

**UMATILLA CITY COUNCIL
A G E N D A
COUNCIL CHAMBERS
DECEMBER 04, 2018
7:00 P.M.**

- 1. MEETING CALLED TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. PRESENTATION**
- 6. APPROVAL OF MINUTES**
 - 6.1 November 6, 2018 *pages 1 – 3*
 - 6.2 November 20, 2018 *page 4*
- 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 7*
 - b. All Remaining Invoices *pages 5 - 20*
 - 8.2 Resolution No. 24 – 2019 – A Resolution to Authorize the City Manager to Sign Amendment No. 1 to Department of the Army Easement for Pipeline Right-of-Way No. DACW68-2-18-19 in the Amount of \$19,000 According to the Terms of the Agreement *pages 21-34*
 - 8.3 Resolution No. 25 – 2019 – Resolution Authorizing the City Manager to Sign a Renewal Agreement for Contract DACW57-1-94-0008 between the City and the U.S. Army Corps of Engineers *page 35*
 - 8.4 Resolution No. 26 – 2019 Resolution Awarding City Staff Two Additional Floating Holidays to be Used on December 24, 2018 and December 31, 2018 *page 36*
 - 8.5 2019 Meeting and Holiday Calendar *page 37*
- 9. COMMITTEE REPORTS**
 - 9.1 Planning Commission
 - a. Hilda Martinez *page 38*
 - b. Heidi Sipe *page 39*
 - c. Mark Keith *page 40*
 - d. Keith Morgan *page 41*
 - e. Bruce McLane *page 42*
 - f. Larry Hardy *page 43*
 - 9.2 Parks & Recreation Committee
 - a. Richard Payan *page 44*
 - 9.3 Library Board
 - a. Judy Simmons *page 45*
 - 9.4 Transient Room Tax Committee

- a. EconoLodge (Quinones) *page 46*

10. UNFINISHED BUSINESS

11. NEW BUSINESS

- 11.1 Resolution No. 27-2019 – Resolution Authorizing City Manager David Stockdale to Sign and Inmate Work Program Agreement between the Oregon Department of Corrections and the City of Umatilla *pages 47 - 55*
- 11.2 Resolution No. 28-2019 – Sixth Street Waterline Project Easement
- 11.3 Resolution No. 29-2019 – Resolution Authorizing City Manager Stockdale to Sign and Easement with A.T. Chase, LLC, for the Right to Construct, Install, Operate, Maintain, Repair and Replace a Low-Strength Industrial Pipeline and Related Infrastructure on Property Owned by A.T. Chase, LLC. Industrial Waste Water Line *pages 56 - 65*
- 11.4 Resolution No. 30 – 2019 – Resolution Authorizing the Mayor to Sign Intergovernmental Grant Agreement Number C2018295 between the City of Umatilla and the State of Oregon Acting By and Through Its Oregon Infrastructure Authority (OBDD) of the Oregon Business Development Department For Purposes of an Income Survey Reimbursement *pages 66 - 71*
- 11.5 Resolution No. 31 – 2019 – Resolution Authorizing City Manager to Sign the Notice of Acceptability for Wanapa Road *pages 72 - 89*
- 11.6 Resolution No. 32 – 2019 – Resolution Authorizing a Monetary Donation from the Umatilla High School Key Club for use on the Kiwanis Falls Improvement Project *page 90*
- 11.7 Resolution No. 33 – 2019 – Resolution Authorizing a Monetary Donation from the Hermiston Kiwanis Club for the Purchase of Lights for the Basketball Courts at Kiwanis Park in McNary *page 91*
- 11.8 Mayor and City Council Members Service Recognition Awards
- 11.9 Certification of Election *page 92*

12. CORRESPONDENCE

13. PUBLIC COMMENT: *See #7

14. MAYOR'S MESSAGE

15. STAFF REPORT

- 15.1 Manager's Report *pages 93 – 95*

16. COUNCIL INFORMATION & DISCUSSION

17. ADJOURN TO EXECUTIVE SESSION

- 17.1 To Consider Real Property Transaction ORS 192.660(2)(e)
- 17.2 To Consult with Legal Counsel regarding litigation likely to be filed. ORS 192.660 (2)(h)
- 17.3 To Consult with Legal Counsel regarding litigation likely to be filed. ORS 192.660 (2)(h)

18. RECONVENE

19. NEW BUSINESS

- 19.1 To Consider a Real Property Transaction

20. ADJOURN

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**CITY OF UMATILLA
COUNCIL MEETING
November 6, 2018**

1. **CALLED TO ORDER:** Mayor Dufloth called the council meeting to order at 7:00pm.
2. **ROLL CALL**
PRESENT: Councilors Keith, Roxbury, Ray, Wheeler, Torres – Medrano, and TenEyck.
STAFF PRESENT: Recorder Sandoval, Community Development Director Mabbott, Deputy City Manager Ince, and City Manager Stockdale.
3. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited at 7:01pm.
4. **APPROVAL OF AGENDA:**
Councilor Ray moved to approve the agenda. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.
5. **PRESENTATION:** None.
6. **APPROVAL OF MINUTES:** Councilor Ray noted that on the October 16, 2018 minutes, Mayor Dufloth did not call the meeting to order. Councilor TenEyck moved to approve the October 2, 2018 and October 16, 2018 with the correction noted by Councilor Ray for the October 16, 2018 minutes. Seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.
7. **PUBLIC COMMENT:**
Judy Simmons – Let Council know there would be a Christmas boutique with a wine and cheese tasting held at the Museum on November 16 from 6PM – 8PM. Tickets could be purchased at the door.

Corey Riner – He asked Council to consider lifting the ban on mobile food vendors. He was hoping to start a small business on Sixth Street.

Moved by Councilor TenEyck to approve CRIS, Inc. invoice. Seconded by Councilor Roxbury. Voted: 5-1-0. Councilor Ray abstained. Motion carried.

Moved by Councilor TenEyck to approve All Remaining Paid Invoices and the Court Report. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.
8. **COMMITTEE REPORTS:** None.
9. **CONSENT AGENDA:** None.
10. **UNFINISHED BUSINESS:** None.
11. **NEW BUSINESS:**

Resolution No. 21-2019 – A Resolution Authorizing the Mayor to Sign an Agreement to Pay Administrative Fees and Costs in Connection with the Issuance of an Out Grant Between the Department of the Army and the City of Umatilla and the Confederated Tribes of the Umatilla Indian Reservation, and to Accept a Donation in the Amount of \$10,000 from the Confederated Tribes of the Umatilla Indian Reservation.

Moved by Councilor Ray to approve Resolution No. 21 – 2019. Seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

Resolution No. 22-2019 – A Resolution Authorizing the Mayor to Sign a Memorandum of Understanding between the Oregon Department of Land Conservation and Development and the Cities of Echo, Stanfield and Umatilla.

Moved by Councilor Torres – Medrano to approve Resolution No. 22 – 2019. Seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

Resolution No. 23-2019 - A Resolution Authorizing the Mayor to Sign a Subsidized Transportation Service for Senior and Disabled Citizens Contract and to Accept \$4,000 from the City of Hermiston from Their Special Transportation Fund.

Moved by Councilor TenEyck to approve Resolution No. 23 – 2019. Seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.

12. CORRESPONDENCE: None.

13. PUBLIC COMMENT: Judy Simmons clarified the Museum would be charging \$10.00 for their event.

14. MAYOR'S MESSAGE: None.

15. STAFF REPORT: City Manager Stockdale stated there would be a new way to present agenda items. Key points to take away were budget, scope, and timeline. It would serve as a tool to those who are visiting.

16. COUNCIL INFORMATION & DISCUSSION:

Councilor Torres – Medrano – Told City Manager Stockdale that it was refreshing to see him address not just the Council, but the audience as well.

Councilor Ray – Asked if we had received any updates from JUB Engineers. Deputy City Manager Ince explained we would have a more complete and accurate update at the workshop.

Councilor Keith – Thanked the whole team for their hard work. He thanked City Manager Stockdale for joining our team.

17. ADJOURN TO EXECUTIVE SESSION: N/A

18. RECONVENE: N/A

19. ADJOURN: Councilor Ray moved to adjourn the meeting. Councilor Wheeler seconded the motion. Voted: 6-0. Motion carried unanimously. Meeting adjourned at 7:28 pm.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
WORKSHOP
NOVEMBER 20, 2018**

1. MEETING CALLED TO ORDER: Mayor Dufloth called the meeting got order at 6PM.

2. ROLL CALL

PRESENT: Councilor Keith, Councilor Ray, Councilor Wheeler, Councilor Roxbury, and Councilor TenEyck.

ABSENT: Councilor Torres – Medrano.

Staff Present: Chief Huxel, Deputy City Manager Ince, Community Development Director Mabbott, City Manager Stockdale, and City Recorder Sandoval

3. DISCUSSION ITEMS

3.1 Update on JUB Reimbursement – Deputy City Manager Ince gave Council an update on how the reimbursement was being handled from JUB in regards to the Sixth Street Waterline Project.

3.2 City Hall Holiday Hours/ Closures – City Manager Stockdale asked Council for consensus on closing the 24th and 31st of December. His reasoning was that those days fell on Monday before the major Holidays, and foot traffic was light at City Hall. If a consensus were to be reached, staff would come back with a resolution for approval at the next Council meeting. There was no opposition from Council for this item.

3.3 Upcoming Trainings for Council Members – City Manager Stockdale explained to Council that there were several trainings on the horizon. On November 30, 2018 at 1PM he would be conducting an elected official orientation at City Hall. On December 12th and 13th, the League of Oregon Cities would be hosting an elected official training in Hermiston.

3.4 Committee Vacancies & Appointments – City Manager Stockdale discussed upcoming committee vacancies and expiring terms.

4. ADJOURN Mayor Dufloth adjourned the meeting at 6:56 PM.

Daren Dufloth, Mayor

ATTEST:

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
9							
9	A-1 Industrial Hose & Supply	99676	Sewer Maintenance	10/10/18	16.84	42387	11/08/18
	Total 9:				16.84		
26							
26	AgSource Laboratories	90717512	WATER BOD AND TSS ANALYSIS	10/12/18	126.00	42444	11/20/18
		90738540	BOD AND SOLIDS TEST	10/08/18	76.85	42444	11/20/18
		90738541	BOD AND SOLIDS TEST	10/08/18	76.85	42444	11/20/18
		90738560	BOD AND SOLIDS TEST	10/12/18	76.85	42444	11/20/18
		90738561	BOD AND SOLIDS TEST	10/16/18	78.65	42444	11/20/18
		90738562	BOD AND SOLIDS TEST	10/19/18	76.85	42444	11/20/18
		90738563	BOD AND SOLIDS TEST	10/30/18	76.85	42444	11/20/18
		90738564	BOD AND SOLIDS TEST	10/31/18	32.50	42444	11/20/18
	Total 26:				621.40		
92							
92	Banner Bank Mastercard	2217NOV18	AMAZON OFFICE SUPPLIES	10/31/18	194.03	42390	11/08/18
		2217NOV18	ROADHOUSE -SALEM	10/31/18	75.10	42390	11/08/18
		2217NOV18	BEST WESTERN-HUXEL/KENNEDY	10/31/18	412.16	42390	11/08/18
		2217NOV18	OLIVE GARDEN SALEM	10/31/18	61.84	42390	11/08/18
		2217NOV18	COUSINS - THE DALLES	10/31/18	44.56	42390	11/08/18
		2217NOV18	TLO TRANSUNION	10/31/18	150.00	42390	11/08/18
		2217NOV18	AMAZON	10/31/18	92.43	42390	11/08/18
		2217NOV18	AMAZON SUPPLIES	10/31/18	132.53	42390	11/08/18
		2217NOV18	PALACE HOTEL DEPOSIT	10/31/18	79.37	42390	11/08/18
		2217NOV18	COSTCO MICROSOFT OFFICE	10/31/18	219.99	42390	11/08/18
		2217NOV18	COSTCO DELL LAPTOP	10/31/18	664.94	42390	11/08/18
		3132NOV18	BASKETBALL HOOPS NEW COURT- KIWANIS	10/31/18	2,107.10	42390	11/08/18
		3132NOV18	CLOTHING ALLOWANCE SEWER DEPT	10/31/18	299.99	42390	11/08/18
		3488NOV18	HOTEL SENSUS-HORN/CALDERA	10/31/18	2,284.80	42390	11/08/18
		3488NOV18	DCBS OIC TRAINING-HORN	10/31/18	125.00	42390	11/08/18
		3488NOV18	PERMIT TECH CONF HOTEL - HORN	10/31/18	694.71	42390	11/08/18
		3488NOV18	BAGGAGE FEE SENSUS - HORN C. PSC TO SLC	10/31/18	25.00	42390	11/08/18
		3488NOV18	SLC DINNER-REIMBURSED	10/31/18	61.26	42390	11/08/18
		3488NOV18	COMPUTER FEE FOR PERMITS	10/31/18	8.06	42390	11/08/18
		5919NOV18	LOC MEALS/HOTEL	10/31/18	1,749.38	42390	11/08/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5919NOV18	JUDGE CONF HOTEL	10/31/18	253.16	42390	11/08/18
		5919NOV18	TRICK OR TREAT SUPPLIES	10/31/18	194.46	42390	11/08/18
		5919NOV18	CITY MANAGER SURFACE	10/31/18	1,476.96	42390	11/08/18
		5919NOV18	CITY HALL BUILD MAINT	10/31/18	3.98	42390	11/08/18
		8522NOV18	KAYAK MEETING	10/31/18	18.98	42390	11/08/18
		8522NOV18	OCEA CONF HOTEL - COFFEY	10/31/18	318.51	42390	11/08/18
		8522NOV18	WEST END MAYORS LUNCH	10/31/18	23.50	42390	11/08/18
		8522NOV18	CITY COUNTY MANAGERS MEETING	10/31/18	14.70	42390	11/08/18
		8522NOV18	CITY MANAGERS MEETING	10/31/18	30.44	42390	11/08/18
		8522NOV18	AMAZON SUPPLIES CAMERA BATTERY CHARGER	10/31/18	14.90	42390	11/08/18
		8522NOV18	JUB/DUCOTE MEETING	10/31/18	42.19	42390	11/08/18
		8522NOV18	ACOE MEET PORT DALLES	10/31/18	10.28	42390	11/08/18
		8522NOV18	PORT OF MORROW MEETING	10/31/18	14.52	42390	11/08/18
		8522NOV18	SIP MEETING W/ELFERING	10/31/18	14.50	42390	11/08/18
		8522NOV18	RESIDENTIAL CODE BOOK	10/31/18	93.90	42390	11/08/18
		8522NOV18	DCBS RESIDENTIAL INSP TRAINING	10/31/18	750.00	42390	11/08/18
		8522NOV18	LYFT OAPA CONF	10/31/18	27.91	42390	11/08/18
		8522NOV18	OREGON BUSINESS COUNCIL SEMINAR	10/31/18	150.00	42390	11/08/18
		8522NOV18	FUEL CITY CAR OAPA CONF BEND, OR	10/31/18	43.34	42390	11/08/18
		8522NOV18	OAPA CONF HOTEL- SEITZ, HORN, MABBOTT	10/31/18	982.56	42390	11/08/18
		8522NOV18	LYFT RIDE - REIMBURSED	10/31/18	8.46	42390	11/08/18
		Total 92:			<u>13,969.50</u>		
125							
	125 Bishops Red Rock	61325	Red Cinder for Winter	11/16/18	792.45	42445	11/20/18
		Total 125:			<u>792.45</u>		
126							
	126 BJK Truck Parts	H326580	Street Dept Equip Operations	11/02/18	42.24	42392	11/08/18
		Total 126:			<u>42.24</u>		
143							
	143 Bonney's AG & Auto Repair	103018	RED CHIPPER REPAIR	10/30/18	2,492.00	42446	11/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 143:					2,492.00		
175							
175	Bureau of Labor & Industries	BOLIFEE18	6TH STREET WATERLINE BOLI FEE	11/01/18	650.45	42385	11/01/18
Total 175:					650.45		
181							
181	Business Oregon	A17004-2019	SPECIAL PUBLIC WORKS FUND	11/20/18	4,405.50	42447	11/20/18
Total 181:					4,405.50		
182							
182	Business Solutions Group	14601	W-2 and 1099 Forms	10/22/18	104.48	42393	11/08/18
Total 182:					104.48		
199							
199	Canon Solutions America, Inc	4027483555	COPIER MAINTENANCE	11/01/18	249.66	42395	11/08/18
Total 199:					249.66		
222							
222	Center Point Large Print	1635873	Large Print Books for Library	11/01/18	182.76	42450	11/20/18
Total 222:					182.76		
273							
273	Commercial Tire	234285	WATER EQUIP OPERATIONS	10/05/18	676.52	42396	11/08/18
		234474	Street Dept Equip Operation	10/11/18	63.75	42396	11/08/18
		234703	Police Dept Vehicle Maintenance	10/17/18	452.48	42396	11/08/18
Total 273:					1,192.75		
302							
302	CRIS Inc.	103118-M	Contract Service Agreement	10/31/18	12,500.00	42397	11/08/18
		103118-M	SUPPLIES	10/31/18	273.03	42397	11/08/18
Total 302:					12,773.03		
307							
307	Crystal Clear Ice	21-801484	Ice for Marina Resale	08/04/18	87.50	42452	11/20/18
		21-801578	Ice for Marina Resale	08/11/18	87.50	42452	11/20/18
		21-801611	Ice for Marina Resale	08/17/18	70.00	42452	11/20/18
		21-801773	Ice for Marina Resale	08/27/18	87.50	42452	11/20/18
		21-801836	Ice for Marina Resale	09/04/18	157.50	42452	11/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		21-802053	Ice for Marina Resale	09/28/18	70.00	42452	11/20/18
	Total 307:				560.00		
308							
308	Crystal Springs	9262940111	Water for Police Department	11/14/18	78.67	42453	11/20/18
	Total 308:				78.67		
351							
351	DEQ - Water Quality Division	CSTENSRU	WW Operator Certificate Renewal Stensrud	10/23/18	160.00	42443	11/08/18
		SCHD3	PERMIT MODIFICATION FEE	10/08/18	6,172.00	42386	11/06/18
	Total 351:				6,332.00		
368							
368	DIVCO	SCPAY7360	HVAC Maintenance - City Hall	11/01/18	470.46	42400	11/08/18
		SCPAY7360	HVAC Maintenance - Public Works	11/01/18	136.41	42400	11/08/18
		SCPAY7360	HVAC Maintenance - Sewer Plant	11/01/18	330.21	42400	11/08/18
	Total 368:				937.08		
380							
380	Donahue Development	24018002	Refund Balance Utility Deposit	11/20/18	2,452.86	42484	11/20/18
	Total 380:				2,452.86		
397							
397	Dynamic Computer Consulting, I	13310	Proof Point Security monthly	10/31/18	229.00	42401	11/08/18
	Total 397:				229.00		
400							
400	East Oregonian	25375-2018	LIBRARY SUBSCRIPTION	12/08/18	173.67	42402	11/08/18
	Total 400:				173.67		
425							
425	Engineered Control Products	64345	Annual Preventative Maintenance - McFarland Well	10/31/18	3,834.88	42455	11/20/18
	Total 425:				3,834.88		
433							
433	EOTEC	3RDQTR18	tourism Promotion				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Assessment 1st QTR 2018	11/20/18	12,573.60	42456	11/20/18
	Total 433:				12,573.60		
456							
456	FEI #3011 Waterworks	02702277	WATER DEPT MAINTENANCE	10/17/18	4,369.92	42403	11/08/18
		0693423	BASE STATION UPGRADE	10/11/18	8,750.00	42403	11/08/18
		0713099	WATER DEPT MAINTENANCE	10/31/18	2,329.28	42403	11/08/18
	Total 456:				15,449.20		
461							
461	Ferranti-Graybeal Insurance	1121	Marina Fuel Tank Insurance Premium	10/23/18	1,840.03	42457	11/20/18
	Total 461:				1,840.03		
499							
499	Galls, DBA Blumenthal Uniform	011066449	Police Uniform/Accessories - BOOTS	10/23/18	86.00	42405	11/08/18
		10908042	SEAT ORGANIZERS	10/03/18	54.00	42458	11/20/18
		10920949	Police Accessories	10/04/18	204.56	42458	11/20/18
	Total 499:				344.56		
554							
554	Gotcha Covered	137707	Cleaning Services	11/03/18	443.84	42406	11/08/18
		137707	Cleaning Services	11/03/18	383.98	42406	11/08/18
		137707	Cleaning Services	11/03/18	383.98	42406	11/08/18
		137707	Cleaning Services	11/03/18	248.20	42406	11/08/18
	Total 554:				1,460.00		
561							
561	Granite Construction Company	1493424	Paving NEW BASKETBALL COURT - KIWANIS PARK	10/30/18	9,200.00	42407	11/08/18
	Total 561:				9,200.00		
623							
623	Heller & Sons Dist., Inc.	11902	Gasoline for Police Cars	10/31/18	1,876.94	42459	11/20/18
		11903	Gas for Public Works Vehicles	10/31/18	661.08	42459	11/20/18
		11903	Gas for Public Works Vehicles	10/31/18	1,079.12	42459	11/20/18
		11903	Gas for Public Works Vehicles	10/31/18	427.76	42459	11/20/18
		11903	Gas for Public Works Vehicles	10/31/18	1,072.63	42459	11/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 623:					5,117.53		
675							
675	HRA VEBA Trust Contributions	STOCKDALE	YA440-STOCKDALE	11/16/18	225.00	42461	11/20/18
		STOCKDALE	YA440-STOCKDALE	11/16/18	292.50	42461	11/20/18
		STOCKDALE	YA440-STOCKDALE	11/16/18	292.50	42461	11/20/18
		STOCKDALE	YA440-STOCKDALE	11/16/18	90.00	42461	11/20/18
Total 675:					900.00		
693							
693	Ingram	36740165	Library Books	10/01/18	16.19-	42408	11/08/18
		36762640	Library Books	10/02/18	15.60-	42408	11/08/18
		36766877	Library Books	10/02/18	16.77	42408	11/08/18
		36766878	Library Books	10/02/18	83.95	42408	11/08/18
		36798974	Library Books	10/04/18	36.75	42408	11/08/18
		36807111	Library Books	10/04/18	11.39	42408	11/08/18
		36864193	Library Books	10/09/18	18.00	42408	11/08/18
		36864194	Library Books	10/09/18	34.20	42408	11/08/18
		36864195	Library Books	10/09/18	16.79	42408	11/08/18
		36864196	Library Books	10/09/18	18.00	42408	11/08/18
		36864197	Library Books	10/09/18	64.20	42408	11/08/18
		36966583	Library Books	10/16/18	33.60	42408	11/08/18
		36966584	Library Books	10/16/18	32.98	42408	11/08/18
		36966585	Library Books	10/16/18	16.80	42408	11/08/18
		37166372	Library Books	10/30/18	46.76	42408	11/08/18
		37166373	Library Books	10/30/18	17.97	42408	11/08/18
		37166374	Library Books	10/30/18	16.80	42408	11/08/18
		37166375	Library Books	10/30/18	29.25	42408	11/08/18
		37166376	Library Books	10/30/18	8.37	42408	11/08/18
		63784395	Library Books	10/03/18	15.63	42408	11/08/18
Total 693:					486.42		
712							
712	J U B Engineers, Inc.	120946	LIND RD STREET IMPROVEMENT	11/12/18	4,888.00	42462	11/20/18
		120957	ENGINEERING	11/13/18	870.35	42462	11/20/18
		120957	6th St Project Engineering	11/13/18	3,862.35	42462	11/20/18
		120957	Fractured Basalt Wells Alternative	11/13/18	191.40	42462	11/20/18
		120965	Bonney Ln Water/Swr Service Analysis	11/13/18	6,192.37	42462	11/20/18
Total 712:					16,004.47		
746							
746	Jones-Scott co.	42150	3/4 Minus Rock - KIWANIS PARK	10/03/18	440.05	42411	11/08/18
		42155	3/4 Minus Rock - KIWANIS PARK	10/04/18	209.95	42411	11/08/18
		42167	3/4 Minus Rock - KIWANIS PARK	10/08/18	547.32	42411	11/08/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		42172	3/4 Minus Rock - KIWANIS PARK	10/09/18	331.50	42411	11/08/18
Total 746:					1,528.82		
786							
786	Kuo Testing Labs, Inc.	18K0077	Marina Coliform Testing	11/12/18	51.00	42464	11/20/18
		18K0081	Storm Water Testing	11/12/18	2,604.48	42464	11/20/18
Total 786:					2,655.48		
933							
933	Mid-American Research Chemic	0650333-IN	Black Nitrile Gloves	11/02/18	271.96	42465	11/20/18
Total 933:					271.96		
995							
995	Norco	24817368	Water Dept Equipment	10/03/18	300.00	42416	11/08/18
		24830242	Water Dept Maintenance	10/04/18	38.29	42416	11/08/18
		24830246	Water Dept Clothing Allowance	10/04/18	37.04	42416	11/08/18
		25028333	Cylinder Rental	10/31/18	43.12	42416	11/08/18
		25028333	Cylinder Rental	10/31/18	43.12	42416	11/08/18
Total 995:					461.57		
996							
996	North Central Labs of Wisc	414374	Sewer Test Supplies	10/26/18	169.98	42417	11/08/18
Total 996:					169.98		
998							
998	Northeast Oregon Water Assoc	194	Annual Membership Dues	10/01/18	1,000.00	42466	11/20/18
Total 998:					1,000.00		
1008							
1008	NW Farm Supply	B187480	Street Dept Maintenance	10/23/18	43.98	42419	11/08/18
Total 1008:					43.98		
1034							
1034	One Call Concepts, Inc.	8040501-IN	Excavation Notices	04/30/18	1.14	42420	11/08/18
		8070502-IN	Excavation Notices	07/31/18	1.03	42420	11/08/18
		8100504	Excavation Notices	10/31/18	28.76	42420	11/08/18
Total 1034:					30.93		
1040							
1040	OR Dept. of Transportation	28480-2018	6th St Umatilla Project	11/14/18	4,185.22	42468	11/20/18
Total 1040:					4,185.22		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1052							
1052	Oregon Dept of Revenue	103118	State Court Assessments	10/31/18	34,127.99	42422	11/08/18
Total 1052:					<u>34,127.99</u>		
1082							
1082	OXARC	30486441	PARK DEPT MAINTENANCE	10/17/18	29.28	42423	11/08/18
		30486716	FIRE EXTINGU MAINT-SHOP	10/18/18	367.80	42423	11/08/18
		30486716	FIRE EXTING MAIN - WW PLANT	10/18/18	367.80	42423	11/08/18
		30486717	FIRE EXTING MAIN - CITY HALL	10/18/18	102.00	42423	11/08/18
		30486718	FIRE EXTING MAIN - POLICE DEPT	10/18/18	105.20	42423	11/08/18
		30500558	FIRST AID SUPPLIES CITY SHOP	10/31/18	20.89	42423	11/08/18
Total 1082:					<u>992.97</u>		
1086							
1086	Pacific Power	0047OCT18	McNary Mobil Phase 2	10/26/18	269.85	42424	11/08/18
		0443NOV18	Umatilla Marina St Lights	11/09/18	193.24	42469	11/20/18
Total 1086:					<u>463.09</u>		
1090							
1090	Pacificcorp (Joint Use)	CR181447	Annual Distribution Contract	10/04/18	428.00	42425	11/08/18
Total 1090:					<u>428.00</u>		
1178							
1178	Quill Corporation	2288508	Office Supplies	10/26/18	35.54	42427	11/08/18
		2288508	Office Supplies	10/26/18	7.06	42427	11/08/18
		2288508	Office Supplies	10/26/18	14.24	42427	11/08/18
		2288508	Office Supplies	10/26/18	21.30	42427	11/08/18
		2288508	Office Supplies	10/26/18	21.30	42427	11/08/18
		2288508	Office Supplies	10/26/18	14.24	42427	11/08/18
		2288508	Office Supplies	10/26/18	2.10	42427	11/08/18
		2484689	Office Supplies	11/05/18	7.43	42471	11/20/18
		2484689	Office Supplies	11/05/18	1.48	42471	11/20/18
		2484689	Office Supplies	11/05/18	2.98	42471	11/20/18
		2484689	Office Supplies	11/05/18	4.45	42471	11/20/18
		2484689	Office Supplies	11/05/18	4.45	42471	11/20/18
		2484689	Office Supplies	11/05/18	2.98	42471	11/20/18
		2484689	Office Supplies	11/05/18	.43	42471	11/20/18
		2495451	Office Supplies	11/05/18	1.14	42471	11/20/18
		2495451	Office Supplies	11/05/18	.23	42471	11/20/18
		2495451	Office Supplies	11/05/18	.46	42471	11/20/18
		2495451	Office Supplies	11/05/18	.68	42471	11/20/18
		2495451	Office Supplies	11/05/18	.68	42471	11/20/18
		2495451	Office Supplies	11/05/18	.46	42471	11/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2495451	Office Supplies	11/05/18	.06	42471	11/20/18
		2537325	Office Supplies	11/06/18	194.44	42471	11/20/18
		2537325	Office Supplies	11/06/18	38.64	42471	11/20/18
		2537325	Office Supplies	11/06/18	77.90	42471	11/20/18
		2537325	Office Supplies	11/06/18	116.54	42471	11/20/18
		2537325	Office Supplies	11/06/18	116.54	42471	11/20/18
		2537325	Office Supplies	11/06/18	77.90	42471	11/20/18
		2537325	Office Supplies	11/06/18	11.41	42471	11/20/18
		2537397	Office Supplies	11/06/18	12.89	42471	11/20/18
		2537397	Office Supplies	11/06/18	2.56	42471	11/20/18
		2537397	Office Supplies	11/06/18	5.16	42471	11/20/18
		2537397	Office Supplies	11/06/18	7.72	42471	11/20/18
		2537397	Office Supplies	11/06/18	7.72	42471	11/20/18
		2537397	Office Supplies	11/06/18	5.16	42471	11/20/18
		2537397	Office Supplies	11/06/18	.77	42471	11/20/18
		2546461	INK FOR PLOTTER	11/05/18	170.99	42471	11/20/18
		2574070	Office Supplies	11/07/18	52.65	42471	11/20/18
		2574070	Office Supplies	11/07/18	10.46	42471	11/20/18
		2574070	Office Supplies	11/07/18	21.09	42471	11/20/18
		2574070	Office Supplies	11/07/18	31.55	42471	11/20/18
		2574070	Office Supplies	11/07/18	31.55	42471	11/20/18
		2574070	Office Supplies	11/07/18	21.09	42471	11/20/18
		2574070	Office Supplies	11/07/18	3.10	42471	11/20/18
		2575803	SUPPLIES	11/08/18	13.96	42471	11/20/18
Total 1178:					1,175.48		
1259							
1259	Sanitary Disposal, Inc.	OCT18	Refuse Collection	10/31/18	67,455.24	42472	11/20/18
		OCT18	Marina Refuse	10/31/18	738.35	42472	11/20/18
		SEP2018	Refuse Collection	09/30/18	45,614.85	42429	11/08/18
		SEP2018	Marina Refuse	09/30/18	738.35	42429	11/08/18
Total 1259:					114,546.79		
1293							
1293	Shelco Electric	64160	Water Dept Repairs-GOLF GENERATOR	11/12/18	1,439.70	42473	11/20/18
Total 1293:					1,439.70		
1332							
1332	Smitty's Ace Hardware	588284	water dept maintenance	10/04/18	32.34	42431	11/08/18
		588488	PARKS EQUIPMENT MAINTENANCE	10/08/18	75.98	42431	11/08/18
		588689	Marina Maintenance	10/10/18	169.99	42431	11/08/18
		588984	Marina Maintenance	10/15/18	43.98	42431	11/08/18
		588994	Street Dept CLOTHING ALLOWANCE	10/15/18	82.99-	42431	11/08/18
		589135	PARKS MAINTENANCE	10/16/18	56.76	42431	11/08/18
		589508	PARKS MAINTENANCE	10/22/18	15.98	42431	11/08/18
		590195	water dept maintenance	10/31/18	38.35	42431	11/08/18
		590196	Street Dept Maintenance	10/31/18	54.04	42431	11/08/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		DISCOCT18	DISCOUNT	10/31/18	7.44-	42431	11/08/18
		DISCOCT18	DISCOUNT	10/31/18	10.70-	42431	11/08/18
		DISCOCT18	DISCOUNT	10/31/18	4.15	42431	11/08/18
		DISCOCT18	DISCOUNT	10/31/18	3.54-	42431	11/08/18
		DISCOCT18	DISCOUNT	10/31/18	2.70-	42431	11/08/18
	Total 1332:				<u>384.20</u>		
1343							
1343	Specks Printing	7346	Printed Forms and Supplies	10/31/18	103.25	42432	11/08/18
		7346	Printed Forms and Supplies	10/31/18	20.65	42432	11/08/18
		7346	Printed Forms and Supplies	10/31/18	41.30	42432	11/08/18
		7346	Printed Forms and Supplies	10/31/18	5.90	42432	11/08/18
		7346	Printed Forms and Supplies	10/31/18	61.95	42432	11/08/18
		7346	Printed Forms and Supplies	10/31/18	61.95	42432	11/08/18
	Total 1343:				<u>295.00</u>		
1387							
1387	Table Rock Analytical Lab	21976	Coliform drinking water tests	11/06/18	240.00	42474	11/20/18
	Total 1387:				<u>240.00</u>		
1391							
1391	Tailored Solutions Corp.	20181105	FORSE/Com Millennium Workstations & annual maint.	11/02/18	60.00	42435	11/08/18
	Total 1391:				<u>60.00</u>		
1392							
1392	Talos Engineering, Inc.	1169	Cellular Texting System	11/02/18	55.00	42475	11/20/18
	Total 1392:				<u>55.00</u>		
1462							
1462	Umatilla Assessment & Taxation	127142	820 6th st Property Taxes	11/07/18	2,654.26	42437	11/08/18
		127146	630 7th St Property Taxes	11/07/18	158.76	42437	11/08/18
		127152	630 7th St Property Taxes	11/07/18	134.30	42437	11/08/18
	Total 1462:				<u>2,947.32</u>		
1463							
1463	Umatilla Chamber of Commerce	3RDQTR18	4TH QTR RECP 2018	11/20/18	6,159.82	42476	11/20/18
		3RDQTR18	4TH QTR CONTRIBUTION 2018	11/20/18	5,250.00	42476	11/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1463:					11,409.82		
1464							
1464	Umatilla Circuit Court	17CR56823	CYNTHIA ASCENCIO 17CR56823	11/02/18	65.00	42438	11/08/18
Total 1464:					65.00		
1471							
1471	Umatilla County Finance Dept	103118	County Court Assessment	10/31/18	4,789.18	42439	11/08/18
Total 1471:					4,789.18		
1472							
1472	Umatilla County Health Dept	DGOD20190	Annual Validation Fee Marina	11/06/18	137.00	42477	11/20/18
Total 1472:					137.00		
1476							
1476	Umatilla County Sheriff's Ofc	201810007	911 Dispatch Services	11/08/18	15,970.00	42478	11/20/18
Total 1476:					15,970.00		
1478							
1478	Umatilla Elect. Coop. Assoc.	2506NOV18	60 HP Pump	11/01/18	66.25	42479	11/20/18
		2506NOV18	BEACH ACCESS LIGHTS	11/01/18	80.50	42479	11/20/18
Total 1478:					146.75		
1488							
1488	Unifirst Corporation	1430225571	Bldg Maint/Supplies CH/Library	09/28/18	34.91	42480	11/20/18
		1430225571	Bldg Maint/Supplies CH/Library	09/28/18	54.08	42480	11/20/18
		1430225571	Bldg Maint/Supplies CH/Library	09/28/18	54.07	42480	11/20/18
		1430226032	Bldg Maint/Supplies CH/Library	10/05/18	33.39	42480	11/20/18
		1430226032	Bldg Maint/Supplies CH/Library	10/05/18	51.73	42480	11/20/18
		1430226032	Bldg Maint/Supplies CH/Library	10/05/18	51.72	42480	11/20/18
		1430226493	Bldg Maint/Supplies CH/Library	10/12/18	37.30	42480	11/20/18
		1430226493	Bldg Maint/Supplies CH/Library	10/12/18	57.78	42480	11/20/18
		1430226493	Bldg Maint/Supplies CH/Library	10/12/18	57.77	42480	11/20/18
		1430226954	Bldg Maint/Supplies CH/Library	10/19/18	33.39	42480	11/20/18
		1430226954	Bldg Maint/Supplies CH/Library	10/19/18	51.73	42480	11/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430226954	Bldg Maint/Supplies CH/Library	10/19/18	51.72	42480	11/20/18
Total 1488:					<u>569.59</u>		
1494							
1494	UNITED RENTALS INC	162652281-0	Equipment Rental - COMPRESSOR	10/25/18	186.14	42441	11/08/18
Total 1494:					<u>186.14</u>		
1520							
1520	Verizon Wireless	9817621176	PW Cell Phones/On-call phone	11/02/18	132.76	42481	11/20/18
		9817621176	PW AIR CARDS/PHONES	11/02/18	132.76	42481	11/20/18
		9817621176	Police Department Cell Phones	11/02/18	632.88	42481	11/20/18
		9817621177	Police Air Cards	11/02/18	326.99	42481	11/20/18
Total 1520:					<u>1,225.39</u>		
1574							
1574	Wildcat Electric, LLC	4103	Marina Electric Repairs - B DOCK	11/13/18	105.00	42482	11/20/18
Total 1574:					<u>105.00</u>		
1627							
1627	Kennewick Ranch and Home, In	I150097161	Sewer Dept Clothing Allowance	10/02/18	275.00	42412	11/08/18
		I150099084	WATER DEPT CLOTHING ALLOWANCE	10/05/18	129.99	42412	11/08/18
		I150100134	WATER DEPT CLOTHING ALLOWANCE	10/06/18	269.99	42412	11/08/18
		I150101701	WATER DEPT CLOTHING ALLOWANCE	10/07/18	139.99	42412	11/08/18
		I150103006	Sewer Dept Clothing Allowance	10/09/18	69.98	42412	11/08/18
		I150105091	STREET DEPT Clothing Allowance	10/12/18	344.95	42412	11/08/18
		I150105093	STREET DEPT Clothing Allowance	10/12/18	169.99	42412	11/08/18
		I150107423	Parks Dept Clothing Allowance	10/14/18	229.99	42412	11/08/18
		I150108050	Parks Dept Clothing Allowance	10/15/18	309.97	42412	11/08/18
		I150115504	STREET DEPT Clothing Allowance	10/25/18	64.98	42412	11/08/18
		I150118982	Sewer Dept Clothing Allowance	10/29/18	275.00	42412	11/08/18
Total 1627:					<u>2,279.83</u>		
1642							
1642	ULINE	10268613	Police Dept 5X7				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			RECLOSABLE VINYL	10/30/18	97.28	42436	11/08/18
	Total 1642:				97.28		
1753							
1753	Jimmy's Johns Portable Toilets L	7933	Marina & RV Park - 2 Units	11/01/18	185.00	42463	11/20/18
	Total 1753:				185.00		
1777							
1777	Capers, John	IDCTRAIN18	PER DIEM DT-IDC TRAINING LA GRANDE	11/20/18	227.00	42448	11/20/18
	Total 1777:				227.00		
1812							
1812	Finck, Shane	E16-OCT18	Moorage Refund - Slip Released	10/31/18	85.00	42404	11/08/18
	Total 1812:				85.00		
1872							
1872	Umatilla School District	10152018-1	REIMBURSE SENIOR CENTER COMPRESSOR	11/02/18	3,136.17	42440	11/08/18
	Total 1872:				3,136.17		
1967							
1967	Curtis Blue Line	INV228662	Police Clothing Allowance	10/29/18	57.28	42398	11/08/18
	Total 1967:				57.28		
1995							
1995	Carter, Jeff	45006000	Garbage Refund	11/20/18	301.44	42449	11/20/18
	Total 1995:				301.44		
2052							
2052	CI INFORMATION MANAGMEN	0072948	SHRED SERVICES	10/31/18	39.90	42451	11/20/18
		0072949	SHRED SERVICES	10/31/18	39.90	42451	11/20/18
	Total 2052:				79.80		
2075							
2075	OEDA	2018-1162	MEMBERSHIP DUES	09/03/18	250.00	42467	11/20/18
	Total 2075:				250.00		
2282							
2282	Prothman	2018-6382	CITY MANAGER SEARCH 2/3	08/08/18	5,666.67	42426	11/08/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2282:					5,666.67		
2316							
2316	SKILLPATH SEMINAR	2190274	SURVIVAL KIT	08/13/18	65.11	42139	Multiple
		2190274	SURVIVAL KIT	08/13/18	65.11-		
Total 2316:					.00		
2355							
2355	STOCKDALE, DAVE	REIMB1	WEST END MAYOR/MANAGER LUNCH	11/07/18	37.00	42434	11/08/18
Total 2355:					37.00		
2356							
2356	SMARSH, INC.	INV0041492	MONTHLY FEE SEPT 2018	09/30/18	129.00	42430	11/08/18
		INV0042720	MONTHLY FEE OCT 2018	10/31/18	129.00	42430	11/08/18
Total 2356:					258.00		
2360							
2360	PRO RENTAL & SALES, INC.	22-977091	SOD CUTTER RENTAL	11/05/18	68.40	42470	11/20/18
Total 2360:					68.40		
2362							
2362	NORTHERNLIGHTS TRUCKIN	182435	OVERPAYMENT JASON CAPPONI	10/31/18	45.00	42418	11/08/18
Total 2362:					45.00		
2363							
2363	WOODS, MARK	181182	OVERPAYMENT	10/31/18	10.00	42442	11/08/18
Total 2363:					10.00		
2364							
2364	JOHNNY TRANS LLC	182701	OVERPAYMENT ARKADIY RADZHABOV	10/31/18	235.00	42410	11/08/18
Total 2364:					235.00		
2365							
2365	DECKER TRUCK LINE	182413	OVERPAYMENT GARY HOLSTROM	10/31/18	150.00	42399	11/08/18
Total 2365:					150.00		
2366							
2366	AUTO ZONE	182765	OVERPAYMENT MICHAEL G PASSEY	10/31/18	38.00	42389	11/08/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2366:					38.00		
2367							
2367	SRS DISTRIBUTING	182882	OVERPAYMENT LUIS MENDOZA BARRERA	10/31/18	38.00	42433	11/08/18
Total 2367:					38.00		
2368							
2368	BI TWO FEATHERS TRANSP	182883	OVERPAYMENT LARRY REIN	10/31/18	5.00	42391	11/08/18
Total 2368:					5.00		
2369							
2369	C R E	182846	OVERPAYMENT JOCELYN LETELLIER	10/31/18	235.00	42394	11/08/18
Total 2369:					235.00		
2370							
2370	ORBU, ARTUR	182859	OVERPAYMENT	10/31/18	45.00	42421	11/08/18
Total 2370:					45.00		
2371							
2371	ANDERSON, PAUL	B11	SLIP RELEASED MOORAGE REFUND	10/22/18	20.00	42388	11/08/18
Total 2371:					20.00		
2372							
2372	INTERNATIONAL INST. OF MU	MEMBERSHI	MEMBERSHIP DUES	11/01/18	160.00	42409	11/08/18
Total 2372:					160.00		
2373							
2373	LAW ENFORCEMENT SEMINA	8472154094	BACKGROUND INV SEMINAR-WRIGHT/TOVEY	10/31/18	700.00	42413	11/08/18
Total 2373:					700.00		
2374							
2374	MID COLUMBIA FORKLIFT, IN	330000800	USED TOYOTA FORKLIFT S#8FGU25-39012	11/02/18	15,555.00	42415	11/08/18
Total 2374:					15,555.00		
2375							
2375	ROADLINK EXPRESS INC	103118	OVERPAYMENT	10/31/18	50.00	42428	11/08/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2375:					50.00		
2376							
2376	Life Flight Network Foundation	1117	Life Flight Membership (12)	11/08/18	600.00	42414	11/08/18
Total 2376:					600.00		
2377							
2377	DUPRIE, KEIRAN	99990351	UTILITY REFUND	11/01/18	13.46	42454	11/20/18
Total 2377:					13.46		
2378							
2378	HOFFMAN HOME SERVICE	1864	ROOF REPAIR OLD PO BLDG	11/07/18	650.00	42460	11/20/18
Total 2378:					650.00		
2379							
2379	YEPEZ, ARMANDO ESPINOZA	WITNESSFE	WITNESS FEE	11/20/18	10.00	42483	11/20/18
Total 2379:					10.00		
Grand Totals:					348,862.71		

Report Criteria:

Detail report type printed

RESOLUTION NO. 24-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN AMENDMENT NO. 1 TO DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY NO. DACW68-2-18-19 IN THE AMOUNT OF \$19,000 ACCORDING TO THE TERMS OF THE AGREEMENT.

WHEREAS, the City of Umatilla requires certain McNary Lock and Dam Project lands for construction, operation and maintenance of a wastewater pipeline; and

WHEREAS, the City of Umatilla requires necessary appurtenances and the continued operation and maintenance of the approved facilities (+/- 3.4 acres) for a total of +/- 5.1 acres; and

WHEREAS, the City of Umatilla has determined that it is in the best interest of the public that said pipeline be completed to meet the needs of our industries and future growth of the City; and

WHEREAS, the Army Corps of Engineers have determined that this Amendment No. 1 will not conflict with, interfere, or adversely affect the operation of the McNary Lock and Dam Project for its authorized purposes and will not be against the public interest.

NOW, THEREFORE, BE IT RESOLVED:

The Umatilla City Council hereby authorizes the City Manager to apply and sign Amendment No. 1 to Department of the Army Easement for Pipeline Right-of-Way No. DACW68-2-18-19 in the amount of \$19,000 according to the terms of the agreement.

PASSED by the Umatilla City Council and **APPROVED** by the Mayor this _____ day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CERTIFIED MAIL



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
201 NORTH THIRD AVENUE
WALLA WALLA, WA 99362-1876

November 20, 2018

Real Estate Division

Mr. David Stockdale
City Manager, City of Umatilla
P.O. Box 130
Umatilla, OR 97882

Dear Mr. Stockdale:

Enclosed for review, acceptance, signature and return are two copies of the draft Amendment No. 1 to Department of the Army Easement No. DACW68-2-18-19 25-year easement to City of Umatilla. The effective date of the easement is February 1, 2018, and the expiration date is January 31, 2020.

To execute the easement, please complete the sentence beginning: "**THIS AMENDMENT NO. 1** is also executed by the Grantee...." on page 3. Please complete Certificate of Authority found on page 4 and have notary the Acknowledgment found on page 5 of both copies of Amendment No 1.

Per Condition 3(a) of the Amendment, the in-kind consideration pays the rental cost of the United States property for the term of the Amendment. Once all signatures and dates have been secured, please include a receipt for the in-kind purchase with the Amendment copies return both copies of the Amendment to me at the above address, Attn: Real Estate Division. You will need to coordinate the in-kind due to access to E 3rd ave and S Verbena Street, Kennewick, WA 99403. Please coordinate with Mr. Kye Carpenter at 509-543-6062 or with Mr. David McDonald at 509-540-5279.

Upon receipt of the two properly signed Amendments copies and a receipt for in-kind payment, the Amendment will then be executed and one fully executed copy will be returned to the City of Umatilla for use and record.

If you have any questions, please contact Ms. Brittney Hauptert, Realty Specialist, at 509-527-7151 or by e-mail at Brittney.J.Hauptert@usace.army.mil.

Sincerely,

A handwritten signature in blue ink that reads "Rodney C. Huffman".

Rodney C. Huffman
Chief, Real Estate
Real Estate Contracting Officer

Enclosures

AMENDMENT NO.1 TO
DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF WAY
NO. DACW68-2-18-19
CITY OF UMATILLA
LOCATED ON MCNARY LOCK AND DAM
UMATILLA COUNTY, OREGON
TRACT NO. AA-2013, AA-2014, AA-2016

WHEREAS, by Department of the Army Easement No. DACW68-2-18-19, effective on February 1, 2018, City of Umatilla, thereafter referred to as the Grantee, was granted a twenty-five (25) year easement to utilize certain McNary Lock and Dam Project lands for construction, operation and maintenance of a wastewater pipeline, thereafter referred to as the facilities, occupying ± 3.4 acres; and

WHEREAS, the Grantee has requested the use of ± 1.7 acres of additional lands remaining under the jurisdiction of the Corps of Engineers, Walla Walla District, McNary Lock and Dam Project on Federal Land Tracts AA-2013, AA-2014, AA-2016 for the construction, operation and maintenance of a wastewater pipeline and necessary appurtenances and the continued operation and maintenance of the approved facilities (± 3.4 acres) for an total of ± 5.1 acres; and

WHEREAS, Amendment No. 1 will not conflict with, interfere, or adversely affect the operation of the McNary Lock and Dam Project for its authorized purposes and will not be against the public interest.

NOW THEREFORE, effective on the date of execution of this Amendment by the Chief, Real Estate, Real Estate Contracting Officer, Department of the Army Easement No. DACW68-2-18-19 is hereby modified in the following particulars, but in no others:

1. **Exhibit D** and **Exhibit E**, attached hereto and made a part hereof, illustrates the additional ± 1.7 acre area added to the premises by Amendment No. 1.

2. **Exhibit D** replaces **Exhibit A**.

3. **CONSIDERATION**

a. The Grantee shall pay in advance to the United States the rental for the full term of Amendment No. 1 to Easement No. DACW68-2-18-19 in the amount of **NINETEEN THOUSAND DOLLARS NO/100ths (\$19,000.00)**, shall be in the form of in-kind consideration as calculated and described in Condition 4 of this Amendment and in **Exhibit F**, attached hereto and made a part hereof. Once the Grantee purchases the in-kind, it shall be delivered to: US Army Corps of Engineers Property, NE lot of E 3rd Ave and S Verbena Street, Kennewick, WA 99403, during business hours of 7:00am - 4:30pm Monday-Thursday. If the amount paid for the in-kind consideration falls below the appraised market value amount of **NINETEEN THOUSAND DOLLARS NO/100ths (\$19,000.00)**, the grantee shall furnish a check or money order for the difference made payable to **F&AO, USACE WALLA WALLA** and delivered to the District Chief of Real Estate, Real Estate Contracting Officer, U.S. Army Corps of Engineers, 201 North 3rd Avenue, Walla Walla, WA 99362-1876.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

4. SITE SPECIFIC CONDITION ON IN-KIND CONSIDERATION

In accordance with **Condition 3** of the Amendment, the Grantee shall provide an in-kind consideration as payment for the full term for the Amendment No. 1 to Easement No. DACW68-2-18-19. The in-kind shall be in the form of approximately ± 412 tons of 2.5 feet- 4 feet boulders as further described in **EXHIBIT F**. The boulders shall be delivered to: US Army Corps of Engineers Property, NE lot of E 3rd Ave and S Verbena Street, Kennewick, WA 99403; during business hours of 7:00am – 4:30pm Monday –Thursday.

In all other respects, the covenants, provisions and conditions of said easement shall remain in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, _____.

Rodney C. Huffman
Chief, Real Estate
Real Estate Contracting Officer
Or

Annette N. Carter
Team Lead, Management and Disposal
Real Estate Contracting Officer

THIS AMENDMENT NO. 1 to Department of the Army Easement No. DACW68-2-18-19 is executed by the grantees this ____ day of _____ 20__.

David Stockdale
City Manager, City of Umatilla, Oregon

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of
(Name of the Clerk or Appropriate Official) (Position Title)

_____, that _____
(Name of the Entity) (Name of the Person Executing this Outgrant)

who signed the foregoing instrument on behalf of the Grantee was then _____ of
(Position Title of the Person Executing this Outgrant)

_____. I further certify that the said officer was acting within
(Name of the Entity)

the scope of powers delegated to this officer by the governing body of the
Grantee in executing said instrument.

Date: _____
(Name of the Clerk or Appropriate Official)

(Affix Corporate Seal)

THIS INSTRUMENT PREPARED BY:

Brittney Hauptert, Realty Specialist
Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7151

REVIEWED FOR LEGAL SUFFICIENCY BY:

Evan Carden, Assistant District Counsel
Office of Counsel
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Ave
Walla Walla, WA 99362-1876
509 527-7717

THIS INSTRUMENT PREPARED BY:

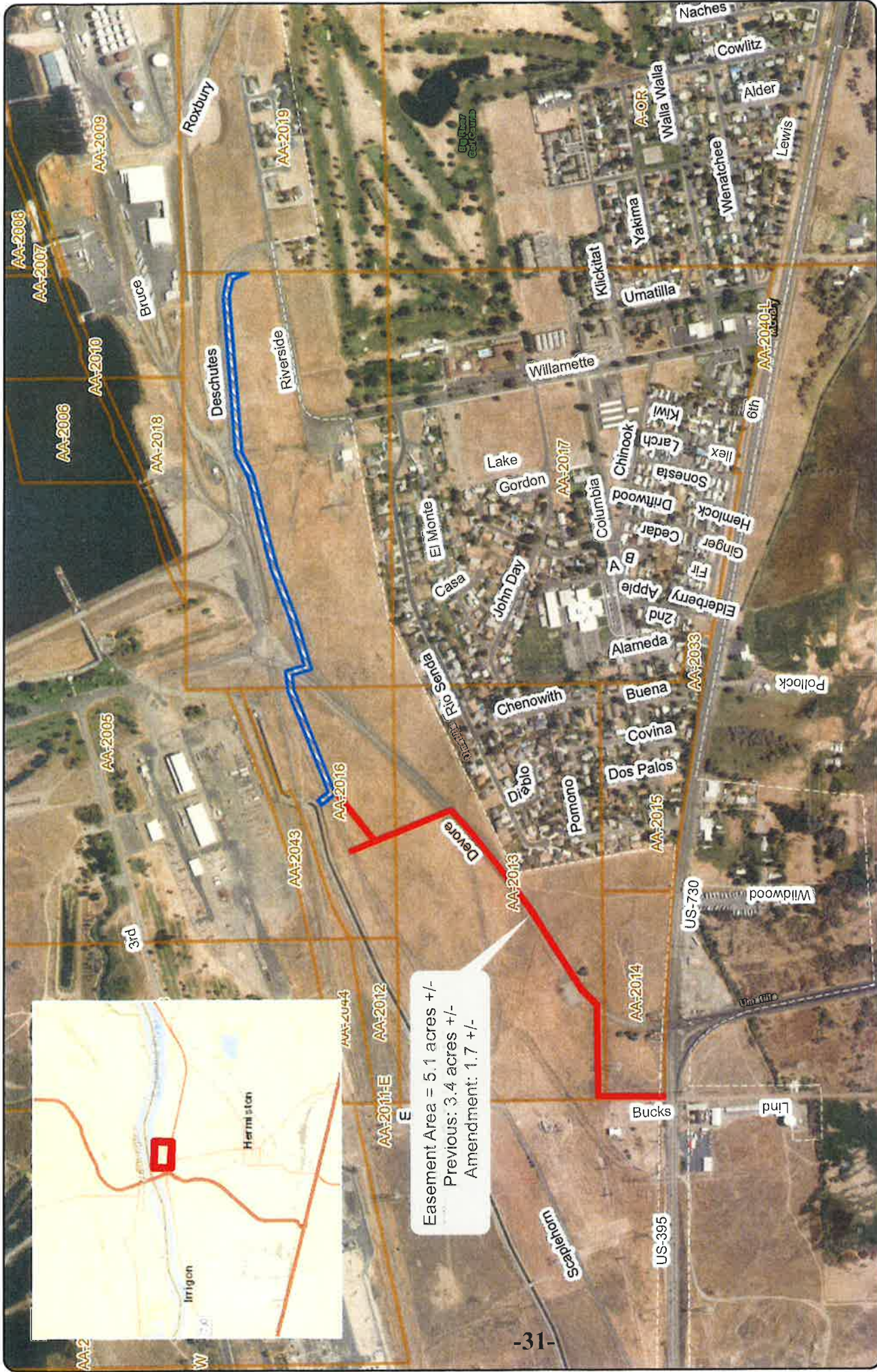


Brittny Haupert, Realty Specialist
Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7151

REVIEWED FOR LEGAL SUFFICIENCY BY:



Evan Carden, Assistant District Counsel
Office of Counsel
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Ave
Walla Walla, WA 99362-1876
509 527-7717



Easement Area = 5.1 acres +/-
 Previous: 3.4 acres +/-
 Amendment: 1.7 +/-

City of Umatilla Waste Water System Right of Way Easement #DACW68-2-18-19 Exhibit "D"

Section - 10, 15 Township - 5N Range - 28E
 Tracts: AA-2013, AA-2014, AA-2016, A-OR
 Umatilla County, OR
 McNary Lock and Dam

Scale 1:10,000

MAP ID: DACW68-2-18-19
 DATE: 8/20/2018
 DISCLAIMER
 This product was produced from geospatial information by the U.S. Army Corps of Engineers. Geospatial data and products may be developed from sources of varying accuracy and may not be suitable for navigation or other purposes. The U.S. Army Corps of Engineers assumes no liability for any errors or omissions, or for any consequences arising from the use of the information. The U.S. Army Corps of Engineers reserves the right to correct, update, or modify geospatial data and/or products without notification.

US Army Corps of Engineers
 Water Data Display

Legend:
 Easement: Amendment (Red outline)
 Easement: Previous (Blue outline)
 USACE Land Tracts (Orange outline)

ROGERS SURVEYING, INC.

1455 COLUMBIA PARK TRAIL

RICHLAND, WA 99352

HTTP://WWW.ROGERSSURVEYING.COM

gwagner@rogerssurveying.com

PHONE: (509) 783-4141

FAX: (509) 783-8994

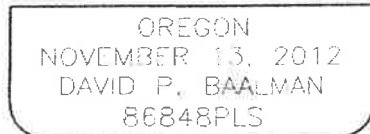
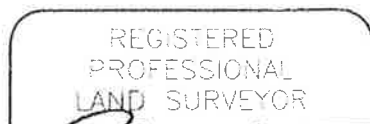
**LEGAL DESCRIPTION
WATER EASEMENT**

A STRIP OF LAND 20.00 FEET IN WIDTH, 10.00 FEET OF WIDTH LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN; LOCATED IN UMATILLA COUNTY, OREGON. SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, FROM WHICH, A UNITED STATES ARMY CORP. OF ENGINEERS ALUMINUM CAP STAMPED "AA-2013-A-W 1989 BEARS S00°45'27"E, 678.23 FEET; THENCE N78°52'08"E, 1628.38 FEET **TO THE TRUE POINT OF BEGINNING**; THENCE S22°01'32"E, 173.35 FEET **TO A POINT HEREINAFTER REFERRED TO AS POINT "A"**; THENCE S22°01'38"E, 523.16 FEET TO A POINT LYING 10.00 FEET NORTHWESTERLY OF THE NORTHWEST MARGIN OF AN EXISTING EASEMENT; THENCE THE FOLLOWING 8 COURSES PARALLEL WITH AND LYING 10 FEET NORTHWESTERLY, NORTHERLY, AND WESTERLY THEREOF; THENCE S46°56'06"W, 139.96 FEET; THENCE S49°55'16"W, 316.17 FEET; THENCE S52°48'27"W, 361.97 FEET; THENCE S57°04'18"W, 355.31 FEET; THENCE S57°17'01"W, 256.27 FEET; THENCE S44°04'38"W, 133.55 FEET; THENCE S89°10'54"W, 582.74 FEET; THENCE S00°49'06"W, 424.67 FEET **TO THE MONUMENTED PROJECT BOUNDARY OF UNITED STATES ARMY CORP. OF ENGINEERS McNARY PROJECT AND THE TERMINUS OF SAID DESCRIBED LINE.** THE SIDELINES OF SAID STRIP OF LAND TO BE SHORTENED/LENGTHENED TO TERMINUS AT SAID MONUMENTED PROJECT BOUNDARY.

TOGETHER WITH THE FOLLOWING STRIP OF LAND BEING 20.00 FEET IN WIDTH, 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE;

BEGINNING AT POINT "A" AFOREMENTIONED; THENCE N50°51'03"E, 437.21 FEET TO THE TERMINUS OF SAID DESCRIBED LINE.



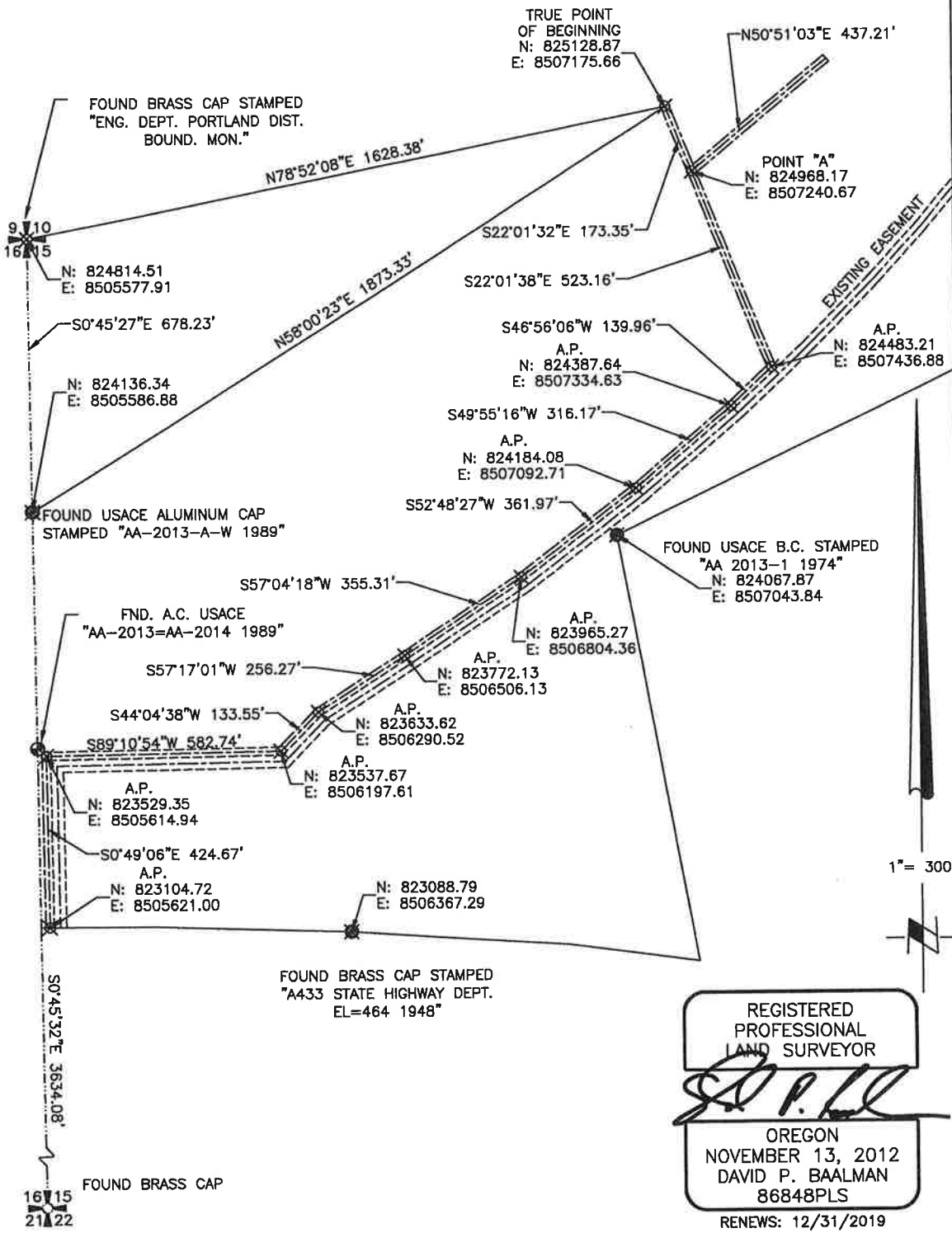
RENEWS: 12/31/2017

F:\legals\leg18\27418.doc

Revised 07/24/18

DAW

EXHIBIT MAP



REGISTERED
PROFESSIONAL
LAND SURVEYOR

David P. Baalman

OREGON
NOVEMBER 13, 2012
DAVID P. BAALMAN
86848PLS

RENEWS: 12/31/2019
SCALE: 1"=300' REV: NONE

ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99362
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com
f:\dwg\18\27418.DWG

- NOTES:
1. THIS SURVEY WAS PERFORMED ON JULY 19, 2018 AT THE REQUEST OF HDR ENGINEERING, INC.
 2. BASIS OF BEARING IS STATE PLANE, OREGON NORTH ZONE, DISTANCES ARE GRID, MEASURED IN INTERNATIONAL FEET.
 3. THE PURPOSE OF THIS SURVEY IS TO ILLUSTRATE A PROPOSED EASEMENT.



KONEN ROCK PRODUCTS, INC.



81890 Couse Creek Road • Milton-Freewater, OR 97862
(541) 938-6856
fax: (541) 938-6906
e mail: krack@pocketinet.com

11/8/2018

US Army Corp of Engineers

Phone: 509-492-6278

Fax: 509-545-2115

Attention: Ky Carpenter

PROJECT: 3rd & Verbena, Kennewick, WA

Thank you for requesting boulder prices from Konen Rock Products, Inc. on the above project. All quoted prices are F.O.B. jobsite.

SIZE: 2.5 foot to 4 foot Boulders

PRICE: \$42.50/Ton

QUANTITY: 411.60 Ton

	\$17,493.00
8.6% Sales Tax	<u>\$ 1,504.40</u>
TOTAL:	\$18,997.40

All prices are per U.S. ton as measured on 70' certified Powell scales and will be verified with delivery tickets. Please call me at (541) 938-6856 with any further questions.

Charles Konen

RESOLUTION NO. 25-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A RENEWAL AGREEMENT FOR CONTRACT DACW57-1-94-0008 BETWEEN THE CITY AND THE U.S. ARMY CORPS OF ENGINEERS

WHEREAS, the City of Umatilla would like to continue to operate and maintain the Umatilla Marina Park for public park and recreational purposes, in the John Day Lock and Dam area; and

WHEREAS, the current lease will expire December 12, 2018; and

WHEREAS, the City of Umatilla and United States Army Corps of Engineers are working together to negotiate an updated 25 year lease agreement, but a final draft version is not yet available; and

WHEREAS, the City of Umatilla believes it to be in the public's best interest for the City to continue to operate and maintain the Umatilla Marina Park; and

WHEREAS, a lapse in the lease would be detrimental, disruptive, or interfere with the effective operation and management of the park.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize the City Manager to continue drafting and negotiating a new 25 year lease agreement with the United States Army Corps of Engineers, make every effort to avoid or minimize a lapse in the term of operation, and to sign the updated document on behalf of the City of Umatilla upon completion of the negotiation.

PASSED by the Council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth - Mayor

ATTEST:

Nanci Sandoval – City Recorder

RESOLUTION NO. 26-2019

A RESOLUTION AWARDING CITY STAFF TWO ADDITIONAL FLOATING HOLIDAYS TO BE USED ON 12/24/2018 AND 12/31/2018

WHEREAS, this year, Christmas and New Year's holidays, both fall on a Tuesday; and

WHEREAS, staff's experience has been that, in most years around these holidays, foot traffic at City Hall and field requests for public works staff during these dates are few to zero; and

WHEREAS, in the spirit of supporting families, council wishes to acknowledge City staff's hard work and dedication by awarding two additional holidays.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF UMATILLA, OREGON, THAT:

SECTION 1. Authorize City staff to take December 24 and December 31, 2018 as additional floating holidays.

SECTION 2. Staff identified as essential staff that must work those 2 days, shall be awarded those 2 floating holidays to be used no later than June 30, 2019.

APPROVED by the council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

2019 UMATILLA CITY CALENDAR PLANNER

Council Meetings – First Tuesday of the month. Third Tuesday meetings maybe scheduled as workshops. Variation occurs occasionally due to holidays.

January	8** and 15	July	2 and 16
February	5 and 19	August	6 and 20
March	5 and 19	September	3 and 17
April	2 and 16	October	1 and 15
May	7 and 21	November	5 and 19
June	4 and 18	December	3 and 17

Planning Commission – Fourth Tuesday of the Month

January	22	July	23
February	26	August	27
March	26	September	24
April	23	October	22
May	28	November	26
June	25	December	

Holidays – City Hall Closed

January	1 – New Year Day	September	2 – Labor Day
January	21 – Martin Luther King, Jr. Day	November	11 – Veterans Day
February	18 – Presidents’ Day	November	21 – Thanksgiving Day
May	27 – Memorial Day	November	22 – Thanksgiving Day After
July	4 – Independence Day	December	25 – Christmas

***Regular meeting date changed due to holiday conflict*

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



I Heidi Sipe, request ___ appointment x re-appointment to:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Planning Commission | Library Board |
| Budget Committee | Transient Room Tax Committee |
| Parks & Recreation Committee | <input type="checkbox"/> Tree Board Committee |
| <input type="checkbox"/> Code Enforcement Board | City Council |

I have lived in Umatilla for 18 years. Additional qualifications:

I have served on the Umatilla Planning Commission since 2002. I believe it's important to have a mix of experience levels on such a Commission and believe that I bring a strong institutional memory to the group. Our current Commissioners provide a variety of experience levels which I think is wonderful for the operating systems of the group as whole. It's important to have a strong mix of experience levels so fresh ideas can be brought forward without having to recreate the wheel each time. I have appreciated the learning I've experienced by serving on the Commission and look forward to continuing to serve as a Planning Commissioner. I am committed to Umatilla's growth and success and am honored to serve in any capacity to help our City.

Address: _____

Phone Number: _____

E-mail Address: _____

Signature

Date 11/24/2018

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



I Mark Keith, request appointment re-appointment to:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Budget Committee | <input type="checkbox"/> Transient Room Tax Committee |
| <input type="checkbox"/> Parks & Recreation Committee | <input type="checkbox"/> Tree Board Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> City Council |

I have lived in Umatilla for 4 years. Additional qualifications:

My previous businesses in real estate and development along with construction of many homes will benefit the planning commission. In addition, I have a fire science degree with course work in codes and building construction.

Address: _____ Phone Number: _____

_____ E-mail Address: _____ *J.P. Co.*

Signature

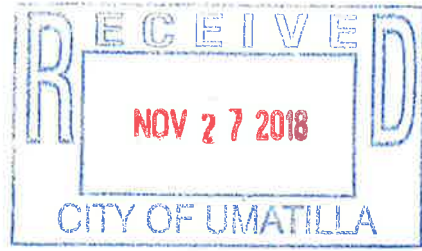
11/6/18

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

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



I Kent Morgan, request appointment re-appointment to:

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

I have lived in Umatilla for 2 1/2 years. Additional qualifications:

BS. Education Western Oregon Univ.
Business Owner 10 yrs
Chairman - Umatilla Co. Housing Authority
Lived in Eastern Oregon - All my life

Address: _____ Phone Number: _____
 _____ E-mail Address _____

Kent Morgan
 Signature

11/27/18
 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

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



I Bruce McLane, 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 30+ years. Additional qualifications:

budget committee member

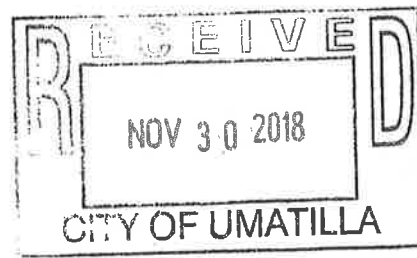
Address: _____ Phone Number: _____
E-mail Address: _____

Bruce McLane _____
Signature Date 11/30/2018

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

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



I Harry Hardy, request appointment re-appointment to:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Budget Committee | <input type="checkbox"/> Transient Room Tax Committee |
| <input type="checkbox"/> Parks & Recreation Committee | <input type="checkbox"/> Tree Board Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> City Council |

I have lived in Umatilla for 1 years. Additional qualifications:

Also Currently President of Mesium & Historical Society, Volunteer for the Chamber of Commerce

Address: _____ Phone Number: _____

_____ E-mail Address: _____

Harry Hardy
Signature

11-29-18
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

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



I Richard Payan, request appointment re-appointment to:

- | | |
|--|---|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Budget Committee | <input type="checkbox"/> Transient Room Tax Committee |
| <input checked="" type="checkbox"/> Parks & Recreation Committee | <input type="checkbox"/> Tree Board Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> City Council |

I have lived in Umatilla for 2 1/2 years. Additional qualifications:

I am a seasoned athletic coach with a positive attitude. My background is comprised of 30 years parks and recreation participation in many capacities and I am currently during the past 24 months working as a coach and mentor to Umatilla and Hermiston athletes. I am also a substitute teacher with the Umatilla High School District.

Address: _____ Phone Number: _____

_____ E-mail Address: _____


Signature

11-20-18
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

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



I Judy Simmons, request appointment re-appointment to:

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

I have lived in Umatilla for 29 years. Additional qualifications:

Currently on the Board, would like to stay on it.

Address: _____ Phone Number: 503 325 1111

E-mail Address: _____

Judy Simmons
Signature

11-19-18
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.

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Mayor and Council
City of Umatilla
PO BOX 110
Umatilla OR 97882

We, Parveen K & Jose H. Quinones request appointment re-appointment to

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Budget Committee | <input checked="" type="checkbox"/> Transient Room Tax Committee |
| <input type="checkbox"/> Parks & Recreation Committee | <input type="checkbox"/> Tree Board Committee |
| <input type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> City Council |

I have lived in Umatilla for 8 years. Additional qualifications

We have operated the Tillicum Inn since June 2015. We have split our business into 2. Tillicum Inn will remain & the business added will now be Econolodge. We have a vested interest to see Tourism grow in Umatilla.

Bus Address _____ Phone Number 253

Mailing Address _____ Email Address _____ 12

Parveen K. Quinones 11/20/18

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

RESOLUTION NO. 27-2019

**A RESOLUTION AUTHORIZING CITY MANAGER DAVID STOCKDALE TO SIGN
AN INMATE WORK PROGRAM AGREEMENT BETWEEN THE OREGON
DEPARTMENT OF CORRECTIONS AND THE CITY OF UMATILLA**

WHEREAS, the City of Umatilla wishes to partner with the Oregon Department of Corrections (DOC) for utilization for their inmate work crews; and

WHEREAS, the DOC desires to place selected minimum security inmates in appropriate work situations to perform labor with a public benefit while providing opportunities for participating Inmates to learn work skills and develop appropriate work habits; and

WHEREAS, this Agreement establishes the responsibilities of DOC and City of Umatilla in the use of Inmate workers to provide labor for projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF UMATILLA, OREGON, THAT:

SECTION 1. The City Manager is authorized to sign this agreement.

SECTION 2. Attached hereto is the agreement between DOC and City of Umatilla.

APPROVED by the council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

STATE OF OREGON

DEPARTMENT OF CORRECTIONS

Inmate Work Program Agreement -- Public (Oregon Public Bodies other than State Agencies)

This INMATE WORK PROGRAM AGREEMENT (the "Agreement") is made by the DEPARTMENT OF CORRECTIONS ("DOC"), and City of Umatilla, a political subdivision of the State of Oregon ("Agency"). Capitalized terms shall have the meanings assigned to them in Section 1 of this Agreement. This Agreement will become effective on the date of the last signature approval of all of the parties.

RECITALS

WHEREAS, this Agreement is entered into pursuant to ORS 179.360, 190.110, 421.005, 421.405 through 421.445, 421.490, and Section 41, Article I of the Oregon Constitution (Ballot Measure 17);

WHEREAS, DOC desires to place selected minimum security Inmates in appropriate work situations to perform labor with a public benefit while providing opportunities for participating Inmates to learn work skills and develop appropriate work habits;

WHEREAS, Agency desires to accomplish those Projects identified in Work Orders entered into pursuant to this Agreement using minimum security Inmates;

WHEREAS, it is the policy of DOC and Agency to cooperatively administer this Agreement and manage the operations of the Work Crews through joint project planning to accomplish the parties' mutual objectives and goals; and

WHEREAS, this Agreement establishes the responsibilities of DOC and Agency in the use of Inmate workers to provide labor for Projects.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained in the Agreement, the parties do hereby agree to the following:

1. DEFINITIONS.

1.1 Agency Project Manager shall mean an Agency employee responsible for monitoring Project quality, timeliness, progress and completion.

1.2 Agency Technical Supervisor shall mean an Agency employee who is qualified by education, knowledge, training or experience and has the demonstrated ability to provide Project training and technical supervision, assign work tasks, and monitor and assess work progress.

1.3 Authorized Representatives shall mean the persons identified at Section 14.1 of this Agreement.

1.4 Custodial Supervisor/Personnel shall mean a DOC employee(s) assigned to a Project and designated in the Work Order to be responsible for maintaining custodial supervision of Inmates assigned to a Work Crew.

1.5 Inmate shall mean a convicted felon not on parole, probation, or post-prison supervision status who is under the custodial supervision of DOC.

1.6 Institution shall mean a correctional facility operated by DOC where Inmates reside.

1.7 Institution Safety Officer shall mean a DOC employee responsible for the safety management of an Institution or facility or satellite thereof.

1.8 Project shall mean an activity which is wholly or partially accomplished through the use of Inmates and described in the executed Work Order(s) under this Agreement.

1.9 Project Description shall mean that portion of a Work Order describing in detail the scope of the particular Project and tasks to be performed, identifying specific work site details and necessary equipment and allocating responsibilities for supervision and training between DOC and Agency.

1.10 Reimbursable Expenses shall include but are not limited to vehicle rental charges, mileage, special clothing, tools and equipment provided by DOC, and such other incurred costs agreed to and set forth in the Work Order.

1.11 Work Crew shall mean the Inmates who are assigned to perform work on a Project.

1.12 Work Order shall mean the document to be signed by both parties that includes the Project Description, incorporates the terms and conditions of this Agreement by reference, includes price, Reimbursable Expenses, Work Crew size and work schedule, and all other details necessary to describe the obligations of the parties in completing the Project, including those listed in Subsection 2.1, and includes any exhibits, schedules and other attachments to and amendments of any of the above.

1.13 Work Program Coordinator shall mean a DOC employee responsible for overseeing daily planning and coordination of a Work Crew assigned to a Project.

2. DOC SHALL:

2.1 Upon Agency's request, negotiate a Work Order for each Project in accordance with the attached Exhibit A;

2.2 Provide Work Crew labor to accomplish the Project(s) as agreed to and specified in the Work Order(s), in accordance with DOC rules and regulations and within the limits and responsibilities established by this Agreement. Inmates assigned to a Project shall be selected by DOC in accordance with its rules and regulations;

2.3 Provide a Work Crew Custodial Supervisor/Personnel to be responsible for maintaining custodial supervision of Inmates assigned to a Project and to assist the Agency Technical Supervisor(s) as authorized by DOC.

2.4 Provide for the basic needs of Inmates assigned to the Project(s), including providing meals at the Project site(s), clothing appropriate to the season, and transportation to and from the work site. DOC shall not be responsible for providing Inmates with special purpose clothing or with essential tools, equipment or Project supplies, except as specified in the Work Order(s).

2.5 Provide general orientation and training to Agency personnel, as DOC deems appropriate, with regard to DOC policies, procedures, rules and regulations, such as those relating to security issues, prohibited inmate conduct, disciplinary reporting and other relevant subjects as determined by DOC; and

2.6 Bill the Agency for costs incurred at the amount and rates specified in this Agreement and in the applicable Work Order(s).

3. AGENCY SHALL:

3.1 Initiate requests for Work Orders in accordance with the attached Exhibit A, which will provide specifics for individual projects and will incorporate the terms and conditions of this Agreement;

3.2 Provide Inmates with the necessary training to ensure Project completion in accordance with the requirements of the Work Order(s). Qualified Agency personnel shall provide each Inmate with the information and experience to develop the skills required to carry out assigned tasks in a safe, efficient and progressively improved manner. Project training necessary for proper performance of assigned tasks includes, but is not limited to, technical training, written reference materials and manuals, and specific training regarding the precautions and safety practices associated with proper operation, handling and use of tools, equipment and machinery.

3.3 Provide training materials to the Work Program Coordinator for prior approval. Agency agrees to keep individual training attendance records and to provide such records to the Work Program Coordinator upon request. Agency personnel shall not approve any Inmate to operate power equipment, unless the Inmate has received proper training in equipment operation and safety procedures, and unless appropriate authorization has been given by the Institution Safety Officer;

3.4 Assure that properly trained and qualified Agency personnel are available at the work site(s) at appropriate times to provide technical direction and supervision concerning the work specified in the Work Order. Agency agrees to provide qualified personnel to assign work tasks, direct work activities, provide technical supervision and support, and monitor and assess work progress.

3.5 Provide DOC the essential tools and equipment necessary to accomplish the Project(s), including the appropriate special purpose clothing and required materials and supplies adequate for project completion, except as specified in the Work Order. All tools, equipment and unused materials provided by Agency shall remain the Agency's property; and

3.6 Reimburse the DOC in accordance with each Work Order, based on the costs and expenses incurred, in an amount not to exceed the estimated maximum amount specified in this Agreement.

4. PROJECT DESCRIPTION; SCHEDULING OF INMATES FOR WORK PROJECT; LIMITATION ON SERVICES AND INMATE WORKER AVAILABILITY

4.1 Work Order; Project; Project Description. Agency and DOC agree to develop a Work Order for each Project under this Agreement. The Work Order shall include a comprehensive Project Description, the Project's estimated duration, interim progress deadlines, if any, the Project location, the number of Inmate workers required, estimated work schedule required to complete the Project, compensation and payment, and any other requirements, terms or conditions pertaining to the Project, including special safety or security provisions. No work shall be performed until the Work Order has been signed by both parties thereto.

4.2 Scheduling of Inmates for a Project. The number of Inmates to be assigned to a particular Project shall be identified in the Work Order and shall be based upon the number of Inmates requested by the Agency and the availability of Inmates, Custodial Personnel and transportation as determined by DOC. DOC intends to make each Work Crew available to work 40 hours a week, inclusive of travel time to and from the Project site, if so required by the Agency, except as specified in the Work Order.

4.3 Limitation on Services; Inmate Worker Availability. Agency acknowledges and agrees that services under this Agreement will be provided by a workforce that is subject to change due to security and correctional limitations and that occasions may arise that will prevent DOC from providing such services. Although DOC will make every reasonable effort to provide the anticipated number of workers, DOC cannot guarantee their availability. In circumstances involving fire, riot, lockdown, workplace safety (as outlined under Section 8) or other emergency circumstances, or when it is otherwise in the best interest of DOC or the public to do so, DOC may, at its sole and absolute discretion and without further liability to Agency, reassign or suspend all or part of a Work Crew assigned to provide services under the Work Order for such period of time as DOC deems necessary. DOC will make every reasonable effort to give Agency advance notice whenever such reassignment or suspension of services becomes necessary.

5. COMPENSATION; PAYMENT.

5.1 Maximum Not-to-Exceed Amount. The total not-to-exceed cumulative value of all Work Orders entered into under this Agreement is \$ _____. If Agency elects to use "Maximum Not-to-Exceed Amount" Agency shall keep track of amounts expended for any Work Order(s) under this Agreement. Agency

shall furnish to DOC quarterly reports stating the cumulative total amount spent to date on each Work Order, identified by Project name and Work Order number, and the cumulative total amount spent to date on all Work Orders entered into under the Agreement. Agency shall forward a copy of the quarterly reports to the DOC Authorized Representative, and shall promptly notify the DOC Authorized Representative when Agency has expended between 60 and 70% of the total maximum amount(s).

5.2 **General.** DOC shall provide Work Crew labor for the amount and at the rates specified in the Work Order.

5.3 **Reimbursable Expenses.** In addition to the payment of any amounts for labor required under Section 5.2 above, Agency shall reimburse DOC such incurred Reimbursable Expenses as the parties have identified in the Work Order.

5.4 **Invoices; Payment.** Except as otherwise agreed in the Work Order, DOC shall submit a monthly invoice to Agency for services performed during the preceding calendar month, under the terms and conditions of this Agreement, identifying (i) the Project, (ii) the Work Order number, (iii) the amount due for labor performed and (iv) Reimbursable Expenses incurred by DOC during the billing period.

5.5 Payment is expected within 30 days following the date the invoice is received. After 45 days, overdue account charges may be assessed up to a maximum rate of two-thirds of one percent per month (8%) on the outstanding balance (ORS 293.462).

6. RESPONSIBILITY FOR INMATES AND PERFORMANCE REVIEW

6.1 **Responsibility for Inmates.** A DOC representative will act as the Work Crew Custodial Supervisor and be responsible for maintaining custodial supervision of Inmates assigned to a Project. To ensure public safety and the safe operation of the Work Crew, DOC reserves the right to conduct, and Agency hereby consents to, periodic physical searches of the Project site. These physical searches may include but may not be limited to searches of such things as Agency vehicles, equipment, tools and storage areas.

6.2 **Inmate Compliance with Agency Rules.** Inmates will be required to abide by Agency's rules and regulations which have been made known to them. Any Agency officer, employee, or agent who observes Inmate misconduct or activity which might give rise to misconduct shall immediately notify the Custodial Supervisor or other DOC Personnel. The Custodial Supervisor shall resolve questions that arise regarding an Inmate's compliance with Agency's rules or regulations. In the event of a conflict between DOC's rules and regulations and Agency's rules and regulations, DOC's rules and regulations shall prevail.

6.3 **Review of Projects.** The Work Program Coordinator, the Agency Project Manager or Technical Supervisor and the Work Crew Custodial Supervisor will confer on a periodic basis to assess Project progress, Project site safety and security and overall performance satisfaction. The Work Program Coordinator or other DOC representative may periodically visit the Project site to evaluate work activities and work progress, including scope of work, use of equipment, machinery and tools, training requirements, safety issues, work hazards and any other work site and working conditions. See Exhibit C, Inmate Work Crew Work Site Inspection Form.

7. Prison Rape Elimination Act (PREA)/Custodial Sexual Misconduct.

7.1 **Prison Rape Elimination Act.** PREA is a federal law that was enacted and signed into law in 2003 for the purpose of establishing a zero-tolerance standard for the incidents of rapes and sexual misconduct in prison and local jail/detention facilities. The PREA requires that prevention of prison rapes and sexual misconduct will be a top priority in prison, police lock ups, local jails and juvenile detention facilities. It further requires the development and implementation of national standards for the detection, prevention, reduction and punishment of prison rape and sexual misconduct.

7.2 **Crime of Custodial Sexual Misconduct.** SB 89 was enacted into law in 2005 and makes custodial sexual misconduct in the first degree a felony crime. For purposes relevant to this Agreement, this law (codified at ORS 163.452) provides that an Agency employee or contractor commits the crime of custodial sexual misconduct if the person commits an act that constitutes sexual misconduct with an individual who is known to be participating as an inmate or offender in a DOC work crew and whom the employee or contractor

is responsible to supervise. The Agency and its employees are required to report any witnessed violations of this law.

8. HEALTH AND WORK SITE SAFETY.

8.1 Agency's Compliance. Agency shall conduct its activities under this Agreement in compliance with all federal, state and local laws, ordinances, and standards for work and Project site health and safety. Minimally, a Project site shall meet the standards established by the Oregon Occupational Safety and Health Act (OSHA). The appropriate Institution Safety Officer or other representative shall visit each Project site prior to DOC approval of any Work Order, and at other times as appropriate, to evaluate the Project site and/or Work Crew activities for compliance with health and safety standards. See Exhibit B, Job Hazard Analysis and Certification.

8.2 DOC's Right to Stop Providing Inmate Workers and Services. DOC reserves the right, at its sole and absolute discretion, and without prior notice, to stop providing services and withdraw a Work Crew from a Project site whenever DOC determines that the Project site may be unsafe or that other working conditions may be unsafe or may violate applicable work site safety or security standards set forth by OSHA, DOC, or the Institution. In this event, DOC's Authorized Representative shall provide Agency with a written notice that describes the reason for work stoppage. Agency shall provide DOC a prompt written response detailing the steps Agency intends to take to address DOC concerns and to remedy any potentially unsafe condition. DOC shall review Agency's written response and, at its sole discretion and without further liability to Agency, may reassign or suspend all or some of the Inmate workers assigned under the Work Order for such period of time as DOC deems necessary, and may either resume work under the Work Order upon correction of any unsafe condition(s) or terminate the Work Order.

8.3 Responsibility for Costs Related to Inmate Injury or illness. The Oregon Legislative Assembly established an Inmate injury fund ("Fund"), administered by the Oregon Department of Administrative Services, Risk Management Division, pursuant to ORS 655.505 through 655.550, for the purpose of providing compensation to Inmates who sustain work related illness, injury, disability or death during the performance of paid work assignments. Subject to the Fund's requirements and Section 8.4, and subject to the normal conditions and limits established by its policy on medical care for Inmates, DOC shall be responsible for the cost of medical care and treatment for participating Inmates.

8.4 Agency Liability. To the extent permitted by the Oregon Tort Claims Act, Agency shall reimburse DOC for the cost of medical care and treatment, and any other compensation DOC is required to pay, for Inmates who sustain work related injuries, disabilities, illnesses or death that arise from Agency's negligent, illegal or intentional activities, or activities prohibited by this Agreement. Subject to the provisions regarding indemnification in Section 9 herein.

9. INDEMNIFICATION; INSURANCE.

To the extent permitted by Article XI, Sections 8 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party to this Agreement shall defend, save, hold harmless and indemnify each other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this contract, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.

Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System. If Agency employs subject workers as defined in ORS 656.027, Agency shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Agency shall require and ensure that each of its subcontractors complies with these requirements.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to DOC that it has full power and authority to enter into Work Orders of the type contemplated herein, and that all action on the part of Agency necessary for the authorization, execution, delivery and performance of this Agreement has been duly taken.

11. COMPLIANCE WITH APPLICABLE LAW

Agency shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement.

12. FORCE MAJEURE.

Neither party shall be held responsible to the other for any delay or default caused by fire, riot, lock down, civil commotion, war, act of God, or any other like condition or event which is beyond its reasonable control. Further, DOC shall not be liable to Agency for delays caused by DOC's exercise of its custodial duties, including discipline, security, and adherence to Institution policies and procedures regarding Inmate conduct.

13. TERMINATION.

Either party to a Work Order entered into under this Agreement may terminate it immediately (i) for breach of any material provision by the other party; (ii) in the event the party determines, in the exercise of its reasonable discretion, that the Oregon State Legislature has failed to approve funding, appropriations, limitations, allotment or other expenditure authority at levels sufficient to perform its obligations under the Work Order; or (iii) under the circumstances set forth in Section 8.2 of this Agreement. The terminating party shall provide written notice to the other party as soon as possible, but any such termination shall not affect obligations that accrued prior to the date of such notice and for which funding is lawfully available. In addition to the above, the Work Order may be terminated upon mutual agreement of the parties in writing or by either party, with or without cause, upon thirty (30) days' prior written notice to the other party. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date, and shall cancel as many obligations as is possible.

14. ADMINISTRATION; NOTICES.

14.1 Authorized Representative. Unless otherwise specified in the Agreement, DOC designates the Purchasing/Contracts Manager, or designee, as its Authorized Representative in the administration of the Agreement and Work Orders entered into thereunder. Agency designates Melissa Ince as its Authorized Representative.

14.2 Notices. Except as otherwise provided in this Agreement, any communications between the parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile transmission, or by mailing the same, postage prepaid, to the party's Representative as follows:

(DOC)	Department of Corrections 3601 State Street, Suite 280 Salem, OR 97301 Ph: (503) 378-5931
and	
(Agency)	City of Umatilla Attention: Melissa Ince 700 6 th Street/PO Box 130 Umatilla, OR 97838

or to such other address or fax number as either party may hereafter indicate in accordance with the procedures set out in this Section 14.2.

Any communication or notice properly addressed and mailed shall be deemed received five (5) calendar days after mailing. Any communication or notice delivered via fax shall be deemed received upon confirmation by

the transmitting machine of successful transmittal. Personal delivery shall be effective upon delivery into the possession of the party's authorized representative, or delivery into the possession of any employee at the party's address authorized to accept deliveries on behalf of the party.

15. WAIVER; AMENDMENT.

The parties may agree to amend this Agreement and any Work Order pursuant to the Agreement to the extent permitted by applicable statutes and administrative rules. No amendment shall be effective unless it is in writing and signed by the parties and unless all approvals required by applicable law have been obtained before becoming effective. No delay or omission to exercise any right, power or remedy accruing to either party to a Work Order upon any breach or default by the other shall impair any such right, power or remedy. Any waiver of breach or default must be in writing and shall be effective only to the extent specifically set forth in the writing. All remedies shall be cumulative and not alternative. No provision of a Work Order may be amended, waived, discharged or terminated orally.

16. INDEPENDENT CONTRACTOR.

DOC and Agency are, as to each other, independent contractors. This Agreement is not intended to, and shall not be construed to, create a partnership, joint venture or master-servant relationship between DOC and Agency, nor does the Agreement give either party the power to act as a partner, joint venturer or agent on behalf of the other. Nothing in this Agreement shall be construed to create a master-servant, principal-agent, or employer-employee relationship between Agency and Inmate workers or DOC and Inmate workers.

17. NO THIRD PARTY BENEFICIARIES.

Nothing contained in any Work Order entered into under this Agreement is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Work Order.

18. INTEGRATION.

Each Work Order, together with its exhibits, if any, and matter incorporated by reference, contains the entire agreement between the parties on the subject matter thereof, and no statements made by any party thereto, or agent thereof, not contained therein shall be valid or binding.

19. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, except that Agency shall not have the right to assign or transfer any of its rights or interest herein, and any such attempted assignment or transfer shall be null and void.

20. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, suit, proceeding or action between the State of Oregon, DOC or any other agency or department of the State of Oregon, and Agency, for any cause whatsoever arising out of this Agreement, and regardless whether the relief sought is legal or equitable, shall be brought only in the Circuit Court for Marion County in Salem, Oregon; provided, however, that if the claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

21. IMPLEMENTATION AND DURATION.

This Agreement shall become effective as of the date of last signature and shall remain in effect through November 31, 2023, unless extended or earlier terminated in accordance with its terms. The parties, by written amendment, may extend the performance period.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date hereinabove written.

**STATE OF OREGON, acting by and through
the DEPARTMENT OF CORRECTIONS**

City of Umatilla

By: _____
Michael Gower
Assistant Director for Operations

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 29-2019

A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE TO SIGN AN EASEMENT WITH A.T. CHASE, LLC, FOR THE RIGHT TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE A LOW-STRENGTH INDUSTRIAL PIPELINE AND RELATED INFRASTRUCTURE ON PROPERTY OWNED BY A.T. CHASE, LLC.

WHEREAS, the City of Umatilla has requested A.T. Chase, LLC 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 A.T. Chase, LLC; and

WHEREAS, A.T. Chase, LLC is willing to grant such right and easements subject to certain terms, provisions and conditions.

WHEREAS, the easement is due to the number of utilities within the right of way and extra width will allow future build out of lands within the Port of Umatilla; and

NOW, THEREFORE, be it resolved that the City of Umatilla authorizes the City Manager to sign the easement 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 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

<p><i>After Recording Return To:</i> KUHN LAW OFFICES 410 E. HURLBURT AVENUE HERMISTON, OR 97838</p> <p><i>Address of Grantor(s):</i> AT CHASE, LLC 120 N 2ND ST. UNION, OR 97883</p> <p><i>Address of Grantee(s):</i> CITY OF UMATILLA 700 6TH ST. P.O. BOX 130 UMATILLA, OR 97882</p> <p><i>Until a change is requested, all tax statements shall be sent to the following address:</i> NO CHANGE</p>	<p>(Space Reserved for Recorder's Use)</p> <p><i>Consideration:</i> \$ _____</p>
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UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (“Agreement”) is made this ____ day of November, 2018 (“Effective Date”) by and between AT Chase, LLC, an Oregon limited liability company (“Grantor”), and the City of Umatilla, an Oregon municipal corporation (“Grantee”)

RECITALS

A. Grantor is the recorded owner of real property located at 82891 Bud Draper Rd., Umatilla, OR 97882, known as Tax Lot 800 of Section 14, Township 5 North, Range 28 East in the records of Umatilla County, State of Oregon, (“Grantor’s Property”) and legally described as follows:

Lot 1, PORT – HAGERMAN REPLAT according to the Plat thereof, recorded in Book 15 of Plats, Page 86, 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.

B. Grantee needs a permanent utility easement and temporary construction easement 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*. ("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* ("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 Grantee Parties.

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. 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: AT Chase, LLC
120 N 2nd St.
Union, OR 97883

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.

DATED this _____ day of _____, 2018.

GRANTOR:

AT Chase, LLC, an Oregon limited liability company

By: _____
AT Chase, LLC, An Oregon limited liability company

////

////
State of OREGON

GRANTEE:

CITY OF UMATILLA
an Oregon municipal corporation

David Stockdale, City Manager
City of Umatilla,
an Oregon municipal corporation

County of Umatilla

This record was acknowledged before me on _____, 2018
by _____, _____ (title) of the AT Chase, LLC, an Oregon
limited liability company.

Notary Public – State of Oregon

State of OREGON
County of Umatilla

This record was acknowledged before me on _____, 2018 by David
Stockdale, City Manager of the City of Umatilla, an Oregon municipal corporation.

Notary Public – State of Oregon

S:\UMATILLA, CITY OF\Industrial Waste Water Agreements\AT Chase - WATER PIPELINE EASEMENT AGREEMENT SLP REVISIONS.doc

EXHIBIT A

A 40-FOOT WIDE INDUSTRIAL WASTEWATER EASEMENT TO BE DEDICATED TO THE CITY OF UMATILLA

An industrial wastewater easement over a portion of Lot 1, Port – Hagerman Replat according to the Plat thereof, recorded in Book 15 of Plats, Page 86, 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 most Westerly Northwest corner of said Lot 1, said point being the **POINT OF BEGINNING** of the industrial wastewater easement to be described, said point also being on the Easterly right-of-way line of Bud Draper Road at a point 40.00 feet Easterly of the centerline when measured at right angles;

Thence leaving the Westerly boundary of said Lot 1 and the Easterly right-of-way line of said Bud Draper Road, North 79°27'50" East along an interior boundary line of said Lot 1 for a distance of 40.00 feet;

Thence leaving the boundary of said Lot 1, South 10°32'04" East parallel to and 40.00 feet Easterly of the Easterly right-of-way line of said Bud Draper Road for a distance of 459.91 feet to an interior boundary line of said Lot 1;

Thence along the interior boundary line of said Lot 1, South 79°28'31" West, 40.00 feet to the Easterly right-of-way line of said Bud Draper Road

Thence leaving the interior boundary line of said Lot 1, North 10°32'04" West along the Westerly boundary of said Lot 1 and the Easterly right-of-way line of said Bud Draper Road for a distance of 459.90 feet to the **POINT OF BEGINNING** and the end of this industrial wastewater easement description.

Containing: 18,396.34 square feet (0.42 acres), more or less.

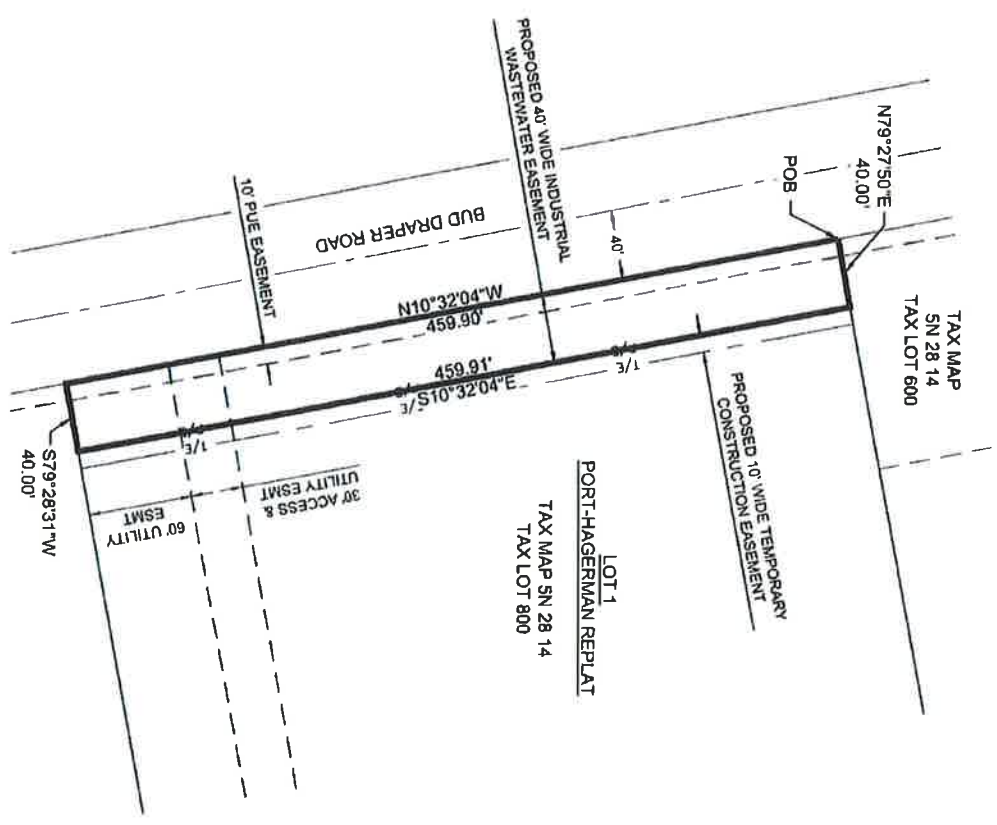
TOGETHER WITH a 10.00-foot wide temporary construction easement lying immediately East of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.



RENEWAL DATE: 6-30-20

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



NOT TO SCALE

NOVEMBER 13, 2018
POB=POINT
OF BEGINNING

11-13-2018

REGISTERED
**PROFESSIONAL
LAND SURVEYOR**

John Joseph Shea

OREGON
JAN 16, 1986
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

RESOLUTION NO. 30-2019

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN INTERGOVERNMENTAL GRANT AGREEMENT NUMBER C2018295 BETWEEN THE CITY OF UMATILLA AND THE STATE OF OREGON ACTING BY AND THROUGH ITS OREGON INFRASTRUCTURE AUTHORITY (OBDD) OF THE OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR PURPOSES OF AN INCOME SURVEY REIMBURSEMENT

WHEREAS, the City of Umatilla has identified several public works infrastructure projects that would expand economic opportunities and enhance livability for our community; and

WHEREAS, the City of Umatilla desires to apply for Business Oregon's Community Development Block Grant (CDBG) Program to assist with funding of these projects; and

WHEREAS, in order to be eligible to apply for CDBG funding the City was required to complete an income survey to establish an accurate low-to-moderate income figure; and

WHEREAS, The City has requested OBDD grant assistance in the amount of \$1,000 to use towards the cost of such income survey; and

WHEREAS, the City entered into an agreement with Portland State University for income survey services on April 16, 2018; and

WHEREAS, the City has delivered to OBDD a copy of that agreement and the final survey results.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize the Mayor, or his designee, to sign Intergovernmental Grant Agreement Number C2018295; and

RESOLVED that the Mayor, or his designee, is authorized to accept a \$1,000 grant from OBDD for the specific use as described in this agreement.

PASSED by the Council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

INTERGOVERNMENTAL GRANT AGREEMENT NUMBER C2018295

Title: 2018 Income Survey Reimbursement Contract

As authorized by ORS 190.110 and 285A.098(1)(c) and (d), this Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon Infrastructure Finance Authority (“OBDD”) of the Oregon Business Development Department and the City of Umatilla (“Recipient”). OBDD and Recipient (each a “party” and together the “parties”) may be contacted at the address(es) or number(s) below:

OBDD Contact	Recipient Contact
Project Contact: Becky Baxter	Project Contact: David Stockdale
Title: CDBG Program & Policy Coordinator	Title: City Manager
Address: 775 Summer Street NE Suite 200 Salem OR 97301-1280	Address: PO Box 130 Umatilla OR 97882-0130
Phone: 503-986-0104	Phone: 541-922-3226 ext 101
Email: Becky.Baxter@oregon.gov	Email: david@umatilla-city.org

- 1. Effective Date and Duration.** This Agreement becomes effective on the date every party has signed it, and in the case of OBDD, OBDD has obtained the approval of the Oregon Department of Justice (“Effective Date”). Unless amended, terminated or extended, this Agreement expires when Recipient’s completed performance has been accepted by OBDD or 30 June 2019, whichever occurs first.
- 2. Grant Award, Payment Terms, Project Requirements.**

The Recipient currently does not qualify for a Community Development Block Grant based on current American Communities Survey data regarding low-to-moderate income households or the lack of such data. The Recipient has been awarded financial assistance to conduct an income survey to establish an accurate LMI data figure for the defined service area.

The OBDD will reimburse Recipient up to 100% of actual and necessary, direct expenses to conduct an income survey of its residents, or \$1,000, whichever is less. The reimbursement will be made in one payment upon completion of the project and satisfaction of the following conditions:

- A. The Recipient has delivered to OBDD a copy of a third-party contract (and any other agreements) related to the Income Survey. The contract must include development methodology, activities for conducting the actual survey, and the results that will be tabulated and reported.
- B. Prior to conducting the survey, the Recipient must provide, and OBDD must approve, the survey methodology, survey document, survey interviewer script and any and all outreach, publicity, advertising materials. For surveys intended to lead to potential water and waste water projects, the Recipient must also include a map of the services connections of the proposed project to identify the proposed project service area. The Recipient shall also provide, for OBDD approval, any additional information that OBDD reasonably requests.
- C. The Recipient must conduct the survey as described in the methodology.
- D. The Recipient must deliver to OBDD a copy of the survey results.
- E. The Recipient is encouraged to describe planned expenses to OBDD before paying for or incurring costs. The Recipient must submit documentation of the expenses of the income survey

for OBDD's review and acceptance. All expenses are subject to OBDD's approval, in its sole discretion.

F. The OBDD must determine that the results of the survey meet US HUD standards for income surveys, which determination will not be unreasonably withheld.

3. **Amendments.** Unless otherwise expressly provided in this Agreement, the terms of this Agreement may only be extended or amended by written instrument signed by both parties.

4. **Representations, Warranties.** Recipient represents and warrants to OBDD that:

Recipient is a municipality duly organized and validly existing under Oregon law. Recipient has the power and authority to enter into and perform this Agreement.

The making and performance by Recipient of this Agreement (a) has been duly authorized by all necessary action of Recipient, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) does not and will not result in the breach of, or constitute a default of, or require any consent under, any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No further authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms.

5. **Records Maintenance; Access.** Contractor will maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor will maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and their duly authorized representatives have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts, transcripts or copies. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

6. **Termination.** This Agreement may be terminated immediately by mutual written consent of both parties, or by either party 30 days after the other party receives written notice. All duties and obligations of both parties under this Agreement cease at that time except outstanding accounting and reporting obligations. Under any event of termination, Recipient shall return, or cause the return of, any funds disbursed by OBDD which are not spent or obligated for the purpose of this Agreement, within 30 days of termination.

7. **Recipient Defaults and OBDD Remedies.** Recipient will be in default upon the occurrence of any of the following events:

Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OBDD to measure the delivery of services, the expenditure of funds or the performance by Recipient is untrue in any material respect when made.

Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) is adjudicated bankrupt or insolvent, or liquidated or dissolved.

In the event Recipient is in breach, OBDD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) immediate termination of this Agreement, notwithstanding Section 7, (b) requiring repayment of the grant and all interest earned by Recipient on those grant funds, (c) reducing or withholding payment for obligations or duties that Recipient failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (d) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (e) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (f) exercise of its right of recovery of overpayments under this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OBDD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

8. **OBDD Default and Recipient Remedy.** OBDD will be in default if it fails to pay Recipient pursuant to the terms of this Agreement, and OBDD fails to cure within 30 business days after receipt of Recipient's notice, or such longer period of cure as Recipient may specify in such notice. Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.
9. **Funds Available and Authorized, Non-appropriation.** OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute an event of default.
10. **Notices.** Except where otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, mail (postage prepaid), or email at the address set forth on page 1 of this Agreement, or to such other addresses either party may hereafter indicate. Any notice so addressed and mailed will be deemed to be given five (5) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered. Any such notice delivered by email will be effective on the day the transmitting machine generates a receipt of successful transmission, if transmission was during the normal business hours of the Recipient, or on the next business day, if transmission was outside the normal business hours of the Recipient. To be effective against a party, any such notice transmitted by email must be confirmed by telephone notice to that party.
11. **Indemnification of OBDD.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

- 12. Disclaimer of Warranties; Limitation of Liability.** Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any authorized use of these grant funds, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or Recipient's use of these grant funds.
- 13. Successors in Interest.** The provisions of this Agreement are binding upon and inure to the benefit of the parties, and their authorized successors and assigns.
- 14. Third-party Beneficiaries.** OBDD and Recipient are the only parties to this Agreement and entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give any direct or indirect benefit or right to third persons unless such third persons are individually identified by name and expressly described as intended beneficiaries of this Agreement.
- 15. Choice of Law; Designation of Forum; Federal Forum.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).

Notwithstanding the paragraph above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- 16. Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver or consent regarding any of the terms of this Agreement will bind either party unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. All parties, by the signature below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for such Sections that by their terms are meant to survive. Termination will not prejudice any rights or obligations accrued to the parties prior to termination.

- 19. **Time of the Essence; Force Majeure.** Time is of the essence in the performance of each and every obligation and duty under this Agreement. Neither party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond that party's reasonable control.
- 20. **Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.
- 21. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.



STATE OF OREGON
 acting by and through the
 Oregon Business Development Department



CITY OF UMATILLA

By: _____
 Chris Cummings, Assistant Director
 Economic Development

By: _____
 The Honorable Daren Dufloth
 Mayor of Umatilla

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

RESOLUTION NO. 31 -2019

A RESOLUTION AUTHORIZING CITY MANAGER TO SIGN THE NOTICE OF ACCEPTABILITY FOR WANAPA ROAD.

WHEREAS, City of Umatilla signed a Cooperative Agreement with Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and State of Oregon in 2015; and

WHEREAS, as part of the Cooperative Agreement City of Umatilla agreed to accept a new roadway, commonly referred to as Wanapa Road, after it was constructed and improved to a standard; and

WHEREAS, the project engineer has certified Wanapa Road has been built to design standard; and

WHEREAS, project engineer and CTUIR have signed the Notice of Acceptability; and

WHEREAS, City is required to sign the Notice of Acceptability prior to formal transfer of road ownership.

NOW, THEREFORE, be it resolved that the City of Umatilla authorizes City Manager to sign the Notice of Acceptability for Wanapa Road.

PASSED by the Council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder



City of Umatilla

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

November 29, 2018

TO: Dave Stockdale
FROM: Tamra Mabbott
RE: "Wanapa Road"

In 2015, City of Umatilla entered into an intergovernmental agreement with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and the State of Oregon. The attached Cooperative Agreement outlines the terms and conditions whereby the city previously to accept the new roadway once it was built and improved to a standard. The roadway is commonly referred to as Wanapa Road. The roadway has not been formally named, however, that will follow soon.

The project engineer has evaluated the roadway and has certified that the road was built to standard.

The attached "Notice of Acceptability" has been signed by the project engineer and the CTUIR. City signature is required.

Once the "Notice of Acceptability" is signed by city, the State of Oregon will prepare a deed to transfer the road ownership to city.

NOTICE OF ACCEPTABILITY OF WORK

Owner:	Confederated Tribes of the Umatilla Indian Reservation
Contractor:	Apollo, Inc.
Engineer:	Anderson Perry & Associates, Inc.
Project:	Wanapa Industrial Site Access Road and Utility Infrastructure - 2017

November 26, 2018

Date Project is Ready for Final Payment

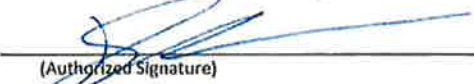
The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor subject to the provisions of 15.07 of the General Conditions, and, to the best knowledge and belief of the Engineer, the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated November 30, 2015, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Anderson Perry & Associates, Inc.



(Authorized Signature)

By: Dave Johnson

(Name)

Title: Project Engineer

Date: November 26, 2018

The Owner hereby accepts the Work on the above-referenced Project and concurs the Project is ready for final payment.

Confederated Tribes of the Umatilla Indian Reservation



(Authorized Signature)

By: William D. Tovey

(Name)

Title: DECD Director

Date: 11/28/18

The City of Umatilla, Oregon, hereby accepts the Work on the above-referenced Project and concurs the Project is ready for final payment.

The City of Umatilla, Oregon

(Authorized Signature)

By: _____
(Name)

Title: _____

Date: _____

cc: Contractor

**COOPERATIVE IMPROVEMENT AGREEMENT
CTUIR ROAD IMPROVEMENTS
INTERGOVERNMENTAL AGREEMENT
OREGON DEPARTMENT OF CORRECTIONS
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
AND CITY OF UMATILLA**

THIS AGREEMENT is made and entered into by and between the State of Oregon, acting through its Department of Corrections, hereinafter referred to as **STATE**, Confederated Tribes of the Umatilla Indian Reservation, a sovereign nation hereinafter referred to as **CTUIR**, and the City of Umatilla, an Oregon municipal corporation, hereinafter referred to as **CITY**, acting through their respective designated officials, hereinafter all referred to individually and collectively as "PARTY" or "PARTIES".

RECITALS

1. The **CTUIR** proposes to construct a new street and utility infrastructure across **STATE** and **CTUIR** owned land to access **CTUIR** lands adjacent to the **STATE** lands to promote industrial development on land that **CTUIR** currently owns located outside the **CITY** limits east of the **STATE** lands, hereinafter referred to as the "the Project." A map showing the location of the Project is shown on Exhibit A attached hereto and incorporated herein by reference. The Project elements are described in Exhibit B attached hereto and incorporated herein by reference.
2. The **CTUIR** proposes to construct the Project on the south 75 to 100-feet of the **STATE** and **CTUIR** lands as shown in Exhibit A, which Project extends from the **CITY** street known as Beach Access Road on the west to the middle of Section 7 on the east. The portion of the Project on Section 12 is within the **CITY** limits. The portion of the Project on Section 7 is located outside of the **CITY** limits and its Urban Growth Boundary (UGB). The **STATE** currently maintains a private road from Beach Access Road to a portion of the **STATE** land that is under the jurisdiction and control of **STATE**. Construction of the Project will eliminate the private road maintained by the **STATE** and will provide access to the entire southern boundary of the **STATE** site and to the **CTUIR** lands and other industrial lands owned by third-parties within the City of Umatilla. The Project will mitigate a variety of impacts resulting from the future development of **CTUIR** lands.
3. The **CTUIR** proposes to construct the new street to **CITY** industrial street standards or better and also proposes that on completion of construction the **CITY** accepts the new street as a **CITY** street and to operate and maintain the new street as a **CITY** street.
4. The **STATE** is willing to authorize construction of the new street on the **STATE** land and to dedicate the land on which the new street is constructed to the **CITY** as a **CITY** street, subject to the terms and conditions of this Agreement.
5. The **CITY** is willing to accept the new street as a **CITY** street following construction, subject to the terms and conditions of this Agreement.
6. Pursuant to Oregon Laws 2013, Chapter 786, Section 18(2), lottery bonds are authorized to be issued in an amount sufficient to provide \$3.5 million in net proceeds to fund grants to the **CTUIR** to construct the Project on the lands of the **STATE** and the **CTUIR**.

7. By authority granted in Oregon Revised Statutes 190.010 and 190.110, the **STATE** and units of local government may enter into cooperative agreements with federally recognized Indian tribes for the performance of any or all functions and activities that a **PARTY** to the agreement, its officers or agencies, have authority to perform.

8. The **PARTIES** desire to set forth the respective roles and responsibilities of the **PARTIES** relative to the construction of the new street and the transfer of the new street to the **CITY** as a **CITY** street, hereinafter referred to as the "Project."

NOW THEREFORE, this Agreement is for the purpose of addressing issues of mutual interest to the **PARTIES**, and it is therefore agreed by and among the **PARTIES** as follows:

TERMS OF AGREEMENT

I. EFFECTIVE DATE AND DURATION:

The term of this Agreement shall commence on the date ("Effective Date") on which this Agreement has been duly executed and all required approvals have been obtained and shall terminate, unless terminated earlier pursuant to the terms of this Agreement, on the later of transfer of the Project to the **CITY** as a **CITY** street, or December 31, 2018.

II. CONSIDERATION AND PAYMENT TERMS:

There shall be no payment from any **PARTY** to any other **PARTY** under this Agreement unless otherwise expressly agreed herein.

III. AUTHORIZED REPRESENTATIVES:

For purposes of day-to-day coordination under this Agreement and mailing of notice in regard to any matter hereunder:

- **CTUIR** hereby designates **Ryan DeGrofft**, Economic Planner, Department of Economic & Community Development, 46411 Timine Way, Pendleton, OR 97801 (541-429-7478), as its coordinator.
- **CITY** hereby designates **Bob Ward**, City Manager, 700 6th Street, P.O. Box 130 Umatilla, Oregon 97882 (541-922-3226), as its coordinator.
- **STATE** hereby designates **Doug Young**, Construction Administrator, 3601 State Street Salem Oregon 97301 (503-934-1064), as its coordinator.

IV. AMENDMENTS:

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the **PARTIES**.

V. ACCESS TO DEPARTMENT OF CORRECTIONS FACILITIES:

Access to any **STATE** facilities is subject to the provisions of ORS 423.020, 423.030 and 423.075, and OAR 291-016 (the Department of Corrections administrative rules on Facility Access).

VI. CITY SHALL:

1. Prior to construction, and as needed during construction, review and approve all budgets, surveys, drawings, plans and specifications for the Project to insure conformance with applicable **CITY** standards.
2. Coordinate with the **PARTIES** regarding issues of public involvement, public notification of road closures and detours, notifications to emergency service providers and other issues associated with the implementation of the Project.
3. Provide timely inspection and recommendations for approval of in-progress and completed work related to the Project for conformance with applicable **CITY** standards. Such recommendations for approval shall not be unreasonably withheld.
4. Otherwise take appropriate action, within the scope of the **CITY'S** responsibilities under this Agreement, so that the Project, when completed and constructed in accordance with the intent established by the drawings, plans, specifications, and deliverables to be developed by the **CTUIR**, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.
5. Upon completion of the Project and prior to termination of this Agreement, accept the Project as a **CITY** street if the **CITY** determines in its sole discretion that the Project conforms to **CITY** standards. **CITY'S** acceptance shall not be unreasonably withheld. The **CITY'S** acceptance is conditioned on upon the construction of street lights, power lines, domestic water lines, and drainage facilities within the **CITY** street. Upon acceptance, the street shall be a **CITY** street under **CITY** jurisdiction, and **CITY** shall thereafter be responsible for any and all maintenance of said street, including but not limited to any existing or newly-constructed public improvements, structures, equipment, and other appurtenances, including without limitation street lights, domestic water lines, and drainage facilities. This obligation shall survive the expiration of the term of this Agreement. All other utilities constructed within or placed under the **CITY** street serving the **STATE** or **CTUIR** lands shall be the responsibility of the owner of the lands served by the utility and the right to maintain the utility within or under the **CITY** street shall be established by written easement.
6. Upon approval of the exception to Goal 11 of the Oregon Statewide Planning Goals and Guidelines take such action as may be allowed under applicable law to provide utility services, including wastewater services, to the Project located outside the **CITY** limits and UGB as permitted at OAR 660-011-0060 (9)(b), which Project is to be constructed by **CTUIR**.

VII. CTUIR SHALL:

1. Pay all costs and expenses associated with the Project as determined by the Parties to be just, fair, and reasonable for the successful completion of the Project by **CTUIR**. The **CTUIR** obligation to pay for the Project shall dependent upon receipt of the \$3.5 million in lottery bond proceeds referenced in Recital No. 6, above. The **CTUIR** shall allocate the expenditure of lottery bond proceeds to pay all Project costs. The **CTUIR** shall be responsible for payment of

all costs and expenses of the Project in excess of the \$3.5 million in lottery bond proceeds referenced in Recital No. 6. The **STATE** and the **CITY** shall have no obligation to pay any direct or indirect costs or expenses associated with the Project.

2. Prepare or have prepared, in accordance with the applicable standard of care, all surveys, drawings, plans, specifications, deliverables, permit applications and other documents for the Project, so that when completed and constructed in accordance with the intent established by the drawings, plans, specifications, and deliverables, shall be structurally sound and a complete and properly functioning facility suitable for the purposes intended.

3. Construct the Project in accordance with **CITY** industrial street standards as set forth in "City of Umatilla Oregon, Technical Specifications and Drawings," and in accordance with the budgets, drawings, plans, specifications approved by **STATE** and **CITY**, which approval shall not be unreasonably withheld.

4. Make application for, pay all fees associated with and receive necessary permits, prior to commencement of the work.

5. In its procurement of goods and services necessary for the Project, including but not limited to all construction and related services, **CTUIR** shall comply with the provisions of the Oregon Public Contracting Code (ORS Chapter 279A, 279B and 279C) and applicable administrative rules. Specifically, but without limiting the generality of the preceding sentence, **CTUIR** shall comply with ORS 279C.800 to 279C.870 (the "Oregon Prevailing Wage Law") and applicable administrative rules. As requested by **STATE** or **CITY**, **CTUIR** shall enter into a prevailing wage compliance agreement with **STATE** or **CITY**, or both, to implement the requirements of the Oregon Prevailing Wage Law.

6. Provide and coordinate all necessary construction administration and construction engineering and inspection services in accordance with ODOT's Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual or as otherwise agreed to by the PARTIES. Inspection work shall be performed by certified inspection-quality assurance program inspectors. Said inspection services shall be similar to those services defined by the Oregon Department of Transportation Construction Contract Administration and Construction Engineering & Inspection template as described at:

(<http://www.oregon.gov/ODOT/CS/OPO/sow.shtml>). Upon completion of construction, provide or have provided a letter from a registered professional engineer, licensed with the State of Oregon certifying that all improvements are constructed in conformance with the approved drawings, plans and specifications.

7. Make application for, pay all costs and expenses and obtain approval for an exception to Goal 11 of the Oregon Statewide Planning Goals & Guidelines for the extension of **CITY** sewer system outside the **CITY** limits and UGB pursuant to OAR 660-011-0060 in accordance with Oregon state law and the Development Code of **CITY** prior to commencement of work.

VIII. STATE SHALL:

1. Prior to construction, and as needed during construction, review and approve all budgets, surveys, drawings, plans and specifications for the Project. Assist the **CTUIR** and **CITY** in resolving design and construction related issues, as needed, that arise throughout the course of the Project.

2. Issue permits or easements, including temporary construction easements, if required, for all work associated with the Project that will occur on lands of the **STATE**.
3. Provide timely review and recommendations for approval of in-progress and completed work related to the Project for conformance with approved drawings, plans and specifications. Such recommendations for approval shall not be unreasonably withheld. On completion of the Project the **STATE** shall inspect the Project to insure that all improvements conform to the approved drawings, plans and specifications.
4. Promptly notify the **CTUIR** and the **CITY** of any conditions resulting from the Project which may adversely affect **STATE** land.
5. Otherwise take appropriate action, within the scope of the **STATE's** responsibilities under this Agreement, so that the Project, when completed and constructed in accordance with the intent established by the drawings, plans, specifications, and deliverables to be developed by the **CTUIR**, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.
6. Upon completion of the Project and prior to termination of this Agreement, and upon request from the **CITY**, transfer ownership of and jurisdiction over the Project to the **CITY** for use as a **CITY** street, by dedication or such other means as the **CITY** may direct.

ALL PARTIES AGREE

IX. TERMINATION:

1. This Agreement may be terminated at any time by mutual written consent of the **PARTIES**.
2. **At any time prior to the commencement of work on the Project**, this Agreement may be terminated by any **PARTY** upon 30 days written notice to the other Parties if federal, state, tribal or local laws, regulations or guidelines are modified or interpreted in such a way that the **PARTY's** activity under this Agreement is prohibited by law. The date of the termination shall be no later than the effective date of the change in the law. However, any such termination shall be without prejudice to any liabilities or obligations of any **PARTY** already accrued as of receipt of the written notice.
3. **CTUIR**, at any time prior to commencement of work on the Project, may terminate this Agreement upon written notice if **CTUIR** fails to receive funding, appropriations, limitations or other expenditure authority from lottery bond proceeds and interest referenced in Recital number 6, above at levels sufficient to pay for the Project; or if federal, state, tribal or local laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the **CTUIR** is prohibited from paying for such work from the planned funding source. The date of the termination shall be no later than the effective date of the **CTUIR's** failure to receive funding, appropriations, limitations or other expenditure authority, or the change in the law, as applicable.
4. This Agreement may be terminated for cause by any aggrieved **PARTY**, upon written notice, if another **PARTY** commits any material breach or default of any covenant, warranty or obligation under this Agreement, or fails to perform its duties under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its duties as to endanger the aggrieved **PARTY's** performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 20 business days after delivery of the aggrieved

PARTY's notice to the other PARTY of such breach, default, or failure, or within such longer period of cure as the aggrieved PARTY may specify in such notice.

X. SURVIVAL:

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations as required by rule, law, statute, or expressly set forth herein.

XI. INDEMNIFICATION:

1. Subject to the limitations of the Oregon Constitution, the Oregon Revised Statutes, the Oregon Tort Claims Act and as otherwise provided by law, the **CITY** and the **STATE** agrees to indemnify and save the other PARTIES harmless, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, from any claims, liability or damages arising out of or resulting from any error, omission or act of negligence on the part of the indemnifying parties, its officers, or employees in the performance of this Agreement.

2. Subject to the limitations of the **CTUIR** Tort Claims Code, and as authorized by Section 1.07(G) of that Code, the **CTUIR** agrees to indemnify and save the **STATE** harmless up to the liability limits applicable to the **STATE** as provided in ORS 30.271 and to the **CITY** up to the liability limits applicable to the **CITY** as provided in ORS 30.272, within the limits of and subject to the restrictions in the **CTUIR** Tort Claims Code, from any claims, liability or damages arising out of or resulting from any error, omission or act of negligence on the part of the **CTUIR**, its officers, or employees in the performance of this Agreement.

3. In providing the service specified in this Agreement (and any associated services) the **STATE** and **CITY** are public bodies and maintain their public body status as specified in ORS 30.260. All PARTIES understand and acknowledge that each retains all privileges and immunities provided by law, whether sovereign immunity, immunity under the 11th Amendment to the United States Constitution or any other form of governmental immunity, and any and all other statutory rights granted as a result of their status as public bodies.

4. In providing the service specified in this Agreement (and any associated services), the **CTUIR** is a federally recognized Indian tribe possessing sovereign immunity from unconsented suit and all PARTIES understand and acknowledge that the **CTUIR** retains all privileges and immunities provided by law, whether sovereign immunity or any other form of governmental immunity, and any and all other treaty and statutory rights reserved or granted as result of its status as a federally recognized Indian tribe.

5. The PARTIES' contribution amount in any instance is limited to the extent it is limited under Oregon law, for the **STATE** and **CITY**, and **CTUIR** law for the **CTUIR**, as if that PARTY had sole liability in the proceeding. The **STATE's** contribution amount is limited to the same extent it is limited under Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300. The **CITY's** contribution amount is limited to the same extent it is limited under the Oregon Tort Claims Act, ORS 30.260 through 30.300, and as otherwise provided under Oregon law. The **CTUIR's** contribution amount is limited to the same extent it is limited under §1.07(B) of the **CTUIR** Tort Claims Code.

6. **CTUIR** shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the **STATE** and **CITY**, its officers, employees and agents from and against any and all claims,

actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of **CTUIR's** contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that **STATE** and **CITY** shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of **STATE** or **CITY**, be indemnified by the contractor and subcontractor from and against any and all claims.

XII. DISPUTE RESOLUTION; INTEGRATION:

1. Dispute Resolution-Mediation. The PARTIES shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the PARTIES alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each PARTY shall bear its own costs for mediation and the PARTIES shall equally share the cost of the mediator. This procedure shall be followed to its conclusion prior to either PARTY seeking relief from a court, except in the case of an emergency.

2. This Agreement constitutes the entire Agreement between **CTUIR, STATE** and **CITY** on the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either PARTY unless in writing and signed by **CTUIR, STATE** and **CITY**. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The delay or failure to enforce any provision of this Agreement shall not constitute a waiver by any PARTY of that provision or any other provision. **CTUIR, CITY** and **STATE**, by the signature below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

XIII. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION; WAIVER OF SOVERIGN IMMUNITY:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between **CTUIR** (and/or any other agency or department of the State of Oregon) and **STATE** or **CITY** that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Umatilla County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by any PARTY of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **CTUIR, STATE** and **CITY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

2. **CTUIR** hereby agrees to a limited waiver of its sovereign immunity solely with respect to the enforcement of this Agreement and its provisions. **CTUIR** further consents to the applicable law and exercise of subject matter and personal jurisdiction as set forth in paragraph 1 of Section XIII. The waiver shall be effective only during the term of this Agreement, provided that the

waiver shall remain in force for such time after termination of this Agreement as may be necessary to resolve the rights and obligations of the parties arising out of the Agreement. **CTUIR** further waives and agrees not to assert any doctrine requiring exhaustion of Tribal Court or administrative remedies prior to proceeding with any court proceeding. Prior to this Agreement becoming effective, **CTUIR** shall provide a resolution of their governing body certifying that the waiver required by this Section has been made in accordance with all requirements of the applicable governing documents of the **CTUIR**.

XIV. SEVERABILITY:

The PARTIES agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the PARTIES shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XV. NOTICE:

Except as otherwise expressly provided in this Agreement, any communications between the PARTIES hereto or notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to the **CTUIR, STATE** or **CITY** at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as either PARTY may indicate pursuant to this Agreement. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

XVI. COMPLIANCE WITH LAW:

In connection with each PARTY'S activities under this Agreement, **CTUIR, STATE** and **CITY** shall comply with all applicable federal, state tribal and local statutes, administrative rules, regulations, ordinances and other laws.

XVII. REPORTING REQUIREMENTS:

The PARTIES agree that **STATE** shall be the Reporting Party for purposes of ORS 190.115, Summaries of agreements of state agencies. **STATE** shall submit a summary of this Agreement to the Oregon Department of Administrative Services within the 30-day period immediately following the effective date of the Agreement.

XVIII. NO THIRD PARTY BENEFICIARIES:

CTUIR, STATE and **CITY** are the only PARTIES to this Agreement and are the only PARTIES entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third

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

XIX. COUNTERPARTS:

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all PARTIES, notwithstanding that all PARTIES are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

XX. SIGNATURES:

In witness whereof, the PARTIES hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF UMATILLA

By 

Title: MAYOR

Date: 7-10-2015

Confederated Tribes of the

Umatilla Indian Reservation

By 

Title: Gary Burke, Chairman
Board of Trustees

Date: _____

STATE OF OREGON

By _____

Title: Assistant Director, General Services

Date: _____

XX. SIGNATURES:

In witness whereof, the PARTIES hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF UMATILLA

By _____

Title: _____

Date: _____

**Confederated Tribes of the
Umatilla Indian Reservation**

By *Gary Burke* _____

Title: Gary Burke, Chairman
Board of Trustees

Date: _____

STATE OF OREGON

By _____

Title: Assistant Director, General Services

Date: _____

XX. SIGNATURES:

In witness whereof, the PARTIES hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF UMATILLA

By _____
Title: _____
Date: _____

**Confederated Tribes of the
Umatilla Indian Reservation**

By _____
Title: _____
Date: _____

STATE OF OREGON


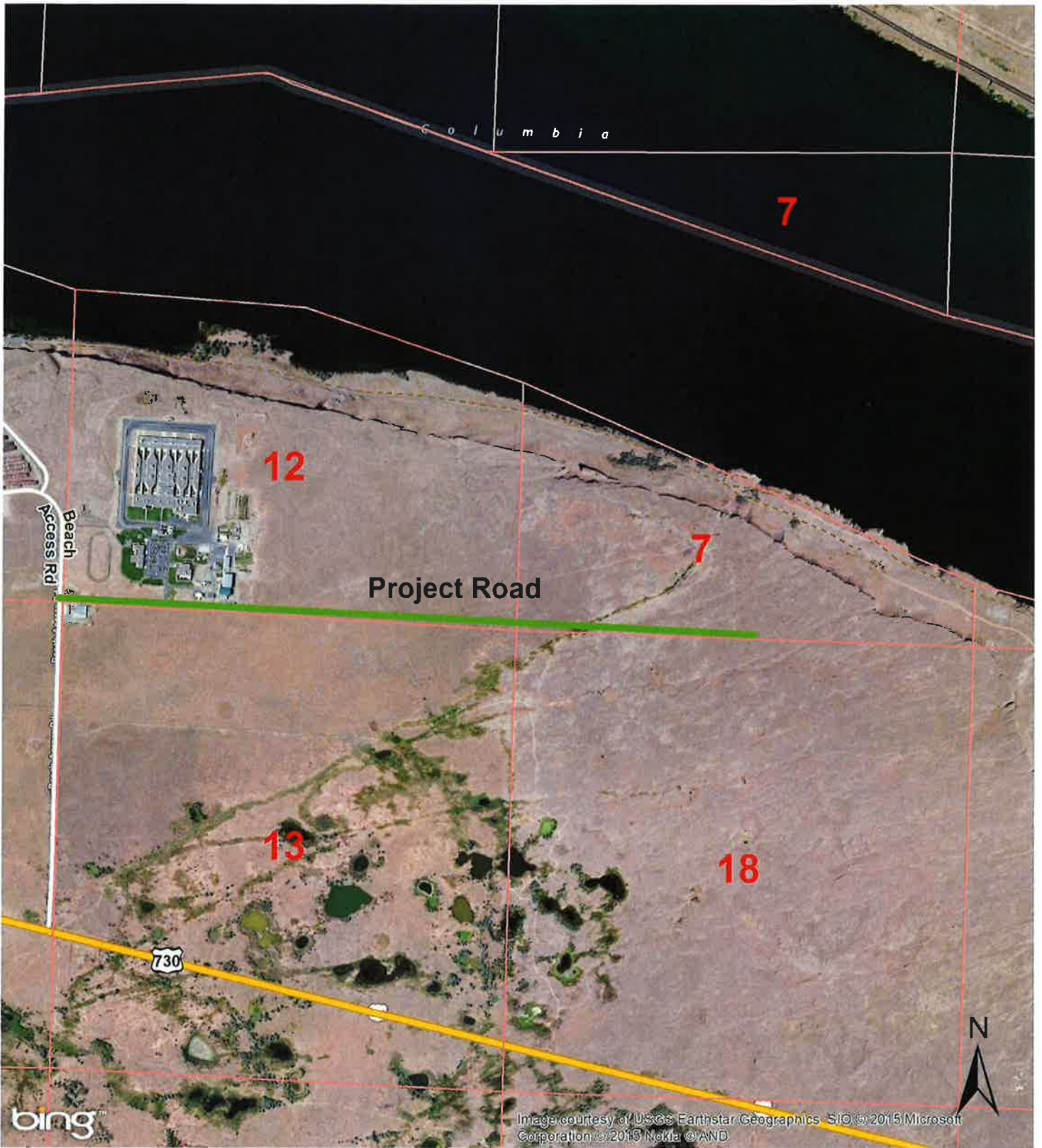
By  _____
Title: Assistant Director, General Services
Date: 6-18-2015

Exhibit A - Project Location



Cooperative Improvement Agreement
CTUIR Road Improvements
Intergovernmental Agreement
Oregon Department of Corrections
Confederated Tribes of the Umatilla Indian Reservation
and City of Umatilla

Umatilla County, Oregon
T5N R29E

Exhibit B – Project Elements

It is agreed to by the PARTIES that the following elements will be included in the Project:

- Road section that, at a minimum, meets the city of Umatilla's Industrial Road Standards.
- Water and Sewer lines meeting the anticipated flows and loadings from future development.
- Other public and private infrastructure typically required for industrial development, including but not limited to electrical power, natural gas, fiber optic and copper telecommunication lines.
- Relocation or replacement of existing street lighting along the western portion of the project. Additional street lighting as required by city of Umatilla.
- Irrigation line running from the eastern terminus of the road along the right-of-way to the east side of the DOC site. This line will share a trench with the potable water line. This line will be capped at each end and remain empty until such time as a feasible source of water can be identified and the means of transporting that water to the eastern terminus of the pipe can be mutually agreed upon.

It is agreed to by the PARTIES that the following elements may be included in the Project, subject to funding and feasibility:

- Irrigation line running from the east side of the DOC site along the right-of-way to the current access point for the DOC facility and/or Beach Access Road. This line will share a trench with the potable water line. This line will be capped at each end and remain empty until such time as a feasible source of water can be identified and the means of transporting that water to the eastern terminus of the pipe can be mutually agreed upon.
- Right-of-way fencing from the east edge of the DOC site to the developed portion of the DOC site. The purpose of the fence is to preserve security of DOC property adjacent to what will be a new public road. Project costs associated with the fence will not exceed \$20,000.

Cooperative Improvement Agreement
CTUIR Road Improvements
Intergovernmental Agreement
Oregon Department of Corrections
Confederated Tribes of the Umatilla Indian Reservation
and City of Umatilla

RESOLUTION NO. 32-2019

**A RESOLUTION AUTHORIZING A MONETARY DONATION FROM THE
UMATILLA HIGH SCHOOL KEY CLUB FOR USE ON THE KIWANIS FALLS
IMPROVEMENT PROJECT**

WHEREAS, the Umatilla High School Key Club, together with the Hermiston-Umatilla Kiwanis, is working with the City of Umatilla to make improvements to the waterfall located at the intersection of Highway 395 and Highway 730; and

WHEREAS, all project partners would like to build a waterfall and landscaping so that entry to the City is appealing and reflects a healthy and viable community; and

WHEREAS, the Umatilla High School Key Club has raised \$800 to use on this project and wishes to donate it to the City.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize the Mayor, or his designee, to accept an \$800 monetary donation from the Umatilla High School Key Club for the specific use as described in this resolution.

PASSED by the Council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

RESOLUTION NO. 33-2019

A RESOLUTION AUTHORIZING A MONETARY DONATION FROM THE HERMISTON KIWANIS CLUB FOR THE PURCHASE OF LIGHTS FOR THE BASKETBALL COURTS AT KIWANIS PARK IN McNARY

WHEREAS, the City of Umatilla submitted a funding request to the Hermiston Kiwanis Club in on May 15, 2018 to cover the cost of providing lighting at the new basketball court at Kiwanis Park in McNary; and

WHEREAS, Hermiston Kiwanis Club generously agreed to fund the lighting purchase; and

WHEREAS, this donation was received on August 16, 2018 and made a tremendous impact on the Kiwanis Park improvements.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize the Mayor, or his designee, to accept a \$6,000 monetary donation from the Hermiston Kiwanis Club for the specific use as described in this resolution; and

RESOLVED that the approval to accept this monetary donation be ratified.

PASSED by the Council and **SIGNED** by the Mayor this 4th day of December, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder



City of Umatilla

700 6th Street, PO Box 130, Umatilla, OR 97882

(541) 922-3226 Fax (541) 922-5758

December 4, 2018

Umatilla County
Elections Division
216 SE 4th Street STE 18
Pendleton, OR 97801

Dear Kim:

At the December 4, 2016 regular Council meeting, the Umatilla City Council unanimously accepted the results of the November 6, 2018 election in which all elected candidates, (Corinne Funderburk, Leslie Smith, and Josy Chavez, as council members; and Mary Dedrick, as Mayor) are qualified to hold their respective offices.

Sincerely,

Nanci Sandoval
City Recorder



City of Umatilla

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

December 4, 2018

MANAGERS REPORT FOR DECEMBER 4, 2018 CITY COUNCIL MEETING

CONSENT AGENDA

8.1 Paid Invoices.

These are City related operational expenses

8.2 Resolution No. 24.-2019. A Resolution to Authorize the City Manager to Sign Amendment No. 1 to Department of the Army Easement for Pipeline Right-of-Way No. DACW68-2-18-19 in the Amount of \$19,000 According to the Terms of the Agreement.

Budget: \$19,000

Scope: Pay USACE for the establishment and use of an easement for utility pipeline

Timeline: It is estimated that payment will occur within 90 days of execution of this agreement.

8.3 Resolution No. 25 – 2019. Resolution Authorizing the City Manager to Sign a Renewal Agreement for Contract DACW57-1-94-0008 between the City and the U.S. Army Corps of Engineers.

Budget: Annual operating costs associated with managing the Umatilla Marina RV Park

Scope: Continue to operate and maintain the park for the next 25 years.

Timeline: Finish negotiations as quickly as possible and sign the agreement as quickly as reasonable, making every effort to reduce or eliminate interruptions to services.

8.4 Resolution No. 26 – 2019 Resolution Awarding City Staff Two Additional Floating Holidays to be Used on December 24, 2018 and December 31, 2018 or at a later date should they be required to work on these dates.

Budget: Operational Staff costs ("sunk costs"). No additional financial cost to city, but will increase benefits by two additional floating holidays.

Scope: Add two additional floating holidays on 12/24 and 12/31 or as convenient for staff that is required to work these days.

Timeline: Implemented immediately.

8.5 2019 Meeting and Holiday Calendar. This action adopts the Council's operating/meeting calendar for 2019.

COMMITTEE REPORTS

- 9.1 Planning Commission.** This item shows each application received and indicates that Mayor has selected Hilda Martinez and Bruce McLane as his preferred appointments to the two vacancies of Planning Commission.
- 9.2 Parks & Recreation Committee.** This item shows each application received and indicates that Mayor has selected Richard Payan as his preferred appointment to Parks & Recreation Committee.
- 9.3 Library Board** This item shows each application received and indicates that Mayor has selected Judy Simmons as his appointment to Library Board.
- 9.4 Transient Room Tax Committee** This item shows each application received and indicates that Mayor has selected Econo Lodge as his appointment to Transient Room Tax Committee.

NEW BUSINESS

11.1 Resolution No. 27-2019 . Resolution Authorizing City Manager David Stockdale to Sign an Inmate Work Program Agreement between the Oregon Department of Corrections and the City of Umatilla

Budget: Time and Materials according to the agreement.

Scope: Staff wishes to be able to partner with the Department of Corrections for temporary additional labor, when needed, to assist with accomplishing the needs of the City.

Timeline: Implemented immediately and used as needed.

11.2 Resolution No. 28-2019. Sixth Street Waterline Project Easement (*this resolution is not yet completed at time of agenda notification publishing and will be handed out at Council Meeting*).

Budget: In-Kind cost of waiving two connection fees (up to \$1,500) on two separate parcels located on 6th St.

Scope: Staff is requesting Council to approve receiving a permanent use and temporary construction easement along two commercial properties on 6th St. related to the Waterline Replacement Project.

Timeline: Implement as soon as reasonably possible.

11.3 Resolution No. 29-2019. Resolution Authorizing City Manager Stockdale to Sign and Easement with A.T. Chase, LLC, for the Right to Construct, Install, Operate, Maintain, Repair and Replace a Low-Strength Industrial Pipeline and Related Infrastructure on Property Owned by A.T. Chase, LLC. Industrial Waste Water Line

Budget: Up to \$20,000 in connection fee credits, plus associated administrative costs to draft and record the easement.

Scope: A permanent use easement for ingress and egress across A.T. Chase, LLC's property for utility use and maintenance.

Timeline: Immediately upon approval. It is estimated that it may take up to 90 days to final recording.

11.4 Resolution No. 30 – 2019. Resolution Authorizing the Mayor to Sign Intergovernmental Grant Agreement Number C2018295 between the City of Umatilla and the State of Oregon Acting By and Through Its Oregon Infrastructure Authority (OBDD) of the Oregon Business Development Department for Purposes of an Income Survey Reimbursement.

Budget: \$1,000 in grant revenue

Scope: Funds to be used to assist the City in receiving current and future Community Development Block Grants

Timeline: Immediately upon approval.

11.5 Resolution No. 31 – 2019. Resolution Authorizing City Manager to Sign the Notice of Acceptability for Wanapa Road.

Budget: Future operations and maintenance costs associated with ownership of Wanapa Rd.

Scope: Accept and receive into the City's street inventory, Wanapa Rd.

Timeline: Immediately upon approval.

11.6 Resolution No. 32 – 2019. Resolution Authorizing a Monetary Donation from the Umatilla High School Key Club for use on the Kiwanis Falls Improvement Project

Budget: \$800 in donated revenue

Scope: Funds to be used for improvements to the Kiwanis Falls project.

Timeline: Accept funds immediately. Funds will be clearly documented and used for future improvements to Kiwanis Falls. A new budget/scope/timeline is being created for that project. Staff hopes to bring this item to Work Shop for an update in February 2019.

11.7 Resolution No. 33 – 2019. Resolution Authorizing a Monetary Donation from the Hermiston Kiwanis Club for the Purchase of Lights for the Basketball Courts at Kiwanis Park in McNary.

Budget: \$6,000 donation in revenue

Scope: Funds will be used to complete improvements, specifically light installation, at Kiwanis Park.

Timeline: Light installation is scheduled to be completed no later than March 15, 2019.

11.8 Mayor and City Council Members Service Recognition Awards. This item is to recognize exiting Mayor and Council members with a service recognition plaque.

11.9 Certification for Election. Standard letter provided to the County to ratify election results.