

**UMATILLA CITY COUNCIL MEETING
A G E N D A
COUNCIL CHAMBERS
JANUARY 08, 2019
7:00 P.M.**

1. MEETING CALLED TO ORDER

2. OATH OF OFFICE

- 2.1 Corinne Funderburk - Council Position 1
- 2.2 Leslie Smith – Council Position 3
- 2.3 Josy Chavez - Council Position 5
- 2.4 Mary Dedrick - Mayor

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. CITY MANAGER’S REPORT

- 6.1 Appreciation for Shelly Parmelee
- 6.2 Appreciation for Jeff Wheeler
- 6.3 Appreciation for Heidi Sipe
- 6.4 Appreciation for Lyle Smith

7. PUBLIC COMMENT: Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening’s agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.

8. CONSENT AGENDA

8.1 Paid Invoices *pages 1 - 18*

8.2 Court Report *page 19*

8.3 December 4, 2018 minutes *pages 20 - 24*

8.4 Resolution No. 35-2019 – A Resolution Authorizing the City Manager to Sign a One Year Master Subscription and Service Agreement, Contract No. 11484, with eCivis, Inc. For Grant and Management Services *pages 25 - 33*

8.5 Resolution No. 36-2019 – A Resolution Authorizing the Mayor to sign a Corrective Action Plan Letter to the Secretary of State for the 2017 – 18 Fiscal Year Audit *pages 34 - 36*

8.6 Resolution No. 37-2019 – A Resolution Authorizing City Manager, David Stockdale, to Sign a Contract with Bert’s Auto Salvage, LLC, for Towing, Storage and Disposal of Impounded Vehicles *pages 37 - 44*

8.7 Social Gaming License – Russ’s Place Tavern *pages 45 - 50*

8.8 Appointments to Library Board

a. Arnell Eynon (reappointment) *page 51*

b. Christine Harding (reappointment) *page 52*

8.9 Appointments to Transient Room Tax Committee

a. EconoLodge Manager, Josephine Kepich *page 53*

b. Quality Inn Owner, Ramandeep Singh *page 54*

c. Becky Finck *page 55*

8.10 Appointments to Budget Committee

a. Christine Harding *page 52*

b. Judy Simmons *page 56*

c. Becky Finck *page 55*

9. NEW BUSINESS

9.1 Appointment of Council President

9.2 Appointment of Council Subcommittees

9.3 Resolution No. 38-2019 A Resolution Adding the Mayor and Council President as Signatories on City Bank Accounts *pages 57 -58*

10. CORRESPONDENCE

11. PUBLIC COMMENT:

12. DISCUSSION ITEMS

12.1 Organizational Chart Update

12.2 Council Packets & Procedures

12.3 Creating City Council Goals *pages 59 - 61*

12.4 Remaining Committee Vacancies and Outreach

13. MAYOR’S MESSAGE

14. COUNCIL INFORMATION & DISCUSSION

15. ADJOURN

This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. Special accommodations to attend or participate in a city meeting or other function can be provided by contacting City Hall at (541) 922-3226 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance.

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
26							
26	AgSource Laboratories	90777299	TRCI LAB TEST	11/07/18	76.85	42551	12/20/18
		90777300	TRCI LAB TEST	11/09/18	76.85	42551	12/20/18
		90777301	TRCI LAB TEST	11/14/18	76.85	42551	12/20/18
	Total 26:				<u>230.55</u>		
34							
34	All American Heating and Coolin	10668	POST OFFICE AC TROUBLESHOOT	12/13/18	332.50	42552	12/20/18
	Total 34:				<u>332.50</u>		
59							
59	Aramark Uniform Services, Inc.	86362830	Mats & Towels	10/11/18	94.78	42554	12/20/18
		863662828	Police Mats	10/11/18	132.48	42554	12/20/18
		863683288	Police Mats	10/25/18	132.48	42554	12/20/18
		863683290	Mats & Towels	10/25/18	94.78	42554	12/20/18
		863703733	Police Mats	11/08/18	132.48	42554	12/20/18
		863703735	Mats & Towels	11/08/18	94.78	42554	12/20/18
		863724215	Police Mats	11/22/18	132.48	42554	12/20/18
		863724217	Mats & Towels	11/22/18	94.78	42554	12/20/18
	Total 59:				<u>909.04</u>		
64							
64	Armstrong, Donald	KEYREFUN	KEY REFUND	11/20/18	110.00	42486	12/06/18
	Total 64:				<u>110.00</u>		
92							
92	Banner Bank Mastercard	2217NOV201	OFFICE SUPPLIES	10/25/18	329.53	42555	12/20/18
		2217NOV201	UNIFORM/ACCESSORIES	10/25/18	178.99	42555	12/20/18
		2217NOV201	PD EQUIP OPERATION	10/25/18	281.09	42555	12/20/18
		2217NOV201	TLO TRANSUNION	10/25/18	150.00	42555	12/20/18
		2217NOV201	OACP- ELTS	10/25/18	190.00	42555	12/20/18
		3488DEC18	AIRPORT PARKING- CALDERA	11/30/18	60.00	42487	12/06/18
		3488DEC18	AIRPORT PARKING - HORN	11/30/18	60.00	42487	12/06/18
		3488DEC18	OIC TRAINING -SALEM HOTEL	11/30/18	263.72	42487	12/06/18
		5919DEC18	OFFICE SUPPLIES	11/30/18	39.97	42487	12/06/18
		5919DEC18	ANNUAL ONLINE EO SUBSCRIPTION	11/30/18	78.00	42487	12/06/18
		5919DEC18	MEETING MEALS	11/30/18	86.39	42487	12/06/18
		5919DEC18	OMRA DUES	11/30/18	60.00	42487	12/06/18
		5919DEC18	PW DIRECTOR JOB POSTING	11/30/18	825.00	42487	12/06/18
		5919DEC18	SANTA SUIT	11/30/18	407.16	42487	12/06/18
		5919DEC18	MAYOR/COUNCIL				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			PLAQUES	11/30/18	215.88	42487	12/06/18
		5919DEC18	GFOA TRAINING	11/30/18	85.00	42487	12/06/18
		8522DEC18	NEACT LUNCHEON	11/30/18	49.00	42487	12/06/18
		8522DEC18	FLOOD PLAIN TRAINING - SEITZ	11/30/18	40.00	42487	12/06/18
		8522DEC18	TRAVEL OREGON LUNCHEON	11/30/18	9.25	42487	12/06/18
		8522DEC18	PRINTER FOR SEWER SHOP	11/30/18	349.95	42487	12/06/18
		8522DEC18	TRI CITY REGIONAL CHAMBER LUNCHEON	11/30/18	70.00	42487	12/06/18
	Total 92:				<u>3,828.93</u>		
126							
126	BJK Truck Parts	H328193	Street Dept Maintenance	11/20/18	24.68	42488	12/06/18
	Total 126:				<u>24.68</u>		
128							
128	Black Bear Construction, LLC	161RIOSEN	BUILDING PERMIT REFUND	10/17/18	508.20	42556	12/20/18
		161RIOSEN	BUILDING PERMIT REFUND	10/17/18	47.12	42556	12/20/18
	Total 128:				<u>555.32</u>		
199							
199	Canon Solutions America, Inc	4027670887	MAINTENANCE	11/24/18	158.90	42558	12/20/18
	Total 199:				<u>158.90</u>		
214							
214	Cascade Natural Gas Corp.	CITYHALLN	Natural Gas New City Hall	11/27/18	86.16	42489	12/06/18
		CITYHALLN	Natural Gas New City Hall	11/27/18	86.16	42489	12/06/18
		CITYHALLN	Natural Gas Library	11/27/18	86.16	42489	12/06/18
		DRAPERNO	Natural Gas Draper Street	11/27/18	43.62	42489	12/06/18
		SEWERNOV	Natural Gas Sewer Plant	11/27/18	416.66	42489	12/06/18
	Total 214:				<u>718.76</u>		
216							
216	Caselle, Inc.	89217	CONTRACT SUPPORT	07/27/18	711.00	42490	12/06/18
	Total 216:				<u>711.00</u>		
222							
222	Center Point Large Print	1644448	Large Print Books for Library	12/01/18	182.76	42559	12/20/18
	Total 222:				<u>182.76</u>		
226							
226	CenturyLink	0457NOV18	Police Dept T31 Line	11/30/18	93.23	42491	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 226:					93.23		
273							
273	Commercial Tire	235272	Marina Equipment Repair	11/01/18	15.00	42562	12/20/18
		235613	Parks Dept Equip Repair	11/13/18	658.90	42562	12/20/18
		235618	Police Dept Snow Tire Changeover	11/13/18	63.00	42562	12/20/18
		235619	Police Dept Vehicle Maintenance	11/13/18	658.55	42562	12/20/18
		235704	Marina Gator Tire Repair	11/16/18	26.95	42562	12/20/18
		235714	Police Dept Snow Tire Changeover	11/16/18	63.00	42562	12/20/18
		235798	Police Dept Snow Tire Changeover/Maint	11/16/18	104.15	42562	12/20/18
		235834	Police Dept Snow Tire Changeover	11/20/18	63.00	42562	12/20/18
		235850	Police Dept Snow Tire Changeover/Maint	11/20/18	104.15	42562	12/20/18
		235886	Police Dept Vehicle Maintenance	11/21/18	197.37	42562	12/20/18
Total 273:					1,954.07		
302							
302	CRIS Inc.	113018-M	Contract Service Agreement	11/30/18	12,500.00	42493	12/06/18
		113018-M	SUPPLIES	11/30/18	106.85	42493	12/06/18
Total 302:					12,606.85		
308							
308	Crystal Springs	9262940-121	Water for Police Department	12/12/18	47.20	42563	12/20/18
Total 308:					47.20		
343							
343	DEMCO, Inc.	6501203	Library - SUPPLIES	11/27/18	51.85	42494	12/06/18
Total 343:					51.85		
351							
351	DEQ - Water Quality Division	SCHD3.0	PERMIT MODIFICATION FEE	11/30/18	432.00	42495	12/06/18
Total 351:					432.00		
388							
388	Duke's Auto Plus	11737	Police Dept Vehicle Maintenance	11/14/18	100.00	42498	12/06/18
Total 388:					100.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
397							
397	Dynamic Computer Consulting, I	13524	Proof Point Security monthly	11/30/18	231.50	42499	12/06/18
	Total 397:				<u>231.50</u>		
400							
400	East Oregonian	25464-19	RENEWAL ID#25464	12/14/18	173.67	42565	12/20/18
		43103	PUBLIC NOTICE	10/02/18	112.62	42500	12/06/18
		44489	Police Dept	11/14/18	578.00	42565	12/20/18
		44722	Public Works Job Posting	11/14/18	789.20	42565	12/20/18
	Total 400:				<u>1,653.49</u>		
405							
405	Eastern Oregon Telecom, LLC	8743NOV18	Telephone/Fiber Services	11/30/18	277.89	42501	12/06/18
		8743NOV18	Telephone/Fiber Services	11/30/18	47.13	42501	12/06/18
		8743NOV18	Telephone/Fiber Services	11/30/18	306.84	42501	12/06/18
		8743NOV18	Telephone/Fiber Services	11/30/18	375.32	42501	12/06/18
		8743NOV18	Telephone/Fiber Services	11/30/18	141.39	42501	12/06/18
		8743NOV18	Telephone/Fiber Services	11/30/18	197.79	42501	12/06/18
		8743NOV18	Telephone/Fiber Services	11/30/18	273.44	42501	12/06/18
	Total 405:				<u>1,619.80</u>		
428							
428	Engraving Specialties	7539	Plaque for City Council	11/21/18	90.00	42502	12/06/18
		7541	Plaques for Planning Commission	12/09/18	70.00	42566	12/20/18
	Total 428:				<u>160.00</u>		
440							
440	ESRI Inc.	93556090	ArcGIS System Annual Maintenance/Support	11/28/18	1,500.00	42503	12/06/18
	Total 440:				<u>1,500.00</u>		
456							
456	FEI #3011 Waterworks	0682639	UPGRADE/ANALYICS	11/09/18	7,488.71	42567	12/20/18
		0715593	WATER DEPT MAINTENANCE	11/09/18	587.36	42567	12/20/18
		0719697	WATER DEPT MAINTENANCE	11/27/18	1,920.00	42567	12/20/18
	Total 456:				<u>9,996.07</u>		
526							
526	GG's Smokehouse Catering	121218	CITY HALL CHRISTMAS LUNCH	12/12/18	300.00	42568	12/20/18
	Total 526:				<u>300.00</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
554							
554	Gotcha Covered	137708	Cleaning Services	12/01/18	443.84	42506	12/06/18
		137708	Cleaning Services	12/01/18	383.98	42506	12/06/18
		137708	Cleaning Services	12/01/18	383.98	42506	12/06/18
		137708	Cleaning Services	12/01/18	248.20	42506	12/06/18
Total 554:					1,460.00		
560							
560	Grainger	9919350075	Water Dept-ELECT HEATER/ACTUATOR	10/28/18	1,115.90	42569	12/20/18
Total 560:					1,115.90		
623							
623	Heller & Sons Dist., Inc.	12729	Gasoline for Police Cars	11/30/18	1,764.26	42570	12/20/18
		12730	Gas for Public Works Vehicles	11/30/18	452.17	42570	12/20/18
		12730	Gas for Public Works Vehicles	11/30/18	738.10	42570	12/20/18
		12730	Gas for Public Works Vehicles	11/30/18	292.58	42570	12/20/18
		12730	Gas for Public Works Vehicles	11/30/18	733.67	42570	12/20/18
		9016329	Station Charges	11/30/18	49.26	42570	12/20/18
Total 623:					4,030.04		
627							
627	Hermiston Auto Parts, Inc.	578217	Sewer Dept Equip Operation	10/01/18	261.04	42509	12/06/18
		578280	Sewer Dept Maintenance	10/02/18	3.99	42509	12/06/18
		578399	Water Equip Maintenance	10/04/18	43.23	42509	12/06/18
		578554	Water Equip Maintenance	10/08/18	120.07	42509	12/06/18
		578559	Sewer Dept Equip Operation	10/08/18	18.88	42509	12/06/18
		578675	Sewer Dept Equip Operation	10/10/18	53.73	42509	12/06/18
		578875	Street Equipment Operation	10/15/18	171.88	42509	12/06/18
		578887	Street Equipment Operation	10/15/18	11.63-	42509	12/06/18
		578960	Sewer Dept Equip Operation	10/17/18	6.49	42509	12/06/18
		579081	Street Equipment Operation	10/19/18	104.70	42509	12/06/18
		579316	Street Equipment Operation	10/26/18	177.87	42509	12/06/18
		579429	Park Maintenance	10/29/18	36.72	42509	12/06/18
		579452	Park Maintenance	10/29/18	31.43	42509	12/06/18
		579480	Sewer Dept Equip Operation	10/30/18	4.98	42509	12/06/18
		580058	Park Maintenance	11/13/18	31.43-	42509	12/06/18
		580102	Street Maintenance	11/14/18	88.47	42509	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		580208	Water Equip Maintenance	11/16/18	79.36	42509	12/06/18
		580209	Park Equipment Operation	11/16/18	12.98	42509	12/06/18
		580216	Street Maintenance	11/16/18	14.23	42509	12/06/18
		580581	Street Maintenance	11/26/18	13.61	42509	12/06/18
		580615	Street Maintenance	11/27/18	51.48	42509	12/06/18
		580623	Street Equipment Operation	11/27/18	4.08	42509	12/06/18
		580733	Sewer Dept Equip Operation	11/29/18	20.53	42509	12/06/18
		776975	Street Equipment Operation	10/15/18	9.46	42509	12/06/18
	Total 627:				<u>1,286.15</u>		
637							
637	Hermiston Quicky Lube	432455	Oil Change 2010 Dodge Charger	11/05/18	69.80	42571	12/20/18
		432500	Oil Change 2014 Charger	11/06/18	43.95	42571	12/20/18
	Total 637:				<u>113.75</u>		
659							
659	Home Depot Credit Services	2043067	PARKS MAINTENANCE	10/23/18	7.98	42510	12/06/18
		2100546	Sewer Dept Maintenance	11/12/18	23.44	42510	12/06/18
		2562335	Sewer Dept Maintenance	10/23/18	40.44	42510	12/06/18
		6563463	Sewer Dept Maintenance	11/18/18	23.44	42510	12/06/18
		8040482	PARKS MAINTENANCE	11/16/18	64.61	42510	12/06/18
		8044413	CHAMBER ROOF REPAIR	11/06/18	31.05	42510	12/06/18
		9040373	PARKS MAINTENANCE	11/15/18	21.54	42510	12/06/18
		9044317	PARKS MAINTENANCE	11/05/18	19.18	42510	12/06/18
		9100837	SHOP SUPPLIES	11/15/18	226.98	42510	12/06/18
	Total 659:				<u>458.66</u>		
693							
693	Ingram	37267589	Library Books	11/06/18	16.19	42512	12/06/18
		37267590	Library Books	11/06/18	12.00	42512	12/06/18
		37267591	Library Books	11/06/18	17.40	42512	12/06/18
		37267592	Library Books	11/06/18	112.13	42512	12/06/18
		37366869	Library Books	11/13/18	34.20	42512	12/06/18
		37366870	Library Books	11/13/18	16.19	42512	12/06/18
		37366871	Library Books	11/13/18	16.80	42512	12/06/18
		37470155	Library Books	11/20/18	34.79	42512	12/06/18
		37470156	Library Books	11/20/18	21.00	42512	12/06/18
		37539599	Library Books	11/26/18	16.80	42512	12/06/18
		37585690	Library Books	11/28/18	17.97	42512	12/06/18
		37585691	Library Books	11/28/18	15.60	42512	12/06/18
		37585692	Library Books	11/28/18	16.20	42512	12/06/18
		37585693	Library Books	11/28/18	17.39	42512	12/06/18
	Total 693:				<u>331.06</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
697							
697	Intermountain ESD	525P018937	Quarterly Newsletter	11/30/18	794.34	42513	12/06/18
	Total 697:				794.34		
712							
712	J U B Engineers, Inc.	121651	LIND RD STREET IMPROVEMENT	12/10/18	1,112.00	42573	12/20/18
		121665	ENGINEERING	12/10/18	275.31	42573	12/20/18
		121665	6th St Project Engineering	12/10/18	5,287.38	42573	12/20/18
		121665	OTHER EXPENSES-RECORDING FEE	12/10/18	12.10	42573	12/20/18
		121670	Bonney Ln Water/Swr Service Analysis	12/10/18	2,343.53	42573	12/20/18
	Total 712:				9,030.32		
746							
746	Jones-Scott co.	41429	Dirt -KIWANIS PARK	11/06/18	184.50	42515	12/06/18
		41431	Dirt -KIWANIS PARK	11/07/18	178.67	42515	12/06/18
	Total 746:				363.17		
770							
770	KIE Supply Corp	467993	Park Maintenance	10/26/18	15.16	42516	12/06/18
		468050	Park Maintenance	10/26/18	86.56	42516	12/06/18
		468251	Park Maintenance	10/26/18	62.61	42516	12/06/18
		472456	Sewer Dept Maintenance	11/07/18	72.56	42516	12/06/18
		472485	Sewer Dept Maintenance	11/08/18	14.56	42516	12/06/18
		475340	Street Department Maintenance	11/15/18	71.64	42516	12/06/18
		475694	Street Department Maintenance	11/16/18	39.70	42516	12/06/18
		475789	Park Maintenance	11/16/18	204.12	42516	12/06/18
		475795	Park Maintenance	11/16/18	50.65	42516	12/06/18
	Total 770:				617.56		
785							
785	Kuhn Law Offices	1217	Legal Service	11/03/18	1,382.50	42577	12/20/18
		1218	Legal Services - Cal-Pine Property	11/03/18	1,180.00	42577	12/20/18
		1219	Legal Services -6TH STREET WATER LINE PROJECT	11/03/18	160.00	42577	12/20/18
		1220	Legal Service	11/03/18	400.00	42577	12/20/18
		1334	Legal Service	12/05/18	52.50	42577	12/20/18
		1335	Legal Services - Franchise Agrmnt	12/05/18	175.00	42577	12/20/18
		1336	Legal Service- Agenda	12/05/18	160.00	42577	12/20/18
		1337	Legal Service-Easements	12/05/18	980.00	42577	12/20/18
		1338	Legal Services - Cal-Pine Property	12/05/18	60.00	42577	12/20/18
		1339	Legal Services -6TH				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			STREET WATER LINE PROJECT	12/05/18	560.00	42577	12/20/18
		1340	Legal Services -6TH STREET WATER LINE PROJECT	12/05/18	40.00	42577	12/20/18
Total 785:					5,150.00		
810							
810	League of Oregon Cities	2017-200394	Annual Dues	07/01/18	17.58	42517	12/06/18
		5218	Conference Registration STOCKDALE	09/24/18	10.00	42517	12/06/18
		5408	JOB POST-PW DIRECTOR	11/05/18	20.00	42517	12/06/18
Total 810:					47.58		
857							
857	Mail Finance	N7426999	Postage Meter Annual Rental	11/11/18	193.50	42519	12/06/18
		N7426999	Postage Meter Annual Rental	11/11/18	193.50	42519	12/06/18
Total 857:					387.00		
995							
995	Norco	25073780	Nitrogen for Intertie	11/06/18	38.29	42578	12/20/18
		25252725	Cylinder Rental	11/30/18	41.73	42578	12/20/18
		25252725	Cylinder Rental	11/30/18	41.73	42578	12/20/18
Total 995:					121.75		
1023							
1023	OHA Cashier	2019-DYER	Water Operator Cert Renewal	12/05/18	140.00	42523	12/06/18
		2019-HORN	Water Operator Cert Renewal-HORN	12/05/18	140.00	42523	12/06/18
Total 1023:					280.00		
1052							
1052	Oregon Dept of Revenue	NOV2018	State Court Assessments	11/30/18	30,397.20	42524	12/06/18
Total 1052:					30,397.20		
1057							
1057	Oregon Library Association	8227	OLA Membership Dues	12/12/18	85.00	42580	12/20/18
Total 1057:					85.00		
1080							
1080	Owen Equipment Co.	00186917	Street Equipment	11/13/18	808.42	42525	12/06/18
		00187013	Street Equipment	11/21/18	465.92	42525	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1080:					1,274.34		
1082							
1082	OXARC	30505454	FIRST AID SUPPLIES CITY SHOP	11/07/18	9.25	42581	12/20/18
Total 1082:					9.25		
1086							
1086	Pacific Power	0013NOV18	Hwy 395 & 730 Intertie Well	11/13/18	3,046.05	42526	12/06/18
		0021NOV18	205 Powerline/McNary Ind Park/WWTP	11/21/18	8,381.60	42526	12/06/18
		0039NOV18	McFarland Well	11/28/18	1,666.32	42526	12/06/18
		0047NOV18	McNary Mobil Phase 2	11/29/18	269.85	42526	12/06/18
		0054NOV18	City Park Restrooms	11/21/18	40.42	42526	12/06/18
		0062NOV18	Shop Complex	11/13/18	26.68	42526	12/06/18
		0070NOV18	8th & F SE Corner	11/13/18	35.94	42526	12/06/18
		0088NOV18	8th & E SS Park	11/13/18	51.55	42526	12/06/18
		0096NOV18	6th & A St Decorative Light	11/21/18	21.78	42526	12/06/18
		0104NOV18	Street Lights	11/15/18	2,399.25	42526	12/06/18
		0112NOV18	800 6th St/City Hall/Library	11/13/18	55.06	42526	12/06/18
		0112NOV18	800 6th St/City Hall/Library	11/13/18	228.73	42526	12/06/18
		0112NOV18	800 6th St/City Hall/Library	11/13/18	228.73	42526	12/06/18
		0112NOV18	800 6th St/City Hall/Library	11/13/18	228.73	42526	12/06/18
		0120NOV18	300 6th St	11/13/18	485.48	42526	12/06/18
		0146NOV18	Bud Draper Dr	11/13/18	3,715.11	42526	12/06/18
		0153NOV18	Water Booster Station	11/13/18	1,805.96	42526	12/06/18
		0161NOV18	Water Tank Port	11/13/18	3,776.03	42526	12/06/18
		0179NOV18	285 Radar Rd Booster Pump	11/28/18	448.22	42526	12/06/18
		0187NOV18	Div 7 Naches Ave Lift	11/13/18	28.57	42526	12/06/18
		0377NOV18	Bath House Marina	11/21/18	720.30	42526	12/06/18
		0385NOV18	Fish Cleaning Station Marina	11/21/18	17.87	42526	12/06/18
		0393NOV18	West End Comfort Station	11/21/18	17.87	42526	12/06/18
		0401NOV18	15 HP Pump Marina Levy	11/29/18	101.45	42526	12/06/18
		0419NOV18	Quincy Ave N 2nd Marina office bldg	11/21/18	119.03	42526	12/06/18
		0427NOV18	Marina Park	11/21/18	695.95	42526	12/06/18
		0435NOV18	1710 Quincy St Marina	11/21/18	515.49	42526	12/06/18
		0443DEC18	Umatilla Marina St Lights	12/13/18	193.24	42582	12/20/18
		0476NOV18	Variable Sign Hwy 730	11/21/18	25.72	42526	12/06/18
Total 1086:					29,346.98		
1106							
1106	Pea Ridge Embroidery	34595	Embroider Shirts for Staff	11/21/18	354.16	42527	12/06/18
		34614	Embroider Jackets	11/28/18	111.98	42527	12/06/18
		34614	Embroider Jackets	11/28/18	258.94	42527	12/06/18
		34614	Embroider Jackets	11/28/18	295.94	42527	12/06/18
		34614	Embroider Jackets	11/28/18	351.42	42527	12/06/18
		34614	Embroider Jackets	11/28/18	85.92	42527	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		34614	Embroider Jackets	11/28/18	1,261.24	42527	12/06/18
		34646	Embroider Jackets	12/06/18	1,812.64	42583	12/20/18
	Total 1106:				4,532.24		
1116							
1116	Pet Rescue	SEP2018	Impounds (5 Dogs)	09/30/18	250.00	42528	12/06/18
	Total 1116:				250.00		
1133							
1133	Platt	T501409	PARKS DEPT MAINTENANCE	11/01/18	86.67	42529	12/06/18
		T513627	SHOP MAINTENANCE	10/09/18	280.45	42529	12/06/18
		T562414	Water Dept Maintenance	10/15/18	14.24	42529	12/06/18
		T636767	Water Dept Maintenance	10/25/18	6.40	42529	12/06/18
		T662751	Water Dept Maintenance	10/25/18	1.23	42529	12/06/18
		T683015	Water Dept Maintenance	10/31/18	313.01	42529	12/06/18
		T728698	Water Dept Maintenance	11/02/18	4.02	42529	12/06/18
		T819034	Street Dept Maintenance	11/15/18	12.23	42529	12/06/18
		T844860	Street Dept Maintenance	11/25/18	33.67	42529	12/06/18
	Total 1133:				749.46		
1139							
1139	Port of Umatilla	WELL2019	Port Well Lease - Annual Payment	12/01/18	100.00	42530	12/06/18
	Total 1139:				100.00		
1141							
1141	Postmaster	BOX130-201	PO Box Rental-130	12/05/18	195.00	42531	12/06/18
		BOX130-201	PO Box Rental-130	12/05/18	195.00	42531	12/06/18
		BOX820-201	P O Box Rental for Library Box 820	12/05/18	246.00	42531	12/06/18
	Total 1141:				636.00		
1151							
1151	Preferred Property	99990484	Refund Balance Utility Deposit-170 Dark Canyon	12/26/18	39.94	42584	12/20/18
	Total 1151:				39.94		
1178							
1178	Quill Corporation	2757986	Office Supplies	11/14/18	308.32	42533	12/06/18
		2757986	Office Supplies	11/14/18	61.26	42533	12/06/18
		2757986	Office Supplies	11/14/18	123.53	42533	12/06/18
		2757986	Office Supplies	11/14/18	184.79	42533	12/06/18
		2757986	Office Supplies	11/14/18	184.79	42533	12/06/18
		2757986	Office Supplies	11/14/18	123.53	42533	12/06/18
		2757986	Office Supplies	11/14/18	18.09	42533	12/06/18
		2972083	Library Supplies	11/26/18	36.99	42533	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2972083	Planning Supplies	11/26/18	30.99	42533	12/06/18
		3056877	SEWER DEPT SUPPLIES	11/28/18	44.97	42533	12/06/18
		3088737	Office Supplies	11/29/18	61.40	42585	12/20/18
		3088737	Office Supplies	11/29/18	12.20	42585	12/20/18
		3088737	Office Supplies	11/29/18	24.60	42585	12/20/18
		3088737	Office Supplies	11/29/18	36.80	42585	12/20/18
		3088737	Office Supplies	11/29/18	36.80	42585	12/20/18
		3088737	Office Supplies	11/29/18	24.60	42585	12/20/18
		3088737	Office Supplies	11/29/18	3.59	42585	12/20/18
		3134885	Office Supplies	11/30/18	40.73	42585	12/20/18
		3134885	Office Supplies	11/30/18	8.09	42585	12/20/18
		3134885	Office Supplies	11/30/18	16.32	42585	12/20/18
		3134885	Office Supplies	11/30/18	24.41	42585	12/20/18
		3134885	Office Supplies	11/30/18	24.41	42585	12/20/18
		3134885	Office Supplies	11/30/18	16.32	42585	12/20/18
		3134885	Office Supplies	11/30/18	2.39	42585	12/20/18
		3218234	Office Supplies	12/03/18	22.86	42585	12/20/18
		3218234	Office Supplies	12/03/18	4.54	42585	12/20/18
		3218234	Office Supplies	12/03/18	9.16	42585	12/20/18
		3218234	Office Supplies	12/03/18	13.70	42585	12/20/18
		3218234	Office Supplies	12/03/18	13.70	42585	12/20/18
		3218234	Office Supplies	12/03/18	9.16	42585	12/20/18
		3218234	Office Supplies	12/03/18	1.33	42585	12/20/18
		3379188	Office Supplies	12/10/18	34.36	42585	12/20/18
		3379188	Office Supplies	12/10/18	6.83	42585	12/20/18
		3379188	Office Supplies	12/10/18	13.76	42585	12/20/18
		3379188	Office Supplies	12/10/18	20.59	42585	12/20/18
		3379188	Office Supplies	12/10/18	20.59	42585	12/20/18
		3379188	Office Supplies	12/10/18	13.76	42585	12/20/18
		3379188	Office Supplies	12/10/18	2.02	42585	12/20/18
		3379925	Office Supplies	12/10/18	2.39	42585	12/20/18
		3379925	Office Supplies	12/10/18	.47	42585	12/20/18
		3379925	Office Supplies	12/10/18	.96	42585	12/20/18
		3379925	Office Supplies	12/10/18	1.43	42585	12/20/18
		3379925	Office Supplies	12/10/18	1.43	42585	12/20/18
		3379925	Office Supplies	12/10/18	.96	42585	12/20/18
		3379925	Office Supplies	12/10/18	.13	42585	12/20/18
		Total 1178:				1,644.05	
1191							
1191	RDO Equipment Co.	E04031	John Deere Tractor S#1TC1550DVJR040474	10/30/18	16,511.31	42534	12/06/18
		P60392	Marina Mower Repairs	11/30/18	291.93	42534	12/06/18
		W34092	Park Dept Equip Maintenance	10/08/18	332.36	42534	12/06/18
		W34219	Park Dept Equip Maintenance	10/29/18	494.83	42534	12/06/18
		Total 1191:				17,630.43	
1193							
1193	Recorded Books, LLC	76036132	Books on Tape for Library	11/21/18	145.78	42535	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1193:					145.78		
1237							
1237	Ross Machine & Steel Sales, Inc	S23006	Park Maintenance	11/19/18	51.00	42536	12/06/18
Total 1237:					51.00		
1322							
1322	SME Solutions, LLC	269184	Marina - Replace Nozzle/Meter in Unleaded Pump	11/29/18	390.30	42586	12/20/18
Total 1322:					390.30		
1332							
1332	Smitty's Ace Hardware	590790	PARKS MAINTENANCE	11/08/18	42.46	42587	12/20/18
		591202	Street Dept Maintenance	11/14/18	63.96	42587	12/20/18
		591203	Street Dept Maintenance	11/14/18	19.99	42587	12/20/18
		591664	POLICE DEPT MAINT	11/20/18	3.98	42587	12/20/18
		591961	PARKS EQUIPMENT MAINTENANCE	11/26/18	28.72	42587	12/20/18
		591993	PARKS MAINTENANCE	11/27/18	25.96	42587	12/20/18
		592024	Street Dept Maintenance	11/27/18	44.33	42587	12/20/18
		592049	PARKS MAINTENANCE	11/27/18	66.95	42587	12/20/18
		592115	water dept maintenance	11/28/18	70.20	42587	12/20/18
Total 1332:					366.55		
1360							
1360	Sterling Codifiers	21643	2019 Hosting Fee	01/01/19	500.00	42539	12/06/18
Total 1360:					500.00		
1392							
1392	Talos Engineering, Inc.	1183	Cellular Texting System	11/30/18	55.00	42588	12/20/18
Total 1392:					55.00		
1419							
1419	The Radar Shop	11910	Recertify Radar Units Police	11/28/18	934.00	42540	12/06/18
Total 1419:					934.00		
1465							
1465	Umatilla County	CIS1819011	File Subscription	12/05/18	180.00	42590	12/20/18
Total 1465:					180.00		
1471							
1471	Umatilla County Finance Dept	NOV2018	County Court Assessment	11/30/18	3,990.80	42541	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1471:					3,990.80		
1478							
1478	Umatilla Elect. Coop. Assoc.	239NOV18	Lights for Waterfall	11/15/18	35.97	42542	12/06/18
		239NOV18	NE 12th & Hwy 730	11/15/18	8.36	42542	12/06/18
		239NOV18	W 2nd St & Hwy 730	11/15/18	8.00	42542	12/06/18
		240NOV18	5 HP Sewer Pump Wildwood Elect	11/20/18	40.45	42542	12/06/18
		240NOV18	Street Light Electric	11/20/18	8.75	42542	12/06/18
		240NOV18	Hwy 730 / 395	11/20/18	8.00	42542	12/06/18
		240NOV18	Hwy 730 / McNary	11/20/18	8.00	42542	12/06/18
		2506DEC18	60 HP Pump	12/01/18	105.77	42591	12/20/18
		2506DEC18	BEACH ACCESS LIGHTS	12/01/18	80.50	42591	12/20/18
Total 1478:					303.80		
1488							
1488	Unifirst Corporation	1430227413	Bldg Maint/Supplies CH/Library	10/26/18	38.30	42543	12/06/18
		1430227413	Bldg Maint/Supplies CH/Library	10/26/18	59.33	42543	12/06/18
		1430227413	Bldg Maint/Supplies CH/Library	10/26/18	59.32	42543	12/06/18
		1430227878	Bldg Maint/Supplies CH/Library	11/02/18	37.30	42543	12/06/18
		1430227878	Bldg Maint/Supplies CH/Library	11/02/18	57.78	42543	12/06/18
		1430227878	Bldg Maint/Supplies CH/Library	11/02/18	57.77	42543	12/06/18
		1430228335	Bldg Maint/Supplies CH/Library	11/09/18	37.30	42543	12/06/18
		1430228335	Bldg Maint/Supplies CH/Library	11/09/18	57.78	42543	12/06/18
		1430228335	Bldg Maint/Supplies CH/Library	11/09/18	57.77	42543	12/06/18
		1430228832	Bldg Maint/Supplies CH/Library	11/16/18	33.39	42543	12/06/18
		1430228832	Bldg Maint/Supplies CH/Library	11/16/18	51.73	42543	12/06/18
		1430228832	Bldg Maint/Supplies CH/Library	11/16/18	51.72	42543	12/06/18
		1430229295	Bldg Maint/Supplies CH/Library	11/23/18	37.30	42543	12/06/18
		1430229295	Bldg Maint/Supplies CH/Library	11/23/18	57.78	42543	12/06/18
		1430229295	Bldg Maint/Supplies CH/Library	11/23/18	57.77	42543	12/06/18
Total 1488:					752.34		
1500							
1500	UPS	84WV8488	Police Postage	12/01/18	15.63	42592	12/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1500:					15.63		
1504							
1504	USA Bluebook	718069F	Sewer Dept Maintenance-Freight	10/23/18	30.78	42545	12/06/18
		746876	Sewer Dept Maintenance	11/27/18	78.48	42545	12/06/18
Total 1504:					109.26		
1520							
1520	Verizon Wireless	9818489893	2 Water Dept Lines	11/15/18	80.24	42546	12/06/18
		9819522897	PW Cell Phones/On-call phone	12/02/18	105.48	42593	12/20/18
		9819522897	PW AIR CARDS/PHONES	12/02/18	160.04	42593	12/20/18
		9819522897	Police Department Cell Phones	12/02/18	632.88	42593	12/20/18
		9819522898	Police Air Cards	12/02/18	327.01	42593	12/20/18
Total 1520:					1,305.65		
1533							
1533	Walmart Community	5525NOV18	TILLAMOOK VOLUNTEER LUNCH	11/30/18	35.10	42548	12/06/18
		5525NOV18	CITY HALL STORAGE	11/30/18	17.34	42548	12/06/18
Total 1533:					52.44		
1541							
1541	Watch Guard Video	4REINV0008	Police Dept In Car Camera Repair	12/03/18	5,370.00	42594	12/20/18
Total 1541:					5,370.00		
1574							
1574	Wildcat Electric, LLC	4172	Marina Electric Repairs	12/11/18	724.28	42595	12/20/18
Total 1574:					724.28		
1627							
1627	Kennewick Ranch and Home, In	1150128423	STREET DEPT Clothing Allowance	11/10/18	229.97	42576	12/20/18
Total 1627:					229.97		
1629							
1629	Jordan Ramis PC	151402	OCT 18 LEGAL SERVICES	10/25/18	13,247.50	42575	12/20/18
		152267	NOV18 LEGAL FEES	11/29/18	7,367.50	42575	12/20/18
Total 1629:					20,615.00		
1715							
1715	Ducote Consulting	1224	Final Design Phase 1	11/30/18	297.50	42497	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1224	IWW PHASE 1	11/30/18	245.00	42497	12/06/18
	Total 1715:				542.50		
1753							
1753	Jimmy's Johns Portable Toilets L	8119	Marina & RV Park - 2 Units	12/01/18	185.00	42574	12/20/18
	Total 1753:				185.00		
1811							
1811	City of Hermiston - Building Dept	7714	Building Inspection/Plan Review-PDX60	12/12/18	5,532.81	42561	12/20/18
		7714	Building Inspection/Plan Review 3rd Qtr	12/12/18	19,077.96	42561	12/20/18
		7714	Electrical Inspection/Plan Review 3rd Qtr	12/12/18	3,647.50	42561	12/20/18
	Total 1811:				28,258.27		
1967							
1967	Curtis Blue Line	INV235740	Police Clothing Allowance	11/26/18	87.00	42564	12/20/18
	Total 1967:				87.00		
2052							
2052	CI INFORMATION MANAGMEN	0074480	SHRED SERVICES	11/30/18	80.56	42560	12/20/18
		0074481	SHRED SERVICES	11/30/18	80.56	42560	12/20/18
	Total 2052:				161.12		
2093							
2093	HOLDEN, BRENT	TUITION18	TUITION REIMBURSEMENT	12/19/18	857.00	42572	12/20/18
	Total 2093:				857.00		
2229							
2229	TERNES, DALE	219	First Aid/CPR/AED Class-POLICE DEPT	12/10/18	350.00	42589	12/20/18
	Total 2229:				350.00		
2236							
2236	Seder Architecture + Urban Des,	3	Umatilla Civic Center Study	12/01/18	2,449.03	42538	12/06/18
	Total 2236:				2,449.03		
2266							
2266	FISCHER TRUCK & BUS SERV	183011	OVERPAYMENT JEREMY MCNEIGHT	11/30/18	235.00	42504	12/06/18
	Total 2266:				235.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2360							
2360	PRO RENTAL & SALES, INC.	22-986127	GENIE RENTAL	12/03/18	85.50	42532	12/06/18
	Total 2360:				85.50		
2380							
2380	IDI DISTRUBUTORS	183091	OVERPAYMENT KEVIN BANGEMAN	11/30/18	235.00	42511	12/06/18
	Total 2380:				235.00		
2381							
2381	MARTINEZ, JOSE	183067	OVERPAYMENT	11/30/18	165.00	42521	12/06/18
	Total 2381:				165.00		
2382							
2382	DOVE TRUCKING INC	183000	OVERPAYMENT KELLY HELLEWELL	11/30/18	235.00	42496	12/06/18
	Total 2382:				235.00		
2383							
2383	WCP SOLUTIONS	182961	OVERPAYMENT MICHAELE GORDON	11/30/18	235.00	42550	12/06/18
	Total 2383:				235.00		
2384							
2384	FULL THROTTLE TRANSPORT	183092	OVERPAYMENT WILLIAM FALK	11/30/18	235.00	42505	12/06/18
	Total 2384:				235.00		
2385							
2385	ANDREWS, ALANA	181074	OVERPAYMENT	11/30/18	35.00	42485	12/06/18
	Total 2385:				35.00		
2386							
2386	HANSON, TREVOR	182380	OVERPAYMENT	11/30/18	28.00	42508	12/06/18
	Total 2386:				28.00		
2387							
2387	CERTIFIED EXPRESS INC	183192	OVERPAYMENT CLARENCE JONES	11/30/18	235.00	42492	12/06/18
	Total 2387:				235.00		
2388							
2388	MAJOR FREIGHT INC	183060	OVERPAYMENT CHRISTOPHER JONES	11/30/18	235.00	42520	12/06/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2388:					235.00		
2389							
2389	HANKS, PHIL	REIMB18	FLIGHT REIMBURSEMENT- PWD INTERVIEW	12/04/18	176.80	42507	12/06/18
		REIMB18	FLIGHT REIMBURSEMENT- PWD INTERVIEW	12/04/18	176.80	42507	12/06/18
Total 2389:					353.60		
2390							
2390	MIMM LLC	99016028	UTILITY REFUND	11/30/18	31.56	42522	12/06/18
Total 2390:					31.56		
2391							
2391	SCOTT, AMANDA	19077009	UTILITY REFUND	11/30/18	22.78	42537	12/06/18
Total 2391:					22.78		
2392							
2392	US Tickets, Inc	388638	TAXI TICKETS-SENIOR AND DISABLED STF PROG	11/16/18	323.43	42544	12/06/18
Total 2392:					323.43		
2393							
2393	VINCENT, CURT	H26	SLIP RELEASED MOORAGE REFUND	11/27/18	170.00	42547	12/06/18
Total 2393:					170.00		
2394							
2394	WALMART SUPER CENTER	2018SHOPW	SHOP WITH A COP	11/27/18	1,000.00	42549	12/06/18
Total 2394:					1,000.00		
2395							
2395	JESSE RODRIGUEZ CONSTR	6THSTPROJ	6TH ST WATERLINE IMP PROJ 1ST PMT	12/06/18	215,810.83	42514	12/06/18
Total 2395:					215,810.83		
2396							
2396	LIGHTDISTY.COM	100003586	BASKETBALL LIGHTS - KIWANIS PARK	10/12/18	8,600.00	42518	12/06/18
Total 2396:					8,600.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2397							
2397	APCO INTERNATIONAL	558819	FULL MEMBER (TIER TWO) FEES	11/30/18	60.00	42553	12/20/18
Total 2397:					<u>60.00</u>		
2398							
2398	CALIFF, HOWARD	69326023	UTILITY REFUND	11/16/18	19.56	42557	12/20/18
Total 2398:					<u>19.56</u>		
2399							
2399	NORTH COUNTRY CONCRETE	6445	CONCRETE SLAB - POLICE DEPT SHOP	10/15/18	8,400.00	42579	12/20/18
Total 2399:					<u>8,400.00</u>		
Grand Totals:					<u><u>456,522.65</u></u>		

Report Criteria:
 Detail report type printed



Umatilla Municipal Court

700 6th Street, PO Box 130, Umatilla, OR 97882
(541) 922-4570 Ext.2 Fax (541) 922-5758

January 3, 2019

TO: MAYOR MARY DEDRICK
FROM: THERESA M KROGH , MUNICIPAL JUDGE
SUBJECT: DECEMBER 2018 MONTH END REPORT

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>		<u>STATE</u>	<u>REFUNDS</u>	
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$ 53,159.67	\$ 22,221.12	-0-	3144.68	\$25,517.82	\$2276.05

REFUNDS INCLUDES, OVERPAYMENTS, RESTITUTION, REFUNDS TO DEFENDANTS AND BAIL TRANSFERRED TO OTHER COURTS.

FINE TURNOVER FOR DECEMBER 2018 IS \$ 22,221.12

THREE WEDDINGS WERE PERFORMED DURING THE MONTH OF DECEMBER 2018 AND THEY WERE ALL IN THE COURT ROOM.

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

**CITY OF UMATILLA
COUNCIL MEETING
December 4, 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:**
Mayor Dufloth wanted to add item 9.5 Code Enforcement Board Special Committee Report. Councilor TenEyck moved to approve the amended agenda. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.
5. **PRESENTATION:** None.
6. **APPROVAL OF MINUTES:** Councilor Ray moved to approve minutes from November 6, 2018 and November 20, 2018. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.
7. **PUBLIC COMMENT:**
Ron Williams – He asked Council of there was anything they were going to do about the deteriorating condition of Lind Road since construction has been heavy on that road. He has lived on Lind Road for over 18 years, and this was the worst condition he had ever seen it look.

Clyde Nobles – Talked to Council about how the Zoning and Comprehensive Plan did not have clear language about the different residential zones. He urged Council to put this issue as a priority and give Planning Commission a directive to resolve the different language to have uniform documents that stated the exact same thing for each zone.
8. **CONSENT AGENDA:**
Moved by Councilor TenEyck to approve CRIS, Inc. invoice. Seconded by Councilor Torres - Medrano. Voted: 5-1-0. Councilor Ray abstained. Motion carried.

Moved by Councilor TenEyck to approve All Remaining Paid Invoices. Seconded by Councilor Torres - Medrano. Voted: 6-0. Motion carried unanimously.

Resolution No. 24- 2019 – Moved by Councilor TenEyck to approve 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. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.

Resolution No. 25-2019 – Moved by councilor TenEyck to approve 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. Seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

Resolution No. 26 – 2019 – Moved by Councilor Ray to approve Resolution No. 26 – 2019 - Resolution Awarding City Staff Two Additional Floating Holidays to be Used on December 24, 2018 and December 31, 2018. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.

Moved by Councilor Torres – Medrano to approve 2019 Meeting and Holiday Calendar. Seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

9. COMMITTEE REPORTS:

Planning Commission - It was moved by Councilor Ray to accept Mayor Dufloth's selection and appoint Bruce McLane and Hilda Martinez to the Planning Commission. Seconded by Councilor Torres – Medrano. Voted: 5-1. Councilor Keith voted against the motion. Motion carried.

Parks & Recreation Committee & Library Board – Moved by Councilor TenEyck to accept Mayor Dufloth's selection to appoint Richard Payan to the Parks & Recreation committee and Judy Simmons to the Library Board. Seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

Transient Room Tax Committee – It was moved by Councilor Ray to table this decision for one month. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.

Code Enforcement Special Committee – Councilor Ray gave an update about what the special committee had been working on since they repealed the Code Enforcement Board. Councilor Ray moved to accept a detail quarterly code enforcement report until July 2019. Seconded by Councilor Wheeler. Voted: 4-0. Councilor Roxbury and Torres – Medrano voted against the motion. Motion carried.

10. UNFINISHED BUSINESS: None.

11. NEW BUSINESS:

Resolution No. 27-2019 – Moved by Councilor TenEyck to approve 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. Seconded by Councilor Ray. Voted: 5-1. Councilor Torres – Medrano voted against the motion. Motion carried.

Resolution No. 28-2019 – Moved by Councilor Ray to approve Resolution No. 28 – 2019 - Resolution Authorizing City Manager Stockdale to Sign a Perpetual Non-Exclusive Easement with Hat Rock Capital, LLC, for the Right to Install, Operate, Maintain and Repair Pipelines for the Purpose of Conveying Water for Municipal Purposes on Property Owned by Hat Rock Capital, LLC. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.

Resolution No. 29-2019 – Moved by Councilor Ray to approve Resolution No. 29 – 2019 – A 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. Seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.

Resolution No. 30 – 2019 – Moved by Councilor Ray to approve 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. Seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

Resolution No. 31 – 2019 – Moved by Councilor Ray to approve Resolution NO. 31 – 2019 – A Resolution Authorizing City Manager to Sign the Notice of Acceptability for Wanapa Road. Seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.

Resolution No. 32 – 2019 – Moved by Councilor Torres – Medrano to approve 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. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.

Resolution No. 33 – 2019 – Moved by Councilor Ray to approve 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. Seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.

Mayor Dufloth presented Councilors Keith, Ray and Torres – Medrano with plaques for their service to the City of Umatilla. He thanked them for their service.

Certification of Election – Councilor Torres – Medrano moved to approve the Certification of Election with the typo corrected. Moved by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.

12. CORRESPONDENCE: None.

13. PUBLIC COMMENT:

Boyd Sharp – Thanked the outgoing council people for their efforts, from the bottom of his heart he gave them his greatest appreciation.

Paulette Dufloth – Shared a very kind message to Mayor Dufloth. She was very proud of his efforts for last 18 months as Mayor to Umatilla.

14. MAYOR'S MESSAGE: Mayor Dufloth stated he started this journey 18 months ago, and he could not be prouder of all the accomplishments the City has had since then. There was a lot of change for a little City in a short period.

15. STAFF REPORT: City Manager Stockdale updated Council on the Public Works Director hiring process.

16. COUNCIL INFORMATION & DISCUSSION:

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

Councilor Roxbury – Thanked the outgoing Councilors for their serviced. It was good working together.

Councilor Ray – Thanked the City for his plaque.

Councilor Wheeler – She thanked all the Council for their service.

Councilor Torres – Medrano – Shared her experience with the audience about what it was like to be a public servant and a person of color in a public office.

Councilor TenEyck – Thanked the Key Club and the Kiwanis for their donation/investment in the City. It was very generous of them.

17. ADJOURN TO EXECUTIVE SESSION: Mayor Dufloth called executive session at 8:34 pm.

18. RECONVENE: Mayor Dufloth reconvened at 9:30 pm.
Council reached a consensus to have a template for contract employees.

19. NEW BUSINESS

Moved by Councilor Ray to approve Resolution No. 34 – 2019 – A Resolution Authorizing City Manager to Sign a Termination of Memorandum of Agreement for A Parcel of Land. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried unanimously.

20. ADJOURN: Councilor Ray moved to adjourn the meeting. Councilor Torres - Medrano seconded the motion. Voted: 6-0. Motion carried unanimously. Meeting adjourned at 9:33 pm.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 35-2019 – A Resolution
Authorizing the City Manager to Sign a
One Year Master Subscription and
Service Agreement, Contract No
11484, with eCivis Inc. for Grant
Acquisition and Management Services

Meeting Date:

January 8, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-
3226x104

Cost of Proposal:

\$2,200

Amount Budgeted:

\$2,200

Fund(s) Name and Number(s):

Capital Reserve Materials & Services –
Computer Support

05-70-3-95

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution 35-2019, eCivis Master Subscription and Service Agreement
(Contract No 11484)

Summary Statement:

The City and eCivis originally executed a 3 year agreement on 12/4/15 for grant acquisition and management services. eCivis has now agreed to renew the agreement for one year with no cost increase. The agreement had to be signed by 12/14/18 so this resolution ratifies Dave's signature.

Consistent with Council Goals:

RESOLUTION NO. 35-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A ONE YEAR MASTER SUBSCRIPTION AND SERVICE AGREEMENT, CONTRACT NO. 11484, WITH ECIVIS INC. FOR GRANT ACQUISITION AND MANAGEMENT SERVICES

WHEREAS, the City of Umatilla and eCivis, Inc. executed a three year Master Subscription and Service Agreement on December 4, 2015, for grant acquisition and management services; and,

WHEREAS, the term of the initial agreement is ending and both parties desire to extend the relationship for one additional year; and,

WHEREAS, there is no annual cost increase included in the new agreement.

NOW, THEREFORE, BE IT RESOLVED that the City of Umatilla authorizes City Manager, David Stockdale, to sign the eCivis Master Subscription and Service Agreement, Contract 11484; and

RESOLVED that the City Manager's signature on this agreement be ratified.

PASSED by the Council and **SIGNED** by the Mayor this 8th day of January, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 11/07/2018
Contract No. 11484

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Mark Manfre

and

City of Umatilla, OR ("Customer")
700 Sixth St
Umatilla, OR 97882
Phone: 541-922-3226 x104
Principal Contact and Master Access Holder:
Melissa Ince, Finance Officer

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

GN: Recurring Annual Subscription Fee	Description	Units	Avg Unit Price	Total Price
Grants Network: Basic License	Pre-Award AND Post-Award Grants Management System	4	\$550.00	\$2,200.00
GN: Recurring Annual Subscription Fee Sub-Total				\$2,200.00
TOTAL PRICE				\$2,200.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 12/14/2019. Payment is due net 30 days from invoice date.

Cycle 1: 12/15/2018 through 12/14/2019 for a price of \$2,200.00

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: 11:59PM PST, December 14, 2018.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Agreement as of the day and year first above written.

Accepted By:
City of Umatilla, OR

Accepted By:
eCivis, Inc.

By:
(Authorized Signature)

By:
(Authorized Signature)

Name: David Stockdale
(type or print)

Name: James Ha
(type or print)

Title: City Manager

Title: CEO

Date: 12/12/18

Date: 11/07/2018

Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on August 1, 2018. It is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance, Consulting, and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™, Allocate™ products and Professional Services.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com>, <https://www.costtree.net/> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. **Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **User Subscriptions.** Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. **Our Responsibilities.** By 11:59PM on the day prior to the cycle start date, we shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. **Usage Limitations.** Services may be subject to other limitations, such as, for example, limits on the number of licenses, grants or applications that can be managed in Our Grants Network™ product, on the number of grant applications, peer reviews and/or trainings provided by Us, or number of licenses provided for Allocate™. Any such limitations are specified in the signature page of this Agreement.

3.5. **Third Party Data.** We do not own data or files submitted to Purchased Services by third parties. You assume all risks that may occur from downloading third-party data or files.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed deadlines does not constitute non delivery Professional Services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Reserved.

4.5. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights and all legally protectable elements or derivative works. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein. If You choose to use a third-party application with a Service, You grant Us permission to allow the application and its provider to access Your Data as required for the interoperation of the application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such application or its provider.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. Unless otherwise specified in this Agreement or an Exhibit, You shall be solely responsible for collecting, inputting and updating all Your data. You shall review the accuracy of all data submitted into and through the Software and ensure the final accuracy of all reports or other products produced.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

6.6. Your Equipment. You shall be responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking equipment, web servers, and Internet access, but excluding the Software (collectively "Equipment"). You shall be responsible for ensuring that the Equipment is compatible with the Services and the Software. You shall also be responsible for the security and use of the Equipment.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

11.2. Notice. All notices pertaining to this agreement shall be sent via certified mail to: eCivis, Inc., Attn: James Ha, CEO, 418 N. Fair Oaks Blvd. Suite 301, Pasadena, CA, 91103. To expedite processing, an electronic copy can be sent to legal@ecivis.com. Notices to You will be directed to the "Customer" address listed on the first page of this Agreement.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Agreement shall be deemed as a joint work product of the parties and shall not be construed against either party as a drafter.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior

written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 36-2019 – A Resolution
Authorizing the Mayor to Sign a
Corrective Action Plan Letter to the
Secretary of State for the 2017-18
Fiscal Year Audit

Meeting Date:

January 8, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-
3226x104

Cost of Proposal:

n/a

Fund(s) Name and Number(s):

n/a

Amount Budgeted:

n/a

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution 36-2019, Corrective Action Plan dated 12/21/18

Summary Statement:

The Secretary of State now requires a Plan of Action to be adopted if the auditor reports deficiencies. The City over expended in the 2017-18 FY in the following areas as a result of higher than anticipated refuse collections and earlier than anticipated inspection related billings:

- Refuse Collection Fund Transfers \$9,383
- Building Department Fund Materials & Services \$5,109

This resolution ratifies Mayor Dufloth's signature on the December 21, 2018 letter.

Consistent with Council Goals:

RESOLUTION NO. 36-2019

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CORRECTIVE ACTION PLAN LETTER TO THE SECRETARY OF STATE FOR THE 2017-18 FISCAL YEAR AUDIT

WHEREAS, the Oregon Secretary of State has a new requirement that a Plan of Action be adopted by the governing body when the auditor reports deficiencies; and,

WHEREAS, the City over expended the budget appropriations in the following funds during the year ended June 30, 2018 – Refuse collection fund transfers by \$9,383 and building department fund materials and services by \$5,109; and,

WHEREAS, these expenditures were a result of higher than anticipated refuse collections and earlier than anticipated inspection related billings, and,

WHEREAS, the City will closely monitor budget-to-actual reporting on a monthly basis and adopt all budget resolutions necessary to make transfers, increase appropriations or adopt any supplemental budgets needed to ensure expenditures do not exceed budgeted appropriations.

NOW, THEREFORE, BE IT RESOLVED that the City of Umatilla authorizes Mayor Daren Dufloth to sign the Corrective action plan dated December 21, 2018 for the 2017-18 fiscal year audit; and

RESOLVED that the Mayor’s signature on this agreement be ratified.

PASSED by the Council and **SIGNED** by the Mayor this 8th day of January, 2019.

Mary Dedrick, 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 21, 2018

Oregon Secretary of State

Re: Corrective Action Plan

To whom it may concern,

Deficiency noted in June 30, 2018 audit report: budget over-expenditure

Corrective action plan: The City will monitor budget-to-actual reporting on a monthly basis. The City will adopt budget resolutions to make transfers, increase appropriations or adopt any supplemental budgets necessary, to ensure expenditures do not exceed budgeted appropriations.

Sincerely,

Melissa Ince
Melissa Ince, Deputy City Manager

Approved:

Dara Dufloth
Council member – Print Name

[Signature]
Council member – Signature

12/28/18
Date

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 37-2019 – A Resolution
Authorizing City Manager, David
Stockdale, to Sign a Contract with
Bert’s Auto Salvage, LLC, for Towing,
Storage and Disposal of Impounded
Vehicles

Meeting Date:

January 8, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-
3226x104

Cost of Proposal:

This contract generates approx. \$2,500
of General Fund revenue per year.

Amount Budgeted:

\$2,500

Fund(s) Name and Number(s):

General Fund – 01-6169

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution 37-2019, Contract for Towing, Storage and Disposal of Impounded
Vehicles

Summary Statement:

The last contract revision with Bert’s Auto Salvage, LLC, was in September 2006.
Both parties wish to continue this working relationship and acknowledge the
need for periodic review. This contract will have a one year term with automatic
renewal.

Consistent with Council Goals:

RESOLUTION NO. 37-2019

**A RESOLUTION AUTHORIZING CITY MANAGER, DAVID STOCKDALE, TO SIGN
A CONTRACT WITH BERT'S AUTO SALVAGE, LLC, FOR TOWING, STORAGE
AND DISPOSAL OF IMPOUNDED VEHICLES**

WHEREAS, the City's currently has an agreement with Bert's Auto Salvage, LLC, dated September 25, 2006 for towing, storage and disposal of impounded vehicles; and,

WHEREAS, both parties acknowledge the need to periodically review and update the contract provisions and desire to continue the working partnership,

NOW, THEREFORE, BE IT RESOLVED that the City of Umatilla authorizes City Manager David Stockdale to sign the attached contract with Bert's Auto Salvage, LLC, for towing, storage and disposal of impounded vehicles.

PASSED by the Council and **SIGNED** by the Mayor this 8th day of January, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
CONTRACT FOR TOWING, STORAGE AND DISPOSAL OF
IMPOUNDED VEHICLES**

An agreement made this 8th day of January, 2019, by and between the City of Umatilla, An Oregon Municipal Corporation, hereafter referred to as "CITY", and Bert's Auto Salvage, L.L.C., hereafter referred to as "CONTRACTOR."

SECTION 1: SERVICES

1.1 **SERVICES:** The following services shall be provided by the Contractor

- A. **Towing of Vehicles:** Contractor shall have adequate equipment and personnel available 24 hours per day and seven days per week to tow and store any vehicle ordered for impoundment by the City of Umatilla within the Umatilla City Limits. Contractor shall have a tow-truck on-scene within 30 minutes (contingent upon weather conditions) of receiving a request from the City, and shall hook-up and tow away the vehicle to a secured storage area. This agreement does not apply to "Non Preference Tow Services".
- B. **Storage of Impounded Vehicles:** Impounded vehicles shall be stored within a secure, fenced area. Contractor shall have inside storage available for up to four impounded vehicles at a time, if inside storage is requested by the City. Unless requested, the minimum storage standard is assumed to be outside storage. Contractor shall provide enough storage to accommodate up to 100 impounded vehicles at a time.
- C. **Security:** Contractor shall have business personnel available to respond within 30 minutes 24 hours per day. General tow vehicles will be stored within a secure, fenced area. Secured vehicles will be inside an alarmed building.
- D. **Release and Disposal of Impounded Vehicles:** Contractor shall maintain regular office hours between 8:00 am and 5:00 pm Monday through Friday, excluding holidays. Contractor shall also maintain an after-hours phone number for the after-hours release of vehicles or personal property. In the event that an impounded vehicle is not reclaimed, Contractor shall apply all towing, vehicle storage fees and City impound fees as a lien against the vehicle and process it under ORS 87.152 et seq., or ORS 819.000 through 819.482
- E. **Collection of Fees & Charges:** Contractor shall collect all towing, impound, and daily storage fees related to impounded vehicles, and transfer any amounts that are due to the City to the City on a monthly basis.

1.2 **COMPLIANCE:** Contractor Shall

- A. Comply with all applicable Local, State, and Federal laws and regulations pertaining to towing, storage, impoundment, and disposal of vehicles.

- B. Maintain all applicable Local, State, and Federal licenses and certificates necessary to carry out the terms of this agreement.
- C. Allow the City Manager, or his/her designee, to inspect Contractor's facilities at any time during regular business hours.
- D. Submit a monthly inventory of all impounded vehicles to the City. The inventory shall include vehicle descriptions, date of impounds, and current status of impounds.

1.3 CHARGES, FEES, AND PROGRAM REVENUE:

- A. Towing Fee: Contractor shall receive a base towing fee of \$150 for each impounded vehicle that it processes according to this agreement. This fee shall include hook-up and mileage charges for impounds within the Umatilla City Limits, as they exist at the time of impound. The Towing Fee shall be paid by the vehicle owner.
- B. City Impound Fee: Contractor shall collect the current City impound fee of \$100 on the City's behalf.
- C. Outdoor Daily Storage Fee: Contractor shall collect a Daily Storage Fee of \$35 per day for each impounded vehicle stored outside. Contractor may retain \$25 per day of the \$35 per day fee. Contractor shall submit the remaining \$10 per day fee to the City once the fee is collected from the vehicle owner.
- D. Indoor Daily Storage Fee: Contractor shall collect a Daily Storage Fee of \$50 per day for each impounded vehicle stored inside at the request of the City. Contractor may retain \$40 per day of the \$50 per day fee. Contractor shall submit the remaining \$10 per day fee to the City once the fee is collected from the vehicle owner.
- E. Additional Service Fees: Contractor may collect additional service fees in the event that any additional services, such as winching, clean-up, or dispatch of an additional tow truck, are required.
- F. After Hours Release: Contractor may charge up to \$50 for releasing an impounded vehicle outside of regular business hours.
- G. Vehicle Owner Obligation: All fees due under this agreement, constitute an obligation of the vehicle owner, due to the Contractor. City is not liable for any fees accrued which cannot be recouped through the vehicle disposal process.

1.4 FUEL: Contractor will be responsible for all fuel used under the program.

1.5 MAINTENANCE AND REPAIRS: Contractor shall be responsible to pay for all vehicle maintenance and repairs.

SECTION 2: DEFFINITIONS: The following definitions shall be used throughout this agreement, unless otherwise stated:

2.1 **IMPOUND:**

- A. A vehicle being held as evidence in connection with an investigation;
- B. Removal from the streets of vehicles obstructing traffic or in violation of state or local regulations;
- C. Recovery of stolen vehicles.
- D. Abandoned vehicles on public property with the exception of RV's and Motorhomes.

2.2 **NON PREFERENCE TOW SERVICE:**

- A. When a citizen needs towing (for example, when they are involved in a vehicle crash to which City officers respond) but has no preference as to which service to call.
- B. Removal of abandoned vehicles on private property.

SECTION 3: SPECIAL PROVISIONS

3.1.1 **INSURANCE:**

- A. **General Indemnity; Reimbursement for Damages:** Contractor must agree to indemnify, and hold harmless the City from and against, and reimburse the City for any and all actual or alleged claims, damages, expenses, costs, fees, fines and/or penalties which may be imposed upon or claimed against or incurred by the City which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, unless exclusively resulting from the City's gross negligence or willful misconduct: (i) any act, omission or negligence of Contractor; (ii) any breach, violation or nonperformance of any of Contractor's obligations under this Contract; (iii) any damage caused by Contractor; or (iv) physical and/or mental abuse (including but not limited to sexual abuse), corporal punishment, molestation (including but not limited to sexual harassment). For purposes of this Section "Contractor" shall be deemed to include Contractor and Contractor's subcontractors and licensees, and all of their respective partners, officers, directors, agents, employees, invitees, contractors, successors and assigns.
- B. **Insurance Requirements:** During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:
- C. **General Liability Insurance:** At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the Contract in the amount equal the limits on liability of local public bodies for personal injury or death as established by the Oregon Tort Claims Act (ORS 30.272).
- D. **Business Automobile Insurance:** Contractor shall obtain and maintain a business automobile policy or policies listing the City as additional insured, the value of which shall continually equal

the limits on liability of local public bodies for personal injury and death as established by the Oregon Tort Claims Act (ORS 30.272).

- E. Workers' Compensation Insurance: Contractor must have workers' compensation in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers and employer's liability coverage in an amount that is acceptable to the City. Required limits are \$500,000/\$500,000/\$500,000.
- F. Accident Records and Reports: Contractor must be able to provide the City with loss/accident information for all general liability and automobile claims in a form acceptable to the City. Contractor must report all accidents as soon as possible to the City.
- G. Notice of Cancellation or Change: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the City.
- H. Certificates of Insurance: As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

SECTION 4: ADDITION: In addition, Contractor agrees to comply with the following requirements:

- 4.1.1 SANCTIONS FOR NONCOMPLIANCE. In the event of Contractor's noncompliance with the provisions of this contract, City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: Cancellation, termination or suspension of the contract, in whole or in part.
- 4.2 SUBLEASE. Contractor shall not assign, transfer, sublet or lease any of its rights or obligations under this agreement without prior written consent of the City.

SECTION 5: TERM:

- 5.1 This agreement shall be in effect for one year beginning on the date signed. The agreement shall automatically renew in one year increments, unless and until changed or terminated as hereinafter provided.
- 5.2 This agreement may be terminated for convenience by either party with 60 days' written notice from one party to the other. Contractor shall not be entitled to any damages if this contract is terminated by the City.
- 5.3 The terms and conditions of this agreement may be re-negotiated at five years of the effective date of the agreement with a written request from either party.

SECTION 6: GENERAL PROVISIONS:

- 6.1 Modifications. This contract may not be modified except by instrument in writing dated and signed by the parties.
- 6.2 Non-waiver. No waiver will be effective unless it is in writing, signed by an authorized person, and otherwise meeting the requirements for a modification of the contract. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- 6.3 Succession. Subject to the limitations on transfer of a party's interest, this contract shall bind and inure the benefit of the parties and their respective heirs, successors, and assigns.
- 6.4 Notices. Any consent, approval, notice or demand (individually, and collectively, a "Notice" or "Notices") which may be or are required or permitted to be given by either party to the other hereunder shall be in writing. All Notices shall be sent by United States mail, certified mail, return receipt requested, or personally. Notices are effective on receipt. Each party shall give notice to the other or its address for Notices by written Notice to the other. Unless a party designates another address for Notice (by Notice given pursuant to this paragraph). Notices shall be sent to the following addresses:

If to the City, then to:

City of Umatilla
PO Box 130
Umatilla, OR 97882

Attn: David Stockdale, City Manager
Telephone #: (541) 922-3226

If to Bert's Auto Salvage, then to:

Bert's Auto Salvage, L.L.C.
P.O. Box 84
Hermiston, OR 97838

Attn: Linda Monroe
Telephone #: (541) 567-5159

For purpose of the Contract, the term "receipt" shall mean the earliest of any of the following:

(i) The date of delivery of the Notice to the address specified pursuant to his paragraph as shown on the return receipt; (ii) the date of actual receipt of the Notice by the office of the person or entity specified pursuant to this paragraph; or (iii) In the case of refusal to accept delivery or inability to deliver the Notice, the earlier of (A) the date of the attempted delivery or refusal to accept delivery; (B) the date of the postmark of the return receipt, or (C) the date of receipt by the sending party of notice that the Notice has been refused or cannot be delivered.

6.5 Validity of Provisions. This agreement shall be interpreted and construed in accordance with the laws of the State of Oregon. In the event any provision contained herein may be in conflict with any statute, ordinance, or regulation thereof, then such provision shall be deemed null and void, but thought invalidating any remaining provisions hereof.

6.6 Prior Agreements. This Contract is the entire, final and complete agreement of the parties with respect to the matters set forth in this Contract, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or the representatives with respect to such matters.

6.7 Authorship. This Contract is a jointly negotiated work product and authorship shall not be ascribed to any particular party.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above Written.

CITY OF UMATILLA

BERT'S AUTO SALVAGE, L.L.C.

City Manager

Linda Monroe, Owner

Gene Long, Manager

Date Signed _____

Date Signed _____



CITY OF UMATILLA

GAMING TABLE PERMIT APPLICATION

NEW 12-11-18 RENEWAL X

ESTABLISHMENT NAME: Russ's Place Tavern

CONTACT PERSON: Joy Magallon

PHONE#: 541-922-2626

PHYSICAL ADDRESS: 505 Willamette Ave

MAILING ADDRESS: 505 Willamette Ave Ste. 101 Umatilla, OR

NUMBER OF TABLES: 5

yes A LIST OF "HOUSE RULES" ARE ATTACHED

***\$300.00 LICENSE FEE PER YEAR PAYABLE UPON SUBMISSION OF APPLICATION.

Joy Magallon
APPLICANT'S SIGNATURE

Receipt # 1.028409

Date Received 12/11/18

RUSS' PLACE POKER ROOM RULES

- 1. Russ' Place Poker Game provides House Poker Dealers for all games, but does not participate in the actual game play of the game and has no interest in the outcome of play.**
- 2. Russ' Place Poker Game will conduct all games in a manner that meets the highest standards of fairness to it's patrons. It is with this in mind that Russ' Place Poker Room has incorporated certain rules for poker games that are offered to the public.**
- 3. Management and Floor Persons reserve the right to make decisions that are in the best interest of the game, even though technical interpretation of the rules would dictate a contrary decision.**
- 4. Russ' Place Poker Game is not responsible for the conduct of any player, but retains the right to refuse the use of the facilities to any player.**
- 5. A waiting list will be kept for all poker games. Players may reserve a seat by having their name placed on the list for the game of their choice. Players will be paged when a seat becomes available. An immediate response is expected. Once in a poker game, a player may request a table change from a floor person.**
- 6. By taking a seat in a poker game, players agree that management has the final word on who may play and the manner in which play is conducted.**
- 7. When players are seated in a poker game they must ante or post blinds as per type of game being played. If a player is dealt in by dealer error, then the hand will be declared dead and play continues. Otherwise the player must fulfill their obligation for the amount owed.**
- 8.. New players arriving in "rake" games below \$10-\$20 may receive a hand without posting and blinds unless they are in a blind position and want to receive a hand on that deal. New players arriving in \$10-\$20 games and above are required to post the blinds or they may wait for the Big Blind. In all "time" Hold em games they are required to post or wait for the Big Blind.**

9. All poker games are table stakes and all players entering a Poker game must make at least the minimum buy-in.

***The minimum buy-in is generally ten (10) times the minimum bet for that game.**

***Players may take their chips with them when leaving the Poker Room; however, they must verify the amount with the dealer prior to leaving and replace the same amount upon their return.**

*** If a player runs out of chips during the course of a hand, that player is eligible to play all-in for the portion of the pot in which he / she has an interest.**

*** Players may not add to their table stakes once a hand has begun.**

*** Players are allowed one (1) short buy-in (50% or more of original buy-in) for each full buy-in (adding less than the full buy-in amount is considered a short buy-in).**

10. Cards must be kept on or above the table surface in playing view. Cards may not be removed from the edge of the table surface.

11. It is each player's responsibility to protect his/her own hand and right to action.

12. Once a card touches the muck, that hand may be declared foul.

13. All losing hands will be mucked before the pot is awarded.

14. The winning hand will remain face up until after the pot has been awarded.

15. A misdeal may be ruled for circumstances not covered here. The following may be ruled misdeals:

*** The deal is out of position and it is discovered prior to the Flop being turned.**

*** The first card is boxed or exposed.**

*** If two (2) or more down cards are exposed due to dealer error.**

*** If two (2) or more boxed cards appear when the starting hands are dealt (if it is discovered that there are boxed cards in the stub after the completion of the deal, the action continues).**

*** Wrong number of cards on the deal in Stud games.**

16. Once a new hand has begun, no decision can be rendered in regard to the previous hand.

17. No one may play another player's chips.

18. Play-overs will be allowed at the management's discretion.

19. No "rabbit hunting". Players and dealers are not allowed to look through the discard pile.

20. Cards speak. A winning hand must show all cards face up on the table. The player initiating the last action (checking or betting) must turn their hand over first. The House Dealer will assist to the best of their ability in the reading of hands although it is each player's responsibility to protect their own hand at all times.

21. A player miscalling a hand with the intent to cause another player to act on their hand, risks forfeiture of the pot, and /or expulsion from the Poker Room.

22. At the request of other players at the table, non-players may be asked not to stand or sit at the table.

23. No beverage containers, food, books, etc., are allowed on the Poker table.

24. The splitting of pots among players is not allowed, all hands must be played to completion.

25. Show one show all. If any player shows his/her cards to another player at the table, all other players at the table then have the right to see them upon request.

26. A bet and three (3) raises are allowed unless it is "heads up" before the "cap" (third raise) then players may make an unlimited number of raises.

27. All raises must be at least equal to the size of the last bet, except in "all-in" situations.

28. Players must act in turn. A knock on the table constitutes a pass. To eliminate the possibility of forfeiture a player must call "time". Failure to stop the play prior to substantial action occurring may result in the right to act.

29. Players who place a single chip into the betting perimeter that is larger than the bet to them are considered to be calling the bet unless they announce "raise".

30. String raises are not allowed. A player must either put out the full amount of the bet and raise at once or announce "raise."

31. Verbal statements in turn are binding; verbal statements out of turn may also be binding.

32. If a player acts out of turn and their bet or raise influences action, that bet or raise must stay in the pot.

33. A card found face up in the deck (boxed card) is treated as a scrap of paper. A card being treated as a scrap of paper is replaced by the next card below it in the deck.

34. If an irregular card or cards (cards of the same rank, cards of a different back color, etc.) appear during the course of a hand, all hands are dead and all action is void. If an irregular card(s) is discovered in the stub, all action for that hand and previous hands stands.

35. All-in wagers are considered action only if the all-in amount is less than 50% of the betting structure. If the all-in amount is 50% or more of the betting structure it is considered a wager and may be called, completed, or raised.

36. Players may request a table change from a floor person. However, they must enter the new table with a full buy-in, unless they are coming from a broken game of the same or higher limit.

37. If a player requests a table change, that player must move immediately when the seat becomes available. When moving to a different limit, the player may play until their Big Blind. In must-move games, if a player has played the Big Blind they may play through the button.

38. In multiple blind games, players must meet the total amount of their blind obligations every round, or they will receive a missed blind button.

39. In "time collection" games, if a player is away from their seat, the dealer will collect "time" from their stack.

40. In case of theft or natural disaster, Russ' Place Poker Game is not responsible for any money or chips left on the table.

41. Only English will be permitted while a hand is in play.

42. Cell phone calls may not be made or received by a player while in possession of a hand. (cards)

43. Any changes or modifications to these rules will be conspicuously posted.

44. Management's decisions are final.

Effective Jan. 1 2019 - Dec. 31 2019

Opay Magallon 12-28-18

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



I Arnell Eynon, 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 23 years. Additional qualifications:

Address: Umatilla, OR 97882 Phone Number _____
E-mail Address: _____

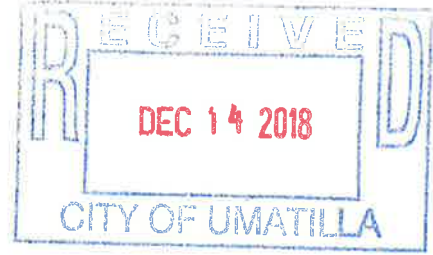
 Signature

12-10-18 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 Christine Harding, 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 10 1/2 years. Additional qualifications:

Been on Library Board & TRT

Address: Umatilla Phone Number:
E-mail Address:

Christine Harding 12-14-18
Signature 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:
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PO BOX 130
Umatilla, OR 97882



I Josephine Kepich, 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 _____ years. Additional qualifications:

Tillicum Inn Manager since June 2015. Would like to serve as hotel representative on TRT committee.

Address: _____ Phone Number: _____

Umatilla, OR 97882 E-mail Address: _____

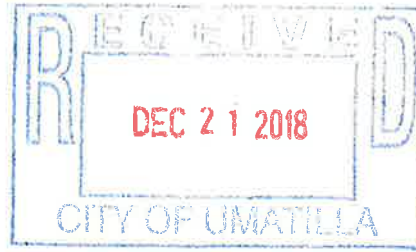
Josephine Kepich
Signature

11/2/19
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 130
Umatilla, OR 97882



I Ramandeep Singh, request X 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 2 years. Additional qualifications:

High School and some college.

Address: _____ Phone Number: _____
Umatilla, OR 97882 E-mail Address _____

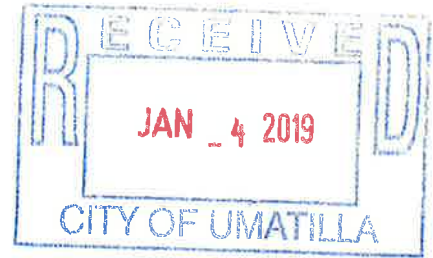
RSingh
Signature

12-21-2018
Date

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

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

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



I Beeley Finck, request appointment re-appointment to:

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Library Board |
| <input checked="" 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 11 years. Additional qualifications:

I was employed in mortgage industry for about 25 years which also included supervising and management experience.
I have also been on the budget committee for the Umatilla School District for several years.

Address: _____ Phone Number: _____

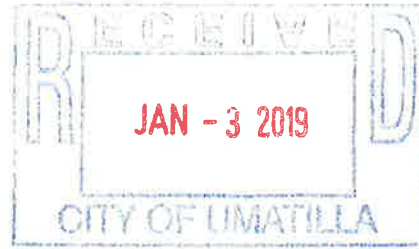
Umatilla, OR E-mail Address: _____

Beeley Finck Signature 1/4/19 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:

- | | |
|---|---|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Library Board |
| <input checked="" 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 30 years. Additional qualifications:

Currently serving on Board, requesting re-appointment.

Address: _____ Phone Number: _____

Umatilla 97882 E-mail Address: _____

Judy Simmons Signature 1-3-19 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

CITY OF UMATILLA, OREGON

AGENDA BILL

<u>Agenda Title:</u> Res 38-2019 – A Resolution Adding the Mayor and Council President as Signatories on City Bank Accounts	<u>Meeting Date:</u> January 8, 2019
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<u>Department:</u> Finance	<u>Director:</u> Melissa Ince	<u>Contact Person:</u> Melissa Ince	<u>Phone Number:</u> 541-922-3226x104
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<u>Cost of Proposal:</u> n/a	<u>Fund(s) Name and Number(s):</u> n/a
<u>Amount Budgeted:</u> n/a	

Reviewed by Finance Department:
Yes – M.Ince

Attachments to Agenda Packet Item:
Resolution 38-2019

Summary Statement:
This Resolution adds Mayor Dedrick and the new Council President as signatories on all City bank accounts and removes the previous Mayor and Council President.

Consistent with Council Goals:

RESOLUTION NO. 38-2019

**A RESOLUTION ADDING THE MAYOR AND COUNCIL PRESIDENT AS
SIGNATORIES ON CITY BANK ACCOUNTS**

WHEREAS, Section 1-12-3 of the Umatilla Municipal Code states that the Mayor, Council President, City Manager and City Recorder are the officers of the City that are authorized to sign City checks; and,

WHEREAS, Banner Bank requires formal action to be taken to make any changes to the signatories on file for the City accounts,

NOW, THEREFORE, BE IT RESOLVED that Mayor Mary Dedrick and Council President _____ will be added as signatories to all City accounts; and

RESOLVED that former Mayor Daren Dufloth and former Council President Melvin Ray will be removed from all City accounts; and

RESOLVED that all other signatories will remain the same.

PASSED by the Council and **SIGNED** by the Mayor this 8th day of January, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



Jennifer McClure
EXECUTIVE DIRECTOR

Mar

541-377-0080
jenspurgeon11@yahoo.com
www.johnmaxwell.com/jennifermcclure

EXECUTIVE SUMMARY City of Umatilla Retreat February 27, 2018

Presented to: Russ Pelleberg, City Manager; Tamra Mabbott, Community Development Director

Outcomes Achieved: Per the Objectives and Measures of Success detailed in the Service Agreement, the following outcomes were achieved.

- The group gained understanding of vision versus goals as well as differentiating specific action steps from general plans and strategies.
- The group gained a deeper understanding of themselves and each other and learned a method of identifying DISC characteristics and effective communication within these characteristics.
- The group (and council specifically) reinforced their roles as leaders in casting the vision for the City.
- The group was able to integrate various goals and projects into manageable categories of action.
 - Downtown Revitalization/Thriving Business Community
 - Parks & Recreation Development/Recreation for all
 - Provides for the needs of all residents, including safety and increased incomes (jobs)
 - Create a Connected Community
 - Asset Development and Maximization of Resources (not just City-Owned Assets)
- Through integrating these categories, the group created a vision statement to guide future actions. The draft statement is: "The vision of the City of Umatilla is to create a thriving, safe, healthy and connected community for citizens and businesses by developing our assets and maximizing the use of our resources."
- The group has greater recognition of their respective roles in achieving the vision, has greater empowerment to speak to the vision, and is more comfortable with each other in general.
- The group is planning reflection and evaluation points to measure progress toward the goals and visions.

General Observations: It came as no surprise that the group has a higher percentage of "D"-type (Dominant) personalities. These types believe in their ability to make change and are very decisive in getting to change. Through recognizing this and the other 3 DISC personality types, the group was able to recognize other ways of thinking and communicating and the value that they can bring to the organization. Specifically, the "I"-type desire to increase involvement through social events and "fun"; the "S"-type desire to support the diverse people and their respective needs; and the "C"-type caution around finance, logistics, and "reality". Successfully integrating these perspectives and empowering groups to utilize these strengths will be key going forward.

The core strength of this group is that it is deeply respectful. Ideas were heard and considered and disagreements were respected. You all are an excellent example of "Take things seriously, not personally".

Other key strengths:

- Willingness to work. An 8-hour session is a big commitment for volunteers. They were fully engaged.
- Accurately assessed current state. They are optimistic, but aware of current circumstances.
- Openness to the process. They suspended the need to know how we would get there (and maybe their disbelief that we could get there) and did the work.
- Solid belief in the future of the City of Umatilla
- Desire to make sure that everyone is working in the same direction. Everyone has/had ideas, but wants them to align to the future vision.

Future Outlook/Steps: There are 3 steps that are critical for making solid progress in achieving the vision.

- Communication: Umatilla must effectively communicate the vision and priorities to all stakeholders, including all staff, local partners (businesses, organizations, chamber, schools, etc), residents. Along with this communication, needs to be specific ways these people fit into and can participate in the vision to get buy-in.
- Plan for growth: What resources will we need when we progress toward the vision? Create a current-state organizational chart as well as an organizational chart with the blanks for envisioned needs. Look toward legacy planning and mentoring for current staff to grow into new roles. Seek professional development that aligns with the goals that support the vision. This would include future budget growth to support these things and revenue projections.
- Evaluation Points: Establish a method and frequency that communicates progress toward the vision. Honestly assess programs and initiatives and their varying success. Consider not just success/failure but what measures are utilized to determine this including timing, buy-in, agreed baseline (are you starting from the same place?).

Conclusion: The foundational data, Umatilla Together, surveys, studies, and broad knowledge of the community was critical in your successful outcomes. You had prepared yourselves well for establishing a vision and recognizing measurable goals and outcomes.

Please consider my services when evaluating future steps. I have several services specific to developing communication, leadership growth and development, as well as reflective/evaluation tools.

Thank you for your active participation, your willingness, and your sincere desire to improve your City. Most of all, thank you for allowing me to assist you in the process.

Jennifer McClure
Consultant