally served therewith in the State of Oregon. The decision of the arbitrator shall be final and findings upon both parties and the Contractor's Surety who here by agree to proceed to enforce any decision or award made by an arbitrator under this section.

## **ARTICLE VI – OTHER PROVISIONS**

This agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in Three (3) copies each of which shall be deemed an original on

this date of \_\_\_\_\_, 2018.

**City of Umatilla**, Owner

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor, City of Umatilla

Title: City Manager, City of Umatilla

Contractor: \_\_\_\_\_

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## PERFORMANCE AND PAYMENT BONDS

Know all persons by these presents, that \_\_\_\_\_, hereinafter called the PRINCIPAL, and \_\_\_\_\_ a CORPORATION or partnership duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto the City of Umatilla, Oregon, hereinafter called the OBLIGEE in the sum of DOLLARS \_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, \_\_\_\_\_ (Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ Day of \_\_\_\_\_, entered into a contract with the OBLIGEE, for "6TH STREET WATERLINE IMPROVEMENTS REVISION 2" for which Contract Documents consist of:

- "Invitation to Bid"
- "Instructions to Bidders"
- "Bid Proposal"
- "Bid Schedule"
- "Bidder's Warranty"
- "Contract Forms"
- "Agreement for Construction"
- "Performance and Payment Bond"
- "Wage Requirements"
- "Special Provisions"
- "Standard Specifications"
- "Revisions to General Conditions"
- "Supplemental Technical Specifications"
- "Construction Drawings"
- "Addenda"

as hereunto attached and made a part hereof, whereby said PRINCIPAL undertakes to furnish all labor and equipment, and materials in accordance with all the terms and conditions set forth in said contract documents; to promptly make payment for all labor, services, material, and sums due the Workmen's Compensation Board or equivalent, The Collector of Internal Revenue, and the Treasurer of the State of Oregon; to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; to do and perform all things in said contractor documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

Now, therefore, if said PRINCIPAL herein; shall promptly pay all persons furnishing labor, services and material, and Workmen's Compensation Insurance or equivalent, and Social Security and unemployment compensation, to him/her and to his/her subcontractors, or to their assigns, on or about said work; shall, commencing with the date hereof and continuing for one (1) year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; shall, in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said contract undertaken, and as by law state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

Provided, however, that this bond is subject to the following further conditions:

- (a) All material, men, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on the bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceedings instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgement rendered thereon.
- (b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.
- (c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
- (d) The principal herein shall faithfully and truly observe and comply with the terms of the contract, and shall well and truly perform all matters and things by him/her undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any Lien or claim to be filed or material furnished, and shall promptly pay all contributions or amount due the Workmen's Compensation Board or equivalent and all contributions or amounts due the State Employment compensation Trust Fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to State Tax Commission pursuant to ORS 316.711 and shall promptly as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention incidental to sickness or injury to the employees for such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL, by the laws of this state.



This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

In witness whereof, the parties hereto have caused this bond to be executed in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "General Conditions", with all corrections, interlineations, signatures, etc., completely reproduced therein.

**RESOLUTION NO. 14 – 2019**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
BETWEEN THE CITY OF UMATILLA AND THE CONFEDERATED TRIBES OF THE  
UMATILLA INDIAN RESERVATION FOR MASTER CULTURAL SERVICES**

**WHEREAS**, the Confederate Tribes of the Umatilla Indian Reservation is a sovereign governmental entity representing Native American culture having an interest in the preservation and protection of its Treaty rights and cultural heritage both within the boundaries of the Umatilla Indian Reservation and within the CTUIR's land ceded by the Treaty of 1855 and aboriginal use areas; and

**WHEREAS**, the City of Umatilla is an incorporated, home rule charter City under the laws of the State of Oregon; and

**WHEREAS**, the purpose of this agreement is to establish a professional services relationship between the City of Umatilla and CTUIR for archaeological, anthropological, and ethnographic services.

**NOW, THEREFORE BE IT RESOLVED**, the City of Umatilla does hereby authorize the Mayor to sign a Master Cultural Services Consulting Agreement with the Confederate Tribes of the Umatilla Indian Reservation

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

---

Daren Dufloth, Mayor

ATTEST:

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Nanci Sandoval, City Recorder



# MASTER CULTURAL SERVICES CONSULTING AGREEMENT

## Master Agreement Cost Center: **XXX-XXX**

This master cultural services consulting agreement is dated as of **October 1, 2018**, and is between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe acting through its Cultural Resources Protection Program (the “CONSULTANT”), and the **City of Umatilla** (the “COMPANY”).

### 1. Master Agreement

1.1 Scope of Work. This agreement will be implemented in the form of specific Task Orders issued by the COMPANY through its representative and performed by the CONSULTANT. Task Orders will be in writing and signed by both parties prior to beginning any of the work to be performed under a Task Order. Task Orders shall be issued in accordance with the general format outlined in **Schedule C**. The general services (“Services”) to be provided under this agreement and each issuing Task Order is detailed in **Schedule A**.

1.2 Payment. The COMPANY agrees to pay the CONSULTANT on a cost reimbursement basis in accordance with the terms outlined in **Schedule B** for work performed under each Task Order. Task Orders will specifically identify the work to be performed and the amount owed for performance of that work.

1.3 Term. This agreement commences on the date written above and terminates on **December 31, 2020** unless otherwise terminated earlier.

1.4 Designated Contact. The representative for the COMPANY is **Teara Farrow Ferman**. The representative for the CONSULTANT is **[insert name]**.

### 2. Independent Contractor.

2.1 Independent Contractor. The CONSULTANT agrees to employ, at its own expense, all personnel reasonably necessary to perform the Services. These personnel are not employees of the COMPANY. The CONSULTANT shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, state, or federal laws. The CONSULTANT is an independent contractor. The CONSULTANT is not an agent or employee of the COMPANY. The CONSULTANT and the COMPANY are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 Subcontractors. In addition to personnel employed directly by CONSULTANT, CONSULTANT has the right to engage such subcontractors as it may deem necessary to perform the Services.

### 3. Representations, Warranties, and Duties

3.1 Professional Work. The CONSULTANT shall perform Services in a professional, thorough, and skillful manner consistent with their profession’s standards in the Pacific Northwest region.

3.2 Compliance with Laws. The CONSULTANT shall comply with all applicable tribal, state, local, and federal laws.

3.3 Safety. The CONSULTANT shall perform all work in a safe manner.

3.4 Information Necessary for Timely Performance. To permit CONSULTANT to render the Services, COMPANY shall, at its expense and in a timely manner:

3.4.1 Provide information concerning the Services as CONSULTANT may require from time to time to enable CONSULTANT to complete the Services;

3.4.2 Promptly inform CONSULTANT of any pending or confirmed changes in the Services;

3.4.3 Promptly review all documents and materials submitted to COMPANY by CONSULTANT for COMPANY’S comment to avoid unreasonable delays in the progress of the Services; and

3.4.4 Promptly notify CONSULTANT of any fault or defect in the Services provided.

3.5 No Other Warranties. CONSULTANT provides no warranty, representation, or certification whether expressed or implied other than those specifically stated in section 3 of this Agreement.

### 4. Mutual Indemnification

4.1 Indemnification. Each party shall defend, hold harmless, and indemnify the other party and their officers, employees, and agents (the “Indemnified Party”) against all losses, liabilities, claims, damages, costs or expenses, including reasonable attorney’s fees and expenses (collectively, “Claim”) that are brought against the Indemnified Party arising out of or related to (1) any personal injury, death or property damage caused by any act, omission, error, fault, mistake or negligence of the indemnifying party or its employees, agents, or subcontractors related to this agreement, (2) any act or omission by the indemnifying party that constitutes a non-trivial (from the perspective of a reasonable person in the position of the Indemnified Party) breach of this agreement including, without limitation, any misrepresentation or breach of warranty, or (3) the infringement of any patent, copyright, trade secret or other proprietary right arising from delivery, use, or performance of the Services. This duty includes costs incurred by the Indemnified Party in assuming their own defense. The CONSULTANT’S obligation under this section shall not extend to any Claim primarily caused by (1) the negligent or intentional misconduct of an Indemnified Party, or (2) the COMPANY’S modification of goods or services without the CONSULTANT’S approval and in a manner inconsistent with the purpose and proper use of those goods or services.

4.2 Written Authorization. Any legal counsel purporting to represent the interests of an Indemnified Party shall first obtain written authorization from the Indemnified Party. The Indemnified Party may assume their own defense at any time when it determines in its sole discretion that (1) proposed counsel is prohibited from the particular representation contemplated; (2) counsel’s representation is inadequate; (3) important party interests are at stake; or (4) it is in the best interest of the Indemnified Party.

### 5. Document Ownership

5.1 Ownership. The COMPANY shall own all reports provided pursuant to this agreement. All information contained within any such report that pertains to information concerning the location of archaeological sites or objects shall be kept confidential as a trade secret of CONSULTANT (“Confidential Information”). All other intellectual property, including but not limited to work product, shall be the property of the CONSULTANT.

5.2 Authority to Publish. CONSULTANT has unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or part, any reports, data, plans, or any other material prepared by CONSULTANT.

5.3 Trade Secret. Some information and technology of the CONSULTANT is confidential, proprietary, or otherwise a trade secret, including but not limited to reports produced under this agreement, information concerning the location of archaeological sites or objects, other cultural resources, oral histories of CONSULTANT'S members, and compilations of information not generally known or reasonably ascertainable to the public.

5.4 CONSULTANT'S Withholding of Information. Any information may be withheld by the CONSULTANT if, in their sole discretion, they believe it may be subject to public disclosure under the public disclosure act(s) of COMPANY, if any, notwithstanding the consequences of withholding the information.

5.5 COMPANY'S Non-disclosure of Information. If applicable, the COMPANY shall withhold from public disclosure any and all information obtained from the CONSULTANT that is subject to an exclusion under the COMPANY'S state or federal public disclosure act(s). Specifically, all oral histories, stories, archaeological or cultural resource information pertaining to specific sites or objects, and any other information that is not generally known or ascertainable, shall be considered trade secrets of the Tribes as that term is defined in the Uniform Trade Secrets Act, and the COMPANY shall assert that as a basis for exemption in any request for information. In addition, the COMPANY shall withhold from public disclosure all records, maps or other information identifying the location of any and all archaeological sites including information related to the study being conducted.

5.6 Disclosure to Employees. COMPANY shall restrict access to the Confidential Information provided to it only to employees of the COMPANY who clearly need such access in order to obtain any and all necessary permits and authorizations from any state or federal governmental entity for the operation of the project provided the employee has been instructed to comply with the terms of this agreement.

5.7 Discovery. If COMPANY receives a discovery request to disclose Confidential Information, COMPANY shall immediately notify CONSULTANT. In the event of a discovery request COMPANY shall work with CONSULTANT to prevent disclosure, whether by agreement with third parties or by seeking a court protective order, on the ground that the Confidential Information is a trade secret of CONSULTANT and contains sensitive cultural resource information.

## 6. Insurance

6.1 Generally. CONSULTANT shall maintain the following insurance:

- (a) Commercial General Liability Insurance in the amount of one million dollars each occurrence and two million dollars aggregate.
- (b) Commercial Automobile Liability Insurance in an amount equal to one million dollars for all vehicles used in performance of the Services.
- (c) Worker's Compensation Insurance as required by applicable law.

## 7. Termination

7.1 For Convenience. Either party may terminate this agreement by giving to the other party 10 days' prior written notice. The notice shall specify the effective date of termination. Termination will not alter payment terms or give rise to any equitable claim for reimbursement.

7.2 Breach of Agreement. Either party may immediately terminate this agreement by written notice following a material breach by the other party.

## 8. General Terms

8.1 Choice of Law. The laws of the State in which the Services are being performed shall govern this agreement.

8.2 Severability. Any provision of this agreement held to be unenforceable will not affect the enforceability of any other provision.

8.3 Terminology. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation to". The word "or" is not exclusive. Headings are provided for convenience and do not affect meaning. Any reference to a time of day is to the time in Pendleton, Oregon.

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through certified mail or a reputable overnight courier. Representative addresses are as follows:

The CONSULTANT:

CTUIR  
Cultural Resources Protection Program  
46411 Timine Way  
Pendleton, Oregon 97801  
Attention: Teara Farrow Ferman  
Telephone: (541) 276-3447  
Facsimile: (541) 429-7203

The COMPANY:

City of Umatilla  
[P.O. Box 130  
Umatilla, OR 97882]  
Attention: City Manager  
Telephone: (541) 922-3226  
Facsimile: (541) 922-5758

8.5 Entire Agreement. This agreement supersedes all prior or contemporaneous oral or written agreements between the parties.

8.6 Amendments. No change, amendment or modification of this agreement is valid unless it is in writing and executed by the parties.

8.7 Assignment. This agreement is not assignable by the CONSULTANT and binds any successor.

8.8 Survival. The requirements of Sections 3, 4 and 5 survive termination of this agreement.

8.9 No General Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this agreement does not constitute a general waiver or relinquishment of that term.

8.10 No Construction Against Drafter. Each party has participated in negotiating and drafting this agreement. If any ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

8.11 Sovereign Rights. Nothing in this Agreement constitutes a waiver of CONSULTANT'S rights as a sovereign.

This agreement is signed as of the date stated in the introductory clause and may be executed in counterparts or by facsimile.

**CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION, CULTURAL RESOURCE PROTECTION  
PROGRAM (CONSULTANT)**

**City of Umatilla (COMPANY)**

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Eric Quaempts  
Interim Executive Director

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Daren Dufloth  
Mayor

**Attachments:**

**Schedule A, Scope of Work  
Schedule B, Project Budget  
Schedule C, Task Order Form**

## SCHEDULE A: Scope of Work

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### Purpose

The Confederated Tribes of the Umatilla Indian Reservation's Cultural Resources Protection Program (CONSULTANT) provides professional cultural resource consulting services. Services include oral history interviews, traditional use studies, file and literature searches, archaeological monitoring, cultural resource inventory surveys, testing and evaluations, and ground penetrating radar.

The purpose of this agreement is to establish a professional services relationship between the City of Umatilla (COMPANY) and the CONSULTANT for archaeological, anthropological and ethnographic services.

Each time the COMPANY desires the services of the CONSULTANT, the COMPANY shall first submit a request for work to the CONSULTANT. The request for work shall contain an accurate area of potential effect (APE) for the proposed undertaking that includes access and staging areas, a project description including the depth and extent of any ground disturbance activities, maps, photos, construction plans, a timeframe for the requested services and any other information of relevance to the undertaking.

Upon review of the information provided, the CONSULTANT will submit a TASK ORDER that includes a scope of work (SOW) to be performed and a budget for services. These documents will indicate the tasks to be performed including anticipated time, materials and equipment necessary to carry out the project.

## SCHEDULE B: Project Budget

- I. **PAYMENT TERMS.** COMPANY shall reimburse CONSULTANT for services performed consistent with the following salary schedule.
- II. The salary schedule and all rates will be updated on an annual basis for the life of this agreement and will be reflected in the TASK ORDERS. The salary schedule and rates are reflective of the current approved federal government rates in accordance with the CTUIR Fiscal Management Policy and GSA.
- III. To the extent that the COMPANY requires the CONSULTANT to provide services in excess of 40.0 hours in any given work week, the COMPANY shall compensate the CONSULTANT for such excess hours at a rate of time and a half (1.5). Federal holidays will be compensated at a rate of 1.5 if worked.
- IV. The following rates are effective through December 31, 2018.

### A. PERSONNEL

#### 1. Salaries and Wages

##### *Personnel*

Program Manager	\$48.80
Senior Archaeologist	\$34.87
Field Director	\$30.33
Archaeological Field Technician	\$20.77

#### 2. Benefits

Fringe @ 39%

### B. NON-PERSONNEL

##### *Item*

Vehicle Expense	\$0.545/mile
Daily GSA Lease Fee	\$17.50/day
Supplies	Project dependent
Equipment Fee	Project dependent

### C. INDIRECT COST

Indirect Cost @ 42%

**Each Task Order will indicate the total amount to be reimbursed for that task.**

## II. PAYMENT PROCEDURES.

- A. CONSULTANT shall submit invoices for reimbursement of work performed on a quarterly basis for each Task Order issued to: Enter Name Here
- B. Invoices must clearly list appropriate task order number.
- C. The COMPANY will reimburse the CONSULTANT for invoices within thirty-five (35) days of receipt.



*This is a Task Order issued pursuant to a Master Cultural Services Consulting Agreement. All terms and conditions of the master agreement are in full force and effect for this Task Order document.*

**Task Schedule**

Task Start Date: **XXX**

Task End Date: **XXX**

**Scope of Task Order**

1. The CONSULTANT authorizes the COMPANY to subcontract services to Ataw Consulting LLC. as necessary.
2. Attend construction and safety meetings with the CONSULTANT as necessary.
3. Observe ground-disturbing activities associated with **the removal of the foundation and any accompanying construction debris associated with the demolition of the building on the corner of 6<sup>th</sup> Street and G Street in the City of Umatilla.**
4. Document any archaeological isolates observed during monitoring. If an archaeological site is discovered and additional cultural resource work is deemed necessary, that work is not covered under this budget.
5. Upon completion of ground-disturbing activities, prepare a report of findings to submit to the CONSULTANT and the Oregon State Historic Preservation Office.

**Task Cost**

The daily monitoring rate to perform the necessary work is estimated at **\$1,032.10**. An itemized cost estimate is attached and by reference made part of this task assignment.

**Consultant Information**

Name: CTUIR Contact: Cultural Resources Protection Program Manager

Address: 46411 Timine Way, Pendleton, Oregon 97801 Phone: (541) 276-3447

**Task Order Approval**

**CONFEDERATED TRIBES OF THE UMATILLA  
 INDIAN RESERVATION (CONSULTANT)**

**CITY OF UMATILLA (COMPANY)**

**Eric Quaempts**

**Daren Dufloth**

**Interim Executive Director**

**Mayor**

**Date**

**Date**



**SCHEDULE C: Daily Monitoring Rate**  
**Task Order #: 2018-001**  
**Task Order Cost Center: XXX**

**I. PAYMENT TERMS.** The COMPANY shall reimburse the CONSULTANT for services performed consistent with the following Task Order Budget. To the extent that the COMPANY requires the CONSULTANT to provide services in excess of 40.0 hours in any given work week, the COMPANY shall compensate the CONSULTANT for such excess hours at a rate of time and a half (1.5). Federal holidays will be compensated at a rate of 1.5 if worked.

**A. PERSONNEL**

**1. Salaries and Wages**

<i>Personnel</i>	<i>Rate</i>	<i>Hours</i>	<i>Total</i>
Program Manager	\$48.80	0.5	\$24.40
Senior Archaeologist	\$34.87	4.0	\$139.48
Field Director	\$30.33	10.0	\$303.30
SUBTOTAL:			\$467.18

**2. Benefits**

Fringe @ 39%: \$182.20

SUBTOTAL: \$649.38

**B. NON-PERSONNEL**

<i>Item</i>	<i>Miles</i>	<i>\$/Mile</i>	<i>Total</i>
Vehicle Expense	110	\$.545	\$59.95
Daily GSA Lease Fee			\$17.50
SUBTOTAL:			\$77.45

SUBTOTAL PERSONNEL AND NON-PERSONNEL: \$726.83

**C. INDIRECT COST**

Indirect Cost @ 42%: \$305.27

**D. DAILY MONITORING RATE:** \$1,032.10

The Salary Schedule is based upon 2018 rates. Mileage and Per Diem rates are subject to change and are based upon the approved federal rates established by GSA for the fiscal year. The Budget is based upon a 10.0 hour work day including travel time or a 40.0 hour work week. If the staff member is required to work more/fewer hours, the costs will change. This budget is valid until December 31, 2018.

**RESOLUTION NO. 15-2019**

**A RESOLUTION AUTHORIZING MAYOR TO SIGN A LETTER OF SUPPORT FOR A WATER FEASIBILITY GRANT APPLICATION TO OREGON WATER RESOURCES DEPARTMENT.**

**WHEREAS**, the City of Umatilla is pursuing funding for a Feasibility Study of Hydraulically connected wells near the Columbia River; and

**WHEREAS**, the Ducote Consulting has prepared a grant application on behalf of the City; and

**WHEREAS**, the grant application is time-sensitive.

**NOW, THEREFORE, BE IT RESOLVED as follows:**

1. The Mayor is hereby authorized to sign the letter of support for a water feasibility grant application.

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
DAREN DUFLOTH, MAYOR

ATTEST:

\_\_\_\_\_  
NANCI SANDOVAL, CITY RECORDER



# City of Umatilla

700 6<sup>th</sup> Street, PO Box 130, Umatilla, OR 97882  
City Hall (541) 922-3226 Fax (541) 922-5758

October 2, 2018

OREGON WATER RESOURCES DEPARTMENT

Attention: Grant Program Coordinator

725 Summer Street NE, Suite A

Salem, OR 97301

RE: City of Umatilla Application for Feasibility Study Grant

The City of Umatilla is pursuing funding for a Feasibility Study of hydraulically-connected wells near the Columbia River. Mr. Nick Ducote, Ducote Consulting has prepared a grant application on behalf of the City. The grant will be an essential step in city development of our 23 CFS Columbia River Water Right.

The timing is important as we intend to provide the water to a major industrial water user whom city currently provide water from one of the city groundwater wells. Columbia River water is a more suitable source for the industrial client than groundwater that contains high silica content. Additionally, use of Columbia River water would alleviate some of the demand on the groundwater supply which is located within the Buttercreek Critical Groundwater Area. In the North SubArea of the Buttercreek CGWA, city is the only permit holder with permission to use groundwater.

City appreciates the State and OWRD Feasibility Grant Program which is intended to offset some of the upfront costs of designing and planning for sustainable municipal water supplies. City agrees to meet financial and other obligations required of the grant program. If you have questions of city staff, please contact Tamra Mabbott, Community Development Director or Melissa Ince, Finance Director/Deputy City Manager.

On behalf of the city, thank you for your consideration and support of this grant application.

Sincerely,

Mayor Daren Dufloth

**RESOLUTION NO. 16-2019**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF UMATILLA AND DAVID STOCKDALE**

**WHEREAS**, the Charter of the City provides in Chapter VIII, Appointive Officers, Section 33, The City Manager be appointed by a majority of the council; and

**WHEREAS**, the City hired Prothman as the recruiting company to conduct a nationwide search for candidates; and

**WHEREAS**, the Mayor created the City Manager Recruitment Committee to facilitate the hiring process; and

**WHEREAS**, the City Manager Recruitment Committee conducted multiple interviews of candidates, selected finalists, and held a public forum to receive input from the community and employees; and

**WHEREAS**, after deliberation, the Council wishes to employ David Stockdale as the City Manager of the City of Umatilla, who the Council determined to be the best candidate to fill the position.

**NOW, THEREFORE, BE IT RESOLVED as follows:**

1. The Council appoints David Stockdale as the City Manager for the City of Umatilla, Oregon, effective October 16, 2018, subject to terms and conditions of the Employment Agreement
2. The Mayor is hereby authorized and directed to execute the Employment Agreement with David Stockdale.

**PASSED** by the Council and **SIGNED** by the Mayor this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
DAREN DUFLOTH, MAYOR

ATTEST:

\_\_\_\_\_  
NANCI SANDOVAL, CITY RECORDER



# City of Umatilla

700 6<sup>th</sup> Street, PO Box 130, Umatilla, OR 97882  
City Hall (541) 922-3226 Fax (541) 922-5758

October 2, 2018

Sergeant Bill Osborne ✓  
Hermiston Police Department  
330 South First Street  
Hermiston, OR 97838

Officer Timothy Miers  
Hermiston Police Department  
330 South First Street  
Hermiston, OR 97838

Dear Sergeant Osborne and Officer Miers:

Thank you so much for coming to Umatilla City Hall on September 25, 2018, to provide the Civilian Response to Active Shooter Events (CRASE) training. Your program educated office staff and Public Works Department staff on the importance of individual actions during an incident. The training shared tools and techniques with city staff that could help reduce the chances of individual harm in high-stress situations such as a gunman opening fire inside the building.

Staff shared with me a few of the highlights, including the ADD (Avoid, Deny, and Defend) tactic, understanding different levels of stress, the three stages of disaster response, and the moral and legal right each individual has to defend him or herself. Other messages such as the importance of being aware of one's surroundings, appropriate dress when visiting places with huge crowds, and how to react when facing a dangerous situation, were compelling. Overall the CRASE training taught staff how to respond decisively in an emergency.

On behalf of the City of Umatilla, I would like to say "Thank You" for your generosity of time and dedication to provide training on this important topic. Umatilla appreciates the collegial and supportive relationship with our neighboring city of Hermiston. We look forward to opportunities for future partnerships.

Sincerely,

Mayor Daren Dufloth

Cc: Mayor Dave Drotzman  
Byron Smith, Hermiston City Manager  
Jason Edmiston, Hermiston Police Chief



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700 6<sup>th</sup> Street, PO Box 130, Umatilla, OR 97882  
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October 2, 2018

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Mayor Daren Dufloth

Cc: Mayor Dave Drotzman  
Byron Smith, Hermiston City Manager  
Jason Edmiston, Hermiston Police Chief



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October 2, 2018

## MANAGERS REPORT FOR October 2, 2018 CITY COUNCIL MEETING

### 5. PRESENTATIONS

5.1 The Hermiston Nazarene Church will be talking about their annual community volunteer clean up event on November 18<sup>th</sup>. The committee will tell Council about their event and offer to work on projects in Umatilla.

5.2 Dr. Derek Earl of Family Health Associates will introduce himself and announce the grand opening of FHA at the Umatilla Hospital Clinic.

### COMMITTEE REPORTS

9.1 Two applications were submitted for one vacant position of City Planning Commission.

### 1. NEW BUSINESS

**11.1 Public Hearing on Ordinance 829 - An Ordinance Repealing Title 2, Chapter Six of the Umatilla, Oregon City Code, Ordinance No. 807, Retaining Title 2, Chapter Six By Name Only, and Amending Title 4, Chapter One of the Umatilla, Oregon City Code**

**11.2 Ordinance No. 829 - An Ordinance Repealing Title 2, Chapter Six of the Umatilla, Oregon City Code, Ordinance No. 807, Retaining Title 2, Chapter Six By Name Only, and Amending Title 4, Chapter One of the Umatilla, Oregon City Code**

This Public Hearing and Ordinance will implement the Code Enforcement Code changes as recommended by Committee appointed by Mayor Dufloth.

**11.3 Resolution No. 10-2019 – A Resolution Authorizing Interim City Manager Mabbott to Sign an Easement with the Port of Umatilla**

The Easement will allow city to construct Industrial Wastewater Pipelines for industrial customers at Port.

**11.4 Resolution No. 11-2019 – A Resolution Authorizing Interim City Manager Mabbott to Sign an Easement with JM Eagle** The Easement will allow city to construct Industrial Wastewater Pipelines for industrial customers at Port.

**11.5 Resolution No. 12-2019 – A Resolution Authorizing Interim City Manager Mabbott to Sign the Notice of Award For Construction for the City of Umatilla Sixth Street Waterline Improvement Project.** Finance Director/ City Manager has worked closely with city engineering firm and city attorney to insure the process was properly promulgated. This resolution authorized the Interim City Manager to sign the notice of award for construction.

**11.6 Resolution No. 13-2019 – A Resolution Authorizing the Mayor to Sign an Agreement for Construction with Jesse Rodriguez Construction** Finance Director/Deputy City Manager has worked closely with city engineering firm and city attorney to insure the process was properly promulgated.

**11.7 Resolution No 14 – 2019 – A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement with CTUIR for Master Cultural Service Consulting** City staff met with CTUIR Department of Natural Resources and Cultural Resources staff to discuss a number of initiatives in Umatilla. CTUIR proposed a master agreement which will expedite the process for CTUIR Cultural Resources staff to conduct field inspections of properties in city.

**11.8 Resolution No. 15-2019 – Resolution authorizing Mayor to Sign a Letter of Support for a Water Feasibility Grant Application to Oregon Water Resources Department.** Staff has been working with Nick Ducote, Ducote Consulting, and engineers to develop a project scope and grant application for the next phase of the 23 CFS project.

**11.9 Resolution No 16-2019 - Authorizing the Mayor to Sign an Employment Agreement Between the City of Umatilla and David Stockdale**

2. **CORRESPONDENCE**

12.1 Thank You Letter to Sergeant Bill Osborne

12.2 Thank You Letter to Training Officer Timothy Miers

Letters of appreciation to Hermiston Police Department staff who provided CRASE training to City Hall and Public Works Department staff on September 25<sup>th</sup>.