

**UMATILLA CITY COUNCIL MEETING
A G E N D A
COUNCIL CHAMBERS
FEBRUAR 07, 2019
7:00 P.M.**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT**
 - 5.1 General Updates/Announcements
 - 5.2 "My Facebook Friend Says . . ."
 - 5.3 Utility Service Partners, Administrator for the National League of Cities – Dennis Lyon
pages 1 -4
 - 5.4 Lind Road Speed Limit Report *pages 5 -11*
 - 5.5 Finance Quarterly Report *pages 12 - 19*
 - 5.6 Community Development Quarterly Report *pages 20 - 28*
6. **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.
7. **CONSENT AGENDA**
 - 7.1 Paid Invoices *pages 29 - 46*
 - 7.2 January Court Report *page 47*
 - 7.3 January 8, 2019 minutes *pages 48 - 50*
 - 7.4 January 15, 2019 minutes *pages 51 - 52*
 - 7.5 Resolution No. 41 – 2019 – A Resolution Authorizing the City Manager to Record a Deed for Real Property *pages 53 - 61*
 - 7.6 Resolution No. 42– 2019 – A Resolution Authorizing the City Manager to a Sign a Utility Easement for Construction on City Owned Land *pages 62- 64*
 - 7.7 Resolution No. 43 – 2019 – A Resolution of the City of Umatilla Authorizing a Loan from the Special Public Works Fund *pages 65 -82*

8. NEW BUSINESS

8.1 Resolution No. 44 – 2019 – A Resolution Authorizing City Manager, David Stockdale, to Sign a Memorandum of Understanding between Lifeways, Inc. and the City of Umatilla *pages 83 - 87*

8.2 Resolution No. 45 – 2019 – A Resolution Adopting a Policy for Public Contracting and Purchasing *pages 88 - 127*

8.3 Resolution No. 46 – 2019 – A Resolution Defining City Council Policies and Procedures and Repealing Resolution No. 14 – 87 *pages 128 - 147*

8.4 Public Hearing on Ordinance No. 832 – An Ordinance Amending Title 1, Chapter 6 of the Umatilla, Oregon City Code *pages 148 - 150*

8.5 Ordinance No. 832 – An Ordinance Amending Title 1, Chapter 6 of the Umatilla, Oregon City Code *pages 148 - 150*

9. CORRESPONDENCE

10. PUBLIC COMMENT

11. DISCUSSION ITEMS

12. MAYOR'S MESSAGE

13. COUNCIL INFORMATION & DISCUSSION

14. 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.

NLC NATIONAL LEAGUE OF CITIES **Utility Service**

OUR PARTNERSHIPS IN OREGON

- City of Cottage Grove
- City of Hermiston
- City of Bandon
- City of Newberg
- City of Hines
- City of Coos Bay
- City of Estacada



OREGON

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* **Utility Service**

PROGRAM SUCCESS & NOTES

- Endorsement 7% exclusivity
- Currently serving over 3.7 million customers
- 1.1 million jobs completed over the last 3 years
- Saved customers over \$394 million in repair costs over the past 3 years
- 97% claim approval rating
- 99.6% claim satisfaction rate
- Currently over 1,300 contractors in network
- 9 of every 10 customers surveyed have recommended the program to friends, family, and neighbors

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* **Utility Service**

Q & A

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* **Utility Service**

Incremental Revenue Stream

- City receives \$ 50 per month per paid warranty agreement
 - Paid as royalty each January
- Yours to use as you wish
 - Examples:
 - Low income utility assistance program
 - Offset water bill/leak
 - Donate to charity
 - Use towards NLC/State League dues
- Can decline revenue
 - Savings passed directly to residents

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* **Utility Service**

MARKETING APPROACH

- Only market by direct mail - no door to door or telemarketing
- Limited to 3 mailing campaigns per year
- Would never mail without your review and approval of marketing material before each and every campaign
- Marketing clearly states city does not provide program
- Participation always voluntary for the homeowner
- City role: logo & signature
 - Economy of scale
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self-addressed stamped envelope provided
 - Visiting our consumer website www.slwofc.com at any time

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* **Utility Service**

NEARLY 550 MUNICIPAL PARTNERS IN 39 STATES



Alabama	Louisiana	Oklahoma
Arkansas	Maryland	Oregon
Arizona	Michigan	Pennsylvania
California	Minnesota	South Carolina
Colorado	Mississippi	South Dakota
Connecticut	Missouri	Tennessee
Florida	Montana	Texas
Georgia	North Carolina	Utah
Iowa	Nebraska	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Kansas	Nevada	Wisconsin
Kentucky	Ohio	Wyoming

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* 

PROGRAM BENEFITS

- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate/Turnkey approach
- Ongoing Revenue Stream for the Municipality
- Free Public Awareness Campaign
- Educates homeowners about their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable contractor is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* 

OUR SERVICE AND WHAT IT COVERS



SEWER LATERAL & SEPTIC LINE COVERAGE



WATERLINE & WELL LINE COVERAGE

Homeowner repair protection for broken, cracked or leaking water and sewer lines from the point of utility connection to the home exterior.

Coverage Includes:

- Educating homeowners about their service line responsibilities
- Up to \$9,500 coverage per repair incident (includes public street & sidewalk cutting)
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- No long term contracts – month to month
- No pre-inspections required before coverage begins – 30 day waiting period

NLC NATIONAL LEAGUE OF CITIES *Service Line Warranty Program* 

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage Includes:

- Up to \$3,000 coverage per repair incident
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- Repair of clogged toilets
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- No long term contracts – month to month
- No pre-inspections required before coverage begins – 30 day waiting period

NLC NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

Service Line Warranty Program
City of Umatilla

Dennis Lyon – 412-266-9545
dlyon@utilitysp.net

Utility Service
NLC Service Line Warranty Program

Recent Harris Poll results (2000 adults surveyed)

- Nearly 2 in 5 Americans don't have the necessary funds set aside to cover a \$500 repair (including almost half of millennials)
- 1 in 2 Americans describe their current state of household finances as either fair, poor, or terrible.
- 3 in 10 Americans aged 37+ cited they had no money set aside for emergency repairs.
- 46% of respondents had an emergency repair in the last 12 months.
- **80% of respondents either strongly or somewhat agreed with the statement: Local community governments should be responsible for educating homeowners about external water lines on their property that are not covered by homeowners' insurance, the city/town or the local utility (i.e., meaning that if a problem were to occur, the homeowner would be solely responsible for the cost out of pocket).**

Service Line Warranty Program

WHY CHOOSE UTILITY SERVICE PARTNERS?

EXPERIENCE

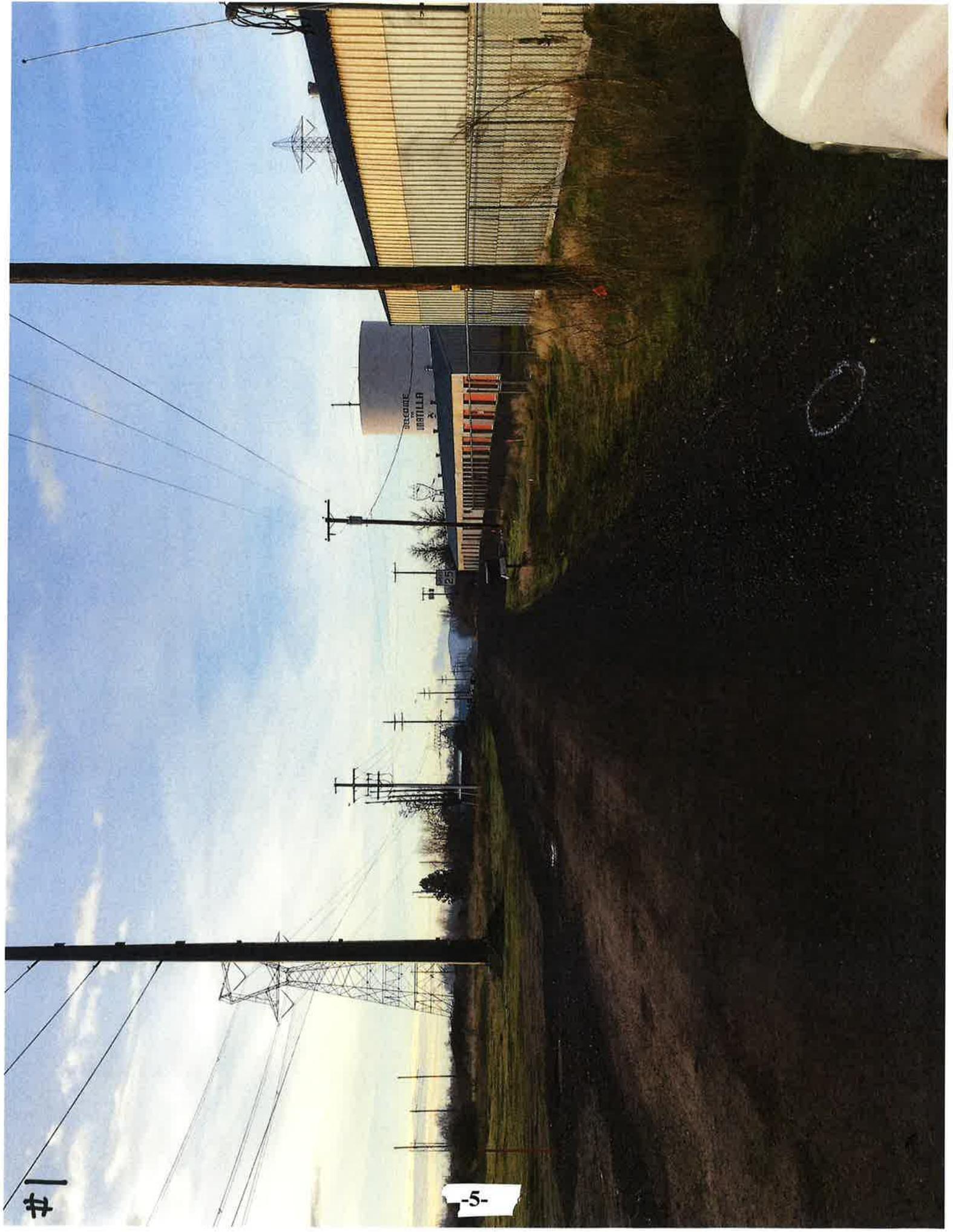
REPUTATION

PARTNERSHIP

BBB Torch Award for Marketplace Ethics
Trust • Performance • Integrity

This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

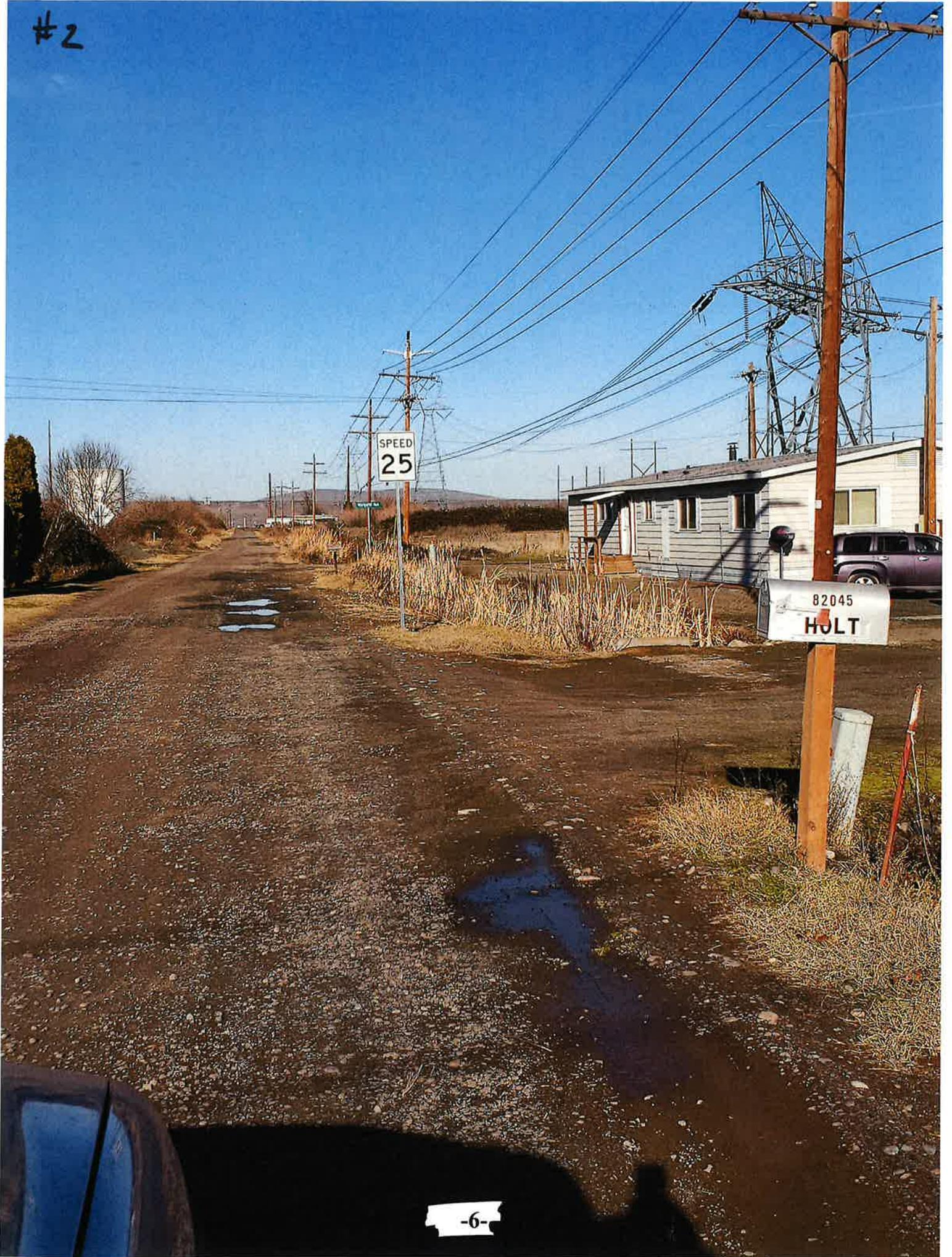
Clean with Utility, Trust with Integrity
National League of Cities

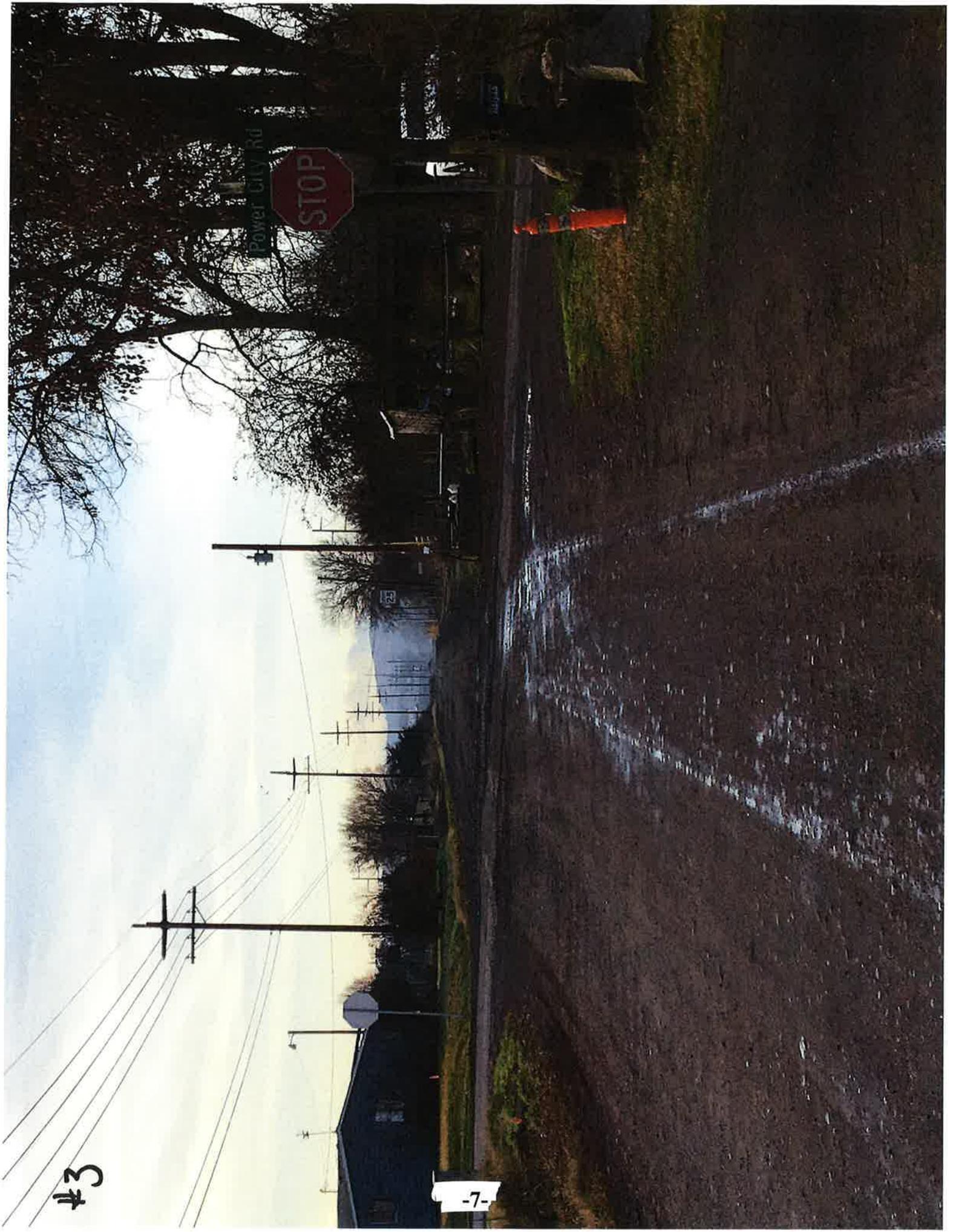


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#4

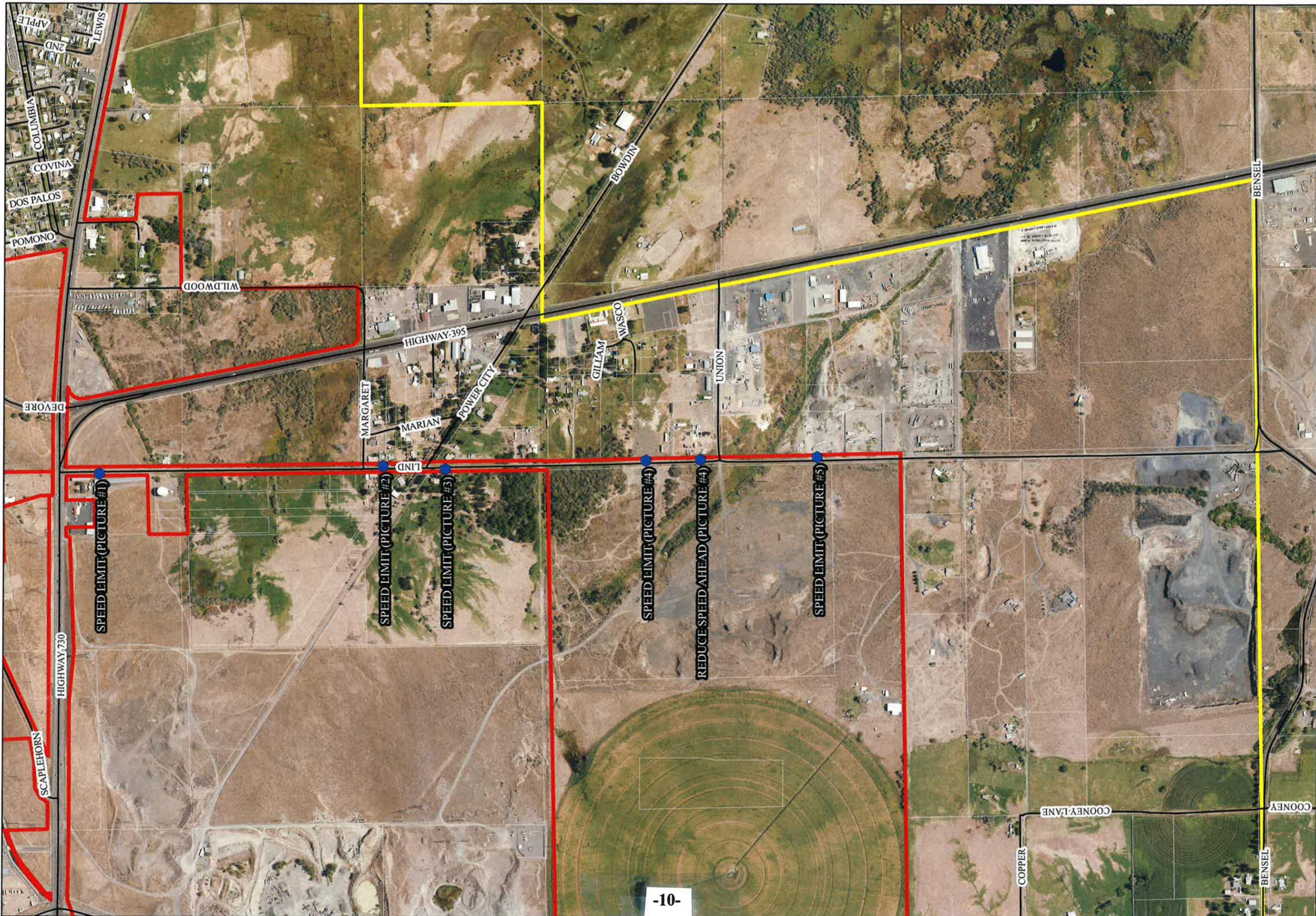
-8-

BEHIND
SPEED
AHEAD

ROAD
AHEAD



#5



CITY OF UMATILLA TAX LOT MAP

Lind Road Total = 8,844 Ft (1.67 Miles) 0 500 1,000 1,500 2,000 Feet

Legend

- Lind Road Signs
- City Limits
- Umatilla UGB
- Streets
- Tax Lots (1/2/19)

MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 1/28/2019



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Finance Department Quarterly Report



Financial Report for the Second Quarter
Ended December 31, 2018
Relating to Fiscal Year 2018-19

I am pleased to offer this financial report of City operations for your review. This report covers financial operations through the second quarter of the fiscal year ended June 30, 2019.

Melissa Ince, CPA
Finance Director



QUARTERLY HIGHLIGHTS

Financial Audit is Complete

The City’s audit for the fiscal year ended June 30, 2018 is now complete and an unmodified or “clean” audit opinion was received. The audit was also properly filed with the Secretary of State-Audits Division by the December 31, 2018 deadline.

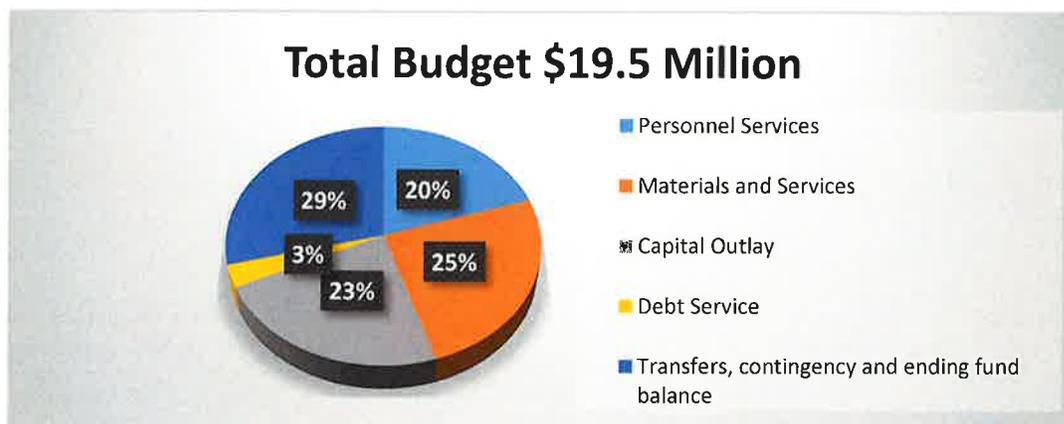
The auditors also submitted their report on their consideration of the City’s compliance with certain provision of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report was to describe the scope of their testing and the results of that testing, not to provide an opinion on compliance.



Highlight Reminders of the 2018-2019 Budget

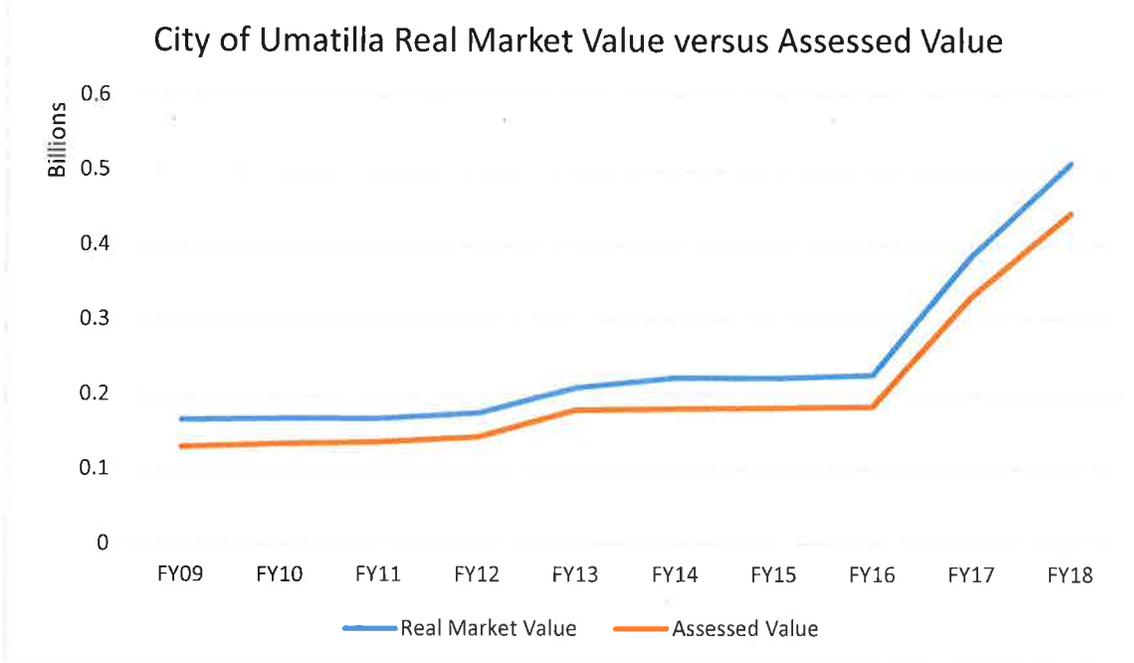
In June 2018, the City Council adopted the 2018-2019 budget. Pertinent highlights of this budget included:

- It is a single year budget balanced at \$19.5 million across all funds.
- Personnel services represent 20 percent of the total expenditures at \$3.8 million
- Materials and services represent 25 percent of the total expenditures at \$4.8 million
- Capital outlay represents 23 percent of total expenditures at \$4.5 million
- Debt service represents 3 percent of total expenditures at \$488,000
- Transfers, contingency, and ending fund balances make up the remainder



Property Taxes Arrived this Quarter

The graph of Real Market Values (RMV) versus Assessed Values (AV) shows below, the City’s overall RMV has more than doubled over the past ten years due to the significant industrial and residential growth that the City is experiencing.



In the 18-19FY property tax receipts will increase by almost \$350,000 from the prior year, totaling \$1,317,000. The majority of property tax revenues were received during the second quarter and were over \$200,000 higher than projected, mostly contributed to the data center valuation no longer being subject to abatement.

The City also received its third community service fee payment resulting from the Enterprise Zone Agreements with Vadata. This year’s payment was \$370,000, bringing the total collected to almost \$700,000.

System Development Charge and Utility Rate Study

System Development Charges (SDCs) are fees assessed to new development. These fees are collected to help offset the impact a project will have on the City’s existing infrastructure. The City budgeted funds this fiscal year to evaluate the City’s System Development Charges (SDCs), which have not been increased since they were approved in 1998. The City currently assesses water and sewer SDCs but is also requesting an analysis of SDCs to cover the impact on parks and recreation facilities.

As a result of rapid industrial and residential growth, the City also needs to update our water and sewer rate study, to include a new rate for the “clean” industrial wastewater flowing out of the

data centers. The Finance Department has prepared a Request for Proposals (RFP) that will be advertised in February to hire a consultant to complete both the SDC analysis and full utility rate analysis. Once complete, the consultants will provide a report to City Staff and City Council with their recommendations on how to proceed.

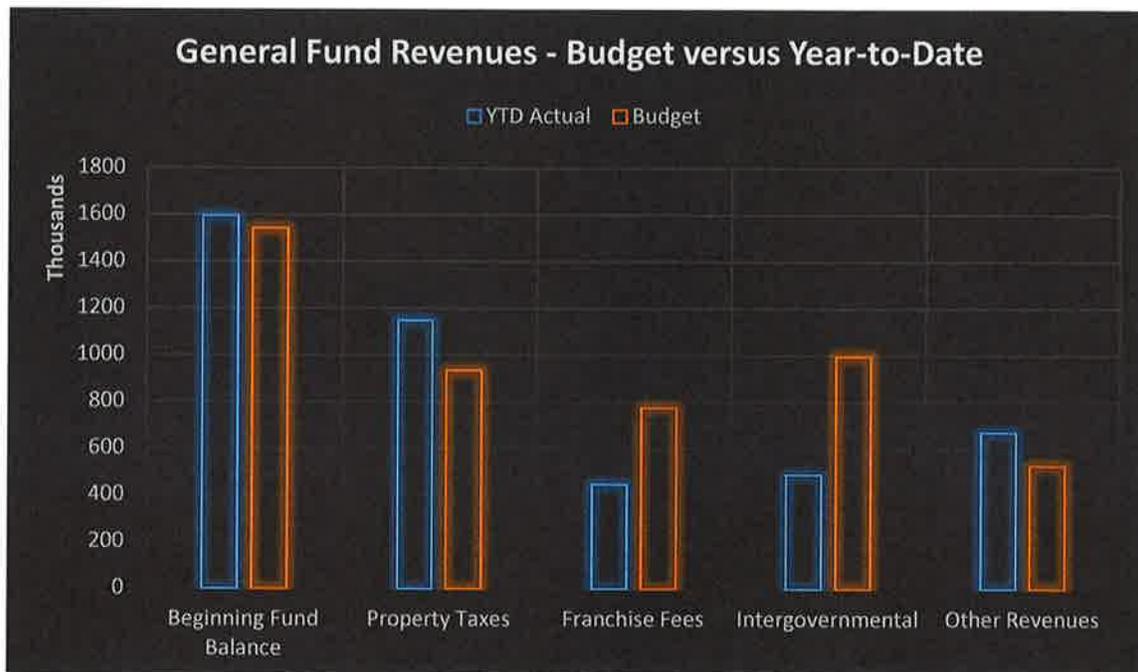
Budget-to-Actual Quarterly Highlights

GENERAL FUND (50% of Fiscal Year Elapsed)

Revenues:

As of December 31st, the General Fund has received 91% of its projected revenues.

General Fund	Budget	YTD Actual	Percent
Revenues			
Beginning Fund Balance	<u>\$ 1,541,179</u>	<u>\$1,594,422</u>	<u>104%</u>
Property taxes	934,499	1,148,084	123%
Franchise fees	773,877	447,540	58%
Intergovernmental	993,797	488,810	49%
Other Revenues	527,221	670,166	127%
Interfund Transfers	<u>1,500</u>	<u>750</u>	<u>50%</u>
Total Operating Revenues	<u>3,230,894</u>	<u>2,755,350</u>	<u>85%</u>
Total Revenues	<u>\$4,772,073</u>	<u>\$4,349,772</u>	<u>91%</u>

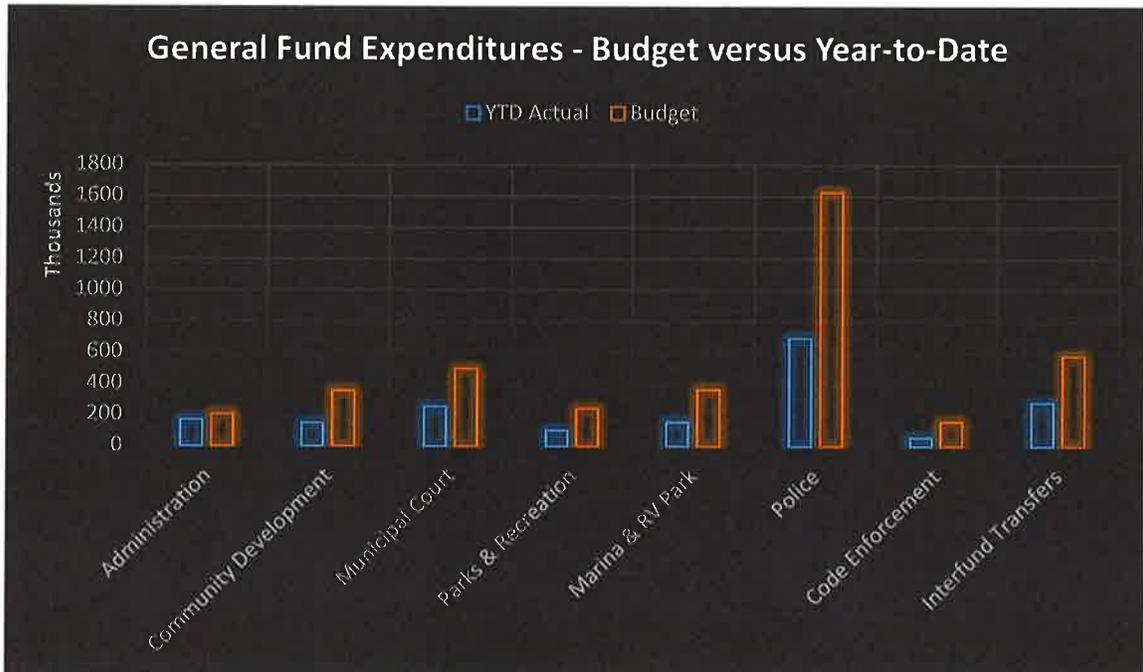


Expenditures:

Year to date activity has the General Fund expending 46% of its appropriations for the FY2019. The table below details the expenditures by program.

General Fund	Budget	YTD Actual	Percent
Administration	\$205,229	\$168,528	82%
Community Development	354,521	147,484	42%
Municipal Court	496,019	253,375	51%
Parks & Recreation	240,491	99,297	41%
Marina & RV Park	361,319	153,622	43%
Police	1,626,656	692,464	43%
Code Enforcement	157,385	56,056	36%
Transportation	0	323	-
Interfund Transfers	576,700	279,250	48%
Total Operating Expenditures	<u>\$4,018,320</u>	<u>\$1,850,399</u>	<u>46%</u>

Notes: Administration costs are higher than anticipated due to City Manager recruitment expenses and Vadata legal fees. Transportation department will be included in the upcoming supplemental budget to account for the new senior and disabled taxi program.



OTHER FUNDS (50% of Fiscal Year Elapsed)

	REVENUES			EXPENDITURES		
	Budget	YTD Actual	Percent	Budget	YTD Actual	Percent
Water	\$1,180,383	\$822,308	70%	\$1,102,491	\$588,934	53%
Sewer	2,127,521	1,331,618	63%	1,552,259	874,106	56%
Street	1,637,581	687,782	42%	1,312,453	301,655	23%
Capital Reserve	1,905,447	1,657,820	87%	1,375,250	369,924	27%
Library	322,902	317,487	98%	217,528	102,725	47%
Refuse	769,510	479,713	62%	711,200	326,050	46%
Building	1,509,640	1,664,587	110%	441,608	285,178	65%
Debt Service	20,214	20,929	104%	20,214	18,388	91%
Transient Room	312,403	280,475	90%	306,001	49,925	16%
Tax						
Building Reserve	240,005	239,702	99%	117,222	0	0%
Water Reserve	593,636	510,042	86%	568,114	287,465	51%
Sewer Reserve	<u>4,139,098</u>	<u>1,426,803</u>	<u>34%</u>	<u>3,125,603</u>	<u>103,872</u>	<u>3%</u>
Totals	<u>\$14,758,340</u>	<u>\$9,439,266</u>	<u>64%</u>	<u>\$10,849,943</u>	<u>\$3,308,222</u>	<u>30%</u>

LOOKING AHEAD

Budgeted Projects – These are a few of the major budgeted projects still to come during this FY



Completion of 6th Street Waterline Project:

In June 2018 the City Council passed a Resolution authorizing a loan application for a Special Public Works Loan from Business Oregon’s Infrastructure Finance Authority (IFA) to fund the 6th Street Waterline Improvement Project that is wrapping up in March 2019. This project included upsizing approximately 1,000 feet of water mains, replacing 11 fire hydrants, demolishing or abandoning failing or undersized pipes and relocating customer water services and meter boxes out of the ODOT right-of-way. In February, the City Council will be approving the interim financing contract with IFA until the loan can be refunded through the Oregon Bond Bank. The approximate total cost of this project is \$650,000.

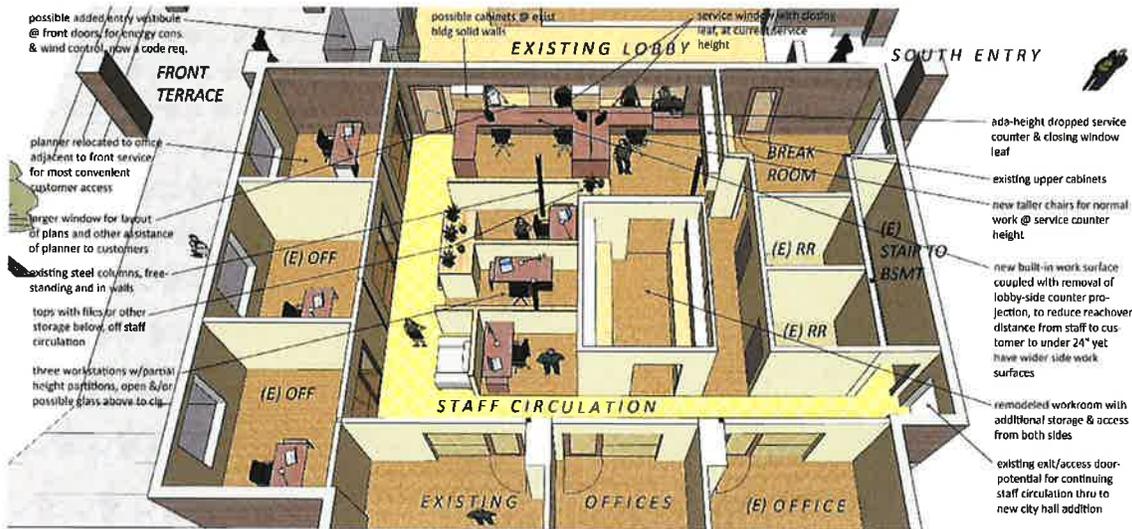
Commencement of 6th Street Revitalization Project with ODOT:

Over the past several years, the City has continued to build up matching funds in the Street Department for the 6th Street Revitalization Project in partnership with ODOT. The total project cost is nearing \$6 million, with the City’s match at \$650,000.

As the project has evolved, ODOT has to scale back the lighting and irrigation components. The project will include all underground lighting components from A to I Street and the complete lighting system, including light poles and luminaires, from I to L Street and at the Switzler Ave intersection. The City will have to create a separate project to install the additional poles, luminaires, wiring and service cabinet from A to I Street. The estimated cost of the additional lighting is \$600,000. City staff will be presenting the City Council with options on how to fund that project. Possible options include using the Capital Reserve Downtown Revitalization allocation of \$380,000, using a portion of the Enterprise Zone Agreement Community Service Fee proceeds or financing a portion of the project. ODOT will be installing all underground components for a full irrigation system including controller, conduit, irrigation lines, drip lines at tree wells and root barrier. The City will be responsible for installing trees and tree grates. We are very excited that this project will go out to bid in March 2019.

City Hall Remodel:

With the addition of new staff, we have outgrown the current footprint of City Hall. The City has contracted with Mark Seder of Seder Architecture & Urban Design to do an analysis of City Hall and the recently purchased “Old Post Office” building next to Village Square Park. We currently have \$100,000 budgeted for the City Hall remodel. Mark made a presentation to the City Council at their January 31st work session. The Council was very receptive to his proposal. City Staff will proceed with the City Hall office space remodel during this fiscal year and will do further work on the budget and scope of developing the annex building and civic center in future budget cycles.



CORE AREA OF REMODEL LOOKING EAST

UMATILLA CITY HALL & CIVIC CENTER MASTER PLAN
City of Umatilla, Oregon | Seder Architecture + Urban Design, LLC | July 2015

Creation of Additional Positions:

City Manager Stockdale has completed his analysis of the City's organizational chart and has indicated that we have a need for two immediate new positions: Administrative Services Manager and Building Inspector/Official. City Staff is in the process of creating those job descriptions. We have ordered the most recent Milliman wage survey for Oregon Public Employers and will be coming to the City Council with a supplemental budget proposal in February that includes those positions.

FISCAL CHALLENGES

Public Employee Retirement System (PERS)



Due to adverse court rulings, investment losses and improved retiree longevity, Oregon's pension system is currently \$26 billion underfunded. As a result employer rates are expected to increase again in 2019, 2021 and possibly 2023 before leveling off. For Umatilla, PERS rate increases effective July 1, 2019 will be approximately 5% for each tier. Based upon the 2018-19 wage forecast, that will result in nearly \$125,000 of additional PERS liability for the 2019-2020 FY.

2019-2020 BUDGET MEETING INFORMATION

The first budget work session will be held on **Tuesday, March 19th at 6pm.** We will be discussing a general overview of the City's funds and providing you with a list of major projects or changes in revenues or expenditures that we predict.

You will receive your budget document approximately one week prior to our formal budget meeting. During this week, we ask that you review the document and come meet with City Staff to discuss your questions or concerns.

The formal budget meeting will be held on **Tuesday, April 16th at 6pm.** City Manager Stockdale will provide his budget message and we will be reviewing and discussing, and adjusting the proposed budget as directed.

Thank you in advance for all of the hard work that you will put into the budgeting process! I cannot wait to hear your ideas and feedback.





COMMUNITY DEVELOPMENT DEPARTMENT QUARTERLY REPORT

**2nd Quarter FY 2018-2019
With a 2018 Year Summary**



INTRODUCTION TO COMMUNITY DEVELOPMENT

The Umatilla Community Development Department was created in 2017 and includes Planning, Building, Economic Development, Parks & Recreation and Code Enforcement. While new to Umatilla, a Community Development Department is common in other cities in Oregon and most other states. Community Development works closely with Public Works and City Manager which explains some of the overlap in reporting. Given the newness of the department and to help residents better understand the functions and services, this quarterly report will include some quarterly reporting as well as an overview of 2018.



Tamra Mabbott
Community Development Director

2018 ACCOMPLISHMENTS & PROJECT STATUS UPDATES

WHAT'S HAPPENING:

1. **Downtown Revitalization** is high on the priority list for CDD. Following on the success of the 2017 Portland State University (PSU) projects, "*Umatilla Together*" and the "*Umatilla Framework Plan*," the CDD worked with PSU faculty and graduate students to produce two additional reports, "*City of Umatilla Downtown Revitalization Report*" and "*Residential and Retail Market Analysis*." Each of the above are posted on city website and are intended to be



used by landowners, investors, developers and staff to encourage investment in downtown and the commercial core. The numbers show continued, strong demand for housing and opportunity for commercial/retail investment in downtown. Since late 2017, lenders have shown high confidence in residential lending, as evidenced by record new housing starts. Commercial investment will take more time and hand holding, which CDD and City Manager have strategically work to recruit new and expanded businesses. For example, CDD coordinated numerous meetings with investors, realtors, developers, etc. Two major developments were all but ready to proceed and then pulled out at the last minute. One, a large truck stop chain was set to rebuild Crossroads, leave the fueling bays, tear down the old building and replace it with a major fast food chain, only to pull out after land use and buildings permits were ready to issue. Staff worked closely with the developer and ODOT on the design and permitting and were quite disappointed to see that project go away. We hope the opportunity for redevelopment at that location comes again. Another development we expected to break ground this past summer was Columbia River Health (CRH), who proposed to build a beautiful new facility on the property just west of the Umatilla River bridge south of Hwy 730 at the end of Powerline Road. Financial constraints prevented that but staff has continued to work closely with them, including helping to find grant funding and a private investment partner, etc. so we hope to see them make progress in 2019.

2. **Economic Development** is here in a significant way measured by actual projects as well as potential growth. In 2018, Vadata broke ground on their second campus, known as PDX 63, located off Lind Road. Permitting, agreements, infrastructure design and engineering and coordination for this project consumed a proportionate share of CDD and Public Works Department staff time, efforts which resulted in win-win outcomes for City and Vadata. PDX 63 will continue to add new buildings over the next eight years, with the potential for expansion. While Vadata will likely be the largest investment

in the near future, City is situated to host other industrial development with “shovel ready” industrial lands at the Port of Umatilla in McNary, as well as industrial lands in the Power City urban growth area.

3. **Tourism and Destination Development** are another component of Economic Development and have a lot of potential in Umatilla. In 2018, CDD partnered with Umatilla Chamber on a “**Destination Assessment**” and worked closely with consultant, Jon Paul Bowles, to host a number of meetings and workshops. The final report was presented to City Council in July and includes a number of recommendations and a framework for implementation, both short term and long term. City staff has begun to implement some of the recommendations. For example, Public Works Department is working on minor improvements to parks and trails. CDD staff is working on a map and brochure to be used for marketing with Travel Oregon and also as a handout at local businesses and area chambers of commerce. Travel Oregon is the state agency division of Business Oregon, the economic development agency for the State. As an active member of regional and statewide Travel Oregon organizations, Umatilla will soon be included in promotional programs of Travel Oregon. Tourism investments and “destination” improvements will increase visitor use of city trails, parks, shops, hotels and restaurants and, importantly, will enhance quality of life for Umatilla residents.

4. **Umatilla and Columbia Rivers, Public Parks and Trails** have vast potential here in Umatilla. Some improvements began in 2018, with CDD staff securing grants and PW staff working on projects, namely Kiwanis Park. Installation of new park benches, clearing invasive trees and brush along the river trail and coordinating with UHS students to install mini libraries was also a highlight. Minor improvements will continue but planning is the next major step. In 2018, RARE Volunteer Matt Tsui, created maps and a draft Trail Plan. The Trail Plan will be refined with Parks and Recreation Committee in the Spring, followed by Open house and community outreach for public comments. And then ultimately, the Trail Plan will come before City Council. CDD staff are actively involved in the West County Regional Trail Planning project as well as the Prescription Trails Project of the Good Shepherd Community Health Foundation. A Master Parks Plan is next on the planning horizon, later in 2019. CDD team is excited to have City Manager David Stockdale involved with park and trail planning as he brings a wealth of experience and expertise in parks development, management and event planning on local and federal lands and events. Umatilla has just begun to branch out in terms of recreation and event programming. Esmeralda Horn, CDD staff, will be focusing more of her time later in 2019 when city has additional staffing capacity.



5. **Jobs, Housing & Transit Fair**, another first for Umatilla, was co-hosted with the Hermiston and Umatilla chambers in May 2018 at Umatilla High School. The event had terrific involvement of both private sector businesses, real estate and public transportation programs from the region. A second event for 2019 is under consideration. Following this fair, CDD staff moved forward in partnership with City of Hermiston and Confederated Tribes of the Umatilla Indian Reservation’s KAYAK program to develop a senior and disabled taxi program and soon to be implemented a work force taxi program and increasing public transit. In terms of housing, while Umatilla enjoys a surge in new housing starts, CDD staff recognized the need to look further into the future and are working on a regional housing lands and

buildable lands analysis. Staff secured a grant on behalf of Umatilla, Stanfield and Echo. Reports will be forthcoming in Spring 2019.

6. **Old Town Site, History and Heritage** are at center stage in Umatilla. In 2018 staff worked with CTUIR to revive planning efforts of the Old Town Site. CTUIR agreed to provide \$10,000 and the city paid the balance (total \$36,500) to Army Corps of Engineers (ACOE) to review a landscape management plan of the Old Town Site, with an initial focus on fortification of a sacred burial site. While expensive, this is an important project for Umatilla, for native American persons and for future visitors. Staff embraces the collaborative process and the stage has been set for future projects in and around the Old Town Site. Similarly, staff worked collaboratively with CTUIR and the Oregon State Historic Preservation Office (SHPO) and Oregon Department of Transportation (ODOT) to secure authorization for the 6th Street Waterline project, which is located within the 35-UM-1 area, a site listed on the National Registry. As part of that process, the southern boundary was refined, creating less onerous regulations for future development onlands south of Fourth street. Heritage in Umatilla is a rich asset, as the Umatilla Museum will attest and is working hard to preserve and share.



7. **A variety of ODOT Projects** are worth highlighting. The upcoming Sixth Street redevelopment project will transform the look of downtown revitalization. This project has been in the planning and design stage for many years. Smaller projects include authorization from ODOT to place a city logo on the new Interstate 82 bridge, finalizing sidewalk configuration along the Powerline Road realignment, transferring ownership of a parcel of land located at River Road and Hwy 730 and authorization to rebuild the “Kiwanis Falls” at the intersection of Highways 730 and 395. In 2018, UHS Key Club raised \$800. for Kiwanis Falls. That busy intersection has lots of potential, especially once city takes ownership of the Anacapa Land and staff works with owners of the old Bucks Corner.
8. **Building BOOM!** Is the only way to characterize Building Department activity over the past year. See reports below by Brandon Seitz and Esmeralda Horn.

9. **Code Enforcement joined Community Development** in 2018. And what a welcome asset with Tisa Coffey, long time Code Enforcement Officer. While Tisa is learning more about building and zoning code compliance, new reporting, etc. the CDD team relies on her relationships with landowners and community members, especially when showing potential investors around the community. Major accomplishments for the quarter include the integration of Code Enforcement with Community Development, cross training, new record keeping and coordination with special projects such as the Portland State University Downtown Development Study and a school and local church and business clean up. CDD staff and legal counsel prepared updates to the City Code which were adopted in August of 2018. Another project was to remove old and abandoned signs by working closely with landowners and encourage compliance with the city sign code. The focus on Sixth Street. Letters were sent to all landowners, who were encouraged to verify signs were permitted and otherwise in compliance. The result was the removal of several out of compliance and unsightly signs. A few still remain although the project was a modest step in revitalizing the commercial area along Sixth Street. In 2019, in addition to a busy, everyday code work, staff will be working closely with city attorney to clean up a few challenging properties. One such property has been “under construction/remodel” and also a parking lot for cars for several years, an eyesore that has a negative impact of property values and livability of the neighborhood. Another example is an individual whose house was destroyed by a fire and has since been living in a camp trailer with no services. Abandoned homes and buildings are also on the list to address this year. And, as we approach the annual SLAM DUNK THE JUNK (April) event staff will encourage people to participate in the program as a cost-effective way to clean up property.

HIGHLIGHTED CHALLENGES & COMMITTED ACTIONS

1. Are we prepared for this continued and rapid growth? Yes and no. CDD continues to streamline processes, reporting and programs. But in order to keep pace with demand and capitalize on revenues, we are working with City Manager to make some staffing changes, to include a Building Official and Inspector, new software and communication tools (paper and virtual), a moving Esmeralda Horn into the CDD full time, rather than shared with Finance.
2. In 2018 CDD focus was on current planning and permitting, an essential focus given the development activity. But the department has a number of important, long-range planning projects that need attention. For example, the city-owned parcels located between Bud Draper Drive and the golf course have conflicting Plan and Zone designations which must be resolved before development could take place. Also important is the development of a Comprehensive Master Plan for the Power City area within the urban growth boundary, to allow for transitional rural uses and eventual sewer and water development and funding. In 2018, CDD worked on one aspect of the Power City project by commissioning an income survey to verify the area could qualify for

Community Development Block Grant funding. The study showed 54.7% of city residents (including residents inside urban growth area) fall within the low to moderate income level. While we hope those income levels will rise over time with the many new employment opportunities, CDD will pursue funding opportunities that are available now. Other important long range planning projects include updates to the Transportation System Plan (TSP), vital for funding projects, and zoning code updates, important to streamline development and create incentives for urban renewal.

3. Renovation of the Old Post Office building is a topic for Council discussion. One opportunity CDD is exploring is to create a business incubator site and to place to host trainings with Blue Mountain Community College and Eastern Oregon University Small Business Development Programs.
4. Enhancing relationships with community partners and other government agencies was a challenge mentioned in the City Manager’s Quarterly Report. In Community Development, these relationships include state agencies such as Business Oregon, ODOT, ODEQ, SHPO; local agencies such as Umatilla County, Port of Umatilla, Columbia Development Authority, neighboring cities, Chamber organizations, school district, fire district, OSU Extension Program and more. One example is the Enterprise Zone Program City is scheduled to renew in 2019. Currently City partners with Stanfield, Echo and Umatilla County. Moving forward, CDD and City Manager will meet with those entities and the state to determine the best arrangement. Other examples include partnership with Columbia Development Authority (CDA) to provide services to 1,000 acres of industrial land, partner with local entities to develop the city’s 23 CFS Water Right and work to relocate the ODOT Weigh Station. CDD and city management have fostered strong ties with state legislators, federal congressional and senatorial staff, to garner support for projects in Umatilla.

REPORTS

Planning Division

Calendar Year 2018

Number of Applications	Type of Application
11	Conditional Use
2	Partition
2	Replat
2	Plan Amendment
6	Site Plan Review
2	Variance
1	Appeal
1	Zone Change
24	Zoning Permits (Urban Growth Area)
25	Fence Permits
4	Sign Permits
80	Total Permit issued

FY 2019 Quarter 1

Number of Applications	Type of Application
1	Conditional Use
2	Site Plan Review
1	Variance
1	Appeal
1	Zone Change
4	Zoning Permits (Urban Growth Area)
6	Fence Permits
1	Sign Permits
17	Total Permit issued

FY 2019 Quarter 2

Number of Applications	Type of Application
2	Conditional Use
1	Partition
1	Site Plan Review
1	Variance
3	Zoning Permits (Urban Growth Area)
10	Fence Permits
2	Sign Permits
20	Total Permit issued

Building Division

of Permits Issued by Fiscal Year Quarter

Quarter	# of Permits Issued	\$ Value	Fees Collected
1st Quarter	101	\$45,107,336.08	\$464,241.72
2nd Quarter	51	\$15,799,180.78	\$165,701.68
3rd Quarter			
4th Quarter			
TOTAL:			

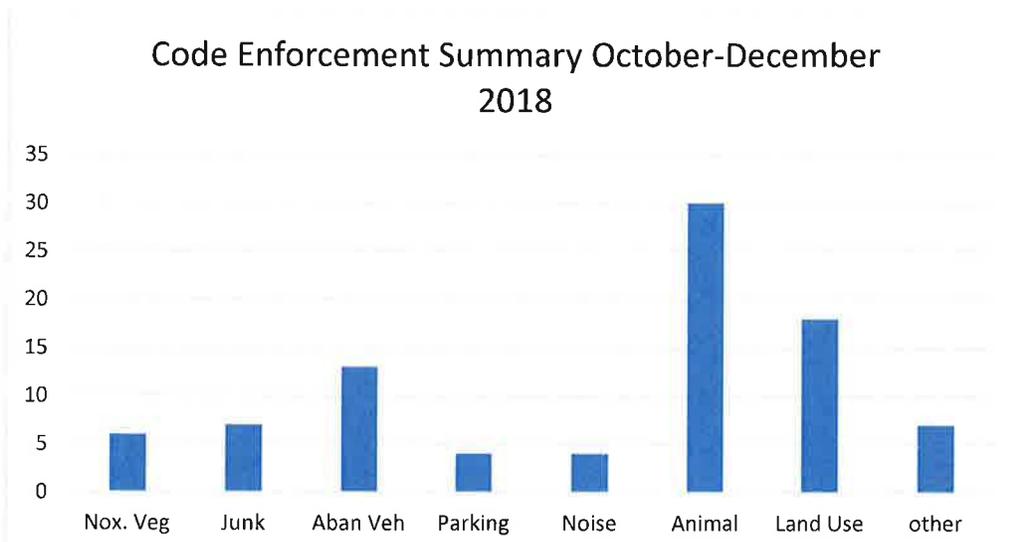
10 year Development Analysis

Calendar Year	New Construction Value
2010	\$307,076.00
2011	\$9,007,824.84
2012	\$7,972,529.00
2013	\$11,771,353.25
2014	\$25,227,705.69
2015	\$18,568,536.70
2016	\$17,783,986.16
2017	\$27,534,381.00
2018	\$48,247,823.03

Code Enforcement

Second quarter did not see graffiti in our Parks, although there were four (4) instances of graffiti removed throughout the City, including on private property, in 2018. Tisa Coffey leads the graffiti removal effort, usually scrubbing and cleaning on her own. Graffiti city-owned property is immediately removed and almost as quickly on private property if staff is able and has consent of property owner. Prompt removal is important to prevent copycat behavior.

The table below shows the calls for service from October through December of 2018. Types of calls vary with the different seasons. For example, noxious vegetation calls spike in the spring. Parking and animal calls usually stay pretty consistent throughout the year.



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	90796772	BOD AND SOLIDS TEST	12/01/18	76.85	42597	01/10/19
		90796773	BOD AND SOLIDS TEST	12/05/18	76.85	42597	01/10/19
		90801899	BOD AND SOLIDS TEST	12/18/18	76.85	42597	01/10/19
		90801900	BOD AND SOLIDS TEST	12/19/18	76.85	42597	01/10/19
	Total 26:				307.40		
38							
38	Alpine Alarm	M0072	Fire Alarm & Security Alarm Monitoring	01/04/19	684.00	42599	01/10/19
	Total 38:				684.00		
59							
59	Aramark Uniform Services, Inc.	863744641	Police Mats	12/06/18	132.48	42600	01/10/19
		863744643	Mats & Towels	12/06/18	94.78	42600	01/10/19
		863765163	Police Mats	12/20/18	139.10	42600	01/10/19
		863765165	Mats & Towels	12/20/18	98.54	42600	01/10/19
	Total 59:				464.90		
92							
92	Banner Bank Mastercard	2217DEC201	TLO TRANSUNION	12/31/18	150.00	42602	01/10/19
		2217DEC201	USE OF FORCE TRAINING-PALACE HOTEL	12/31/18	374.08	42602	01/10/19
		2217DEC201	AMAZON SUPPLIES	12/31/18	50.57	42602	01/10/19
		2217DEC201	AMAZON SUPPLIES	12/31/18	92.99	42602	01/10/19
		2217DEC201	NW LEADERSHIP X 3	12/31/18	885.00	42602	01/10/19
		3132DEC201	CROSS CONNECTION ANNUAL FEE	12/31/18	200.00	42602	01/10/19
		3488DEC201	TRAFFIC COUNTER/SOFTWARE	12/31/18	2,107.00	42602	01/10/19
		3488DEC201	PESTICIDE APPLICATION RENEWAL	12/31/18	110.00	42602	01/10/19
		3488DEC201	PESTICIDE APPLICATION RENEWAL	12/31/18	55.00	42602	01/10/19
		3488DEC201	STREET DEPT MAINT	12/31/18	35.90	42602	01/10/19
		3488DEC201	LUNCHEON W/SCHOOL DIST RE REC PROGR	12/31/18	39.35	42602	01/10/19
		5919DEC201	TREE LIGHTING GIFT	12/31/18	36.00	42602	01/10/19
		5919DEC201	MEETING MEAL	12/31/18	60.00	42602	01/10/19
		5919DEC201	SALARY SURVEY	12/31/18	595.00	42602	01/10/19
		5919DEC201	RECOGNITION PLAQUES	12/31/18	135.46	42602	01/10/19
		6564DEC201	LUNCHEON W/WATER COALITION	12/31/18	48.00	42602	01/10/19
		6564DEC201	LUNCHEON W/ CHAMBER	12/31/18	38.00	42602	01/10/19
		6564DEC201	LUNCHEON W/SCHOOL DIST RE REC PROGR	12/31/18	15.63	42602	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8522DEC201	PLAN REVIEW WEBINAR	12/31/18	49.00	42602	01/10/19
		8522DEC201	HOTEL OREGON BUSINESS COUNCIL	12/31/18	244.39	42602	01/10/19
		8522DEC201	HOUSING STUDY LUNCHEON	12/31/18	23.25	42602	01/10/19
		8522DEC201	ASFPM MEMBERSHIP RENEWAL	12/31/18	160.00	42602	01/10/19
	Total 92:				<u>5,504.62</u>		
95							
95	Barnett & Moro, P.C.	86352018	Annual Audit	12/31/18	6,950.00	42603	01/10/19
	Total 95:				<u>6,950.00</u>		
143							
143	Bonney's AG & Auto Repair	121818	Sewer Dept Maintenance	12/18/18	103.40	42606	01/10/19
	Total 143:				<u>103.40</u>		
183							
183	Buttercreek Equipment, Inc.	56954	Kuboto Tractor Maintenance	01/09/19	68.74	42687	01/22/19
	Total 183:				<u>68.74</u>		
199							
199	Canon Solutions America, Inc	4027955871	MAINTENANCE	12/24/18	214.73	42609	01/10/19
	Total 199:				<u>214.73</u>		
214							
214	Cascade Natural Gas Corp.	7846DEC18	830 6TH ST	12/28/18	109.79	42610	01/10/19
		7851DEC18	822 6TH ST	12/28/18	118.69	42610	01/10/19
		CITYHALLD	Natural Gas New City Hall	12/28/18	113.71	42610	01/10/19
		CITYHALLD	Natural Gas New City Hall	12/28/18	113.71	42610	01/10/19
		CITYHALLD	Natural Gas New City Hall	12/28/18	113.72	42610	01/10/19
		DRAPERDE	Natural Gas Draper Street	12/28/18	88.43	42610	01/10/19
		SEWERDEC	Natural Gas Sewer Plant	12/28/18	491.23	42610	01/10/19
	Total 214:				<u>1,149.28</u>		
222							
222	Center Point Large Print	1652239	Large Print Books for Library	01/01/19	182.76	42689	01/22/19
	Total 222:				<u>182.76</u>		
226							
226	CenturyLink	0453DEC18	Police Dept T31 Line	12/25/18	93.23	42611	01/10/19
	Total 226:				<u>93.23</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
263							
263	Coleman Oil Company	0491791-IN	Sewer Plant Biodiesel	01/02/19	1,854.19	42613	01/10/19
	Total 263:				1,854.19		
266							
266	Columbia Electric Supply	5858-423203	SEWER DEPT MAINTENANCE	01/03/19	50.87	42614	01/10/19
	Total 266:				50.87		
277							
277	Concrete Special Ties, Inc.	41387	PARK MAINTENANCE	01/04/19	359.04	42615	01/10/19
		41415	PARK MAINT EQUIP	01/07/19	181.32	42615	01/10/19
		41446	STREET DEPT MAINTENANCE	01/08/19	2.45	42615	01/10/19
	Total 277:				542.81		
302							
302	CRIS Inc.	123118-M	Contract Service Agreement	12/31/18	12,500.00	42616	01/10/19
		123118-M	SUPPLIES	12/31/18	152.94	42616	01/10/19
	Total 302:				12,652.94		
308							
308	Crystal Springs	9262940010	Water for Police Department	01/09/19	47.03	42691	01/22/19
	Total 308:				47.03		
332							
332	DCBS - Fiscal Services	4THQTR18	Bldg Surcharge Quarterly Sub	12/31/18	8,569.29	42692	01/22/19
	Total 332:				8,569.29		
343							
343	DEMCO, Inc.	6529521	Supplies Library	01/14/19	68.35	42693	01/22/19
	Total 343:				68.35		
351							
351	DEQ - Water Quality Division	TASSIE19	WW Operator Certificate Application - Tassie	01/01/19	240.00	42694	01/22/19
	Total 351:				240.00		
388							
388	Duke's Auto Plus	11838	Auto Repairs 10 Dodge Charger	01/03/19	570.00	42620	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 388:					570.00		
397							
397	Dynamic Computer Consulting, I	13720	Proof Point Security monthly, Remote Backups	12/31/18	234.00	42621	01/10/19
Total 397:					234.00		
405							
405	Eastern Oregon Telecom, LLC	8743DEC18	Telephone/Fiber Services	01/01/19	142.92	42622	01/10/19
		8743DEC18	Telephone/Fiber Services	01/01/19	47.64	42622	01/10/19
		8743DEC18	Telephone/Fiber Services	01/01/19	277.94	42622	01/10/19
		8743DEC18	Telephone/Fiber Services	01/01/19	273.60	42622	01/10/19
		8743DEC18	Telephone/Fiber Services	01/01/19	308.47	42622	01/10/19
		8743DEC18	Telephone/Fiber Services	01/01/19	376.92	42622	01/10/19
		8743DEC18	Telephone/Fiber Services	01/01/19	197.95	42622	01/10/19
Total 405:					1,625.44		
427							
427	English Hay Company	183420	OVERPAYMENT GUSTAVO ALEJO BUENO	12/31/18	38.00	42624	01/10/19
Total 427:					38.00		
450							
450	FAO, USAED, Portland	JAN2019	ADMIN REV FEE OLD TOWNSITE VEG MNG PLAN	01/07/19	36,350.00	42625	01/10/19
Total 450:					36,350.00		
456							
456	FEI #3011 Waterworks	0693423-1	BASE STATION UPGRADE	12/03/18	6,000.00	42627	01/10/19
Total 456:					6,000.00		
461							
461	Ferranti-Graybeal Insurance Inc	W150332814	CITY MANAGER BOND	12/19/18	150.00	42628	01/10/19
Total 461:					150.00		
554							
554	Gotcha Covered	137709	Cleaning Services	01/04/19	443.84	42629	01/10/19
		137709	Cleaning Services	01/04/19	383.98	42629	01/10/19
		137709	Cleaning Services	01/04/19	383.98	42629	01/10/19
		137709	Cleaning Services	01/04/19	248.20	42629	01/10/19
Total 554:					1,460.00		
587							
587	H.D. Fowler Company	I5031059	Water Dept Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Meters etc	12/06/18	3,263.10	42631	01/10/19
		15033804	Water Dept Meters Etc.	12/10/18	773.75	42631	01/10/19
		15033805	Water Dept Supplies	12/10/18	165.34	42631	01/10/19
			Meters etc				
		15033807	Water Dept Supplies	12/10/18	250.80	42631	01/10/19
			Meters etc				
		15041259	Water Dept Supplies	12/20/18	1,323.25	42631	01/10/19
			Meters etc				
		15041262	Water Dept Supplies	12/20/18	88.00	42631	01/10/19
			Meters etc				
Total 587:					5,864.24		
623							
623	Heller & Sons Dist., Inc.	13893	Gasoline for Police Cars	12/31/18	1,610.32	42632	01/10/19
		13894	Gas for Public Works	12/31/18	371.71	42632	01/10/19
			Vehicles				
		13894	Gas for Public Works	12/31/18	606.77	42632	01/10/19
			Vehicles				
		13894	Gas for Public Works	12/31/18	240.52	42632	01/10/19
			Vehicles				
		13894	Gas for Public Works	12/31/18	603.12	42632	01/10/19
			Vehicles				
Total 623:					3,432.44		
659							
659	Home Depot Credit Services	1043145	PARKS MAINTENANCE	12/13/18	22.54	42633	01/10/19
		1102351	BUILDING	12/03/18	37.30	42633	01/10/19
			MAINTENANCE- CITY				
			HALL				
		4103694	Street MAINTENANCE	12/20/18	107.69	42633	01/10/19
		6053477	STREET DEPT	12/18/18	6.24	42633	01/10/19
			MAINTENANCE				
		6103538	Street MAINTENANCE	12/18/18	91.99	42633	01/10/19
		7043531	PARKS MAINTENANCE	12/17/18	47.00	42633	01/10/19
		8042436	BUILDING	12/06/18	51.64	42633	01/10/19
			MAINTENANCE- CITY				
			HALL				
		8102613	Sewer Dept Maintenance	12/06/18	125.93	42633	01/10/19
		8102627	Sewer Dept Maintenance	12/06/18	9.94	42633	01/10/19
Total 659:					500.27		
675							
675	HRA VEBA Trust Contributions	YA440-2019	YA440 HRA VEBA TRUST	01/01/19	700.00	42634	01/10/19
			CONTRIBUTION				
		YA440-2019	YA440 HRA VEBA TRUST	01/01/19	1,240.00	42634	01/10/19
			CONTRIBUTION				
		YA440-2019	YA440 HRA VEBA TRUST	01/01/19	480.00	42634	01/10/19
			CONTRIBUTION				
		YA440-2019	YA440 HRA VEBA TRUST	01/01/19	1,400.00	42634	01/10/19
			CONTRIBUTION				
		YA440-2019	YA440 HRA VEBA TRUST	01/01/19	11,200.00	42634	01/10/19
			CONTRIBUTION				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		YA440-2019	YA440 HRA VEBA TRUST CONTRIBUTION	01/01/19	800.00	42634	01/10/19
		YA440-2019	YA440 HRA VEBA TRUST CONTRIBUTION	01/01/19	4,110.00	42634	01/10/19
		YA440-2019	YA440 HRA VEBA TRUST CONTRIBUTION	01/01/19	4,950.00	42634	01/10/19
		YA440-2019	YA440 HRA VEBA TRUST CONTRIBUTION	01/01/19	2,680.00	42634	01/10/19
		YA440-2019	YA440 HRA VEBA TRUST CONTRIBUTION	01/01/19	1,600.00	42634	01/10/19
		YA440-2019	YA440 HRA VEBA TRUST CONTRIBUTION	01/01/19	1,240.00	42634	01/10/19
Total 675:					30,400.00		
693							
693	Ingram	37719662	Library Books	12/05/18	17.39	42635	01/10/19
		37719663	Library Books	12/05/18	9.75	42635	01/10/19
		37719664	Library Books	12/05/18	67.91	42635	01/10/19
		37736812	Library Books	12/06/18	22.97	42635	01/10/19
		37743154	Library Books	12/06/18	19.50	42635	01/10/19
		37764629	Library Books	12/07/18	16.19	42635	01/10/19
		37764630	Library Books	12/07/18	10.79	42635	01/10/19
		37823518	Library Books	12/11/18	33.60	42635	01/10/19
		37823519	Library Books	12/11/18	16.94	42635	01/10/19
		37950595	Library Books	12/18/18	9.75	42635	01/10/19
		38084973	Library Books	12/27/18	9.75	42635	01/10/19
Total 693:					215.04		
697							
697	Intermountain ESD	598T061940	SURFACE FOR PW DIRECTOR	01/15/19	1,163.96	42696	01/22/19
		598T061980	MONITOR/GRAPHIC CARD/HDMI	01/18/19	459.05	42696	01/22/19
		598T062000	MONITORS FOR PW DIRECTOR	01/18/19	192.90	42696	01/22/19
Total 697:					1,815.91		
712							
712	J U B Engineers, Inc.	122266	PHASE 1 FINAL DESIGN	01/16/19	7,784.84	42697	01/22/19
		122267	ENGINEERING	01/08/19	131.67	42697	01/22/19
		122267	6th St Waterline Improvements	01/08/19	1,156.40	42697	01/22/19
		122270	Bonney Industrial Discharge Facility	01/08/19	1,767.34	42697	01/22/19
Total 712:					10,840.25		
720							
720	James C. Fulper dba Health Opt	81334	PHYSICAL- TASSIE	12/14/18	83.33	42636	01/10/19
		81410	DOT Physical - LEOS	12/20/18	95.00	42636	01/10/19
		81410	FED SCREEN - SCHEEL	12/20/18	63.00	42636	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 720:					241.33		
770							
770	KIE Supply Corp	478355	Sewer Dept Maintenance	11/26/18	14.56	42640	01/10/19
		478355-1	Sewer Dept Maintenance	11/27/18	20.92	42640	01/10/19
		478884	Sewer Dept Maintenance	11/27/18	90.59	42640	01/10/19
		480612	Marina Maintenance Supplies	12/03/18	104.80	42640	01/10/19
		481996	Sewer Dept Maintenance	12/06/18	38.18	42640	01/10/19
		482287	Sewer Dept Maintenance	12/06/18	8.23	42640	01/10/19
		483358	Sewer Dept Maintenance	12/10/18	11.62	42640	01/10/19
		484942	Water Dept Maintenance	12/14/18	5.51	42640	01/10/19
Total 770:					294.41		
785							
785	Kuhn Law Offices	1399	Legal Service	01/03/19	1,015.00	42699	01/22/19
		1400	Legal Services - Personnel	01/03/19	315.00	42699	01/22/19
		1401	Legal Service- Agenda	01/03/19	600.00	42699	01/22/19
		1402	Legal Services - Cal-Pine Property	01/03/19	540.00	42699	01/22/19
		1403	Legal Services -6TH STREET WATER LINE PROJECT	01/03/19	220.00	42699	01/22/19
Total 785:					2,690.00		
903							
903	Mechanix, Inc.	008506	Install new WATER LINE/DIGGING/BACKFILLING	01/08/19	1,108.94	42700	01/22/19
		008507	HOOK UP NEW WATER METER/AG SOURCE	01/08/19	243.90	42700	01/22/19
Total 903:					1,352.84		
976							
976	National Geographic Society	SUB2019	Library Subscription	01/01/19	67.00	42645	01/10/19
Total 976:					67.00		
995							
995	Norco Inc.	25469679	Cylinder Rental	12/31/18	43.12	42647	01/10/19
		25469679	Cylinder Rental	12/31/18	43.12	42647	01/10/19
Total 995:					86.24		
997							
997	North Coast Electric Co.	S8946945.00	Sewer DEPT MAINTENANCE	11/26/18	122.90	42648	01/10/19
Total 997:					122.90		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1023							
1023	OHA Cashier	CROSS19	Cross Connection Certification - SCHEEL	01/09/19	97.50	42649	01/10/19
		CROSSCON	Cross Connection Certification - Dyer	01/01/19	195.00	42649	01/10/19
Total 1023:					292.50		
1031							
1031	OMA	2019	Annual Dues, Mayor	01/01/19	139.00	42650	01/10/19
Total 1031:					139.00		
1052							
1052	Oregon Dept of Revenue	DEC2018	State Court Assessments	12/31/18	25,517.82	42651	01/10/19
Total 1052:					25,517.82		
1060							
1060	Oregon Permit Technicians Assn	2019	Government Membership	01/01/19	40.00	42702	01/22/19
Total 1060:					40.00		
1066							
1066	Oregon Water Coalition	1951	Annual Dues	12/21/18	100.00	42652	01/10/19
Total 1066:					100.00		
1080							
1080	Owen Equipment Co.	187540	Street Equip maint	12/27/18	465.92	42653	01/10/19
Total 1080:					465.92		
1086							
1086	Pacific Power	0013DEC18	Hwy 395 & 730 Intertie Well	12/14/18	2,557.48	42654	01/10/19
		0021DEC18	205 Powerline/McNary Ind Park/WWTP	12/24/18	8,385.23	42654	01/10/19
		0039DEC18	McFarland Well	12/27/18	1,570.45	42654	01/10/19
		0047DEC18	McNary Mobil Phase 2	12/31/18	269.85	42654	01/10/19
		0054DEC18	City Park Restrooms	12/24/18	282.21	42654	01/10/19
		0062DEC18	Shop Complex	12/17/18	27.88	42654	01/10/19
		0070DEC18	8th & F SE Corner	12/17/18	44.12	42654	01/10/19
		0088DEC18	8th & E St SS Park	12/17/18	171.36	42654	01/10/19
		0096DEC18	6th & A St Decorative Light	12/24/18	19.28	42654	01/10/19
		0104DEC18	Street Lights	12/19/18	2,402.31	42654	01/10/19
		0112DEC18	800 6th St PARK	12/17/18	55.80	42654	01/10/19
		0112DEC18	800 6th St/City Hall/Library	12/17/18	281.56	42654	01/10/19
		0112DEC18	800 6th St/City Hall/Library	12/17/18	281.56	42654	01/10/19
		0112DEC18	800 6th St/City Hall/Library	12/17/18	281.56	42654	01/10/19
		0120DEC18	632 D ST	12/17/18	900.48	42654	01/10/19
		0146DEC18	Bud Draper Dr	12/14/18	3,321.73	42654	01/10/19
		0153DEC18	Water Booster Station	12/14/18	1,304.71	42654	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0161DEC18	Water Tank Port	12/14/18	3,375.03	42654	01/10/19
		0179DEC18	285 Radar Rd Booster Pump	12/27/18	545.94	42654	01/10/19
		0187DEC18	Div 7 Naches Ave Lift	12/14/18	30.84	42654	01/10/19
		0377DEC18	Bath House Marina	12/24/18	1,029.13	42654	01/10/19
		0385DEC18	Fish Cleaning Station Marina	12/24/18	17.97	42654	01/10/19
		0393DEC18	West End Comfort Station	12/24/18	17.97	42654	01/10/19
		0401DEC18	15 HP Pump Marina Levy	12/24/18	106.37	42654	01/10/19
		0419DEC18	Quincy Ave N 2nd Marina office bldg	12/24/18	117.63	42654	01/10/19
		0427DEC18	Marina Park	12/24/18	612.31	42654	01/10/19
		0435DEC18	1710 Quincy St Marina	12/24/18	684.22	42654	01/10/19
		0476DEC18	Variable Sign Hwy 730	12/24/18	25.82	42654	01/10/19
Total 1086:					28,720.80		
1133							
1133	Platt	T957626	Street Dept Equipment Maintenance	12/19/18	53.59	42655	01/10/19
		U013917	City Hall Maintenane	12/12/18	151.51	42655	01/10/19
		U097504	City Hall Maintenane	12/21/18	101.40	42655	01/10/19
Total 1133:					306.50		
1151							
1151	Preferred Property	39228042	Refund Balance Utility Deposit-370 MORNOE	12/20/18	74.98	42703	01/22/19
Total 1151:					74.98		
1157							
1157	Builders FirstSource	79083544	Street Dept Maintenance	12/21/18	226.64	42607	01/10/19
		79083544	Credit on account	12/21/18	22.26-	42607	01/10/19
Total 1157:					204.38		
1178							
1178	Quill Corporation	3589153	Office Supplies	12/18/18	13.58	42656	01/10/19
		3589153	Office Supplies	12/18/18	2.70	42656	01/10/19
		3589153	Office Supplies	12/18/18	5.44	42656	01/10/19
		3589153	Office Supplies	12/18/18	8.14	42656	01/10/19
		3589153	Office Supplies	12/18/18	8.14	42656	01/10/19
		3589153	Office Supplies	12/18/18	5.44	42656	01/10/19
		3589153	Office Supplies	12/18/18	.80	42656	01/10/19
		3661331	Office Supplies	12/18/18	8.26	42656	01/10/19
		3686321	Office Supplies	12/18/18	27.44	42656	01/10/19
		3686321	Office Supplies	12/18/18	5.45	42656	01/10/19
		3686321	Office Supplies	12/18/18	10.99	42656	01/10/19
		3686321	Office Supplies	12/18/18	16.45	42656	01/10/19
		3686321	Office Supplies	12/18/18	16.45	42656	01/10/19
		3686321	Office Supplies	12/18/18	10.99	42656	01/10/19
		3686321	Office Supplies	12/18/18	1.62	42656	01/10/19
		3859298	Office Supplies	01/02/19	9.18	42656	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		3859298	Office Supplies	01/02/19	1.82	42656	01/10/19
		3859298	Office Supplies	01/02/19	3.68	42656	01/10/19
		3859298	Office Supplies	01/02/19	5.50	42656	01/10/19
		3859298	Office Supplies	01/02/19	5.50	42656	01/10/19
		3859298	Office Supplies	01/02/19	3.68	42656	01/10/19
		3859298	Office Supplies	01/02/19	.54	42656	01/10/19
		3947505	Office Supplies	01/04/19	3.37	42704	01/22/19
		3947505	Office Supplies	01/04/19	.67	42704	01/22/19
		3947505	Office Supplies	01/04/19	1.35	42704	01/22/19
		3947505	Office Supplies	01/04/19	2.02	42704	01/22/19
		3947505	Office Supplies	01/04/19	2.02	42704	01/22/19
		3947505	Office Supplies	01/04/19	1.35	42704	01/22/19
		3947505	Office Supplies	01/04/19	.21	42704	01/22/19
		3947505	Office Chair (2)	01/04/19	259.98	42704	01/22/19
		9779473	Office Supplies	08/29/18	507.45	42656	01/10/19
		9779473	Office Supplies	08/29/18	100.83	42656	01/10/19
		9779473	Office Supplies	08/29/18	203.31	42656	01/10/19
		9779473	Office Supplies	08/29/18	304.14	42656	01/10/19
		9779473	Office Supplies	08/29/18	304.14	42656	01/10/19
		9779473	Office Supplies	08/29/18	203.31	42656	01/10/19
		9779473	Office Supplies	08/29/18	29.74	42656	01/10/19
	Total 1178:				2,095.68		
1191							
	1191 RDO Equipment Co.	W34645	Marina Equipment Maintenance	12/17/18	1,094.93	42657	01/10/19
	Total 1191:				1,094.93		
1193							
	1193 Recorded Books, LLC	76049254	Books on Tape for Library	12/17/18	152.97	42658	01/10/19
	Total 1193:				152.97		
1259							
	1259 Sanitary Disposal, Inc.	DEC2018	Marina Refuse	12/31/18	738.35	42705	01/22/19
		DEC2018	Refuse Collection	12/31/18	60,167.88	42705	01/22/19
		NOV2018	Refuse Collection	11/30/18	52,834.93	42705	01/22/19
		NOV2018	Marina Refuse	11/30/18	738.35	42705	01/22/19
	Total 1259:				114,479.51		
1280							
	1280 Secretary of State	AUDIT 17-18	Annual Audit Review Filing	01/01/19	300.00	42659	01/10/19
	Total 1280:				300.00		
1332							
	1332 Smitty's Ace Hardware	592489	BUILDING MAINTENANCE- CITY HALL	12/03/18	4.74	42662	01/10/19
		592491	Street Dept Maintenance	12/03/18	8.33	42662	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		592902	Street Dept Maintenance	12/07/18	103.16	42662	01/10/19
		592902	Street EQUIP MAINT	12/07/18	14.34	42662	01/10/19
		592992	Street Dept Maintenance	12/10/18	5.88	42662	01/10/19
		593044	water dept maintenance	12/10/18	199.34	42662	01/10/19
		593099	Street Dept Maintenance	12/11/18	88.54	42662	01/10/19
		593595	Street Dept Maintenance	12/17/18	19.98	42662	01/10/19
		593766	Street Dept Maintenance	12/19/18	44.93	42662	01/10/19
		594087	water dept maintenance	12/26/18	13.58	42662	01/10/19
		594163	Street Dept Maintenance	12/27/18	7.96	42662	01/10/19
		594220	PARKS MAINTENANCE	12/28/18	61.46	42662	01/10/19
		DISCDEC18	DISCOUNT	12/31/18	.23-	42662	01/10/19
		DISCDEC18	DISCOUNT	12/31/18	.70-	42662	01/10/19
		DISCDEC18	DISCOUNT	12/31/18	10.38-	42662	01/10/19
		DISCDEC18	DISCOUNT	12/31/18	13.60-	42662	01/10/19
		DISCDEC18	DISCOUNT	12/31/18	3.00-	42662	01/10/19
	Total 1332:				544.33		
1343							
	1343 Specks Printing	7382	LETTERHEAD	12/19/18	358.80	42663	01/10/19
		7382	Business Cards- COUNCIL/MAYOR	12/19/18	260.00	42663	01/10/19
		7393	Business Cards- COFFEY	01/15/19	65.00	42707	01/22/19
		7393	Business Cards- COLEMAN	01/15/19	32.50	42707	01/22/19
		7393	Business Cards- COLEMAN	01/15/19	32.50	42707	01/22/19
		7394	WORK ORDERS	01/15/19	115.00	42707	01/22/19
	Total 1343:				863.80		
1380							
	1380 Swank Motion Pictures, Inc.	2617611	ANNUAL COPYRIGHT COMPLIANCE SITE LIC	01/01/19	388.00	42666	01/10/19
	Total 1380:				388.00		
1387							
	1387 Table Rock Analytical Lab	22242	Coliform drinking water tests	12/20/18	240.00	42667	01/10/19
		22379	Coliform drinking water tests	01/08/19	240.00	42708	01/22/19
	Total 1387:				480.00		
1392							
	1392 Talos Engineering, Inc.	1208	Cellular Texting System	01/01/19	55.00	42668	01/10/19
	Total 1392:				55.00		
1438							
	1438 Tom Denchel Ford Country	6004139	2008 FORD TRUCK REPAIRS F250	11/29/18	797.67	42671	01/10/19
		6004139	2008 FORD TRUCK				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			REPAIRS F250	11/29/18	797.67	42671	01/10/19
Total 1438:					1,595.34		
1444							
1444	Traffic Safety Supply Co.	INV009038	Street Dept Maintenance	12/07/18	1,969.63	42673	01/10/19
		INV009350	Street Dept Maintenance	12/17/18	470.18	42673	01/10/19
		INV009708	Street Dept Maintenance	01/03/19	1,161.05	42710	01/22/19
Total 1444:					3,600.86		
1463							
1463	Umatilla Chamber of Commerce	49	Membership one year	01/07/19	40.00	42712	01/22/19
Total 1463:					40.00		
1464							
1464	Umatilla Circuit Court	WM469132	EDHEM CUCIC WM469132	01/10/19	838.40	42674	01/10/19
Total 1464:					838.40		
1467							
1467	Umatilla County Attn: Finance	DEC2018	County Court Assessments	12/31/18	3,144.68	42675	01/10/19
Total 1467:					3,144.68		
1475							
1475	Umatilla County Records	2018	Recording Fees	12/31/18	297.00	42676	01/10/19
Total 1475:					297.00		
1478							
1478	Umatilla Elect. Coop. Assoc.	239DEC18	Lights for Waterfall	12/15/18	42.21	42677	01/10/19
		239DEC18	W 2nd St & Hwy 730	12/15/18	8.00	42677	01/10/19
		240DEC18	5 HP Sewer Pump Wildwood Elect	12/20/18	40.29	42677	01/10/19
		240DEC18	Street Light Electric	12/20/18	8.75	42677	01/10/19
		240DEC18	Hwy 730 / 395	12/20/18	8.00	42677	01/10/19
		240DEC18	Hwy 730 / McNary	12/20/18	8.00	42677	01/10/19
		2506JAN19	60 HP Pump	01/01/19	64.68	42713	01/22/19
		2506JAN19	BEACH ACCESS LIGHTS	01/01/19	80.50	42713	01/22/19
Total 1478:					260.43		
1488							
1488	Unifirst Corporation	1430229766	Bldg Maint/Supplies CH/Library	11/30/18	35.22	42678	01/10/19
		1430229766	Bldg Maint/Supplies CH/Library	11/30/18	54.56	42678	01/10/19
		1430229766	Bldg Maint/Supplies CH/Library	11/30/18	54.55	42678	01/10/19
		1430230236	Bldg Maint/Supplies CH/Library	12/07/18	33.39	42678	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430230236	Bldg Maint/Supplies CH/Library	12/07/18	51.73	42678	01/10/19
		1430230236	Bldg Maint/Supplies CH/Library	12/07/18	51.72	42678	01/10/19
		1430230736	Bldg Maint/Supplies CH/Library	12/14/18	41.20	42678	01/10/19
		1430230736	Bldg Maint/Supplies CH/Library	12/14/18	63.83	42678	01/10/19
		1430230736	Bldg Maint/Supplies CH/Library	12/14/18	63.83	42678	01/10/19
		1430231226	Bldg Maint/Supplies CH/Library	12/21/18	37.30	42678	01/10/19
		1430231226	Bldg Maint/Supplies CH/Library	12/21/18	57.78	42678	01/10/19
		1430231226	Bldg Maint/Supplies CH/Library	12/21/18	57.77	42678	01/10/19
	Total 1488:				<u>602.88</u>		
1496							
1496	Universal Applicators, Inc	20454	Marina - Cathodic Protection Testing on Underground Storage Tanks	12/19/18	650.00	42679	01/10/19
	Total 1496:				<u>650.00</u>		
1500							
1500	UPS	84WV8029	Police Postage	01/12/19	18.66	42714	01/22/19
	Total 1500:				<u>18.66</u>		
1504							
1504	USA Bluebook Inc.	776324	Water dept maintenance	01/04/19	340.60	42680	01/10/19
		787249	Water dept maintenance	01/16/19	67.43	42715	01/22/19
	Total 1504:				<u>408.03</u>		
1520							
1520	Verizon Wireless	442005790-0	2 Water Dept Lines	01/02/19	105.70	42716	01/22/19
		442005790-0	PW AIR CARDS/PHONES	01/02/19	160.04	42716	01/22/19
		442005790-0	Police Department Cell Phones	01/02/19	634.20	42716	01/22/19
		9820407351	2 Water Dept Lines	12/15/18	92.44	42681	01/10/19
		9821455573	Police Air Cards	01/02/19	326.99	42716	01/22/19
	Total 1520:				<u>1,319.37</u>		
1533							
1533	Walmart Community	P927300P40	UMATILLA PROMOTION- CHRISTMAS CONTEST	12/04/18	32.11	42682	01/10/19
	Total 1533:				<u>32.11</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1543							
1543	Watertech, Inc.	W064795	55 Gallon Drums (450)	12/20/18	675.00	42683	01/10/19
	Total 1543:				675.00		
1613							
1613	YRC Worldwide for USF Redda	183166	OVERPAYMENT ARLIN W BRTZ	12/31/18	38.00	42684	01/10/19
	Total 1613:				38.00		
1671							
1671	eCivis, Inc.	2018-101635	Grant Software License - Annual	12/15/18	2,200.00	42623	01/10/19
	Total 1671:				2,200.00		
1753							
1753	Jimmy's Johns Portable Toilets L	8279	Marina & RV Park - Monthly Unit	01/01/19	185.00	42698	01/22/19
	Total 1753:				185.00		
1756							
1756	Cardiac Science Corporation	7343784	AED Electrodes	01/09/19	75.58	42688	01/22/19
		7343784	AED Electrodes	01/09/19	151.16	42688	01/22/19
	Total 1756:				226.74		
1829							
1829	American Rock Products Inc	400476	Concrete for Kiwanis Park	01/14/19	480.00	42686	01/22/19
	Total 1829:				480.00		
1832							
1832	FastTrack	43757000	UTILITY REFUND-757 MILLER LOOP	12/31/18	40.72	42626	01/10/19
		444415350	UTILITY REFUND-1535 KENNEDY ST	12/01/18	70.60	42626	01/10/19
		46412000	UTILITY REFUND-412 ORCHARD ST	12/13/18	54.68	42626	01/10/19
	Total 1832:				166.00		
1888							
1888	Trojan UV Inc	10279143	Sewer Dept - Cylinder replacement kit	12/28/18	3,977.33	42711	01/22/19
	Total 1888:				3,977.33		
1967							
1967	Curtis Blue Line	INV243330	Police Clothing Allowance	12/26/18	421.80	42617	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1967:					421.80		
1992							
1992	Municipal Code Corportaion	00323309	ANNUAL WEBSITE HOSTING MAIN SUPPORT	01/14/19	2,400.00	42701	01/22/19
Total 1992:					2,400.00		
2052							
2052	CI INFORMATION MANAGMEN	0075941	SHRED SERVICES	12/31/18	40.28	42612	01/10/19
		0075942	SHRED SERVICES	12/31/18	40.28	42612	01/10/19
Total 2052:					80.56		
2071							
2071	MABBOTT, TAMRA	120318	PER DIEM -OBC PORTLAND	12/03/18	76.50	42642	01/10/19
		120318	MILEAGE REIMBURSEMENT - OBC PORTLAND	12/03/18	228.90	42642	01/10/19
		120318	LUNCH REIMBURSEMENT	12/03/18	10.00	42642	01/10/19
Total 2071:					315.40		
2108							
2108	Tonkon Torp, LLP	1568187	SIP Agreement w/County	07/08/18	3,100.00	42672	01/10/19
		1576841	SIP Agreement w/County	01/03/19	495.00	42709	01/22/19
Total 2108:					3,595.00		
2207							
2207	KOHU/KQFM RADIO	871-00004-0	HOLIDAY GREETING	12/31/18	75.00	42641	01/10/19
		871-00004-0	HOLIDAY GREETING	12/31/18	75.00	42641	01/10/19
Total 2207:					150.00		
2356							
2356	SMARSH, INC.	INV0045022	MONTHLY FEE NOV/DEC 2018	12/31/18	258.00	42661	01/10/19
Total 2356:					258.00		
2395							
2395	JESSE RODRIGUEZ CONSTR	6THSTPROJ	6TH ST WATERLINE IMP PROJ 2ND PMT	01/03/19	224,721.21	42638	01/10/19
Total 2395:					224,721.21		
2400							
2400	BATISTA, FABIO H	183021	OVERPAYMENT	12/31/18	440.00	42604	01/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2400:					440.00		
2401							
2401	DILLARD TRUCKING, INC	181980	OVERPAYMENT JEROME W ONEAL	12/31/18	235.00	42619	01/10/19
Total 2401:					235.00		
2402							
2402	TIRKAWI, BADERLDIN A	183332	OVERPAYMENT	12/31/18	6.05	42670	01/10/19
Total 2402:					6.05		
2403							
2403	NEGASSE MEGRAHTU	183117	OVERPAYMENT	12/31/18	235.00	42646	01/10/19
Total 2403:					235.00		
2404							
2404	MINSTAR TRANSPORT	183126	OVERPAYMENT	12/31/18	440.00	42644	01/10/19
Total 2404:					440.00		
2405							
2405	JUAREZ JR, VICENTE	183072	OVERPAYMENT	12/31/18	38.00	42639	01/10/19
Total 2405:					38.00		
2406							
2406	SEXTON, LLOYD	183213	OVERPAYMENT	12/31/18	235.00	42660	01/10/19
Total 2406:					235.00		
2407							
2407	MCKINLEY, CALERIE	182691	OVERPAYMENT PATRICK MCKINLEY	12/31/18	225.00	42643	01/10/19
Total 2407:					225.00		
2408							
2408	JAS TRUCK LINE	183221	OVERPAYMENT JOHN TADLOCK	01/02/18	20.00	42637	01/10/19
Total 2408:					20.00		
2409							
2409	TELLEZ, JOSE	182853	OVERPAYMENT	12/31/18	38.00	42669	01/10/19
Total 2409:					38.00		
2410							
2410	SUNVALLEY TRUCKING, LLC	182998	OVERPAYMENT PABLO				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			LOPEZ GUTIERREZ	12/31/18	15.00	42665	01/10/19
Total 2410:					15.00		
2411							
2411	GROSS, RANDY	182969	OVERPAYMENT	12/31/18	38.00	42630	01/10/19
Total 2411:					38.00		
2412							
2412	BONIABY, GEORGE	183149	OVERPAYMENT	12/31/18	235.00	42605	01/10/19
Total 2412:					235.00		
2413							
2413	ATKINSON, JOSH	SLIPRELEA	SLIP RELEASED MOORAGE REFUND	12/17/18	122.50	42601	01/10/19
Total 2413:					122.50		
2414							
2414	BURLING, BREANNA	94050007	UTILITY REFUND	12/19/18	55.87	42608	01/10/19
Total 2414:					55.87		
2415							
2415	DAVIS, JOHN	183419	REFUND CHECK	01/03/19	425.00	42618	01/10/19
Total 2415:					425.00		
2419							
2419	STURGEON ELECTRIC	84482374	HYDRANT METER RENTAL	01/09/19	249.79	42664	01/10/19
Total 2419:					249.79		
2420							
2420	AJ BAHNICK	78261677	HYDRANT METER RENTAL	09/12/18	838.94	42598	01/10/19
Total 2420:					838.94		
2421							
2421	COVERDELL, LARNEY JOE	WITFEE2019	WITNESS PAYMENT	01/15/19	20.00	42690	01/22/19
Total 2421:					20.00		
2422							
2422	DOOLEY ENTERPRISES, INC.	56023	AMMO	01/03/19	1,195.00	42695	01/22/19
Total 2422:					1,195.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2423							
2423	SPECIALTY ENVIRONMENTAL	45116090	DROP BOX REIMBURSEMENT	01/21/19	814.30	42706	01/22/19
Total 2423:					814.30		
Grand Totals:					579,034.22		

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

FEBRUARY 1, 2019

TO: MAYOR MARY DEDRICK
FROM: THERESA M KROGH , MUNICIPAL JUDGE
SUBJECT: JANUARY 2019 MONTH END REPORT

TOTAL	POLICE TRAINING		COUNTY	STATE	REFUNDS
RECEIPTS	FINES	FUND	ASSESS..	ASSESS.	
\$ 61,613.13	24,903.73	17.20	4007.51	30,012.31	\$ 2,672.40

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

FINE TURNOVER FOR JANUARY 2019 \$24,903.73

NO WEDDINGS WERE PERFORMED IN JANUARY 2019.

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

**CITY OF UMATILLA
COUNCIL MEETING
January 08, 2019**

1. **CALLED TO ORDER:** Mayor Dedrick called the council meeting to order at 7:00pm.
2. **OATH OF OFFICE** Recorder Sandoval administered the Oath of Office to Corinne Funderburk as Council Position 1, Leslie Smith as Council Position 3, and Josy Chavez as Council Position 5.

Recorder Sandoval administered the Oath of Office to Mary Dedrick as Mayor.

3. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited at 7:04pm.
4. **APPROVAL OF AGENDA:**
Mayor Dedrick wanted to move item 6.3 Appreciation for Heidi Sipe to the January 15, 2019 meeting. Councilor TenEyck moved to approve the amended agenda. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.

5. **PRESENTATION:** None.

6. **CITY MANAGER REPORT:**
Appreciation certificates or plaques were presented to Shelly Parmelee, Jeff Wheeler and Lyle Smith.

7. **PUBLIC COMMENT:**
Clyde Nobles – Mr. Nobles wanted the City to update the comprehensive plan and code to alleviate the housing shortage.

Boyd Sharp – Mr. Sharp thanked the new Councilors and Mayor for volunteering to move the community forward. He will support them in any way he could.

Sam Nobles – Mr. Nobles wanted to bring Council’s attention that they were approving payment for a water/sewer service analysis on Bonney Lane. He stated that the earthquake that occurred recently was man created. There is a fault line near that property. In the early 1900s, an earthquake shook brick buildings.

8. **CONSENT AGENDA:**
Moved by Councilor TenEyck to consent agenda items 8.1 – 8.10. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.
9. **NEW BUSINESS:**
Appointment of Council President – It was moved by Councilor Roxbury to appoint Councilor TenEyck as Council President. Seconded by Councilor Smith. Voted: 5-1. Councilor TenEyck voted against the motion. Motion carried.

Appointment of Council Subcommittees – Mayor Dedrick presented the following list for standing committees:

Finance: Councilor Smith and Councilor Roxbury

Police: Councilor Funderburk and Councilor TenEyck

Streets/Lights: Councilor Chavez and Councilor Wheeler

Public Works: Councilor Roxbury and Councilor Funderburk

Community Development: Councilor Wheeler and Councilor Smith

Personnel: Councilor TenEyck and Councilor Chavez

Councilor Wheeler moved to approve the list. Councilor Roxbury seconded the motion.

Voted: 6-0. Motion carried unanimously.

Resolution No. 38 – 2019 - A Resolution Adding the Mayor and Council President as Signatories on City Bank Accounts. Moved by Councilor TenEyck to approve Resolution No. 38 – 2019. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.

10. CORRESPONDENCE: None.

11. PUBLIC COMMENT:

Boyd Sharp – He thanked the Museum officers for a terrific 2018. They had done a fantastic job of bringing life back to the Museum with several events and fundraisers already being scheduled for 2019.

12. DISCUSSION ITEMS:

Organizational Charge Update – Manager Stockdale presented Council with a draft organizational chart. He explained there were some changes that needed to occur and positions that needed to be created because the City was growing, which would go through the budget process.

Council Packets & Procedures – Manager Stockdale explained the Future Agenda Forecast would serve like the batter’s box for our Council. It would address what is coming up, who is on deck, and what is coming up next.

Creating City Council Goals – This would be a subject that need to be discussed before the budget was created so we could narrow down where money should be spent.

Remaining Committee Vacancies and Outreach – We still had some vacancies on committees and boards. Manager Stockdale wanted to let Council know that we would be trying new ways to recruit for the vacancies in the community.

13. MAYOR’S MESSAGE: Mayor Dedrick had no message. She was excited to see where the City would be going.

14. COUNCIL INFORMATION & DISCUSSION:

Councilor Roxbury – Talked about the power bill quadrupling the last month. He asked if other people had had the same issue with PP&L. Most of the people in the audience confirmed. He was irritated that it had gone up that much.

Councilor Wheeler – Welcomed the new Councilors.

Councilor TenEyck – He welcomed Public Works Director Coleman to the team. He expressed that it was an exciting time to be involved in Umatilla.

Mayor Dedrick allowed Joan Ribich to address the Council before closing the meeting. Mrs. Ribich thanked the City for all their support with the Museum. The Museum had received a facelift and had been completely remodeled with the help of the community, their board, and the City.

15. ADJOURN: Mayor Dedrick adjourned the meeting at 8:19PM.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
COUNCIL WORKSHOP
January 15, 2019**

1. CALLED TO ORDER: Mayor Dedrick called the council meeting to order at 6:00pm.

2. ROLL CALL

Present: Councilors Funderburk, Smith, Chavez, Wheeler, and TenEyck.

Absent: Councilor Roxbury

Staff Present: Manager Stockdale, Deputy City Manager Ince, Community Development Director Mabbott, Chief Huxel, and Lieutenant Kennedy.

3. CITY MANAGER'S REPORT

Appreciation for Heidi Sipe – Manager Stockdale presented Ms. Sipe with a plaque for her service on the Planning Commission.

Tree City USA – Community Development Mabbott gave Council an update on what staff had been working on over the last year to allow the City to be compliant with requirements of being a participating city of Tree City USA.

Police Department Quarterly Report – Chief Huxel provided a quarterly report on the Police Department. The report covered topics such as patrol, training, meetings, incident numbers, and traffic infractions. Instead of giving monthly reports, she would be providing a more detailed quarterly report to Council. She also wanted to note that CAB hours were not included in this report because the numbers were not available. They were going to be participating in a pilot program for managing and a tracking system with juveniles.

The Police Department was also working with ODOT in regards to the Emergency Operation Plan.

City Manager's Quarterly Report – Manager Stockdale introduced his quarterly report in an effort to be transparent and effectively communicate with the public.

4. DISCUSSION ITEMS

Council Policies and Procedures – City Manager Stockdale presented the Council Policies and Procedures. He explained to Council that what was in the code was outdated and needed to reflect what we were actually doing in meetings.

City of Umatilla Policy for Public Contracting and Purchasing - City Manager Stockdale explained we needed an internal policy for public contracting and purchasing to avoid headaches as the City continued to grow it was necessary to start implementing simple rules to help govern staff.

Sanitary Sewer Agreement with Vadata – Community Development Director Mabbott explained the new sanitary sewer line that would connect Vadata to city sewer services.

RWS Franchise Agreement - Port of Umatilla and City of Hermiston would hold a nonexclusive Franchise agreement with the City of Umatilla to provide non-potable water services within City limits.

Cascade Natural Gas Easement – The City would authorize CNGC to construct, install, operate and maintain a natural gas pipeline and regulation devices on a parcel of land owned by the City located at the Southwest intersection of HWY 730, HWY 395, and Lind Road.

Anacapa Land – Accept Deed - Calpine Corporation offered 2 parcels of land to the City in exchange for termination of an MOA and forgiveness of mitigation funds. The MOA was established in 1955 to offset impacts of the transmission lines located in City limits. The total acreage gained by the City was approximately 27.48 acres.

Lind Road Agreement - This was an agreement to have an agreement. Vadata agreed to pay for improvements for their proportionate share of Lind Road. This would include 1338 lineal feet to be developed for the first building PDX 63. The goal was to have Lind Road updated to City standards.

City Manager Stockdale asked Council if they were available to schedule another meeting to push the Vadata documents. Consensus was reached to schedule a Special Meeting January 25, 2019 at 4PM. Recorder Sandoval was to send out notification.

City Manager Stockdale explained to Council that with the budget season right around the corner he wanted to have a better sense of direction on what he and staff should be focusing on. Previous Council had worked on Council goals and he wanted to ensure those things were still relevant. Consensus was reached to have a short retreat on January 31, 2019 at 6PM. Dinner would be provided.

Meeting adjourned at 7:24PM

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 41-2019 – A Resolution
Authorizing the City Manager to
Record a Deed for Real Property

Meeting Date:

February 5, 2019

Department:

Community Dev

Director:

Tamra Mabbott

Contact Person:

Tamra Mabbott

Phone Number:

X101

Cost of Proposal:

Legal fees to prepare.
Termination of MOA \$7,500/5 years

Fund(s) Name and Number(s):

General Fund 01-6143

Amount Budgeted:

\$10,000 for 2018-19 will be received.

Reviewed by Finance Department:

Yes

Attachments to Agenda Packet Item:

- 1) Resolution 41-2019
- 2) Deed
- 3) Map
- 4) Termination of MOA

Summary Statement:

Calpine Corporation offered two parcels of land to city in exchange for cancellation of an MOA and forgiveness of mitigation funds. The MOA was established in 1995 to offset impacts of transmission lines located within city limits. Council approved the MOA termination on December 4, 2018. Property includes two tax lots zoned C-1 and F-2, located at the southwest intersection of

Hwy 730, Lind Road and Highway 395. Total acreage is approximately 27.48 acres. Land may be used by city for a variety of uses such as a temporary park & ride for public transit, for wetland mitigation bank and for future commercial development.

RMV of land is estimated by County Assessor at \$427,180 (\$201,260 Account #133122 and \$225,920 Account #133140.

Consistent with Council Goals:

RESOLUTION NO. 41-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RECORD A DEED FOR REAL PROPERTY

WHEREAS, the City of Umatilla “City” and Calpine Corporation “Calpine” negotiated the transfer of private property; and

WHEREAS, the City of Umatilla approved the cancellation of an Memorandum of Agreement on December 4, 2018 in exchange for real property; and

WHEREAS, said real property is described as TRACT I (tax Account #133122) and TRACT II (Tax Account #133140); and

WHEREAS, said land has real and other value to the City.

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

1. The City Manager is authorized to record a deed to accept a land transfer from Calpine Corporation to the City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this 5th day of February, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Calpine Corporation
717 Texas Ave., Suite 1000
Houston, Texas 77002

Attn: Jackie Thomas, Director of Land

(Space above this line for Recorder's use)

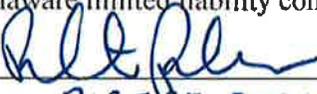
Tax Account Nos. 133122 and 133140

QUITCLAIM DEED

For Valuable Consideration, receipt of which is hereby acknowledged, ANACAPA LAND COMPANY, LLC, a Delaware limited liability company ("Grantor"), hereby remises, releases and forever quitclaims to The City of Umatilla, all of Grantor's right, title and interest in and to, if any, the real property located in the County of Umatilla, State of Oregon, described on Exhibit A attached hereto and made a part hereof (the "Real Property").

Executed as of the 8th day of January, 2019.

GRANTOR: ANACAPA LAND COMPANY, LLC,
a Delaware limited liability company

By: 
Name: ROBERT PARKER KP
Title: VP WEST OPERATIONS

ACKNOWLEDGMENT

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

STATE OF California)
) ss.
COUNTY OF Alameda)

On January 8, 2019, before me, Shaenine Turner, notary, personally appeared Robert Nelson Parker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shaenine Turner (Seal)

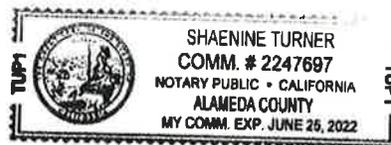


EXHIBIT A

TRACT I (aka Tax Account #133122):

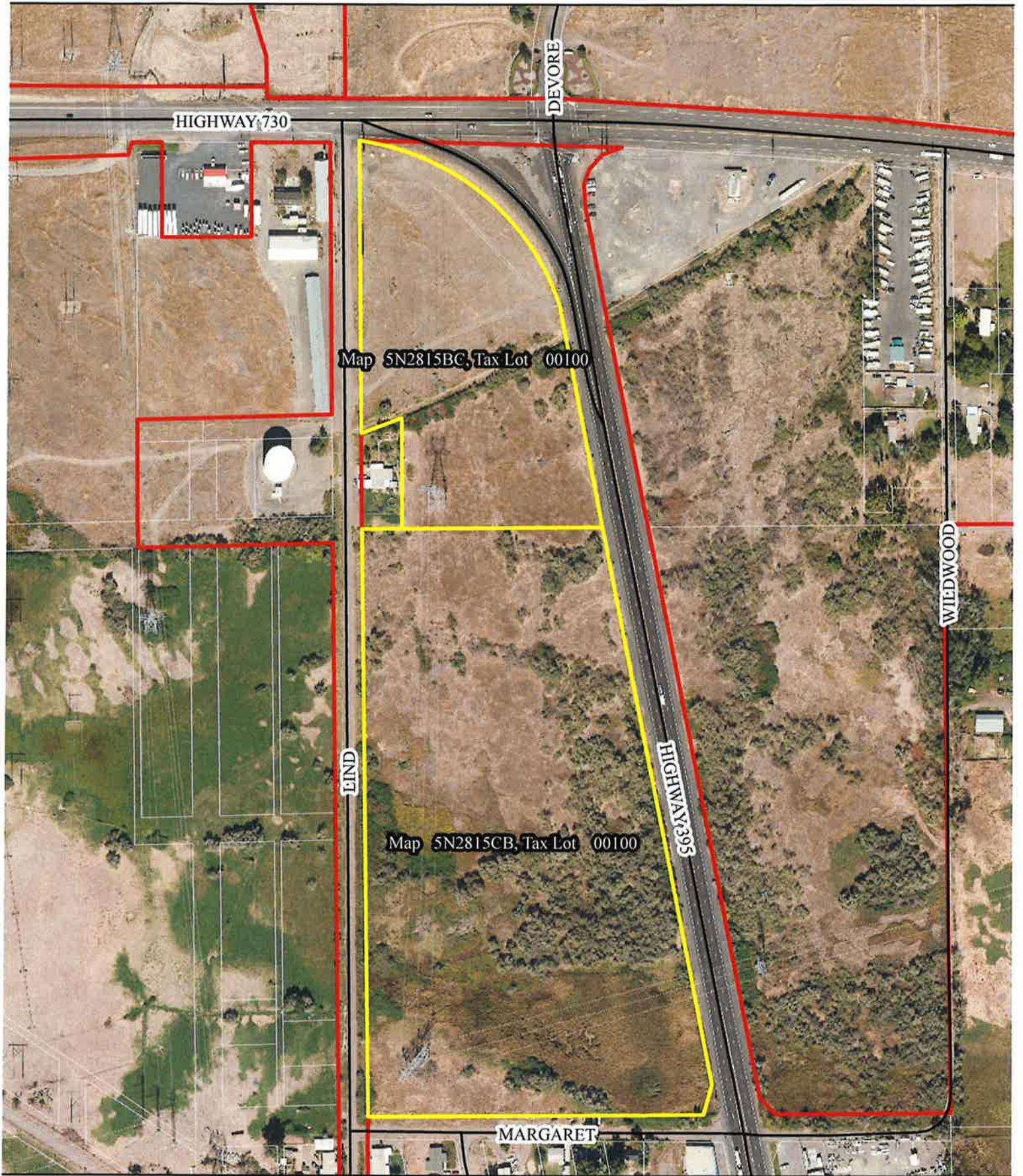
All that portion of the Southwest Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon, lying Southerly of Southerly right of way line of Highway No. 730 and Westerly of Westerly right of way line of Highway No. 395.

EXCEPTING therefrom that tract of land conveyed to Wilbur L. Duncan, et ux, by deed recorded in Book 184, page 286, Deed Records, Umatilla County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within County Road No. 1281.

TRACT II (aka Tax Account #133140):

Parcel 1 of PARTITION PLAT NO. 2001-32 located in the Northwest Quarter of the Southwest Quarter of Section 15, Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon.



TERMINATION OF MEMORANDUM OF AGREEMENT

This TERMINATION OF MEMORANDUM OF AGREEMENT (this "**Termination Agreement**"), dated as of January 8, 2019 ("**Effective Date**"), is made by and between HERMISTON POWER, LLC, a Delaware limited liability company ("**HP**"), and CITY OF UMATILLA, an Oregon Municipal Corporation ("**Umatilla**").

Recitals

A. HP's predecessor-in-interest, Hermiston Power Partnership, and Umatilla executed that certain Memorandum of Agreement dated as of June 20, 1995 (the "**Agreement**"), pursuant to which certain agreements were reached with respect to various transmission lines located within property owned by and/or falling within the regulatory authority of Umatilla.

B. The parties desire to terminate the Agreement upon the terms and conditions hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained in this Termination Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, HP and Umatilla agree as follows:

1. Termination of Agreement. The Agreement is deemed fully satisfied, and is hereby canceled and terminated effective as of January 8, 2019 (the "**Termination Date**"), notwithstanding anything to the contrary contained in the Agreement. As of the Termination Date, neither HP nor Umatilla shall have any further rights or obligations under the Agreement. Notwithstanding the foregoing, HP agrees that it will (a) pay in full any 2018 property taxes for the accounts numbered 133140 and 133122 that have not yet been fully paid, which payment shall be made on or before January 31, 2019; and (b) pay the mitigation payment that would otherwise be due and payable under the Agreement with respect to calendar year 2018 in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), which payment shall be made on or before January 31, 2019.

2. Release. HP and Umatilla hereby forever release each other from any and all claims, demands, obligations, liabilities, and causes of action which either party may have against the other arising from or in any way connected with the Agreement.

3. Representations as to Authority. HP and Umatilla represent and warrant to each other that each has full authority to enter into and perform this Termination Agreement without the consent or approval of any other person or entity including, without limitation, any mortgagees, partners, ground lessors, or other superior interest holders or interested parties. The persons signing this Termination Agreement on behalf of HP and Umatilla represent and warrant that they have the full and complete authority, corporate, partnership or otherwise, to bind HP and Umatilla, respectively, to this Termination Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the Effective Date.

HP:

HERMISTON POWER, LLC,
a Delaware limited liability company

By: 
Name: Robert Parker
Title: Vice President

Umatilla:

CITY OF UMATILLA,
an Oregon Municipal Corporation

By: 
Name: David Stockdale
Title: City Manager

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 42-2019 – A Resolution
Authorizing the City Manager to Sign a
Utility Easement for Construction on
City Owned Land

Meeting Date:

February 5, 2019

Department:

Community Dev

Director:

Tamra Mabbott

Contact Person:

Tamra Mabbott

Phone Number:

X101

Cost of Proposal:

Legal fees to prepare.
\$3,000 from CNGC

Fund(s) Name and Number(s):

N/A
General Fund 01-6175

Amount Budgeted:

N/A

Reviewed by Finance Department:

Yes

Attachments to Agenda Packet Item:

- 1) Resolution 42-2019
- 2) Easement
- 3) Map of utilities

Summary Statement:

CNGC has requested a utility easement to construct, install, operate and maintain a natural gas pipeline and regulation devices on a parcel of land owned by city, (Anacapa land parcel) located at the southwest intersection of Highway 730, Highway 395 and Lind Road.

Consistent with Council Goals:

RESOLUTION NO. 42-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A UTILITY EASEMENT FOR CONSTRUCTION ON CITY OWNED LAND

WHEREAS, the City “City” owns real property known as tax lot 100 of Section 15, Township 5 North, Range 28 East, located at the southwest intersection of State Highway 730 and 395 and east of Lind Road; and

WHEREAS, Cascade Natural Gas Company “CNGC,” has requested an easement to construct, install, inspect, operate, maintain, repair and replace a natural gas pipeline and regulation devices, and metering equipment on said city-owned land; and

WHEREAS, City has approved a Right of Way Permit to CNGC to construct a natural gas pipeline on Lind Road, a city owned roadway; and

WHEREAS, CNGC has a Franchise Agreement with City and is in good standing with terms of said franchise.

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

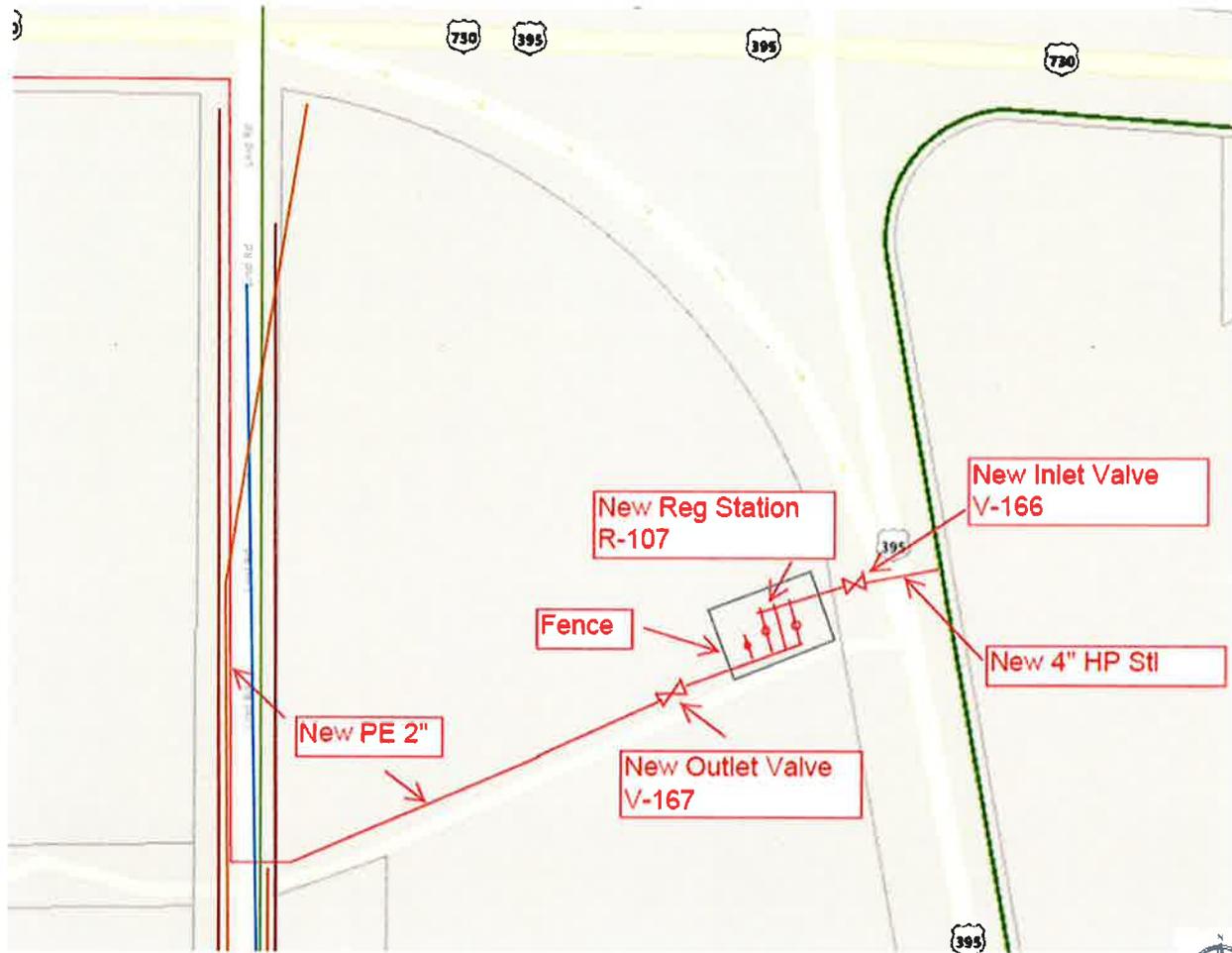
1. The City Manager is authorized to sign the Utility Easement Agreement by and between Cascade Natural Gas Corporation and the City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this 5th day of February, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



Review Comments by Shae Talley, JUB Engineers

The proposed IWW and domestic sewer lines are located on the east side of Lind Road per HDR's design. Where the gas line is shown in red below is generally a good location based on utilities shown on the Cascade Natural Gas and HDR plans. Be sure the line is located on the west side of the roadway to ensure it will not conflict with the proposed sewer lines. They will have several utilities and utility crossings to deal with. See the figure above. Deep red is overhead power, blue is water, orange is fiber optic, and green is the proposed IWW and domestic sewer lines. They will want to make sure they have a utility survey done to figure out the best alignment for their gas line as they are missing several utilities on their preliminary plans. I'm assuming the City will review and approve these final plans?

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 43-2019 – A Resolution of the City of Umatilla Authorizing a Loan from the Special Public Works Fund

Meeting Date:

February 5, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-3226 x
104

Cost of Proposal:

Total \$652,110

Amount Budgeted:

No Payments Due in Current Fiscal Year

Fund(s) Name and Number(s):

n/a

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution 43-2019, Special Public Works Fund Development Project Interim Financing Contract B19001, Authorized Signature Card

Summary Statement:

In June 2018 the City Council passed Resolution 36-2018 authorizing a loan application for a Special Public Works Loan from Business Oregon's Infrastructure Finance Authority (IFA) to fund the Sixth Street Waterline Improvement Project. This Resolution authorizes an Interim Financing Contract with IFA until the loan can be refunded through the Oregon Bond Bank. This project should be complete by the end of February and the loan will be refinanced in the fall.

Consistent with Council Goals:

RESOLUTION NUMBER 43-2019

**RESOLUTION OF THE CITY OF UMATILLA
AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The City Council (the “Governing Body”) of the City of Umatilla (the “Recipient”) finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project” within the meaning of the Act.

D. The OBDD has approved the Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number B19001, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager, David Stockdale, (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including an interim loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the interim loan from the OBDD to the Recipient is not in excess of \$652,110 and an interest rate of 2.10% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

PASSED by the Council and SIGNED by the Mayor this 5th day of February, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: Sixth Street Waterline Improvements

Project Number: B19001

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Umatilla ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$652,110.

"Interest Rate" means 2.10% per annum.

"Loan Amount" means \$652,110.

"Maturity Date" means the earlier of 36 months after the date of this Contract or the receipt of Refunding Proceeds by either party.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

A non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.
- C. Loan Payment. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
 - (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract, including, without limitation, when Recipient receives the Refunding Proceeds.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding / award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

- (3) Permit OBDD to conduct field engineering and inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (6) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with Section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with Section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with Section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of affecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in Subsections A through E of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this Section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director
 Economic Development
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem OR 97301-1280

If to Recipient: City Manager
 City of Umatilla
 PO Box 130
 Umatilla OR 97882-0130

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



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



CITY OF UMATILLA

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
David Stockdale, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler via email dated 14 January 2019
Sam Zeigler, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 13 August 2018.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“General Fund” means Recipient’s primary operating fund.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Refunding Proceeds” means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

EXHIBIT B - SECURITY

- A. Full Faith Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. Refunding Proceeds. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- C. Pledge of Net Revenues of General Fund.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of the General Fund after payment of operation and maintenance costs of the General Fund ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of Recipient's obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in Subsections 2 and 3 of this Section C, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.
 2. OBDD acknowledges that Recipient has senior debt in the form of 1978 Water Bonds and 2014 Sewer Refunding Bonds. The Recipient shall not further incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to, or on parity with the Loan.
 3. Notwithstanding the requirements of Subsection 2 of this Section C, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this Paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall complete waterline improvements, including but not limited to: relocate water mains and services out of the Oregon Department of Transportation (ODOT) right-of-way from 6th Street, between Yerxa Avenue and B Street, to 7th Street and the north alleyway parallel between 5th and 6th Streets. Recipient shall also upsize approximately 1,000 feet of water mains to 8-inch, replace 11 fire hydrants, demolish or abandon failing or undersized pipes, relocate current customer water services and meter boxes out of the ODOT right-of-way, and loop the new 8-inch water main at the corner of 6th and B Streets.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Construction	\$616,010	\$0
Construction Contingency	36,100	0
Total	\$652,110	\$0

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res No. 44-2019 – A Resolution
Authorizing City Manager, David
Stockdale, to Sign a Memorandum of
Understanding between Lifeways, Inc.
and the City of Umatilla

Meeting Date:

February 5, 2019

Department:

Police

Director:

Darla Huxel

Contact Person:

Darla Huxel

Phone Number:

541-922-3789

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

n/a

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution No. 44-2019, Memorandum of Understanding between Lifeways,
Inc. and the City of Umatilla

Summary Statement:

McNary Place RTF (Residential Treatment Facility) is required by the State of
Oregon to have in place a Memorandum of Understanding with local law
enforcement to maintain certification as a Class II Facility.

Consistent with Council Goals:

RESOLUTION NO. 44-2019

**A RESOLUTION AUTHORIZING CITY MANAGER, DAVID STOCKDALE, TO SIGN
A MEMORANDUM OF UNDERSTANDING BETWEEN LIFEWAYS, INC. AND THE
CITY OF UMATILLA**

WHEREAS,; Lifeways, Inc. is responsible for the operation of McNary Place RTF and is within the jurisdiction of the Umatilla Police Department, and

WHEREAS, The State of Oregon requires a Memorandum of Understanding between the two parties to maintain a Class II Facility status licensed to serve people who suffer from severe and persistent mental health issues,

NOW, THEREFORE, BE IT RESOLVED that the City of Umatilla authorizes City Manager David Stockdale to sign the attached Memorandum of Understanding between Lifeways, Inc. and the City of Umatilla.

PASSED by the Council and **SIGNED** by the Mayor this 5th day of February, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

Memorandum of Understanding

Lifeways, Inc. and City of Umatilla

1. PURPOSE AND SCOPE:

This memorandum of understanding (MOU) sets the terms and understanding between Lifeways, Inc. and the City of Umatilla to identify roles and responsibilities of each party as they relate the provision of services to the people served by McNary Place RTF and the Umatilla Police Department. This MOU is intended to define the agreement between Lifeways and the City of Umatilla as per Oregon State Law as cited in OAR 309.033.0530(3)(F)(i.ii).

2. BACKGROUND:

McNary Place is a sixteen-bed facility serving 10 (ten) PSRB residents and 6 (six) Crisis and Choice model clients. McNary Place is certified by the State of Oregon as a Class II Facility and Licensed to serve people who suffer from severe and persistent mental health issues.

3. LIFEWAYS' RESPONSIBILITIES UNDER THIS MOU:

Lifeways' McNary Place, shall provide for the basic needs of the clients it is contracted to serve. Lifeways will further provide for the mental health and physical health needs of those same clients. McNary Place will operate under the OARs and licensing rules which govern Class II facilities including making every effort to ensure that residents who require higher levels of care including physical restraint or seclusion are not accepted to the facility. Staff will be trained to de-escalate residents when possible and to contact law enforcement when the resident represents a significant risk of harm to themselves or others. McNary Place staff will also access law enforcement personnel in the event that a resident elopes from the facility as per OAR.

4. CITY OF UMATILLA'S RESPONSIBILITIES UNDER THIS MOU:

The Umatilla Police Department will respond to McNary Place staff contacting them about elopement or aggressive behavior by a resident which places them or others at significant risk of harm (OAR 309-033-0530 (F)(i)) within timeframes as set forth in the laws and policies that drive the Umatilla Police Department. It is understood by both entities that availability of resources and workload may impact response time. Umatilla Police Department will return the eloped person to McNary Place or remove to Good Shepherd Health Care System in Hermiston, OR in accordance with and according to the rules regarding director's holds unless a crime has occurred which prohibits police from following these steps. (OAR 309-033-0530 (F)(ii)).

5. NO OBLIGATION TO REFER:

The parties to this MOU are and shall remain separate and independent entities, neither party shall be construed to be the agent, partner, co-venture, employee or representative of the other party. The City of Umatilla and Lifeways, Inc. have no obligation whatsoever to refer services to

one another. This MOU does not constitute an exclusive referral between the two entities. This MOU is meant to outline expectations of each provider regarding patient care. It is the intent of the parties to utilize services to best support and treat patients. Nothing in this MOU requires, or is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either party by the other party. Neither party shall track such referrals for purposes relating to the setting of compensation of its professionals or influencing their choice. Both parties retain the authority to contract with other parties to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality and comprehensiveness of care.

6. CONFIDENTIALITY:

Representatives of Lifeways and the City of Umatilla shall follow all state and federal rules and regulations regarding patient confidentiality of protected health information, specifically HIPAA 45 CFR part 160 and 164 and 42 CFR part 2. Both parties shall maintain the privacy and confidentiality of all information regarding personal facts and circumstances of clients and patients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations). The parties shall not use or disclose patient information, other than as permitted or required under this MOU for the proper performance of duties and responsibilities hereunder.

7. EFFECTIVE DATE AND SIGNATURE:

This MOU shall be effective upon the signature of the authorized representatives from Lifeways and the City of Umatilla. It shall be in force until revoked by either party in writing with a minimum of 30-days' notice. All notices and other communications required or permitted under this MOU, unless otherwise stated, shall be deemed duly given if in writing and delivered personally, via email or by First Class US Mail, postage pre-paid to the addresses set forth under the signatures to this MOU. Lifeways and the City of Umatilla agree to this MOU by signing below.

8. INSURANCE:

Each party represents and warrants that it has adequate coverage against professional liabilities that may occur as a result of furnishing services under this MOU. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility.

9. AMENDMENT:

This MOU may be modified or amended in writing only with the express written consent of both parties.

10. GOVERNING LAW:

This MOU shall be construed and enforced in accordance with the laws of the State of Oregon.

11. INDEMNIFICATION:

Lifeways, Inc. agrees to indemnify, defend and save the City of Umatilla, and the Umatilla Police Department harmless from any and all negligence or willful misconduct of Lifeways, Inc.'s officers, employees,

agents, representatives, or contractors in connections with the City's or Lifeways, Inc.'s performance under this Memorandum of Understanding.

Lifeways, Inc.

City of Umatilla

Micaela Cathey
Umatilla Executive Director
Authorized Representative

Date

David Stockdale
City Manager
Authorized Representative

Date

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 45-2019 – A Resolution Adopting a Policy for Public Contracting and Purchasing

Meeting Date:

February 5, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-3226x104

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

n/a

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution 45-2019, City of Umatilla Policy for Public Contracting & Purchasing

Summary Statement:

In the absence of a specific City purchasing policy, the City has deferred to Model Rules adopted by the Oregon Attorney General. ORS 279A.065 gives cities the option to adopt their own rules which include portions of the Model Rules. This proposed policy is based off of a template provided by the League of Oregon Cities drafted by their Legal Services Division. Approval will allow City staff and Council to clearly understand their duties and work more efficiently, while assuring that we are complying with all State and Federal regulations.

Consistent with Council Goals:

RESOLUTION NO. 45-2019

A RESOLUTION ADOPTING A POLICY FOR PUBLIC CONTRACTING AND PURCHASING

WHEREAS, to ensure transparency in public purchasing, the Legislative Assembly requires all cities in Oregon to establish, implement and follow standardized procurement rules; and,

WHEREAS, ORS 279A.065 gives cities the option to prescribe their own rules which include portions of the Model Rules adopted by the Oregon Attorney General; and,

WHEREAS, the Council wishes to adopt a purchasing policy that will allow City staff and Council to work more efficiently, while assuring compliance with all State and Federal regulations,

NOW, THEREFORE, BE IT RESOLVED that the following policy for public contracting and purchasing shall be adhered to by the legislative body and staff of the City of Umatilla.

PASSED by the Council and **SIGNED** by the Mayor this 5th day of February, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA

POLICY FOR PUBLIC CONTRACTING & PURCHASING

APPROVED February 5, 2019 by Resolution No. 45 – 2019

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Public Purchasing Policy

I. Introduction.

- A. Purpose of Purchasing Policy.** This policy is adopted by the City Council as the governing body of the City to establish the rules and procedures for contracts entered into and purchases made by the City. It is the policy of the City in adopting this policy to utilize public contracting and purchasing practices and methods that maximize the efficient use of the City resources and the purchasing power of City funds by:
1. Promoting impartial and open competition;
 2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 3. Taking full advantage of evolving procurement methods that suit the purchasing needs of the City as they emerge within various industries.
- B. Interpretation of Purchasing Policy.** Except as specifically provided in this policy, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B, and 279C (the “Public Contracting Code”) and the Attorney General’s Model Public Contract Rules (“Model Rules”), as they now exist.
1. In furtherance of the purposes of the objective set forth above in subsection A, it is the City’s intent that this policy be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B, and 279C.
 2. The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the City to the extent they do not conflict with this policy and the rules and regulations adopted by the City.
 3. In the event of a conflict between any provisions of this policy and the Model Rules, the provisions of this policy shall prevail.
- C. Specific Provisions Control over General Provisions.** In the event of a conflict between the provisions of this policy, the more specific provision shall take precedence over the more general provision.
- D. Conflict with Federal Statutes and Regulations.** Except as otherwise expressly provided in ORS Chapters 279A, 279B, and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

- II. Definitions.** Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice-versa.
- A. Administering agency.** The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.
 - B. Affected person/offeror.** A person whose ability to participate in a procurement is adversely impaired by a City decision.
 - C. Architectural, engineering and land surveying services.** Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section.
 - D. Award.** The decision to enter into a contract or purchase order with a specific offeror.
 - E. Bid.** A response to an invitation to bid.
 - F. Bidder.** A person who submits a bid in response to an invitation to bid.
 - G. Business with which a City employee is associated.** Any business in which a City employee is a director, officer, owner or employee, or any corporation in which a City employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.
 - H. City.** The city of Umatilla, a municipal corporation and a contracting and purchasing agency.
 - I. City Manager.** The person appointed by the City Council to the position of City Manager.
 - J. Closing.** The date and time announced in a solicitation document as the deadline for submitting bids or offers.
 - K. Contract.** See Public Contract.
 - L. Contractor.** The person who enters into a contract with the City.
 - M. Contract price.** As the context requires:

1. The maximum payment that the City will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
 2. The maximum not-to-exceed payment specified in the contract; or
 3. The unit prices set forth in the contract.
- N. Contracting agency.** A public body authorized by law to conduct a procurement.
- O. Cooperative procurement.** A procurement conducted by, or on behalf of, one or more contracting agencies.
- P. Days.** Calendar days.
- Q. Emergency.** Involves circumstances that:
1. Could not have been reasonably foreseen;
 2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 3. Require prompt execution of a contract or amendment in order to remedy the condition.
- R. Findings.** The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
1. Operational, budget and financial data;
 2. Public benefits;
 3. Value engineering;
 4. Specialized expertise;
 5. Market conditions;
 6. Technical complexity; and
 7. Funding sources.
- S. Goods and/or services.** Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible

and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.

- T. Grant.** An agreement under which:
1. The City receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance received by the City is from a grantor for the purpose of supporting or stimulating a program or activity of the City; and
 - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
 2. The City provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
 - b. No substantial involvement by the City is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- U. Immediate family member.** An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- V. Offer.** A bid, proposal, quote, or other response to a solicitation document.
- W. Offeror.** A person who submits an offer.
- X. Opening.** The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- Y. Original contract.** The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.

- Z. Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- AA. Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.
- BB. Personal services.** Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.
1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
 2. Personal services contracts include, but are not limited to, the following classes of contracts:
 - a. Contracts for services performed in a professional capacity, including, but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;
 - b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City is or may become interested;
 - c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
 - d. Contracts for services that are specialized, creative or research-oriented; and/or
 - e. Contracts for services as a consultant.
- CC. Price agreement.** A contract for the procurement of goods or services at a set price which has:
1. No guarantee of a minimum or maximum purchase; or

2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.
- DD. Procurement.** The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.
- EE. Professional services.** Architectural, engineering, land surveying, photogrammetric, transportation planners or related services, or any combination of these services, provided by a consultant.
- FF. Proposal.** A response to a request for proposals.
- GG. Proposer.** A person that submits a proposal in response to a request for proposals.
- HH. Provider.** As the context requires, a supplier of goods or services, personal services, or professional services.
- II. Public contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
- JJ. Public contracting.** Procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- KK. Public improvement.** A project for construction, reconstruction, or major renovation on real property, by or for the City. It does not include projects for which no funds of the City are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.
- LL. Public improvement contract.** A contract for a public improvement, but does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
- MM. Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer

waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

NN. Related services. Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:

1. Landscape architectural services;
2. Facilities planning services;
3. Energy planning services;
4. Space planning services;
5. Environmental impact studies;
6. Hazardous substances or hazardous waste or toxic substances testing services;
7. Wetland delineation studies;
8. Wetland mitigation services;
9. Native American studies;
10. Historical research services;
11. Endangered species studies;
12. Rare plant studies;
13. Biological services;
14. Archaeological services;
15. Cost estimating services;
16. Appraising services;
17. Material testing services;
18. Mechanical system balancing services;

- 19. Commissioning services;
 - 20. Project management services;
 - 21. Construction management services and owner's representatives service; and/or
 - 22. Land-use planning services.
- OO. Request for proposals.** A solicitation document used for soliciting proposals.
- PP. Request for qualifications.** A written document issued by the City describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the City.
- QQ. Revenue generating agreements.** Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- RR. Scope.** The range and attributes of the goods or services described in a procurement document.
- SS. Signed or signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.
- TT. Solicitation.** As the context requires:
- 1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
 - 2. The process of notifying prospective offerors of a request for offers; and/or
 - 3. The solicitation document.
- UU. Work.** The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.
- VV. Written or in writing.** Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, and include electronic

transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

III. Authority.

- A. City Council as Local Contract Review Board.** The City Council is designated as the local contract review board of the City and has all the rights, powers and authority necessary to carry out the provisions of this policy, the Public Contracting Code, and/or the Model Rules.
- B. Application of Attorney General's Model Rules of Procedure.** Pursuant to ORS 279A.065(6), the City has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Model Rules do not apply to the City.
- C. Inapplicability of Policy.** This policy does not apply to the following:
 - 1. Contracts or agreement to which the Public Contracting Code does not apply;
 - 2. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;
 - 3. Grants;
 - 4. Acquisitions or disposals of real property or interests in real property;
 - 5. Procurements from an Oregon Corrections Enterprise program;
 - 6. Contracts, agreements or other documents entered into, issued or established in connection with:
 - a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - b. The making of program loans and similar extensions or advance of funds, aid or assistance by the City to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - c. The investment of funds by the City as authorized by law; or

- d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the City Manager.
- 7. Contracts for employee benefit plans;
- 8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
- 9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
- 10. Insurance contracts;
- 11. Revenue generating agreements;
- 12. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this policy, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this policy.

D. Authority of City Manager. For contracts and purchases covered by this policy, the City Manager is authorized to:

- 1. Award contracts and amendments without specific authorization by the City Council whenever the contract amount is \$100,000 or less and the proposed expenditure is included in the current fiscal year budget.
- 2. Execute contracts and amendments with specific authorization by the City Council whenever the contract or amendment amount is greater than \$100,000 and the proposed expenditure is included in the current fiscal year budget.
- 3. As the purchasing agent for the City, the City Manager is authorized to:
 - a. Advertise for bids or proposals without specific authorization from the City Council, when the proposed purchase is included within the current fiscal year budget.
 - b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the City Council approves the proposed budget transfer.

- c. Purchase goods, services and/or property without specific authorization by the City Council whenever the amount is \$100,000 or less and the proposed expenditures are included in the current fiscal year budget.
 - d. Purchase goods, services and/or property with specific authorization by the City Council whenever the amount is greater than \$100,000 and the proposed expenditure is included in the current fiscal year budget.
 - e. Delegate, in writing, the purchase authority described in the above subsection (2) and the purchasing powers described in this subsection (3).
 - f. Departments shall communicate purchase requirements to the City Manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3). In the absence of a written delegation to the contrary, and in the absence of the City Manager, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3) are delegated in order as follows:
- a. Finance & Administrative Services Director;
 - b. Public Works Director
 - c. Community Development Director; and
 - d. Mayor.
5. Adopt forms, procedures, computer software, and administrative rules for all City purchases regardless of the amount.
- a. When adopting the forms, procedures, computer software, and/or administrative rules, the City Manager shall establish practices and policies that:
 - i. Do not encourage favoritism or substantially diminish competition; and
 - ii. Allow the City to take advantage of the cost-saving benefits of alternative contracting methods and practices;

b. The City shall use these forms, procedures, computer software and administrative rules unless they conflict with the policy.

E. Favorable Terms. Contracts and purchases shall be negotiated on the most favorable terms in accordance with this policy, other adopted ordinances, state and federal laws, policies and procedures.

F. Unauthorized Contracts or Purchases. Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the City.

1. The City may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.

G. Purchasing from City Employees or Employees' Immediate Family Prohibited.

No contract shall be entered into with or purchase made from any City employee or employee's immediate family member, or any business with which the employee is associated, unless:

1. The contract or purchase is expressly authorized and approved by the City Council; or
2. The need for the contract or purchase occurs during a state of emergency, and the City Manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

IV. Preferences.

A. Discretionary Local Preference. If the solicitation is in writing, the City Manager may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.

1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the City Manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.
2. The City Manager may establish a preference percentage of ten percent (10%) or higher if the City manager makes a written determination that

good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.

3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.

- B. Mandatory Tie Breaker Preference.** If offers are identical in price, fitness, availability and the quality is identical, and the City desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to contract award.
- C. Reciprocal Preference.** Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.
- D. Preference for Recycled Materials and Supplies.** Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The City Manager shall adopt standards to determine if goods are manufactured from recycled materials.

V. General Provisions.

- A. Public Notice.** Unless otherwise specifically provided by this policy, any notice required to be published by this policy may be published using any method the City Manager deems appropriate, including, but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the City's website, or publishing in statewide trade or local publications.
- B. Procedure for Competitive Verbal Quotes and Proposals.** Where allowed by this policy, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received by phone, or facsimile or email if authorized by the City Manager.
 1. A good faith effort shall be made to contact at least three (3) potential providers.
 2. If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.
- C. Procedure for Informal Written Solicitation.** Where allowed by this policy, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

1. The solicitation document shall request competitive price quotes or competitive proposals, and include:
 - a. The date, time, and place that price quotes or proposals are due;
 - b. A description or quantity of the good or service required;
 - c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid, and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposed format.

2. Price quotes or proposals shall be received by the City Manager at the date, time, and place established in the solicitation document.
 - a. The City Manager shall keep a written record of the sources of the quotes or proposals.
 - b. If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the City Manager shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

D. Procurement Methods for Professional Services and Public Improvements. The City shall apply the Public Contracting Code and the Model Rules when procuring professional services and public improvements and processing protests thereof.

E. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The City Manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the City Manager, along with a written request for contract retroactive approval, that contains:

1. An explanation of the why work was commenced before the contract was finally awarded or executed;
2. A description of steps being taken to prevent similar occurrences in the future;

3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
4. A proposed form of contract.

VI. Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

A. Small Procurements. Contracts for or purchases of goods or services with a contract price of \$10,000 or less are small procurements.

1. Purchases less than \$10,000. The City Manager may use any procurement method the City Manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$10,000.
2. Negotiations. The City Manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the City.
3. Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the City Manager determines will best serve the interests of the City, taking into account price as well as any other relevant considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.
4. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price and the cumulative amended price does not increase the total above \$25,000.
5. Public notice. No public notice of small procurements is required.

B. Intermediate Procurements. Contracts for goods or services with a contract price greater than \$10,000 and less than or equal to \$150,000 are intermediate procurements.

1. Intermediate procurements shall be by informal written solicitation.
2. Negotiations. The City Manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the City.

3. Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the City Manager determines will best serve the interests of the City, taking into account price, as well as any other relevant considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.
4. Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.
5. Public notice. Public notice is required for intermediate procurements with a contract price equal to or exceeding \$50,000.

C. Large Procurements. Contracts for goods or services with a contract price greater than \$150,000 are large procurements.

1. The City Manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.
2. When using either competitive sealed bidding or competitive sealed proposals, the City Manager shall follow the applicable procedures set out in the Model Rules.
3. The City shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

VII. Personal Services Contracts.

A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of Personal Services contracts, the City Manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the City Manager shall consider:

1. Whether the work requires specialized skills, knowledge, and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
2. Whether the City intends to rely on the contractor's specialized skills, knowledge, and expertise to accomplish the work; and

3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the City's needs and result in obtaining satisfactory contract performance and optimal value.
4. A service shall not be classified as personal services for the purposes of this policy if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 - b. The services do not require specialized skills, knowledge, and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

B. Requests for Qualifications. At the City Manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
2. A request for qualifications may require information including, but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;
 - d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and
 - f. Any other information necessary to evaluate the contractor's qualifications.

3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time, and place of the meeting.
4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.

C. Direct Negotiations. Personal services may be procured through direct negotiations if:

1. The contract price does not exceed \$100,000 and the work is within a budgetary appropriation or approved by the City Council; or
2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the City may have an interest; or
3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
4. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price or above \$100,000; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
5. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

D. Informal Written Solicitations. An informal written solicitation process may be used for personal services when the contract price is between \$100,000 and \$250,000.

1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the City Manager determines three (3) qualified providers are not reasonably available, fewer shall suffice, if the reasons three (3) providers are not reasonably available are documented in the procurement file.
2. The solicitation document shall include:
 - a. The date, time, and place that proposals are due;
 - b. A description of personal services sought, or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid, and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
 - a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current, and projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; and
 - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.

4. The City Manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
5. Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
6. Public Notice. No public notice of personal services contract procured by informal written solicitations pursuant to this section is required.

E. Requests for Proposals. A request for proposals shall be used to procure personal services when the contract price is \$250,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the City.

1. Request for Proposal. The request for proposal shall include:
 - a. Notice of any pre-offer conference, including:
 - i. The time, date, and location;
 - ii. Whether attendance at the pre-offer conference is mandatory or voluntary; and
 - iii. A provision that statements made by representatives of the City at the pre-offer conference are not binding unless confirmed by written addendum.
 - b. The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, i.e., whether proposals may be submitted by electronic means;

- c. The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;
- d. A date, time, and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;
- e. A statement that the City may cancel the procurement or reject any or all proposals;
- f. The date, time, and place of opening;
- g. The office where the request for proposals may be reviewed;
- h. A description of the personal services to be procured;
- i. The evaluation criteria;
- j. The anticipated schedule, deadlines, evaluation process, and protest process;
- k. The form and amount of any proposal security deemed reasonable and prudent by the City Manager to protect the City's interests;
- l. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;
- m. If more than one (1) tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;
- n. If contracts will be awarded to more than one (1) personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the City's discretion at time of award;
- o. If contracts will be awarded to more than one (1) personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;

- p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 - q. Any terms and conditions authorized for negotiation.
2. Public Notice. The City Manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the City Manager determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.
 - b. The City Manager shall document the specific reasons for shorter public notice period in the procurement file.
3. Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

VIII. Alternative Source Selection Methods for Goods or Services & Personal Services.

A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.

- 1. Determination of Sole Source. Before a sole-source contract may be awarded, the City Manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:
 - a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one (1) source;

- b. The goods or services, personal services or professional services are available from only one (1) source and required for the exchange of software or data with other public or private agencies;
 - c. The goods or services, personal services or professional services are available from only one (1) source, and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.
2. Negotiations. To the extent reasonably practical, contract terms advantageous to the City shall be negotiated with the sole source provider.
 3. Notice. The City Manager shall post notice of any determination that the sole source selection method will be used on the City's website, not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

B. Special Procurements. In its capacity as Contract Review Board for the City, the City Council, upon its own initiative or upon request of the City Manager, may create special selection, evaluation, and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

1. Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the City Council that contains the following:
 - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - b. The estimated contract price or cost of the project, if relevant;
 - c. Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise

substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;

- e. A description of the proposed alternative contracting methods to be employed; and
 - f. The estimated date by which it would be necessary to let the contract(s).
- 2. In making a determination regarding a special selection method, the City Council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.
 - 3. Hearing. The City shall approve the special solicitation or exemption after a public hearing before the City Council.
 - a. At the public hearing, the City shall offer an opportunity for any interested party to appear and present comment.
 - b. The City Council shall consider the findings and may approve the exemption as proposed or as modified by the City Council after providing an opportunity for public comment.

C. Contracts. Subject to award at the City Manager's Discretion. The following classes of contracts may be awarded in any manner that the City Manager deems appropriate to the City's needs, including by direct appointment or purchase. Except where otherwise provided the City Manager shall make a record of the method of award.

- 1. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the policy.
- 2. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including, but not limited to works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
- 3. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

4. Government Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
5. Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the City.
6. Specialty Goods for Resale. Contracts for the purchase of specialty goods by the City for resale to consumers.
7. Sponsorship Agreements. Sponsorship agreements, under which the City receives a gift or donation in exchange for recognition of the donor.
8. Structures. Contracts for the disposal of structures located on City-owned property.
9. Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
10. Temporary Extensions or Renewals. Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
11. Temporary Use of City-Owned Property. The City may negotiate and enter into a license, permit or other contract for the temporary use of City-owned property without using a competitive selection process if:
 - a. The contract results from an unsolicited proposal to the City based on the unique attributes of the property or the unique needs of the proposer;
 - b. The proposed use of the property is consistent with the City's use of the property and the public interest; and
 - c. The City reserves the right to terminate the contract without penalty, in the event that the City determines that the contract is no longer consistent with the City's present or planned use of the property or the public interest.
12. Used Property. The City Manager may contract for the purchase of used property by negotiation if such property is suitable for the City's needs

and can be purchased for a lower cost than substantially similar new property.

- a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the City.
- b. The City Manager shall record the findings that support the purchase.

13. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

14. Conference/Meeting Room/Recreation Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, recreation rooms/spaces and incidental costs related to conferences and City-sponsored workshops and trainings.

D. Emergency Procurements. When the City Manager determines that immediate execution of a contract within the City Manager's authority is necessary to prevent substantial damage or injury to persons or property, the City Manager may execute the contract without competitive selection and award or City Council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.

1. When the City Manager enters into an emergency contract, the City Manager shall, as soon as possible, in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the City and the public.
2. The City Manager shall also notify the City Council of the facts and circumstances surrounding the emergency execution of the contract.

E. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code

IX. Surplus Property.

A. General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the City Manager that the method of disposal is in the best interest of the City. Factors that may be considered by the City Manager include costs of sale, administrative costs, and public benefits to the City.

1. Governments. Without competition, by transfer or sale to another Government department or public agency.
2. Auction. By publicly advertised auction to the highest bidder.
3. Bids. By publicly advertised invitation to bid.
4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this {Code} for the award of personal services contracts.
5. Fixed Price Sale. The City Manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
6. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
7. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

B. Disposal of Property with Minimal Value. Surplus property which has a current resale value \$500 or less, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal. Disposal of property with minimal value can not be purchased by a City employee or elected official unless the property is disposed of by bid.

C. Personal-Use Items. An item (or indivisible set) of specialized and personal use with a current value of less than \$250 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the City Manager.

D. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the City shall make, execute and deliver, a bill of sale or similar instrument signed on behalf of the City, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

X. Protest and Appeal Procedures.

A. Appeal of Debarment or Prequalification Decision.

1. **Right to Hearing.** Any person who has been debarred from competing for the City's contracts or for whom prequalification has been denied, revoked or revised may appeal the City's decision to the City Council as provided in this section.
2. **Filing of Appeal.** The person shall file a written notice of appeal with the City Manager within five (5) business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.
3. **Notification of City Council.** Immediately upon receipt of such notice of appeal, the City Manager shall notify the City Council of the appeal.
4. **Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 - a. Promptly upon receipt of notice of appeal, the City shall notify the appellant of the date, time, and place of the hearing;
 - b. The City Council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the City Manager; and
 - c. At the hearing, the City Council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
5. **Decision.** The City Council shall set forth in writing the reasons for the decision.
6. **Costs.** The City Council may allocate its costs for the hearing between the appellant and the City.
 - a. The allocation shall be based upon facts found by the City Council and stated in the City Council's decision that, in the City Council's opinion, warrant such allocation of costs.

- b. If the City Council does not allocate costs, the costs shall be paid by the appellant, if the decision is upheld, or by the City, if the decision is overturned.
- c. Judicial Review. The decision of the City Council may be reviewed only upon a petition in the circuit court of Umatilla filed within fifteen (15) days after the date of the City Council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

B. Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.

- 1. Delivery; Late Protests. An affected person shall deliver a written protest to the City Manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
- 2. Content of Protest. The written protest shall include:
 - a. Identification of the requested special procurement;
 - b. A detailed statement of the legal and factual grounds for the protest;
 - c. Evidence or documentation supporting the grounds on which the protest is based;
 - d. A description of the resulting harm to the affected person; and
 - e. The relief requested.
- 3. Additional Information. The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate,

by giving such persons written notice of the time and manner whereby any response shall be delivered.

4. City Response. The City Manager shall issue a written disposition of the protest in a timely manner.
 - a. If the City Manager upholds the protest, in whole or in part, the City Manager may, in the City Manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement or revoke any approval of the special procurement.
 - b. If the City Manager upholds the protest, in whole or in part, the City shall refund the fee required to be delivered with the protest.
5. Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.
 - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.

C. Protests and Judicial Review of Sole-Source Procurements. An affected person may protest the determination that goods or services or a class of goods or services are available from only one (1) source as provided in this section.

1. Delivery; Late Protests. An affected person shall deliver a written protest to the City Manager within seven (7) days after the first date of public notice of a proposed sole source procurement is placed on the City's website, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
2. Content of Protest. The written protest shall include:

- a. A detailed statement of the legal and factual grounds for the protest;
 - b. Evidence or documentation supporting the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
3. Additional Information. The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
4. City Manager Response. The City Manager shall issue a written disposition of the protest in a timely manner.
- a. If the City Manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
 - b. If the City Manager upholds the protest, in whole or in part, the City shall refund the fee required to be delivered with the protest.
5. Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.
- a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.

D. Protests and Judicial Review of Personal Services Procurements. An affected person may protest the procurement of a personal services contract as provided in this section.

- 1. Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the City Manager.

- a. The written protest shall include a fee in an amount established in a schedule adopted by the City Manager to cover the costs of processing the protest.
 - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
 - c. Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
2. Contents of Protest. The written protest shall:
- a. Specify all legal or factual grounds for the protest as follows:
 - i. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this policy or applicable law. The protest shall identify the specific provision of this policy or applicable law that was violated.
 - ii. A person may protest award or intent to award for the reason that:
 - All proposals ranked higher than the affected person's are nonresponsive;
 - The City failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - The City abused its discretion in rejecting the affected person's proposal as non-responsive; or
 - The evaluation of proposals or the subsequent determination of award is otherwise in violation of this policy or applicable law.

- iii. The protest shall identify the specific provision of this policy or applicable law that was violated by the City's evaluation or award;
 - b. Include evidence or supporting documentation that supports the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
- 3. Additional Information. The City Manager may allow any person to respond to the protest in any manner the City Manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
- 4. City Manager Response. The City Manager shall issue a written disposition of the protest in a timely manner.
 - a. If the City Manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.
 - b. If the City Manager upholds the protest, in whole or in part, the City shall refund the fee required to be delivered with the protest.
- 5. Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.

E. Protests of Cooperative Procurements. Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the City only if the City is the administering agency and under the applicable procedure described herein.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 46-2019 – A Resolution Defining
City Council Policies and Procedures
and Repealing Resolution 14-87

Meeting Date:

February 5, 2019

Department:

Administration

Director:

Dave Stockdale /
Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-
3226x104

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

n/a

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Resolution 46-2019, City of Umatilla Council Policies & Procedures

Summary Statement:

Chapter III, Section 10 of the Umatilla Charter states that the Council will adopt rules to govern its meetings. The last set of approved policies and procedures was created in 1986. Both Council and staff recognize the need to update and provide a more comprehensive set of policies and procedures. Several department heads performed a comprehensive review of other agency policies and have compiled the best components into a single policy for your review.

Consistent with Council Goals:

RESOLUTION NO. 46-2019

**A RESOLUTION DEFINING CITY COUNCIL POLICIES AND PROCEDURES AND
REPEALING RESOLUTION NO. 14-87**

WHEREAS, Chapter III, Section 10 of the Umatilla Charter states that the Council will adopt rules to govern its meetings; and,

WHEREAS, the City Council last approved a set of Council policies and procedures on November 17, 1986; and,

WHEREAS, both the City Council and City staff recognize the need for an update to the current set of Council policies and procedures,

NOW, THEREFORE, BE IT RESOLVED that the following policies and procedures shall be adhered to by the legislative body of the City of Umatilla; and

RESOLVED that Resolution No. 14-87 is hereby repealed.

PASSED by the Council and **SIGNED** by the Mayor this 5th day of February, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA

COUNCIL POLICIES & PROCEDURES

Adopted February 5, 2019 by Resolution No. 46 - 2019

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Agenda. The City Manager will coordinate with the Mayor (or presiding officer) on the preparation of an agenda of the business to be presented at a regular Council meeting. No items will be added to or removed from the agenda after the agenda packet is published without the approval of the City Council, which shall vote to approve, including any modifications, the agenda at the beginning of each Council meeting.

- A. A Council member may place or remove an item on a Council agenda by motion at the beginning of each Council meeting, additions and deletions to the agenda must be approved by a majority of the Council. No action shall be taken on items that are not on the agenda without first modifying the agenda by motion. Council members will endeavor to have subjects they wish considered submitted in time to be placed on the agenda, and shall attempt to notify the City Manager in advance of proposing changes to the agenda.
- B. A Councilor who desires major policy or ordinance research should first raise the issue at a meeting under Council Business. The Council should consider items in light of City priorities and workload and agree to proceed with an issue or ordinance before staff time is spent preparing a report. The Councilor may present information or a position paper or ask for a department report or committee recommendation. Councilors who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.

Agenda Bill. Each item of Council business requiring Council action shall be accompanied by an Agenda Bill in a format approved by the Council. In general, the contents of an Agenda Bill include, but are not limited to: Agenda Bill Summary Sheet, Attachments (contracts, policies, etc.), and the corresponding Resolution(s) or Ordinance(s).

Agenda Packet. The Agenda Packet is the accumulation of all Agenda Bills, Manager's Reports, and any other presentation or informational item included for discussion or action by the Council. Council agendas and agenda packets will be published the Friday prior to the meeting. The agenda packet will be available for the City Council and public by 4:00 pm the Friday prior to any Council meeting.

Annual Report of Boards, Commissions, Committees, and Neighborhood Associations. Each board, commission and committee will annually report to the Council on its activities for the previous year, including their recommendations. The report will be prepared in a format prescribed by the Council.

Attendance. Councilors will inform the Mayor and the City Manager if they are unable to attend any meeting. Additionally, the Mayor will inform the Council President and the City Manager regarding any absence by the Mayor. The Mayor, without a majority vote of the Council, may excuse the attendance of a member of the Council at any meeting for illness, vacation or other reasonable cause. Only a majority of the Council shall determine an absence is unexcused. The absence of a member of the Council shall be recorded in the minutes as either excused or unexcused. Three unexcused absences may result in the dismissal of the council member or Mayor upon majority vote.

Bias and Disqualification. Prior to the commencement of a quasi-judicial hearing, each Councilor must disclose his or her previous pre-judgment, personal interest or participation in any manner or action on the matter to be heard and shall state whether he or she can participate in the hearing without bias or prejudice. Any quasi-judicial hearing that presents a fiduciary or financial conflict is cause for recusal of any council member or the Mayor. If the Councilor deems him or herself unable to hear the matter

impartially, the Councilor has a duty to step down from the hearing and participate as a citizen, if so desired.

- A. Any person may challenge the qualifications or impartiality of any Councilor about to participate in the discussion and decision. The challenger must state facts relied upon from which the party has concluded that the Councilor will not likely participate and/or make a decision in an impartial manner. Such challenges shall be made at the beginning of the public hearing. The Mayor shall then give the challenged member an opportunity to respond. Any such challenge to a Councilor shall require a vote of the Council to accept or deny the challenge. The Councilor being challenged shall not vote unless required by the law of necessity to do so. Such challenges shall be recorded into the record of the hearing. If the City Council majority determines that the member is biased, it may disqualify the member by majority vote from participating in a decision. In which case, the Councilor may participate in the proceedings as a private citizen if the Councilor is a party with standing.

City Communications. As a general policy, the City communication tools (including, but not limited to: newsletter, website, mailers, postcards, bulletin boards, email newsletters and videos) should be used solely for City government related content. Events not sponsored entirely or partially by the City should not be allowed space in City communications. Requests for placement of articles in City communications shall be approved by the City Manager or designee.

City Manager Evaluation. The evaluation of the City Manager will be performed under the terms of the Manager's contract.

Code of Conduct. Council members commit to conduct themselves in a manner where the dignity and rights of the individual are respected and honored. Harassment in any form will not be tolerated by and between members of City Council, the Mayor, the City Attorney, the Municipal Judge, city boards, commissions and task forces, and persons appointed to service without pay. As to forms of harassment and other inappropriate conduct, the Council shall consult the City's Personnel Policies for City employees for guidance.

Communication with Staff. Mayor and Councilors shall respect the separation between policy making and administration by:

- A. Supporting the Council-Manager form of government by adhering to the policy of noninterference in the administration of day-to-day City business, which is directed by the City Manager.
- B. Attempting to work together with the staff as a team in a spirit of mutual confidence and support.
- C. At all times respecting the administrative functions of the City Manager and various department heads, and refraining from actions that would undermine the administrative authority of the City Manager or department heads. In all events, the Council will abide by the City Charter and Municipal Code when dealing with the City Manager.
- D. Limiting all inquiries and requests for information from staff or department heads to those questions that may be answered readily or with only the most minimal of research. Questions

of a more complex nature shall be addressed to the City Manager or City Attorney. Such questions should, whenever possible, be put in writing. Questions requiring significant staff time or resources (one hour or more) shall require the approval of the City Manager. All pertinent information given by the City Manager or City Attorney to the Mayor or a Councilor shall be distributed to all the Councilors.

- E. Limiting individual contacts with City officers and employees so as not to influence staff decisions or recommendations, to interfere with their work performance, to undermine the authority of supervisors or to prevent the full Council from having benefit of any information received.
- F. Respecting roles and responsibilities of staff when and if expressing criticism in a public meeting or through public electronic mail messages.

Conferences and Seminars. Members of the Council are urged to educate themselves about local government. To that end, and as funding allows, Councilors are urged to attend the League of Oregon Cities functions. Requests to attend other government related conferences, training seminars and meetings will be presented to the City Manager for approval. Members of the Council who serve on committees or the boards of the League of Oregon Cities, the National League of Cities or other such government group will be reimbursed for reasonable expenses not covered by the respective body. Councilors shall report on information received from their trainings and attended conferences at the next available Council meeting upon return.

Confidentiality. Councilors will keep all written materials marked as confidential in complete confidence to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, the City Manager or City Attorney.

- A. If the Council, in executive session, provides direction or consensus to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Councilor will not have any contact or discussion with any other party or its representative nor communicate any executive session discussion.
- B. All public statements, information, or press releases relating to a confidential matter will be handled by designated staff, the Mayor, or a designated Councilor.
- C. The Council, by resolution, may censure a member who discloses a confidential matter.

Conflict of Interest. Councilors shall adhere to State laws concerning conflicts of interest. Conflicts of interest arise in situations where a Councilor has an actual or potential financial interest in the matter before the Council. Under state law, an actual conflict of interest is defined as one that would be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated. ORS 244.020. A Councilor must publicly announce potential and actual conflicts of interest, and, in the case of actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue unless allowed by state law. ORS 244.120.

Consent Agenda. In order to make more efficient use of meeting time, the City Manager shall place all items of a routine nature on which no debate is expected on a consent agenda. Any item placed on the consent agenda shall be disposed of by a single motion “to adopt the consent agenda” which shall not be debatable. With the approval of the Council, any Councilor or the Mayor can remove an item from the Consent Agenda. An item removed from the consent agenda shall not receive public testimony unless agreed to by a majority of the quorum. Any item removed from the Consent Agenda will be discussed and considered as the first business item of the meeting.

Council Rules. Pursuant to Chapter III, Section 10, of the Umatilla City Charter, the Council shall adopt Council Rules. The Council shall review its rules no later than March 31st of every odd numbered year. Amendments shall be adopted by a majority vote. The Council rules are not intended to replace or supersede any applicable federal or state laws or regulations, City ordinances or policies, or provisions of the City Charter. These rules may be suspended upon an affirmative vote of the Council.

Council Standing Committees. The principles of good Council procedure indicate the value of standing committees by the City Council and as such, the following standing committees will be appointed by the Mayor at the first regular Council meeting each calendar year:

- A. Finance
- B. Police
- C. Streets and Lights
- D. Public Works
- E. Community Development
- F. Personnel
- G. Policy

Each committee will consist of two Councilmembers, the Mayor or a designated third Councilmember from another committee when overlapping issues are discussed, with the City Manager and appropriate staff.

Special (temporary) committees may be created by the Council for special assignments. When so created, such committees shall be appointed by the Mayor and shall terminate upon completion of their assignment, or they may be terminated by a majority vote of the Council attending at any regularly scheduled meeting.

Emergency Meetings. In the case of an emergency, an emergency meeting may be called by consent of all available Councilors upon such notice as is appropriate to the circumstances. The minutes of the emergency meeting shall describe the emergency justifying less than 24 hours’ notice. The City shall attempt to contact the media and other interested persons to inform them of the meeting. Councilors are responsible to inform staff of how they can be reached when out of town.

Ethics and Professional Conduct. All members of the City Council shall constantly strive to meet the highest ethical standards in their role of City Councilor. Councilors are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefitting any individual or special interest group at the expense of the City as a whole. Councilors should likewise do everything in their power to insure

impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, social station, or economic position.

Among these standards are:

- I. Councilors shall review and observe the requirements of the State Ethics Law (ORS 244.010 to 244.390) dealing with use of public office for private financial gain.
 - A. Councilors shall give public notice of any conflict of interest or potential conflicts of interest and the notice will be reported in the meeting minutes. In addition to matters of financial interest, Councilors shall maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims, and transactions coming before the Council. This general obligation includes the duty to refrain from:
 1. Disclosing confidential information or making use of special knowledge or information before it is made available to the general public.
 2. Making decisions involving business associates, customers, clients, and competitors.
 3. Promoting relatives, clients or employees for boards and commissions.
 4. Requesting preferential treatment for themselves, relatives, associates, clients, coworkers or friends.
 5. Seeking employment of relatives with the City.
 6. Actions benefiting special interest groups at the expense of the City as whole.
- II. Adhere to these approved Council Rules.

Ethics or Professional Conduct Violations.

- A. The Council has the inherent right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. The Council, acting as a whole, may reprimand or discipline to the extent provided by law, any member(s) of the council, or any member(s) of a board, commission or committee directly associated with the City Council.
- B. To exercise such right, the alleged offender(s) must first be notified of a finding that reasonable ground exists that a substantial violation has occurred prior to referral for investigation of the Council. Council may hold an executive session to consider the complaints or charges unless the person requests an open hearing according to ORS 192.660(2)(b) Discipline of Public officers and employees.
- C. The accused member(s) shall have the right to present a defense to the allegations, including the right to have legal representation at such meeting.
- D. Upon finding that a substantial violation has occurred, the Council may, upon unanimous vote of the balance not accused, proceed with censure or impose a proper sanction.

Executive Sessions. An executive session (meeting closed to the public) may be held in accordance with the appropriate statutory limits of ORS 192.660(2). All executive sessions shall be audio recorded as

provided for in ORS 192.650(2) unless the Council determines that written minutes should be taken. Material discussed during an Executive Session should not be disclosed, as provided in ORS 192.610 and 192.660. Executive session subjects are limited to: hiring the City Manager or City Attorney, dismissal or discipline, labor negotiations, real property transactions, exempt public records, trade negotiations, consultation with City Attorney on litigation or potential litigation, City Manager or City Attorney evaluations, public investments, and any other topic allowed by State statute.

Exhibits. Exhibits presented before the Council in connection with its deliberations on a legislative, quasi-judicial or other substantive matter shall be accepted by the Council and made part of the record. The exhibit shall be marked for identification and referenced in the minutes. The exhibit or a copy thereof shall be provided to the meeting recorder.

Ex Parte Communications. When Council receives any ex parte communication, Council should inform the citizen that the Council is interested in his or her perspective; however, because the Council is hearing the associated land use application, Council are advised to refrain from reading and responding to information outside of the public hearing process. Council should inform the citizen that the information received is being forwarded to staff for inclusion in the public record. Council shall then forward all ex parte correspondence received to staff as soon as possible for inclusion in the land use file, and if possible, the record.

Ex-Parte Contacts and Disqualifications. In the case of quasi-judicial decisions, Ex-parte contacts consist of being party to any written or verbal communication by a party about a fact that relates to any issue of the hearing that occurs when other interested parties are not present or able to receive the information.

Councilors are advised to refrain from engaging in discussions about a pending quasi-judicial decision outside of the public hearing. However, if a Councilor partakes in or receives written or oral ex-parte contact prior to any such hearing, the Councilor shall disclose the communication for the record and/or reveal the contact and substance of the contact prior to the commencement of the hearing. The Councilor will state whether such contact affects his/her ability to vote on the matter in an impartial manner and whether he/she will participate or abstain. The presiding officer shall then announce the right of interested parties to rebut the substance of the communication. If the Council determines that the Councilor should step down for the hearing by a majority vote, the Councilor would then be allowed to participate in the proceedings as a private citizen.

Expenses and Reimbursement. Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, set forth in the policy manual. Councilor expenditures for other than routine reimbursable expenses (e.g. conference registration, travel, etc.) will require advance City Manager approval.

Filling a Vacancy of the Mayor or Council. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The vacancy will be advertised and applications will be accepted. After the filing deadline has passed, the Council may conduct public interviews of applicants. The Council will make a decision to fill the vacancy in a public meeting. The appointee's term of office runs from appointment until the next general election when the appointee must run for office to fill the remaining term of office, if any, of that appointee's position. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.

Filling Vacancies on Boards, Commissions and Committees. When a vacancy occurs on any standing commission, board or committee, a public announcement of the vacancy will be made with sufficient time and information provided regarding the duties of the positions and the process of filing an application. The Council may interview applicants for all Boards and Committees. The Mayor, with the approval of the Council, shall fill all vacancies of City committees, boards and commissions.

With the consent of the Council, the Mayor may remove a citizen from a City committee or commission prior to the expiration of the term of office. Reasons for removal may include, but are not limited to: missing three consecutive regular meetings of the committee or commission, disruptive or inappropriate behavior prior to, during, or after committee or commission meetings which prohibit the advisory body from completing its business in a timely manner, or not acting in the best interest of the citizens or City. This includes preventing a committee or commission from carrying out its goals and objectives.

When the Mayor is satisfied that it would be in the best interest of the City and the committee or commission, a citizen may be removed from an advisory position by the following process:

- A. The Mayor will initiate the process by reporting his or her concerns to the City Manager in writing.
- B. Upon review by the City Manager, the Mayor will request the citizen to submit a letter of resignation within 10 days from the Mayor's notification to committee or commission member. The Mayor's letter will contain the reasons for requesting the resignation. The citizen may submit a letter of response as to why he or she should remain on the committee or commission. This letter will be reviewed by the Council prior to action on the removal request from the Mayor.
- C. The Mayor will request the item be placed on a regular Council meeting agenda for consideration for removal of the citizen from the committee or commission. The citizen will be notified of the Council meeting date when this issue will be discussed.
- D. If the Council approves the Mayor's request for removal, the Mayor will send a letter to the citizen informing him or her that he or she has been removed from the committee or commission.

Flags, Signs and Posters. No flags, posters, placards or signs may be carried or placed within the Council chambers in which the Council is officially meeting. This restriction shall not apply to arm bands, emblems, badges or other articles worn on personal clothing or individuals, provided that such devices do not interfere with the vision or hearing of other persons at the meeting or pose a safety hazard.

Gifts and Recognition. On occasion, and within the approved budget, the Council may wish to purchase a gift or memento for someone with City funds. Service awards or recognition certificates shall be prepared and presented, after service is completed, to all volunteers who served on the Council Standing Committees. More ornate plaques or similar service recognition awards shall be prepared and presented for all volunteers who have served for nine years or more. All other gifts or recognition awards shall receive prior approval from the Mayor or a consensus of the Council.

Legal Advice. Requests to the City Attorney for advice requiring more than fifteen minutes of legal research shall not be made by a Councilor or the Mayor except with the concurrence of the majority of the Council. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively by alternate means. Outside a Council meeting, a Councilor should make requests of the City Attorney through the City Manager. Exceptions to this are issues related to the performance of the City Manager and unique and sensitive personal, yet City business-related requests. The City Attorney shall in either case provide any written response to the full Council and City Manager, except as noted above.

Litigation. The Council will meet in Executive Session with the City Manager and City Attorney within 30 days of the City's receipt of:

- A. A statutory notice of claim, or
- B. A judicial or administrative filing which initiates action against the City.

Mayor and City Council Reports. The Mayor and Councilors will report on the regional meetings they attend on behalf of the city.

Meeting Staffing. The City Manager shall attend all Council meetings unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote. The City Attorney shall attend Council meetings upon the request of the City Manager unless excused, and will, upon request, give an opinion, either written or oral, on legal questions. The City Attorney, if requested, shall act as the Council's parliamentarian. The City Recorder shall attend all Council meetings, unless excused, and shall keep the official journal (minutes) and perform such other duties as may be needed for the orderly conduct of meetings. Department directors or other staff will attend Council meetings upon request of the City Manager.

Meeting Times. In accordance with the Chapter III, Section 11 of the Umatilla City Charter, the City Council shall hold a regular meeting at least once each month. It is anticipated that this meeting will take place on the first Tuesday of each month beginning at 7:00 p.m. All other Council meetings will be either Work Shopss or Special Meetings and typically scheduled on the third Tuesday of each month beginning at 6:00 p.m. Council meetings which exceed three hours in length shall be continued to the following evening or the following Council meeting unless extended by majority vote of the Council. Should the need arise; any member of the Council may request a short break.

Minutes. Minutes will be taken in accordance with ORS 192.650 (1) which states that meetings of the Council shall provide for the sound, video or digital recording or the taking of written minutes of all its meetings. Neither a full transcript nor a full recording of the meeting is required, except as otherwise provided by law, but the written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants. Minutes shall include the following information: (1) Members present; (2) Motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition; (3) Results of all votes and the vote of each member by name; (4) The substance of any discussion on any matter; and (5) A reference to any document discussed at the meeting. All City Council meetings shall be either audio or audio and video recorded unless the Council determines that written minutes are sufficient for a specific meeting. Staff will post Draft Minutes

online within two weeks of the meeting. Minutes will remain draft until approved. Minutes will be posted on the agenda for approval at the next regular business meeting.

Motions. When a motion is made, it shall be clearly and concisely stated by its maker. Councilors are encouraged to exercise their ability to make motions and to do so prior to debate in order to focus discussion on an issue and speed the Council's proceedings. The Presiding Officer will state the name of the Councilor who made the motion and the name of the Councilor who made the second. When the Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of discussion. The following rules shall apply to motions during proceedings of the Council:

- A. A motion may be withdrawn by the maker at any time without the consent of the Council.
- B. If a motion does not receive a second, it dies. All motions that must receive a second, must do so within three minutes or the motion is considered to have not received a second.
 - 1. Exception. The following motions can proceed without a second: nominations, withdrawal of a motion, and agenda order.
- C. When a motion is made, the mayor shall not vote except in case of a tie vote of the members of the council present at a meeting.
- D. A motion to table is not debatable unless made during a land-use hearing and precludes all amendments or debate of the issue under consideration. If the motion prevails, the matter may be taken from the table only by adding it to the agenda of a regular Council meeting scheduled within the next ninety days at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- E. A motion to postpone to a certain time is debatable and amendable, and may be reconsidered at the same meeting. The question being postponed shall be considered at a later time, at the same meeting, or at a specified time in the future. A motion to postpone indefinitely is debatable and is not amendable and may be reconsidered at the same meeting only if it received an affirmative vote. The object of this motion is not to postpone, but to reject the question without risking a direct vote when the maker of this motion is in doubt as to the outcome of the question.
- F. A motion to call for the question shall close the debate on the main motion and is not debatable. This motion must receive a second and fails without a majority vote. Debate is reopened if the motion fails.
- G. A motion to amend can be made to a motion that is on the floor and has been seconded. An amendment is made by inserting or adding, striking out, striking out and inserting, or substituting.
- H. Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, reconsideration, and take from the table.
- I. A motion to amend an amendment is in order.
- J. Amendments are voted on first, then the main motion as amended.

- K. Council will discuss a motion only after the motion has been moved and seconded.
- L. The motion maker, Presiding Officer, or meeting recorder should repeat the motion prior to voting.
- M. A motion to continue or close a public hearing is debatable.
- N. A point of order, after being addressed by the Presiding Officer, may be appealed to the body.

News Media. The Council recognizes the important role of the news media in informing the public about the decisions, activities and priorities of government. Workspace may be provided for members of the press at Council meetings upon request so that they may observe and hear proceedings clearly. See also Executive Sessions. The terms "news media" "press" and "representative of the press" for the purpose of these rules are interchangeable and mean someone who:

- A. Represents an established channel of communication, such as a newspaper or magazine, radio or television station; and either
- B. Regularly reports on the activities of government or the governing body; or
- C. Regularly reports on the particular topic to be discussed by the governing body in executive session.

Order and Decorum. A law enforcement officer of the City may be Sergeant-at-Arms of the Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the Mayor for the purposes of maintaining order and decorum at the Council meeting.

- A. Any of the following shall be sufficient cause for the Sergeant-at-Arms to, at the direction of the Mayor, or by a majority of the Council present, remove any person from the Council chamber for the duration of the meeting:
 - 1. Use of unreasonably loud or disruptive language, including personal, offensive or slanderous remarks, or actions that are boisterous, threatening or personally abusive.
 - 2. Making of loud or disruptive noise, including applause.
 - 3. Engaging in violent or distracting action.
 - 4. Willful injury of furnishings or of the interior of the Council chambers.
 - 5. Refusal to obey the rules of conduct provided herein, including the limitations on occupancy and seating capacity.
 - 6. Refusal to obey an order of the Mayor or an order issued by a Councilor which has been approved by a majority of the Council present.
- B. Before the Sergeant-at-Arms is directed to remove any person from a Council meeting for conduct described in this section, that person shall be given a warning by the Mayor to cease his or her conduct. If a meeting is disrupted by members of the audience, the Mayor or a majority of the Council present may declare a recess and/or order that the Council chamber be cleared.

Order of Business. The City Manager shall have the authority to arrange the order of business as is deemed necessary to achieve an orderly and efficient meeting with final approval of the Mayor. In general, the order of business will be as follows:

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Mayor and Committee Reports
- F. City Manager's Report
- G. Public Comment
- H. Consent Agenda
- I. Old Business
- J. New Business
 - a. Items Removed from the Consent Agenda
 - b. Public Hearings
 - c. Ordinances and Resolutions
 - d. Other Business
- K. Correspondence
- L. Public Comment
- M. Discussion Items
- N. Mayor's Message
- O. Council Information and Discussion
- P. Adjourn

The Mayor may use the gavel to commence the meeting, after each vote and to close the meeting.

Ordinance Reading and Adoption. All ordinances and resolutions shall be prepared under the supervision of the City Manager and reviewed and approved as to form by the City Attorney. Ordinances and resolutions may be introduced by a member of the Council, the City Manager, the City Attorney or any department head.

- A. Unless the motion for adoption provides otherwise, resolutions shall be adopted by reference to the title only and effective upon adoption.
- B. The Council may adopt an ordinance in any of the following circumstances:
 - 1. Before being considered for adoption, the ordinance has been read in full at two separate Council meetings.

2. At a single meeting by unanimous vote of the whole Council, after being read twice by title only.
 3. Any of the readings may be by title only if no Council member requests to have the ordinance read in full or if a copy of the ordinance is provided for each Council member and three copies are provided for public inspection at the City offices not later than one week before the first reading of the ordinance, and if notice of their availability is given forthwith upon the filing, by written notice posted at City Hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City. An ordinance enacted after first being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council.
 4. Upon the enactment of an ordinance the custodian of records shall sign it with the date of its passage and the endorser's name and title of office and thereafter the Mayor, or President of the Council acting pursuant to Chapter III, Section 9 of the Umatilla City Charter, shall sign it with the date of its passage and the endorser's name and title of office. Failure of the Mayor or the President of the Council to sign it shall not invalidate it.
- C. Ordinances shall be effective on the thirtieth (30th) day following the date of adoption, unless the ordinance provides that it will become effective at a later time. An emergency ordinance which includes a provision that the ordinance is necessary for immediate preservation of the public peace, property, health, safety or morals may provide that it will become effective upon adoption.
- D. Ordinances shall be adopted by roll-call vote.

Parliamentary Procedure. The Council will follow parliamentary procedure such as Robert's Rules, or other procedures as Council may deem appropriate or necessary.

Planning Commission Member Testimony. In an effort to maintain the impartiality of the Planning Commission, especially in cases where issues can be remanded by the City Council back to the Planning Commission for review, the following rules are established. For legislative land use matters before the Council, Commissioners may testify as a Commissioner, as a Commission Representative if so designated by the Commission, or as a citizen. For quasi-judicial hearings or petitions for review before the Council, Commission members, who have participated in the preceding Commission decision, may not testify before the Council on the respective matter.

Presiding Officer. The Mayor shall be the Presiding Officer and conduct all meetings, preserve order, enforce the rules of the Council and determine the order and length of discussion on any matter before the Council, subject to these rules. The Council President shall preside in the absence of the Mayor. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilor. In case of the absence of the Mayor and the Council President, the City Manager shall call the meeting to order and the Council shall elect a chairperson for the meeting by majority vote.

Public Comment. General public comment is established to allow members of the public to speak for five minutes during two designated sections of each Council meeting on any community matter other than specific agenda items. The Mayor may adjust comment time according to the length of the agenda or the number of requested speakers. Mayor may also, at his/her discretion, allow for an individual/organization to provide their comments during a specific item. Verbally abusive or slanderous comments are not allowed.

Councilors are not expected to engage in discussions while receiving comments; however, they may ask clarifying questions with the Presiding Officer's permission. Later, during the business portion of the meeting, Councilors may discuss concerns and direct questions to the City Manager with the understanding that answers from staff may not be immediately available.

Persons requesting to speak must first enter the requested information on the Sign-Up Sheet. A neighborhood representative may speak as an individual as well as the neighborhood representative when presenting items voted upon by the neighborhood association. When presenting items on behalf of the neighborhood association, the designated representative will be allowed up to 10 minutes for this testimony. When called upon, speakers shall first state their name and address for the record. Copies of written comments and materials are to be handed to the City Recorder to deliver to the Council and submit to the record. If a speaker wishes to show a presentation, the presentation must be delivered to City staff 48-hours prior to the meeting.

Public Records. The disposition of public records created or received by Councilors shall be in accordance with Oregon Public Records Law. Written information incidental to the official duties of a member of the City Council, including electronic mail messages, notes, memos and calendars (e.g., Outlook calendars and "Day timers") are public records and are subject to disclosure under the Public Records Law.

Questioning of Staff by Council Members. Every Council member desiring to question the staff during a Council meeting shall address the questions to the City Manager, who shall be entitled to either answer the inquiry or designate a staff member to do so.

Quorum. A quorum shall consist of four (4) members of the duly constituted City Council. The Mayor may be deemed a City Councilmember for means of obtaining a quorum.

Reconsideration of Actions Taken. A member who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council.

Representing the City. When any member of the City Council represents the City before another governmental agency, before a community organization or media, the official should first indicate the majority position of the Council. Upon returning, a reasonable effort should be made by the Council to communicate any information or questions pertinent to City business to the full Council within a reasonable timeframe.

- A. The effectiveness of City lobbying in Salem or in Washington, D.C. depends on the clarity of the City's voice. When Councilors represent the City in a "lobbying" situation, it is appropriate that the Councilors avoid expressions of personal dissent from an adopted Council policy.
- B. When Councilors attend meetings of organizations such as the League of Oregon Cities or the National League of Cities and their boards and committees, they do so as individual elected officials and are free to express their individual views. If the City Council has an adopted policy relating to an issue under discussion, the Councilor is expected to report that fact.
- C. By resolution, the Council may appoint one or two of its members to act as negotiators with groups, individuals, or other governmental entities. Any agreements made by such negotiators shall require approval of the Council as a whole to take effect.

Speaking by Council Members. Any Councilor desiring to be heard shall be recognized by the Mayor, but shall confine his or her remarks to the subject under consideration or to be considered. Councilors will be direct and candid. Councilors will speak one at a time, allowing one another to finish.

Special Meetings. The Mayor, or in the Mayor's absence the President of the Council, may, or at the request of two or more members of the Council, call a special meeting for the Council in accordance with state law. Special meetings are to be utilized only when absolutely necessary, and public comment shall be taken at all special meetings.

- A. Written notice of a special meeting shall be given to the Council, media and public, with as much advance (up to 10 days) notice as possible, and no less than 24 hours in advance of the meeting. The notice shall be served on each member personally or electronically, or if the Councilor is not found, left at his or her place of residence. All notice requirements of ORS 192.640 shall be satisfied before any special meeting can be conducted.
- B. Special meetings of the Council may also be held at any time by common consent of all members of the Council subject to notice requirements being met. Councilors shall keep the City Manager informed of their current telephone numbers.

Testimony Forms. The testimony forms for land use hearings will have a place for citizens to mark if they are for, against, or neutral on the topic.

Voting. Every Councilor, when a question is taken, shall vote. If a Councilor is planning to abstain, the Councilor must declare the intent to abstain prior to the vote.

- A. No Councilor shall be permitted to vote on any subject in which he or she has a conflict of interest.
- B. The concurrence of a majority of the Council members present at a Council meeting shall be necessary to decide any question before the Council. The meeting recorder shall call the roll, and the order of voting shall be rotated on each question such that each Councilor, excluding the Mayor, has an equal opportunity to vote first and second to last. Since the Mayor acts as chair, the Mayor in all instances shall vote last.

Workshops. Workshops of the City Council shall be held in accordance with the Oregon Public Meetings Law. ORS 192.630. Whenever circumstances require such a session, it shall be called by the Mayor, City

Manager, or two or more Councilors. These workshops may be held for Council goal setting, new Councilor training, or longer workshops for planning programs or projects. Goal setting retreats may be held out of town so long as no decision-making or discussion toward decisions occurs. Any goals arrived at by any process should be confirmed in public at a regular Council meeting. The Council may decide if the public is welcome at any of these meetings and they may be held without the opportunity for public input or comment.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Ordinance No 832 – An Ordinance Amending Title 1, Chapter 6 of the Umatilla, Oregon City Code.

Meeting Date:

February 5, 2019

Department:

Administration

Director:

Dave Stockdale

Contact Person:

Melissa Ince

Phone Number:

541-922-3226 x
104

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

n/a

Reviewed by Finance Department:

Yes – M.Ince

Attachments to Agenda Packet Item:

Ordinance No 832

Summary Statement:

The Council is also considering Resolution 45-2019 to adopt new Council Policies and Procedures. This Ordinance is a follow up to that Resolution. It cleans up inconsistencies between the new policy, the City Charter and the City Code, including the amount of formal meetings to be held monthly and adding a new section requiring the Council to review and adopt policies and procedures governing its meetings every two years.

Consistent with Council Goals:

ORDINANCE NO 832

AN ORDINANCE AMENDING TITLE 1, CHAPTER 6 OF THE UMATILLA, OREGON CITY CODE.

WHEREAS, Chapter II, Section 10 of the Umatilla Charter states that the City Council will adopt rules to govern its meetings; and,

WHEREAS, the Council last reviewed and approved a set of policies and procedures governing its meetings on November 17, 1986; and,

WHEREAS, the City recently reviewed and has decided to adopt new policies and procedures governing its meetings; and,

WHEREAS, the City has determined that it should conduct a more regular review of the policies and procedures governing its meetings; and,

WHEREAS, the City has determined that it is necessary to amend the provisions of the City Code regarding meetings of the City Council;

THE CITY OF UMATILLA ORDAINS AS FOLLOWS:

1. Title 1, Chapter 6, Section 1-6-1 is hereby repealed and replaced with the following language:

"1-6-1: MEETINGS OF THE COUNCIL:

A. Regular Meetings: The Council shall meet regularly at a formal meeting on the first Tuesday of each month, beginning at seven o'clock (7:00) P.M., according to the City Calendar Planner schedule adopted annually by the Council. The presiding officer shall conduct the meeting in accordance with the rules set forth herein, or when not specifically outlined, by Robert's Rules of Order.

B. Special Meetings: The Mayor, or in the Mayor's absence the President of the Council, may call a special meeting of the Council. Any two (2) Council members may request the Mayor to call a special meeting. Upon calling a special meeting, all City Council members must be given written notice that specifies the subject matter of the meeting. If there is an agenda for the meeting, it should also be specified in the notice. At least twenty four (24) hours' notice must be given for all special meetings of the City Council. An emergency meeting may be called with less than twenty four (24) hours' notice, however, the minutes of the meeting shall describe the emergency justifying less than twenty four (24) hours' notice. For emergency meetings, all notices must be supported by documentation and back up material and the City shall attempt to contact the media and other interested persons to inform them of the meeting. For an item to be considered an emergency, five (5) members of the council must agree to hold an emergency meeting."

2. The following language of Title 1, Chapter 6, Section 1-6-2: Rules and Order of Business; Subsection D.; Parliamentary Questions, Motions and Precedence;

"To Table: Debatable, Yes; Amendable, No; A Majority Vote (of those present), Yes; 2/3, No."

is hereby amended to read as follows:

“To Table: Debatable, No; Amendable, No; A Majority Vote (of those present), Yes; 2/3, No.”

3. Title 1, Chapter 6 of the Umatilla, Oregon City Code shall be amended to include the following language:

“1-6-5: Adoption of Council Policies and Procedures:

Pursuant to Chapter III, Section 10 of the City Charter, every two years, in the odd numbered years, the City Council shall, by resolution, adopt policies, procedures and rules governing meetings of the City Council. The policies, procedures and rules shall be in conformance with the laws of the State of Oregon, the City Charter, and the City Code.”

PASSED and ADOPTED by the City Council the ____ day of _____, 2019.

Voting yes, Council Members: _____

Voting no, Council Members: _____

Absent Council Members: _____

Abstaining Council Members: _____

And SIGNED in authentication by the Mayor this ____ day of _____, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder