

**UMATILLA CITY COUNCIL MEETING
A G E N D A
COUNCIL CHAMBERS
MARCH 05, 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 Public Works Dept. Quarterly Report *pages 1 - 6*
- 5.4 Community Development Association *pages 7 - 8*
- 5.5 Planning Commission Quarterly Report *pages 9 - 12*

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 13 - 30*
- 7.2 February Court Report *page 31*
- 7.3 January 25, 2019 minutes *pages 32 - 33*
- 7.4 January 31, 2019 minutes *page 34*
- 7.5 February 7, 2019 minutes *pages 35 - 37*
- 7.6 February 19, 2019 minutes *pages 38 - 40*

8. PUBLIC HEARING

- 8.1 Ordinance No. 833 – An Ordinance Granting the Port of Umatilla and the City of Hermiston (Collectively, "Grantee") A Nonexclusive Franchise ("Franchise") for the Privileges to Use Public Rights-of-Way to Provide Non-Potable Water Services within the City of Umatilla (The "City"); and Repealing No. 831 in its Entirety *pages 41 -46*
- 8.2 Supplemental Budget *pages 51 -55*

9. NEW BUSINESS

9.1 Ordinance No. 833 - An Ordinance Granting the Port of Umatilla and the City of Hermiston (Collectively, "Grantee") A Nonexclusive Franchise ("Franchise") for the Privileges to Use Public Rights-of-Way to Provide Non-Potable Water Services within the City of Umatilla (The "City"); and Repealing No. 831 in its Entirety *pages 41 - 46*

9.2 Resolution No. 47 – 2019 – A Resolution Amending the Compensation Play for FY 2018 – 19 and Repealing Resolution No. 20 – 2018 *pages 47 - 50*

9.3 Supplemental Budget/Appropriations *pages 51 - 57*

a. Resolution No. 48 – 2019 - A Resolution Adopting Supplemental Budget for Fiscal Year 2018 – 2019 *page 53*

b. Resolution No. 49 – 2019 - A Resolution Making Appropriations for the 2018 – 19 Supplemental Budget *pages 54-55*

c. Resolution No. 50 – 2019 – A Resolution Transferring Funds and Appropriations Within the General, Building Department and Transient Room Tax Funds for Fiscal Year 2018-219 *pages 56 - 57*

9.4 Resolution No. 51 – 2019 –A Resolution Authorizing the City Manager to Sign a Deed for Wanapa Road *pages 58 - 66*

9.5 Resolution No. 52 – 2019 – A Resolution Authorizing City Manager Stockdale to Sign a Grant Agreement between the City of Umatilla and the Wildhorse Foundation for Use in the Police Department's Mobile Data Upgrade *pages 67 - 70*

9.6 Resolution No. 53 - 2019 – A Resolution Adopting and Administrative Policy and Procedure f or Adverse Weather or Emergency Office Closure *pages 71 – 74*

9.7 Resolution No. 54 - 2019 – A Resolution Authorizing the Mayor and City Manager to Sign Amendment No. 2 to Intergovernmental Agreement No. 28480 Between the City of Umatilla and the Oregon Department of Transportation *pages 77 - 91*

10. PUBLIC COMMENT

11. DISCUSSION ITEMS

10.1 Community Box Units *pages 75 – 76*

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.



SCOTT COLEMAN
PUBLIC WORKS DIRECTOR

Public Works Quarterly Report

LEON SCHEEL
PUBLIC WORKS SUPERVISOR



FY 2018-2019 2nd Quarter

PUBLIC WORKS- WATER

Duane Dyer, Jason Lohman and
Casey Horn



IN THIS SECTION:

- *6TH Street Water Improvements*

Starting in mid to late October, Jesse Rodriguez Construction began our 6th Street Water Improvement Project. Approx. 4,050 feet of pipe were installed ranging in size from 8" to 1". Five fire hydrants and 30 water meters were replaced along with valves and other infrastructure to update the system. The City crew replaced 240 feet of pipe and two water meters to help with the project. The City also provided the inspection for the project to make sure construction installation met our requirements. Overall the City has been very pleased with the efforts of the contractor. Several change orders were approved during construction. In the future more surveying and potholing needs to be done by the City crew to make sure the most accurate information is passed on to our engineer so that accurate plans can be delivered to the contractor.

- *Meter Insulation*

The water department has started to insulate meters around the city and get them ready for winter.

- *Planning for Water Updates*

The crew is continuing to work on a priority list and obtaining estimates to replace infrastructure at each well site. Although they look good from the outside they are rusting from the inside out. Pumps and controls are obsolete and not as efficient as they need to be.

PUBLIC WORKS- WASTEWATER

Chris Stensrud, Lupe Mendoza and
Matt Tassie



IN THIS SECTION:

- *Waste Water Treatment Plant Repairs and Updates*

Waste Water continues to do minor updates and upgrades to the system.

- *Planning for Updates*

Like the water division we are starting to get a priority list of components that need to be upgraded as well as an expansion that will be coming as a result in the growth of Umatilla.

PUBLIC WORKS- PARKS

Chris Foreman and Derek Harrington



IN THIS SECTION:

- *Kiwanis Park Improvements*
With the financial help of grants, we have begun our expansion project at Kiwanis Park and have finalized the pavement of the second court. Next we will be installing lights to the courts.
- *Trees*
Crew continues to work on the removal of Russian Olive as time allows. Crews have also begun inventory of trees around the city as we submit to become recognized as a Tree City.
- *6th Street ODOT Project*
City of Umatilla Parks Dept. is also helping with in-kind projects to meet our partnership with ODOT on the 730 Project. Our crews have cut down and removed trees that will be in conflict with facilities for the project.
- *Planning for Updates*
In the future we would like to apply for a grant to install ADA approved bathroom facilities to Kiwanis Parks. We will also conduct maintenance to our parks for spring sports. City will be looking into grants for the improvements of parks to include, picnic tables, benches, grills and garbage cans.

PUBLIC WORKS- STREETS

Dennis Whittaker



IN THIS SECTION:

- *Street Sweepers*
Our street crew has kept up the cleanliness of our streets and have begun maintenance on our vehicles to prepare for the snowmagedon! With collaboration of our code enforcement we strive to keep abandon vehicles off our streets.
- *Planning for Updates*
The city has implemented a new city-wide fleet inventory and streets has headed up that project. We are currently working with a consultant to address the needs of our vehicles and equipment.

FY 2018-2019 2nd Quarter

PUBLIC WORKS



IN THIS SECTION:

- *Team Building*

As a group we have met several times to discuss the direction we are headed as a Public Works Department. We believe that it is important to look at Public Works as one entity. It is critical that we cross train our team to make sure that we are all capable of handling any task in an emergency. We will continue to train and provide education to the employees. Safety is always a top priority. Classes in flagging, CPR and confined space are currently being planned. Our crew has done a very good job of representing the City of Umatilla and we will continue to grow and be the face of the community.

In closing I started at the end of 2nd Qtr. So, my future reports will have more photos and detail. I have thoroughly *enjoyed* my first couple of months in Umatilla and I am amazed at the staff's commitment to the future of our City. That goes for the folk inside City hall and the crews that are hands-on day in and day out.

Sincerely,

*Scott R. Coleman
Public Works Director
City of Umatilla
(509) 778-1978*

Northeast Oregon Water Association

ORDNANCE MULTI-USE PROJECT Overview Map

- Legend**
- Proposed Pump Station
 - Conceptual Pipeline Route
 - Optional Additional Pipelines
 - Conceptual Recharge & Recovery System
 - Ordinance Aquifer
 - Depot Industrial Area
 - Depot Boundary
 - ORDNANCE GRAVEL

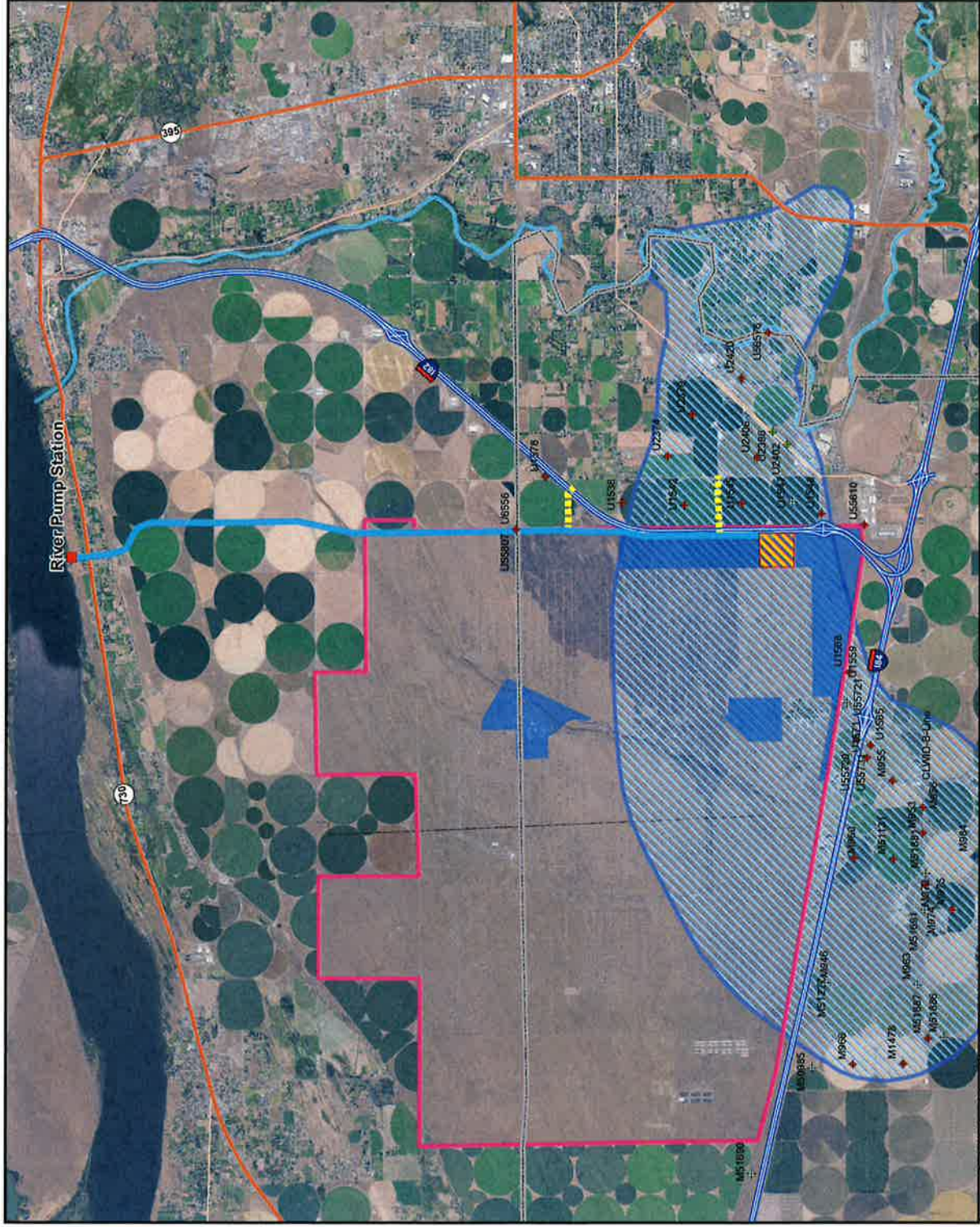
Monitoring Well Network

- OWSD
- General Recharge
- Sanitary
- Recharge/Recovery
- Water Treatment



Map Date: 1/22/2019

NOTES:



Document Path: \\irz.local\ahares\Engineering\Clients\NOVA - 836\Ordinance Multi-Use Project\Ordinance Multi-Use Project Options map 11x17 012219.mxd



PLANNING COMMISSION YEARLY REPORT

October 2017-October 2018

REPORT

October 2017 through October 2018

Number of Applications	Type of Application
9	Conditional Use
1	Subdivision
2	Replat
2	Plan Amendment
2	Variance
1	Appeal
3	Zone Change
20	Total

Summary

The following is a brief summary of applications considered by the Planning Commission. The intent is to highlight some of the larger project underway or expected to start soon.

- Umatilla School District – Conditional Use to allow for a 2,700 square foot addition to the McNary Heights Elementary School and a new 7,200 square foot gymnasium. Construction is complete on the additional and gymnasium.
- Zayo Group – Conditional Use to allow new fiber optic lines to be installed through the City. A majority of the utility work was in McNary and the Highway 395 area within the Urban Growth Boundary. Most of the work has been completed but there is still utility work in the area.
- Umatilla Electric – Conditional Use to construct a new five (5) mile overhead transmission line from the McNary Substation to the Hermiston Butte Substation. Construction is expected to begin within the next year along Lind Road.
- Nobles RV Park – A combination Conditional Use and Variance to allow for the development of a 60 site RV park. A final site plan review application still needs to be obtained, but progress is ongoing.
- Encore Wellness – Conditional Use to allow the conversion of an existing single-family dwelling into a primary care facility. Construction has been completed and the new location is now open for business.
- Bunn Pool Hall – Conditional Use to allow the existing gentleman club to be converted to a pool hall including similar recreational and amusement services. The new business is open and operating under the name Highway 730 Tavern.

- City of Umatilla – Conditional Use to construct a new 2,000 square foot storage building for police equipment and vehicles.
- Shady Rest Mobile Home Park – Conditional Use to convert the existing RV spaces to twelve (12) new manufactured home lots.
- Ochoa Equipment Rental – Conditional Use to establish a commercial/industrial machinery equipment rental business.

Residential Development

- Virginia’s Place Replat & Plan Amendment – A new subdivision in McNary across from Quality Inn/The Big River pro shop. A combination of two rezones, changing the zoning from commercial to residential, a subdivision and replat applications resulted in 32 new lots for residential development. All 32 lots have been developed with new single-family dwellings. NOTE: The initial subdivision and rezone was approved in 2017 prior to October and not include in the permit numbers above.
- Orchard Terrace Addition – Is an existing subdivision under new ownership located in the South Hill area north of Monroe Street. Orchard Terrace was originally an 88-lot subdivision created in 1975. At the time only, Monroe Street was developed and the remainder of the subdivision was left vacant. A replat application was approved to reconfigure the subdivision and is currently under construction. Phase 1 of the project (24 lots) has been completed and building permits have been issued for all 24 lots. The site work, streets and utilities, for Phase 2 (30 lots) is complete and construction is underway.
- Riverwood Estates – Is a new subdivision located in McNary north of the Links Senior Apartments. A combination rezone and subdivision application were approved creating 20 new lots for residential development. Construction of site improvements is expected to start soon and be completed by early to mid-summer.

Legislative Changes

- Accessory Dwelling Units – An amendment to the Zoning Ordinance to allow for Accessory Dwelling Units in residential zones where detached single-family dwelling are allowed and to adopt site and design standards for Accessory Dwelling Units.
- City of Umatilla Plan Amendment – An amendment to Chapter 11 of the City’s Comprehensive Plan to allow the City to extend sewer services to property outside the Urban Growth Boundary (The Army Depot).

Other Applications

- Nobles Code Interpretation – a request to determine if manufactured homes are a permitted use in the Downtown Residential Zone. In addition, if manufactured homes are allowed to identify what siting standards are applicable.
- Lifeways Variance – Variance request to allow an eight-foot (8') fence around an existing residential facility.
- Nobles Appeal – An appeal of a Planning Department decision to deny the Planning/Zoning Review for a Building Permit Application to place a manufactured home as an attached single-family dwelling.

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
5							
5	A Plus Connectors	193797	Water Maintenance	01/16/19	56.35	42717	02/08/19
	Total 5:				56.35		
26							
26	AgSource Laboratories	90845700	BOD AND SOLIDS TEST	01/09/19	76.85	42794	02/19/19
		90845701	BOD AND SOLIDS TEST	01/15/19	76.85	42794	02/19/19
	Total 26:				153.70		
59							
59	Aramark Uniform Services, Inc.	863785610	Police Mats	01/03/19	139.10	42720	02/08/19
		863785612	Mats & Towels	01/03/19	98.54	42720	02/08/19
		863806039	Police Mats	01/17/19	139.10	42720	02/08/19
		863806041	Mats & Towels	01/17/19	99.98	42720	02/08/19
		863826475	Police Mats	01/31/19	157.77	42720	02/08/19
		863826477	Mats & Towels	01/31/19	111.62	42720	02/08/19
	Total 59:				746.11		
92							
92	Banner Bank Mastercard	2217JAN19	TLO TRANSUNION	01/24/19	150.00	42721	02/08/19
		2217JAN19	Supplies	01/24/19	283.79	42721	02/08/19
		2217JAN19	TRAINING	01/24/19	541.94	42721	02/08/19
		2217JAN19	SIRCHIE FINGER PRINT	01/24/19	131.83	42721	02/08/19
		3132JAN19	COMPLIANCE TRAINING-LEOS	01/24/19	362.45	42721	02/08/19
		3488JAN19	WWET CONFERENCE-MENDOZA	01/24/19	651.00	42721	02/08/19
		3488JAN19	WATER COALITION LUNCH-COLEMAN	01/24/19	15.00	42721	02/08/19
		3488JAN19	THERMAL PAPER SUPPLY	01/24/19	69.95	42721	02/08/19
		3488JAN19	SUSTAINABLE SOLUTION TRAIN-SEITZ	01/24/19	25.46	42721	02/08/19
		3488JAN19	ORWEF WATER SCHOOL -SCHEEL	01/24/19	225.00	42721	02/08/19
		3488JAN19	DOG TAGS	01/24/19	68.80	42721	02/08/19
		3488JAN19	FLOOD PLAIN TRAINING-SEITZ	01/24/19	120.00	42721	02/08/19
		5919JAN19	PESTICIDE RENEWAL-FOREMAN	01/24/19	50.00	42721	02/08/19
		5919JAN19	SURFACE CHARGER	01/24/19	114.32	42721	02/08/19
		5919JAN19	LIBRARY CONF REGISTRATION/HOTEL	01/24/19	1,364.04	42721	02/08/19
		6564JAN19	LEAGUE OF OREGON CITIES REGISTRATION	01/24/19	40.00	42721	02/08/19
		8522JAN19	WATER COALITION LUNCH-STOCKDALE	01/24/19	15.00	42721	02/08/19
		8522JAN19	WATER COALITION				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			LUNCH-MABBOTT	01/24/19	15.00	42721	02/08/19
		8522JAN19	BLUE PRINT HOLDER	01/24/19	39.99	42721	02/08/19
		8522JAN19	REGISTERED MAIL TO TRIBE	01/24/19	4.87	42721	02/08/19
	Total 92:				<u>4,288.44</u>		
199							
199	Canon Solutions America, Inc	4028230166	MAINTENANCE	01/24/19	32.27	42723	02/08/19
		4028235185	MAINTENANCE	01/25/19	273.23	42723	02/08/19
	Total 199:				<u>305.50</u>		
214							
214	Cascade Natural Gas Corp.	7846JAN19	830 6TH ST	01/31/19	177.03	42725	02/08/19
		7851JAN19	822 6TH ST	01/31/19	100.22	42725	02/08/19
		CITYHALLJA	Natural Gas New City Hall	01/31/19	118.79	42725	02/08/19
		CITYHALLJA	Natural Gas New City Hall	01/31/19	118.80	42725	02/08/19
		CITYHALLJA	Natural Gas New City Hall	01/31/19	118.80	42725	02/08/19
		DRAPERJAN	Natural Gas Draper Street	01/31/19	86.43	42725	02/08/19
		SEWERJAN	Natural Gas Sewer Plant	01/31/19	536.37	42725	02/08/19
	Total 214:				<u>1,256.44</u>		
222							
222	Center Point Large Print	1661921	Large Print Books for Library	02/01/19	182.76	42795	02/19/19
	Total 222:				<u>182.76</u>		
226							
226	CenturyLink	0453JAN19	Police Dept T31 Line	01/31/19	93.23	42726	02/08/19
	Total 226:				<u>93.23</u>		
278							
278	Confederated Tribes Umatilla	21896	Demolition of building 6th St & G St	02/04/19	902.88	42797	02/19/19
	Total 278:				<u>902.88</u>		
302							
302	CRIS Inc.	013119-M	Contract Service Agreement	01/31/19	12,500.00	42728	02/08/19
		013119-M	TECH SUPPORT	01/31/19	210.00	42728	02/08/19
	Total 302:				<u>12,710.00</u>		
308							
308	Crystal Springs	9262940020	Water for Police Department	02/06/19	57.52	42798	02/19/19
	Total 308:				<u>57.52</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
343							
343	DEMCO, Inc.	6544041	Bar Code Supplies Library	02/05/19	336.45	42799	02/19/19
	Total 343:				336.45		
351							
351	DEQ - Water Quality Division	UST19-0001	Marina - Annual Fee for Underground Storage Tanks	01/15/19	490.00	42730	02/08/19
	Total 351:				490.00		
368							
368	DIVCO	SCPAY7490	HVAC Maintenance - City Hall	02/01/19	470.48	42800	02/19/19
		SCPAY7490	HVAC Maintenance - Public Works	02/01/19	136.43	42800	02/19/19
		SCPAY7490	HVAC Maintenance - Sewer Plant	02/01/19	330.23	42800	02/19/19
	Total 368:				937.14		
388							
388	Duke's Auto Plus	11259	Auto Repairs 18 Dodge Charger	03/19/18	70.00	42732	02/08/19
		11654	Auto Repairs 12 Dodge Charger	09/26/18	80.00	42732	02/08/19
		11773	Auto Repairs 12 Dodge Charger	11/29/18	222.00	42732	02/08/19
	Total 388:				372.00		
397							
397	Dynamic Computer Consulting, I	13892	Proof Point Security monthly, Remote Backups	01/31/19	239.00	42733	02/08/19
	Total 397:				239.00		
405							
405	Eastern Oregon Telecom, LLC	8743JAN19	Telephone/Fiber Services	01/31/19	277.93	42734	02/08/19
		8743JAN19	Telephone/Fiber Services	01/31/19	45.27	42734	02/08/19
		8743JAN19	Telephone/Fiber Services	01/31/19	301.35	42734	02/08/19
		8743JAN19	Telephone/Fiber Services	01/31/19	369.80	42734	02/08/19
		8743JAN19	Telephone/Fiber Services	01/31/19	135.80	42734	02/08/19
		8743JAN19	Telephone/Fiber Services	01/31/19	198.89	42734	02/08/19
		8743JAN19	Telephone/Fiber Services	01/31/19	273.60	42734	02/08/19
	Total 405:				1,602.64		
433							
433	EOTEC	4THQTR18	Tourism Promotion Assessment Oct-Dec 2018	12/31/18	8,687.13	42801	02/19/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 433:					8,687.13		
456							
456	FEI #3011 Waterworks	0733434	WATER DEPT MAINTENANCE	01/17/19	2,499.84	42802	02/19/19
		0736361	WATER DEPT MAINTENANCE	01/29/19	29.90	42802	02/19/19
Total 456:					2,529.74		
499							
499	Galls, DBA Blumenthal Uniform	011841926	Police Nameplate	01/29/19	17.58	42735	02/08/19
		011867717	BODY ARMOR	01/31/19	1,470.65	42803	02/19/19
Total 499:					1,488.23		
554							
554	Gotcha Covered	137710	Cleaning Services	01/31/19	443.84	42737	02/08/19
		137710	Cleaning Services	01/31/19	383.98	42737	02/08/19
		137710	Cleaning Services	01/31/19	383.98	42737	02/08/19
		137710	Cleaning Services	01/31/19	248.20	42737	02/08/19
Total 554:					1,460.00		
558							
558	Govnment Finance Ofcr Assoc.	0132471-201	Annual Dues Ince	01/15/19	170.00	42738	02/08/19
Total 558:					170.00		
623							
623	Heller & Sons Dist., Inc.	15073	Gasoline for Police Cars	01/31/19	1,641.31	42804	02/19/19
		15074	Gas for Public Works Vehicles	01/31/19	418.38	42804	02/19/19
		15074	Gas for Public Works Vehicles	01/31/19	682.94	42804	02/19/19
		15074	Gas for Public Works Vehicles	01/31/19	270.71	42804	02/19/19
		15074	Gas for Public Works Vehicles	01/31/19	678.83	42804	02/19/19
Total 623:					3,692.17		
627							
627	Hermiston Auto Parts, Inc.	647-581013	Street Maintenance	12/07/19	214.25	42740	02/08/19
		647-581032	POLICE DEPT MAINTENANCE	12/07/18	21.98	42740	02/08/19
		647-581117	Water Equip Maintenance	12/10/18	34.12	42740	02/08/19
		647-581139	Sewer Dept Maintenance	12/10/18	2.15	42740	02/08/19
		647-581404	Street Maintenance	12/18/18	6.75	42740	02/08/19
		647-581450	Street Maintenance	12/19/18	11.69	42740	02/08/19
		647-581578	Sewer Dept Maintenance	12/26/18	18.06	42740	02/08/19
		950-581815	Street Maintenance	01/04/19	22.08	42740	02/08/19
		950-581820	Street Equipment				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Maintenance	01/04/19	8.31	42740	02/08/19
		950-581875	Sewer Dept Maintenance	01/07/19	21.54	42740	02/08/19
		950-581889	Street Equipment Maintenance	01/07/19	56.32	42740	02/08/19
		950-582088	Sewer Dept Equip Operation	01/11/19	6.38	42740	02/08/19
		950-582194	Street Equipment Maintenance	01/15/19	13.49	42740	02/08/19
		950-582500	Street Equipment Maintenance	01/23/19	87.32	42740	02/08/19
		950-582543	CHRISTMAS TREE STAND	01/24/19	24.99	42740	02/08/19
		950-582590	Water DEPT MAINTENANCE	01/25/19	15.99	42740	02/08/19
		950-582757	Park Equipment Operation	01/30/19	3.99	42740	02/08/19
Total 627:					<u>569.41</u>		
633							
633	Hermiston Payless Lumber Co.	181802	Parks Maintenance	11/06/18	96.48	42741	02/08/19
Total 633:					<u>96.48</u>		
637							
637	Hermiston Quicky Lube	436916	CODE TRUCK OIL CHANGE	01/31/19	37.95	42742	02/08/19
Total 637:					<u>37.95</u>		
648							
648	High Performance Signs	23112	PUBLIC WORKS DECALS	01/28/19	165.62	42743	02/08/19
		23112	PUBLIC WORKS DECAL	01/28/19	165.62	42743	02/08/19
		23112	PUBLIC WORKS DECALS	01/28/19	165.62	42743	02/08/19
		23112	PUBLIC WORKS DECALS	01/28/19	165.62	42743	02/08/19
Total 648:					<u>662.48</u>		
659							
659	Home Depot Credit Services	3043888	PARKS MAINTENANCE	12/21/18	139.16	42744	02/08/19
		5045337	PARKS MAINTENANCE	01/08/19	52.02	42744	02/08/19
		8573485	Sewer Dept Maintenance	01/15/19	57.89	42744	02/08/19
Total 659:					<u>249.07</u>		
675							
675	HRA VEBA Trust Contributions	COLEMAN20	YA440-COLEMAN	02/07/19	80.00	42746	02/08/19
		COLEMAN20	YA440-COLEMAN	02/07/19	320.00	42746	02/08/19
		COLEMAN20	YA440-COLEMAN	02/07/19	80.00	42746	02/08/19
		COLEMAN20	YA440-COLEMAN	02/07/19	320.00	42746	02/08/19
Total 675:					<u>800.00</u>		
693							
693	Ingram	38150903	Library Books	01/02/19	16.80	42747	02/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		38150904	Library Books	01/02/19	16.80	42747	02/08/19
		38150905	Library Books	01/02/19	16.80	42747	02/08/19
		38150906	Library Books	01/02/19	9.76	42747	02/08/19
		38150907	Library Books	01/02/19	19.19	42747	02/08/19
		38150908	Library Books	01/02/19	16.20	42747	02/08/19
		38296486	Library Books	01/10/19	16.80	42747	02/08/19
		38296487	Library Books	01/10/19	33.58	42747	02/08/19
		38296488	Library Books	01/10/19	77.35	42747	02/08/19
		38324090	Library Books	01/13/19	11.70	42747	02/08/19
		38397102	Library Books	01/16/19	16.80	42747	02/08/19
		38397103	Library Books	01/16/19	16.77	42747	02/08/19
		38468959	Library Books	01/22/19	17.39	42747	02/08/19
		38487279	Library Books	01/22/19	31.79	42747	02/08/19
		38487280	Library Books	01/22/19	34.78	42747	02/08/19
		38612253	Library Books	01/29/19	14.97	42747	02/08/19
		38612254	Library Books	01/29/19	33.60	42747	02/08/19
	Total 693:				366.30		
697							
697	Intermountain ESD	598T062160	DELL SPEAKERS	02/06/19	16.27	42806	02/19/19
		598T062161	PRINTER	02/06/19	244.37	42806	02/19/19
	Total 697:				260.64		
712							
712	J U B Engineers, Inc.	122974	ENGINEERING	02/11/19	505.71	42807	02/19/19
		122974	6th St Waterline Improvements	02/11/19	2,580.69	42807	02/19/19
		122977	Bonney Industrial Discharge Facility	02/11/19	4,152.95	42807	02/19/19
		122983	PHASE 1 FINAL DESIGN	02/12/19	16,423.89	42807	02/19/19
	Total 712:				23,663.24		
720							
720	James C. Fulper dba Health Opt	81784	DOT Physical - scheel	01/15/19	95.00	42748	02/08/19
		81821MRO	PHYSICAL- TASSIE	01/17/19	40.30	42748	02/08/19
		81933	DOT Physical - TASSIE/STENSRUD	01/23/19	190.00	42748	02/08/19
	Total 720:				325.30		
746							
746	Jones-Scott co.	42521	Dirt-NUGENT PARK FIELD	01/22/19	94.75	42750	02/08/19
	Total 746:				94.75		
760							
760	Kennedy, Keith	NWLEADCO	NW LEADERSHIP CONF PER DIEM	03/05/19	1,110.86	42810	02/19/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 760:					1,110.86		
770							
770	KIE Supply Corp	488049	Park Maintenance	12/27/18	9.82	42752	02/08/19
		488390	Park Maintenance	12/28/18	27.49	42752	02/08/19
		491462	Water Dept Maintenance	01/09/19	34.08	42752	02/08/19
Total 770:					71.39		
785							
785	Kuhn Law Offices	1538	Legal Service	02/04/19	1,305.50	42811	02/19/19
		1539	Legal Services - Cal-Pine Property	02/04/19	340.00	42811	02/19/19
Total 785:					1,645.50		
786							
786	Kuo Testing Labs, Inc.	1810070	Marina Coliform Testing	10/17/18	53.79	42753	02/08/19
Total 786:					53.79		
914							
914	Mendoza, Guadalupe	022319	Per Diem WWET CONFERENCE	02/23/19	252.00	42758	02/08/19
Total 914:					252.00		
933							
933	Mid-American Research Chemic	0655659-IN	Nitrile Gloves	01/18/19	272.45	42759	02/08/19
Total 933:					272.45		
995							
995	Norco Inc.	25494632	POLICE DEPT MAINT	01/03/19	33.80	42760	02/08/19
		25703279	Cylinder Rental	01/31/19	43.12	42760	02/08/19
		25703279	Cylinder Rental	01/31/19	43.12	42760	02/08/19
Total 995:					120.04		
996							
996	North Central Labs of Wisc	418232	Sewer Test Supplies	01/24/19	216.73	42761	02/08/19
Total 996:					216.73		
1034							
1034	One Call Concepts, Inc.	9010504	Excavation Notices	01/31/19	65.67	42763	02/08/19
Total 1034:					65.67		
1052							
1052	Oregon Dept of Revenue	123118	State Court Assessments	12/31/18	30,012.31	42764	02/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1052:					30,012.31		
1053							
1053	Oregon Dept of State Lands	20599	Waterway Lease Fee	01/31/19	4,885.60	42765	02/08/19
Total 1053:					4,885.60		
1082							
1082	OXARC Inc.	30554948	STREET DEPT. MAINTENANCE	01/10/19	34.78	42815	02/19/19
Total 1082:					34.78		
1086							
1086	Pacific Power	0013FEB19	Hwy 395 & 730 Intertie Well	02/14/19	2,219.28	42817	02/19/19
		0013JAN19	Hwy 395 & 730 Intertie Well	01/16/19	2,697.68	42768	02/08/19
		0021JAN19	205 Powerline/McNary Ind Park/WWTP	01/31/19	8,498.33	42768	02/08/19
		0039JAN19	McFarland Well	01/31/19	1,574.05	42768	02/08/19
		0047JAN19	McNary Mobil Phase 2	01/30/19	269.85	42768	02/08/19
		0054JAN19	City Park Restrooms	01/31/19	421.90	42768	02/08/19
		0062FEB19	Shop Complex	02/14/19	30.75	42817	02/19/19
		0062JAN19	Shop Complex	01/16/19	26.68	42768	02/08/19
		0070FEB19	8th & F SE Corner	02/14/19	34.80	42817	02/19/19
		0070JAN19	8th & F SE Corner	01/18/19	38.22	42768	02/08/19
		0088FEB19	8th & E St SS Park	02/14/19	129.29	42817	02/19/19
		0088JAN19	8th & E St SS Park	01/16/19	141.42	42768	02/08/19
		0096JAN19	6th & A St Decorative Light	01/24/19	21.25	42768	02/08/19
		0104JAN19	Street Lights	01/24/19	2,400.19	42768	02/08/19
		0112FEB19	800 6th St PARK	02/14/19	38.73	42817	02/19/19
		0112FEB19	City Hall/Library	02/14/19	233.17	42817	02/19/19
		0112FEB19	City Hall/Library	02/14/19	233.17	42817	02/19/19
		0112FEB19	City Hall/Library	02/14/19	233.17	42817	02/19/19
		0112JAN19	800 6th St PARK	01/16/19	69.62	42768	02/08/19
		0112JAN19	800 6th St/City Hall/Library	01/16/19	242.90	42768	02/08/19
		0112JAN19	800 6th St/City Hall/Library	01/16/19	242.90	42768	02/08/19
		0112JAN19	800 6th St/City Hall/Library	01/16/19	242.90	42768	02/08/19
		0120FEB19	632 D ST	02/14/19	926.28	42817	02/19/19
		0120JAN19	632 D ST	01/16/19	801.46	42768	02/08/19
		0146FEB19	Bud Draper Dr	02/14/19	2,851.07	42817	02/19/19
		0146JAN19	Bud Draper Dr	01/16/19	3,359.26	42768	02/08/19
		0153FEB19	Water Booster Station	02/14/19	1,122.69	42817	02/19/19
		0153JAN19	Water Booster Station	01/16/19	1,319.75	42768	02/08/19
		0161FEB19	Water Tank Port	02/14/19	3,839.59	42817	02/19/19
		0161JAN19	Water Tank Port	01/31/19	3,469.55	42768	02/08/19
		0179JAN19	285 Radar Rd Booster Pump	01/30/19	567.15	42768	02/08/19
		0187FEB19	Div 7 Naches Ave Lift	02/14/19	32.28	42817	02/19/19
		0187JAN19	Div 7 Naches Ave Lift	01/30/19	32.04	42768	02/08/19
		0377JAN19	Bath House Marina	01/24/19	1,161.72	42768	02/08/19
		0385JAN19	Fish Cleaning Station				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Marina	01/24/19	17.87	42768	02/08/19
		0393JAN19	West End Comfort Station	01/31/19	17.87	42768	02/08/19
		0401JAN19	15 HP Pump Marina Levy	01/30/19	108.38	42768	02/08/19
		0419JAN19	Quincy Ave N 2nd Marina office bldg	01/24/19	145.55	42768	02/08/19
		0427JAN19	Marina Park	01/30/19	576.61	42768	02/08/19
		0435JAN19	1710 Quincy St Marina	01/24/19	757.62	42768	02/08/19
		0443FEB19	Umatilla Marina St Lights	02/14/19	189.93	42817	02/19/19
		0443JAN19	Umatilla Marina St Lights	01/15/19	193.19	42768	02/08/19
		0476JAN19	Variable Sign Hwy 730	01/30/19	26.37	42768	02/08/19
Total 1086:					41,556.48		
1126							
1126	Pioneer Asphalt, Inc.	19010044	Street Maintenance	01/15/19	164.02	42769	02/08/19
Total 1126:					164.02		
1133							
1133	Platt	U100480	PARKS DEPT MAINTENANCE	12/31/18	824.60	42770	02/08/19
		U124525	PARKS DEPT MAINTENANCE	12/31/18	45.16	42770	02/08/19
		U150774	PARKS DEPT MAINTENANCE	01/03/19	441.66	42770	02/08/19
		U155325	PARKS DEPT MAINTENANCE	01/03/19	64.75	42770	02/08/19
		U214503	PARKS DEPT MAINTENANCE	01/11/19	29.86-	42770	02/08/19
		U214522	PARKS DEPT MAINTENANCE	01/21/19	22.80	42770	02/08/19
		U232172	Street Dept Maintenance	01/14/19	7.00	42770	02/08/19
		U245680	Street Dept Maintenance	01/18/19	23.18	42770	02/08/19
		U249209	PARKS DEPT MAINTENANCE	01/18/19	49.45	42770	02/08/19
		U249228	City Hall Maintanane	01/16/19	22.68	42770	02/08/19
		U274128	Street Dept Maintenance	01/18/19	78.66	42770	02/08/19
		U279178	PARKS DEPT MAINTENANCE	01/21/19	10.50	42770	02/08/19
		U279183	Street Dept Maintenance	01/21/19	11.59	42770	02/08/19
		U287716	Street Dept Maintenance	01/23/19	129.58	42770	02/08/19
Total 1133:					1,701.75		
1178							
1178	Quill Corporation	4143922	Office Supplies	01/10/19	6.25	42771	02/08/19
		4143922	Office Supplies	01/10/19	1.24	42771	02/08/19
		4143922	Office Supplies	01/10/19	2.51	42771	02/08/19
		4143922	Office Supplies	01/10/19	3.75	42771	02/08/19
		4143922	Office Supplies	01/10/19	3.75	42771	02/08/19
		4143922	Office Supplies	01/10/19	2.51	42771	02/08/19
		4143922	Office Supplies	01/10/19	.36	42771	02/08/19
		4143930	Office Supplies	01/10/19	7.03	42771	02/08/19
		4143930	Office Supplies	01/10/19	1.40	42771	02/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		4143930	Office Supplies	01/10/19	2.82	42771	02/08/19
		4143930	Office Supplies	01/10/19	4.21	42771	02/08/19
		4143930	Office Supplies	01/10/19	4.21	42771	02/08/19
		4143930	Office Supplies	01/10/19	2.82	42771	02/08/19
		4143930	Office Supplies	01/10/19	.41	42771	02/08/19
		4145495	SUPPLIES	01/10/19	27.99	42771	02/08/19
		4145495	SUPPLIES	01/10/19	28.00	42771	02/08/19
		4288321	Office Supplies	01/14/19	1.49	42771	02/08/19
		4288321	Office Supplies	01/14/19	.30	42771	02/08/19
		4288321	Office Supplies	01/14/19	.60	42771	02/08/19
		4288321	Office Supplies	01/14/19	.89	42771	02/08/19
		4288321	Office Supplies	01/14/19	.89	42771	02/08/19
		4288321	Office Supplies	01/14/19	.60	42771	02/08/19
		4288321	Office Supplies	01/14/19	.07	42771	02/08/19
		4294779	Office Supplies	01/14/19	.00		
		4294779	Office Supplies	01/14/19	36.12	42771	02/08/19
		4294779	Office Supplies	01/14/19	.00		
		4294779	Office Supplies	01/14/19	.00		
		4294779	Office Supplies	01/14/19	.00		
		4294779	Office Supplies	01/14/19	.00		
		4294779	Office Supplies	01/14/19	.00		
		4294779	Office Supplies	01/14/19	.00		
		4327450	Office Supplies	01/15/19	4.10	42771	02/08/19
		4327450	Office Supplies	01/15/19	.82	42771	02/08/19
		4327450	Office Supplies	01/15/19	1.64	42771	02/08/19
		4327450	Office Supplies	01/15/19	2.46	42771	02/08/19
		4327450	Office Supplies	01/15/19	2.46	42771	02/08/19
		4327450	Office Supplies	01/15/19	1.64	42771	02/08/19
		4327450	Office Supplies	01/15/19	.25	42771	02/08/19
		4337891	SUPPLIES	01/16/19	2.57	42771	02/08/19
		4972833	Office Supplies	02/08/19	1.50	42818	02/19/19
		4972833	Office Supplies	02/08/19	.30	42818	02/19/19
		4972833	Office Supplies	02/08/19	.60	42818	02/19/19
		4972833	Office Supplies	02/08/19	.90	42818	02/19/19
		4972833	Office Supplies	02/08/19	.90	42818	02/19/19
		4972833	Office Supplies	02/08/19	.60	42818	02/19/19
		4972833	Office Supplies	02/08/19	.07	42818	02/19/19
		5052660	Office Supplies	02/13/19	.95	42818	02/19/19
		5052660	Office Supplies	02/13/19	.19	42818	02/19/19
		5052660	Office Supplies	02/13/19	.38	42818	02/19/19
		5052660	Office Supplies	02/13/19	.57	42818	02/19/19
		5052660	Office Supplies	02/13/19	.57	42818	02/19/19
		5052660	Office Supplies	02/13/19	.38	42818	02/19/19
		5052660	Office Supplies	02/13/19	.04	42818	02/19/19
		Total 1178:				164.11	
1193							
1193	Recorded Books, LLC	76171885	Books on Tape for Library	01/24/19	148.47	42773	02/08/19
		Total 1193:				148.47	
1255							
1255	Sanco Inc.	10480	Purefloc 22C9 Polymer	02/13/19	1,035.00	42820	02/19/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1255:					1,035.00		
1293							
1293	Shelco Electric Inc.	64536	KIWANIS PARK LIGHTS	01/31/19	6,189.00	42777	02/08/19
		64572	Wate Water Plant Repairs	02/11/19	675.00	42821	02/19/19
Total 1293:					6,864.00		
1332							
1332	Smitty's Ace Hardware	011719	water dept maintenance	05/09/96	39.95	42780	02/08/19
		594503	water dept maintenance	01/03/19	99.99	42780	02/08/19
		594527	PARKS MAINTENANCE	01/03/19	34.28	42780	02/08/19
		594825	Street EQUIP MAINT	01/09/19	10.36	42780	02/08/19
		595465	PARKS MAINTENANCE	01/18/19	65.97	42780	02/08/19
		596189	PARKS MAINTENANCE	01/30/19	19.99	42780	02/08/19
		DISCJAN19	DISCOUNT	01/31/19	4.51-	42780	02/08/19
		DISCJAN19	DISCOUNT	01/31/19	4.51-	42780	02/08/19
		DISCJAN19	DISCOUNT	01/31/19	4.51-	42780	02/08/19
Total 1332:					257.01		
1343							
1343	Specks Printing	7399	IMPOUND FORMS	01/22/19	190.00	42781	02/08/19
		7402	CITY LIBRARY ENV.	01/23/19	120.00	42781	02/08/19
Total 1343:					310.00		
1360							
1360	Sterling Codifiers	21813	City Code Supplement #26	12/27/18	1,017.00	42823	02/19/19
Total 1360:					1,017.00		
1387							
1387	Table Rock Analytical Lab	22440	Coliform drinking water tests	01/17/19	120.00	42783	02/08/19
		22478	Coliform drinking water tests	01/25/19	60.00	42783	02/08/19
		22493	Coliform drinking water tests	01/30/19	120.00	42783	02/08/19
Total 1387:					300.00		
1392							
1392	Talos Engineering, Inc.	1231	Cellular Texting System	02/01/19	55.00	42824	02/19/19
Total 1392:					55.00		
1418							
1418	The Police and Sheriffs Press	116215	Holoview Secure ID Cards	01/23/19	92.92	42784	02/08/19
		116505	Holoview Secure ID Cards	01/31/19	17.50	42825	02/19/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1418:					110.42		
1443							
1443	Tovey, Natalia	NWLEADCO	Per Diem for NW LEADERSHIP CONF 2019	02/19/19	170.00	42826	02/19/19
Total 1443:					170.00		
1463							
1463	Umatilla Chamber of Commerce	4THQTR18	4TH QTR SUPPORT 2018	12/31/18	5,250.00	42827	02/19/19
		4THQTR18	4TH QTR RECP 2018	12/31/18	4,289.89	42827	02/19/19
Total 1463:					9,539.89		
1471							
1471	Umatilla County Finance Dept	123118	County Court Assessment	01/23/18	4,007.51	42786	02/08/19
Total 1471:					4,007.51		
1478							
1478	Umatilla Elect. Coop. Assoc.	239JAN19	Lights for Waterfall	01/16/19	55.71	42787	02/08/19
		240JAN19	5 HP Sewer Pump Wildwood Elect	01/20/19	40.10	42787	02/08/19
		240JAN19	Street Light Electric	01/20/19	8.75	42787	02/08/19
		240JAN19	Hwy 730 / 395	01/20/19	8.00	42787	02/08/19
		240JAN19	Hwy 730 / McNary	01/20/19	8.00	42787	02/08/19
		2506FEB19	60 HP Pump	02/01/19	64.75	42828	02/19/19
		2506FEB19	BEACH ACCESS LIGHTS	02/01/19	80.50	42828	02/19/19
Total 1478:					265.81		
1488							
1488	Unifirst Corporation	1430231700	Bldg Maint/Supplies CH/Library	12/28/18	33.39	42788	02/08/19
		1430231700	Bldg Maint/Supplies CH/Library	12/28/18	51.73	42788	02/08/19
		1430231700	Bldg Maint/Supplies CH/Library	12/28/18	51.72	42788	02/08/19
		1430232180	Bldg Maint/Supplies CH/Library	01/04/19	33.39	42788	02/08/19
		1430232180	Bldg Maint/Supplies CH/Library	01/04/19	51.73	42788	02/08/19
		1430232180	Bldg Maint/Supplies CH/Library	01/04/19	51.72	42788	02/08/19
		1430232723	Bldg Maint/Supplies CH/Library	01/11/19	37.30	42788	02/08/19
		1430232723	Bldg Maint/Supplies CH/Library	01/11/19	57.78	42788	02/08/19
		1430232723	Bldg Maint/Supplies CH/Library	01/11/19	57.77	42788	02/08/19
		1430233205	Bldg Maint/Supplies CH/Library	01/18/19	33.39	42788	02/08/19
		1430233205	Bldg Maint/Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430233205	CH/Library	01/18/19	51.73	42788	02/08/19
			Bldg Maint/Supplies	01/18/19	51.72	42788	02/08/19
			CH/Library				
	Total 1488:				<u>563.37</u>		
1490							
1490	Uni-Tech Communications Inc.	13197	ADD LINE FOR PW DIRECTOR	01/24/19	311.26	42789	02/08/19
	Total 1490:				<u>311.26</u>		
1494							
1494	UNITED RENTALS INC	165627136-0	Equipment Rental-EXCAVATOR	01/31/19	282.32	42829	02/19/19
	Total 1494:				<u>282.32</u>		
1504							
1504	USA Bluebook Inc.	793422	Sewer Dept Maintenance	01/23/19	340.64	42790	02/08/19
	Total 1504:				<u>340.64</u>		
1520							
1520	Verizon Wireless	9822345008	2 Water Dept Lines	01/15/19	93.44	42791	02/08/19
		9823397224	2 Water Dept Lines	02/02/19	105.70	42830	02/19/19
		9823397224	PW AIR CARDS/PHONES	02/02/19	160.04	42830	02/19/19
		9823397224	Police Department Cell Phone Equipment	02/02/19	634.20	42830	02/19/19
		9823397225	Police Air Cards	02/02/19	326.99	42830	02/19/19
	Total 1520:				<u>1,320.37</u>		
1533							
1533	Walmart Community	P927300A01	Sewer Dept Supplies	01/08/19	190.61	42792	02/08/19
	Total 1533:				<u>190.61</u>		
1604							
1604	Wright, Bill	NWLEADCO	Per Diem 2019 NW Leadership Conf	02/19/19	170.00	42832	02/19/19
	Total 1604:				<u>170.00</u>		
1629							
1629	Jordan Ramis PC	153536	DEC 18 LEGAL SERVICES	12/31/18	3,619.00	42751	02/08/19
		153996	JAN 19 LEGAL SERVICES	01/28/19	10,673.00	42751	02/08/19
	Total 1629:				<u>14,292.00</u>		
1715							
1715	Ducote Consulting	1250	IWW PHASE 1	01/31/19	525.00	42731	02/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1715:					525.00		
1753							
1753	Jimmy's Johns Portable Toilets L	8448	Marina & RV Park - 2 Units	02/01/19	185.00	42809	02/19/19
Total 1753:					185.00		
1756							
1756	Cardiac Science Corporation	7345365	AED Electrodes	01/23/19	232.02	42724	02/08/19
Total 1756:					232.02		
1852							
1852	Linguistic Services	20413	Bilingual Assessment CLAUSTRO-SANGUINO	02/09/19	50.00	42812	02/19/19
Total 1852:					50.00		
1967							
1967	Curtis Blue Line	INV230806	Police Clothing Allowance- WRIGHT/VANDEVER	11/02/18	291.75	42729	02/08/19
Total 1967:					291.75		
2052							
2052	CI INFORMATION MANAGMEN	0077261	SHRED SERVICES	01/31/19	39.90	42796	02/19/19
		0077262	SHRED SERVICES	01/31/19	39.90	42796	02/19/19
Total 2052:					79.80		
2080							
2080	HORN,ESMERALDA	020719	MILEAGE REIMBURSEMENT- PENDLETON 2X	02/07/19	49.88	42745	02/08/19
Total 2080:					49.88		
2107							
2107	Buttercreek Sod, LLC	2017-604	6 ROLLS SOD	01/25/19	21.00	42722	02/08/19
Total 2107:					21.00		
2174							
2174	HERMISTON GLASS	40200	CITY HALL ENTRY HANDLE OFFICE	01/25/19	452.40	42805	02/19/19
Total 2174:					452.40		
2236							
2236	Seder Architecture + Urban Des,	4	Umatilla Civic Center Study	02/02/19	3,948.97	42774	02/08/19
Total 2236:					3,948.97		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2296							
2296	LAWSON PRODUCTS	9306398695	WATER DEPT MAINTENANCE	01/09/19	50.26	42755	02/08/19
Total 2296:					50.26		
2315							
2315	SENSUS USA, INC.	SENSUSRE	REGISTRATION JACQUELINE CALDERA	09/10/18	700.00	42138	Multiple
		SENSUSRE	REGISTRATION CASEY HORN	09/10/18	700.00	42138	Multiple
		SENSUSRE	REGISTRATION JACQUELINE CALDERA	09/10/18	700.00-		
		SENSUSRE	REGISTRATION CASEY HORN	09/10/18	700.00-		
Total 2315:					.00		
2355							
2355	STOCKDALE, DAVE	012519	PER DIEM - LOC DAY 2019	01/25/19	246.30	42782	02/08/19
Total 2355:					246.30		
2356							
2356	SMARSH, INC.	INV0046206	MONTHLY FEE JAN 2019	01/31/19	129.00	42779	02/08/19
Total 2356:					129.00		
2390							
2390	MIMM LLC	99016028-19	UTILITY REFUND-45 VANBUREN DR	02/20/19	90.00	42813	02/19/19
Total 2390:					90.00		
2395							
2395	JESSE RODRIGUEZ CONSTR	183254	OVERPAYMENT JIMMY OWENS	01/31/19	50.00	42749	02/08/19
		6THSTPROJ	6TH ST WATERLINE IMP PROJ 3RD PMT	02/19/19	111,292.17	42808	02/19/19
Total 2395:					111,342.17		
2424							
2424	Rae's Dayz Diner & Cakery, LLC	JAN312019	COUNCIL WORKSESSION MEAL	01/31/19	300.00	42772	02/08/19
Total 2424:					300.00		
2425							
2425	ORTIZ, GABRIEL	183370	BAIL REFUND WRONG COURT	12/31/18	50.00	42766	02/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2425:					50.00		
2426							
2426	WEHILIYE, GASSIM S	183494	OVERPAYMENT	01/31/19	235.00	42793	02/08/19
Total 2426:					235.00		
2427							
2427	LANDON TRANSPORT LOGIST	183352	OVERPAYMENT JESUS ALFONSO	01/31/19	38.00	42754	02/08/19
Total 2427:					38.00		
2428							
2428	HAPPELL, MARK	183522	OVERPAYMENT	01/31/19	235.00	42739	02/08/19
Total 2428:					235.00		
2429							
2429	PACIFIC CREST EXCAVATING	183582	OVERPAYMENT ZACHERY HAWKINS	01/31/19	235.00	42767	02/08/19
Total 2429:					235.00		
2430							
2430	TIKAL TRANSPORT LLC	183262	OVERPAYMENT MARIO PORRAS	01/31/19	235.00	42785	02/08/19
Total 2430:					235.00		
2431							
2431	CHICAGOAN LOGISTIC COMP	182937	OVERPAYMENT OLEH PODUFALYI	01/31/19	15.00	42727	02/08/19
Total 2431:					15.00		
2432							
2432	SEMIONOV, ALEXEI	190089	OVERPAYMENT	01/31/19	38.00	42776	02/08/19
Total 2432:					38.00		
2433							
2433	SEIDERS TRUCKING INC	183576	OVERPAYMENT CHRISTOPHER LINDSEY	01/31/19	38.00	42775	02/08/19
Total 2433:					38.00		
2434							
2434	MARQUEZ GONZALEZ, ISAAC	182769	OVERPAYMENT	01/31/19	235.00	42757	02/08/19
Total 2434:					235.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2435							
2435	GHERGHIN, ALEXANDRU C	183303	OVERPAYMENT	01/31/19	5.00	42736	02/08/19
	Total 2435:				5.00		
2436							
2436	ADAMS, ROBERT	022419	FTO TRAINING PER DIEM	02/24/19	316.25	42719	02/08/19
	Total 2436:				316.25		
2437							
2437	ADAMS, KILEE	29111004	UTILITY REFUND	01/02/19	78.50	42718	02/08/19
	Total 2437:				78.50		
2438							
2438	LIFT TECHNOLOGIES	3781	INSPECTION OF TRUCK LIFT	01/30/19	125.60	42756	02/08/19
	Total 2438:				125.60		
2439							
2439	OMSI	012919	PORTABLE PLANETARIUM PRESENTATION	01/29/19	163.25	42762	02/08/19
	Total 2439:				163.25		
2440							
2440	SIMTEK	1329	LEVEL TRANSDUCER	01/31/19	1,931.63	42778	02/08/19
		1332	REWIRE TIMER TO O1 GENERATOR	02/13/19	1,298.15	42822	02/19/19
	Total 2440:				3,229.78		
2441							
2441	RANDALL DINGER	POWERMO	SLIP RELEASED MOORAGE REFUND	02/13/19	171.47	42819	02/19/19
	Total 2441:				171.47		
2442							
2442	NOLAND DOOR CO INC.	47170	REPLACE ELECTRONIC LOCK -PD	01/31/19	667.38	42814	02/19/19
	Total 2442:				667.38		
2443							
2443	PACIFIC AERIAL SERVICES, I	2062	BOOM INSPECTION	02/11/19	310.00	42816	02/19/19
	Total 2443:				310.00		
2444							
2444	WAYNE WHERLEY	DRYSTORA	SLIP RELEASED				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			MOORAGE REFUND	02/13/19	20.00	42831	02/19/19
Total 2444:					20.00		
Grand Totals:					318,195.99		

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

MARCH 1, 2019

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

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>			<u>STATE</u>	<u>REFUNDS</u>
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$ 55,577.33	22,761.58	7.80	3899.62	26,981.33	\$ 1927.00

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

FINE TURNOVER FOR FEBRUARY 2019 IS \$22,761.58.

NO WEDDINGS WERE PERFORMED IN FEBRUARY 2019.

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

**CITY OF UMATILLA
COUNCIL WORKSHOP
January 25, 2019**

1. CALLED TO ORDER: Mayor Dedrick called the council meeting to order at 4:00pm.

2. ROLL CALL

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

Absent: Councilor Roxbury

Staff Present: Manager Stockdale, Planner Seitz, and Recorder Sandoval.

3. NEW BUSINESS

Resolution No. 39 – 2019 – A Resolution Authorizing the City Manager to Sign an Agreement with Vadata Sanitary Sewer Services for Property Located Along Lind Road Inside City Limits

Councilor TenEyck asked what the connection fee would cost for the latecomers. Manager Stockdale that it would be based on a percentage, and he did not have an actual number.

Councilor TenEyck moved to approve Resolution No. 39 – 2019 – A Resolution Authorizing the City Manager to sign an Agreement with Vadata Sanitary Sewer for Property Located Along Lind Road Inside City Limits. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Resolution No. 40 – 2019 – A Resolution Authorizing the City Manager to Sign a Memorandum of Agreement with Vadata Establishing Parameters for Finalization of an Agreement for Improvements to Lind Road and Other Potential Corresponding Transportation Improvements

Councilor Wheeler moved to approve Resolution No. 40 – 2019 – A Resolution Authorizing the City Manager to Sign a Memorandum of Agreement with Vadata Establishing Parameters for Finalization of an Agreement for Improvements to Lind Road and Other Potential Corresponding Transportation Improvements. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

It was moved by Councilor Smith to recess from regular meeting to open the public hearing. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Public Hearing on Ordinance No. 831 - It was moved by Councilor TenEyck to have a first reading on Ordinance No. 831 by title only. The motion was seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Recorder Sandoval read Ordinance No. 831 by title only. Ordinance No. 831 – An Ordinance Granting the Port of Umatilla and the City of Hermiston (Collectively, “Grantee”) a Nonexclusive Franchise (“Franchise”) for the Privileges to Use Public Rights-of-Way to Provide Non-Potable Water Services within the City of Umatilla (The “City”).

Mayor Dedrick opened the public hearing on Ordinance No. 831.

Public Hearing on Ordinance No. 831 – An Ordinance Granting the Port of Umatilla and the City of Hermiston (Collectively, “Grantee”) A Nonexclusive Franchise (“Franchise”) for the Privileges to Use Public Rights-of-Way to Provide Non-Potable Water Services within the City of Umatilla (The “City”)

Staff explained that this Franchise Agreement was necessary in order for the City of Hermiston to provide water services to the Vadata Centers located in Umatilla’s city limits. They would be using City of Umatilla’s rights-of-ways to provide non-potable water to the data centers.

There was no public comment or testimony.

Mayor Dedrick closed the public hearing at 4:20PM

Ordinance No. 831 - An Ordinance Granting the Port of Umatilla and the City of Hermiston (Collectively, “Grantee”) A Nonexclusive Franchise (“Franchise”) for the Privileges to Use Public Rights-of-Way to Provide Non-Potable Water Services within the City of Umatilla (The “City”)

Moved by Councilor TenEyck to approve Ordinance No. 831. Seconded by Councilor Chavez. Voted: 5-0. Motion carried.

4. ADJOURN

Moved by Councilor TenEyck to adjourn the meeting. Seconded by Councilor Smith. Voted: 5-0. Motion carried. Meeting adjourned at 4:40PM.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
COUNCIL WORKSHOP
January 31, 2019**

1. **CALLED TO ORDER:** Mayor Dedrick called the council workshop to order at 6:05PM.

2. **ROLL CALL**

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

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

3. **DISCUSSION ITEMS**

City Hall/Post Office Remodel – Mark Seger presented the draft plans for the City Hall and Post Office Remodel. He shared the vision of the civic center or corridor, which could be used to house special events throughout the year. He advised Council to budget at least \$400,000 for the project.

Council Goals – Council gave staff six different items they would like to see worked on. Those were: promote a vibrant community and increase quality of life, promoting economic development, utilize technology and social media to increase public relations, adopt a new CIP, and work on downtown revitalization. Staff was to come back with a report to adopt new council goals.

Meeting adjourned at 8:09PM.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
COUNCIL MEETING
February 07, 2019**

This meeting was rescheduled from February 05, 2019 due to inclement weather.

1. **CALLED TO ORDER:** Mayor Dedrick called the council meeting to order at 7:00pm.
2. **ROLL CALL**
Present: Councilors Funderburk, Roxbury, Smith, Wheeler, and TenEyck.
Absent: Councilor Chavez (excused).
Staff Present: Recorder Sandoval, Manager Stockdale, Finance Director Ince, Community Development Director Mabbott, and Chief Huxel.
3. **PLEDGE OF ALLEGIANCE:** Recited at 7:01PM
4. **APPROVAL OF AGENDA:** Councilor TenEyck moved to approve the agenda. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.
5. **CITY MANAGER'S REPORT**
General Updates/Announcements – This segment will be used to give general updates and or announcements.

“My Facebook Friend Says . . .” - Rumors can be devastating and fun sometimes. This segment is a tool to help us communicate with the public about any rumors that need to be addressed. It gives the opportunity to hear what the community is hearing about the City. This gives staff the opportunity to be prepared to clarify anything that might be out there. If this turns out to be a waste of time, we can scratch it. This will be a standing agenda item.

Utility Service Partners, Administrator for the National League of Cities – Dennis Lyon presented on a Service Line Warranty Program. The program helped address the public policy issue of ageing infrastructure. It did not cost the City anything to participate, could serve as an ongoing revenue stream for the city. They provided free public awareness campaign and educated homeowners on their lateral line responsibility. There were 3 different coverages that were provided. One was a sewer lateral and septic line coverage, the next one was a water line and well line coverage, and the last one was an interior plumbing and drainage coverage. The cost of all of these were less than \$25 per month for all 3 policies. There were no home inspections to sign up; a local licensed contractor would perform all the repairs to code; and city would not have to administer the program. A consensus was reached that this program should be available to the residents.

Lind Road Speed Limit Report – 5 speed limit signs were installed on Lind Road. These signs would help the Police Department enforce a safe speed limit. A map of where the signs were placed was presented to Council.

Finance Quarterly Report - Finance Director Ince presented her quarterly report. The City had a clean audit report, again. The audit was filed with the Secretary of State - Audits Division by the December 31, 2018 deadline. Administration costs were higher than

anticipated due to City Manager recruitment expenses and Vadata legal fees. There were two-budget work sessions scheduled on March 19th and April 16th. Budget documentation would be delivered one week prior to the formal budget meeting.

Community Development Quarterly Report – Community Development Director Mabbott updated Council on the recent projects around Umatilla. These projects included the Downtown Revitalization effort that had been in action for several years, The Vadata centers that had established a home in Umatilla, the Tourism and Destination Plan, the Public Parks & Trails. The City was experiencing a building boom, which will only continue to grow. The numbers were staggering over the last several years.

6. PUBLIC COMMENT

Bruce McLane – Mr. McLane stated he like the new approach to the agenda. It was easy to follow and the cover sheet worked to summarize what was being presented. He encouraged staff to keep going this way.

Boyd Sharp – Mr. Sharp announced that the Umatilla Museum would be bringing back the boat ferry rides to Landing Days this year. If anyone was willing to contribute or help, they needed to coordinate with a member of the Museum.

7. CONSENT AGENDA

It was moved by Councilor TenEyck to approve the Consent Agenda, which included paid invoices, January 8, 2019 minutes, January 15, 2019 minutes, January Court Report, Resolution No. 41 – 2019, Resolution No. 42, 2019, and Resolution No. 43-2019. Seconded by Councilor Smith. Voted: 5-0.

8. NEW BUSINESS

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 – Moved by Councilor TenEyck to approve Resolution No. 44 – 2019. Seconded by Councilor Funderburk. Voted: 5-0. Motion carried.

Resolution No. 45 – 2019 – A Resolution Adopting a Policy for Public Contracting and Purchasing – Moved by Councilor Roxbury to approve Resolution No. 45 – 2019. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

Resolution No. 46 – 2019 – A Resolution Defining City Council Policies and Procedures and Repealing Resolution No. 14 – 87 – Moved by Councilor TenEyck to add a rolling 12 month period for unexcused absences to the policy and approve Resolution No. 46 – 2019. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Moved by Councilor Smith to recess from Regular Council Meeting and open Public Hearing. Seconded by Councilor Funderburk. Voted: 5-0. Motion carried.

Public Hearing on Ordinance No. 832 – An Ordinance Amending Title 1, Chapter 6 of the Umatilla, Oregon City Code – Councilor TenEyck moved to have a first reading on Ordinance

No. 832 by title only. Seconded by Councilor Roxbury. Voted: 5-0. Motion carried. Recorder Sandoval read Ordinance No. 832 by title only, An Ordinance Amending Title 1, Chapter 6 of the Umatilla, Oregon City Code.

Moved by Councilor TenEyck to close the Public Hearing. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Ordinance No. 832 – An Ordinance Amending Title 1, Chapter 6 of the Umatilla, Oregon City Code – Moved by Councilor TenEyck to approve Ordinance No. 832. Seconded by Councilor Roxbury. Voted: 5-0 Motion carried.

9. CORRESPONDENCE: None.

10. PUBLIC COMMENT: None.

11. DISCUSSION ITEMS: None.

12. MAYOR'S MESSAGE: Mayor Dedrick thanked City Staff for all their hard work.

13. COUNCIL INFORMATION AND DISCUSSION

Councilor Smith thanked Staff for putting up with her.

Councilor TenEyck expressed his concern about distracted driving. He asked the audience to stay off their phones while driving because it was dangerous.

14. ADJOURN: Moved by Councilor TenEyck to adjourn the meeting. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried. Meeting adjourned at 9:08PM

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
COUNCIL WORKSHOP
February 19, 2019**

1. **CALLED TO ORDER:** Mayor Dedrick called the council workshop to order at 6:01 pm.

2. **ROLL CALL**

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

Absent: Councilor Roxbury and Councilor Smith (excused).

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

3. **CITY MANAGER'S REPORT**

Umatilla High School Skate Park Proposal - The BMX and Skateboard Club from UHS was requesting a skateboard park in Umatilla. They wanted a place where kids could hangout after school.

Library Quarterly Report - Library Director Lamaourex presented on the library's progress over the last quarter. The report included numbers on foot traffic and summaries on Trick-or-Treat on 6th Street and the Spanish Book Tasting event co-hosted by the Umatilla School District.

Chamber Semi - Annual Report – Kacie Evans updated the Council on the Chamber's progress over the last year. Highlights for 2018 for the Chamber included: Columbia River Walleye Anglers Association Spring Classic Tournament, the Distinguished Citizen Award Banquet, Umatilla Landing Days, Jobs & Housing Fair, City Manager Candidates Public Forum, Chamber Membership Appreciation BBQ, City Council/Mayor Public Forum, Fish'n the Brave, 3 Grand Opening Ribbon Cutting Ceremonies, and the implementation of the Oregon Travel Bike Friendly Business Program.

4. **ADJOURN TO EXECUTIVE SESSION**

Moved by Councilor TenEyck to adjourn to executive session at 7:36PM. Seconded by councilor Wheeler. Vote: 4-0. Motion carried.

5. **RECONVENE**

Council reconvened at 7:41PM to regular workshop.

6. **DISCUSSION ITEMS**

Taxi Voucher Program for Workforce – Community Development Coordinator Horn explained the program to Council. The program was part of the State Transportation Improvement Plan.

Social Media Policy – We are attempting to create a social media presence for the City. The Police Department already had one in place, but in order to do that we needed to create a policy to guide us. The policy being presented was essential a boiler plate one from CIS with a few

very small adjustments. Once we had this in place, we needed to start creating a social media presence.

Abandoned Buildings – Code and Planning Specialist Coffey had been working with building owners to address the issue of abandoned buildings. Staff was looking for direction from Council. There were a couple of singlewide homes that were no longer allowed in certain zones. If we adopted a simple provision in the code that allowed replacement of a like-for-like structure, then we have created an opportunity for housing and have gotten rid of an eyesore. The consensus was reached that the option was needed for the landowners. Councilor Funderburk expressed that she really appreciated Code and Planning Specialist Coffey and her willingness to work with the homeowners.

Enterprise Zone – Our Enterprise Zone agreement was expiring. Staff was seeking direction from Council in regards to including our neighboring cities, Echo and Stanfield. Four out of the five Vadata buildings located in the Port of Umatilla were constructed under the Enterprise Zone Agreement. The State has eased up over the requirements over the years. The current Enterprise Zone includes industrial lands in Stanfield and Echo, and the reason for that was that in 1997, the State had a discreet number. The City of Umatilla generously included Stanfield and Echo. There is no longer a limitation, so they could have their own if they wanted one. They are smaller cities. It has been nice for us to do that all along. It would be better for us to take care of our own industrial lands. It was necessary to bring the special tax districts to the table as well.

Councilor TenEyck stated that we needed to take care of Umatilla first. He was not clear on the ramifications of it, because he was not very knowledgeable.

A consensus was reached that we needed to do what was best for Umatilla.

Consent to Use Agreement and Permit with BOR - The City was pushing forward plans for the industrial wastewater pipeline from Vadata campus into the West Extension Irrigation District. We need an agreement between the City and the Bureau of Reclamation (BOR). The agreement permits the pumping of industrial wastewater into the BOR-owned canal and provide permission to use the canal for this purpose. This was a sustainable approach for the wastewater. This was an exciting and innovative approach to free up system capacity and will create an opportunity for revenue in the future if the City were to create a method to sell the water before it enters the canal.

Immediate Opportunity Fund Application for Lind Road – Staff was looking for funding opportunities to improve Lind Road, which was acquired in 2018 from the County. The road was in poor condition and in dire need of improvement. Vadata agreed to make certain road improvements as a condition of development when we annexed the road. The IOF program would award the City funds in the amount that matched the Vadata investment. Those funds could then be used to make additional road improvements.

Rights-of-Way Acquisition from ODOT – The City was interested in acquiring a parcel of land that is part of ODOT rights-of-way at the intersection of River Road and HWY 730. The land

was surplus after the intersection after the Sixth Street was realigned. The land also has a City owned sewer manhole. This was a gateway for the City and staff was looking at ways to beautify the entryway. We were hoping to acquire the property, but we are still in negotiations with ODOT.

Wage Scale / Salary Survey – City Manager Stockdale wanted to create 3 new positions for the City. Those were Administrative Services Manager, Parks and Recreation Manager, and Building Inspector/Official. The result of the analysis yielded a major deficiency in the City’s wage scale is the compensation of the City’s non-union police staff and most department heads. Most positions were slightly below or moderately below market. The new scale would increase to nine steps. It adjusted most positions to 3.5 – 6% to bring them up to market. We need to make sure we are competitive in the market.

Supplemental Budget Discussion – Each fiscal year we monitor how our budget is performing. In the current year, we have received unexpected revenue, which is always a good thing. The supplemental budget approves the entire amount, and we have to appropriate the revenue to specific expenditure line items. There were several things we had not budgeted for to help increase efficiency that are being included in the supplemental budget.

Meeting adjourned at 9:14PM

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

ORDINANCE NO. 833

AN ORDINANCE GRANTING THE PORT OF UMATILLA AND THE CITY OF HERMISTON (COLLECTIVELY, "GRANTEE") A NONEXCLUSIVE FRANCHISE ("FRANCHISE") FOR THE PRIVILEGE TO USE PUBLIC RIGHTS-OF-WAY TO PROVIDE NON-POTABLE WATER SERVICES WITHIN THE CITY OF UMATILLA (THE "CITY"); AND REPEALING ORDINANCE NO. 831 IN ITS ENTIRETY

WHEREAS, the City regulates and generally provides water services within the City; and,

WHEREAS, the City has the authority to regulate, and require a franchise, license or other use agreement to manage the use of public rights-of-way within the City; and

WHEREAS, the City believes that commercial development of data centers is a benefit to the citizens of the City; and

WHEREAS, the City does not currently have available sufficient non-potable water supply infrastructure to fully meet the industrial needs of users along that portion of Lind Road located within the City; and

WHEREAS, Grantee has executed an Agreement to provide non-potable water service to a proposed data center to be located within the City along Lind Road; and

WHEREAS, Grantee will use City rights-of-way to provide such water service within the City along Lind Road from the current location of the 42 inch water line of the Regional Water System; and

WHEREAS, the City and Grantee (collectively, the "Parties") now wish to establish the terms by which Grantee may use and occupy the public rights-of-way to provide such water service.

THE CITY OF UMATILLA, OREGON ORDAINS AS FOLLOWS:

SECTION 1. FRANCHISE GRANTED. Subject to the terms and conditions provided in this Franchise and further subject to the generally applicable rules, regulations and ordinances of the City, the City hereby grants to Grantee the nonexclusive right and privilege to occupy public rights-of-way along Lind Road to provide and maintain non-potable water supply and delivery service from the current location of the 42 inch water line of the Regional Water System.

It is expressly understood that certain streets, roads and public rights-of-way within the City are or may be under the jurisdiction of either the State of Oregon or Umatilla County. This Franchise does not intend to convey rights on, under or over property or facilities not within the City's jurisdiction.

SECTION 2. FRANCHISE NONEXCLUSIVE. The right and privilege hereby granted shall not be exclusive. The City expressly reserves the right, at any time during the Franchise, to grant rights or franchises similar to or different from those granted herein to other persons or corporations on a nondiscriminatory basis, as well as the right in its own name as a municipality to use said streets and roads for whatever purposes the City determines to be necessary, including the provision of municipal services to entities and person within the City. Notwithstanding the rights and privileges hereby granted, the siting of any new water lines or related infrastructure within public rights-of-way shall be subject to any generally applicable rules, and regulations of the City. Further, nothing in this Franchise shall be deemed a waiver by the City under Oregon's Territorial Allocation Statutes currently set forth in ORS Chapter 758. This Ordinance does not confer on Grantee any right, title or interest in any public rights-of-way beyond that expressly conferred herein, or confer any right or privilege to use or occupy any other property of the City or any other entity.

SECTION 3. PERFORMANCE BY GRANTEE. Grantees shall provide sufficient water conveyance infrastructure to provide non-potable water to industrial users along Lind Road from the current location of

the 42 inch water line of the Regional Water System.

SECTION 4. TERM. As of the "Effective Date," which is defined in Section 18 below, this Franchise shall be in full force and effect for an initial period of ten (10) years and will thereafter automatically renew for up to two (2) additional five (5)-year periods unless the City receives written notice of Grantee's intention to terminate no later than twelve (12) months prior to the date of expiration of the then applicable term period.

SECTION 5. FRANCHISE FEES.

(a) Grantee shall pay to the City a franchise fee or charge equivalent to five percent (5%) of Grantee's "Gross Operating Revenue," which shall mean the gross revenues actually received by Grantee from the sale of water and water services to the public within the corporate limits of the City using the public rights-of-way. The percentage of Gross Operating Revenues to be assessed by the City under this Section may be increased during the first and second 5-year periods of the Term so long as

(1) the City provides Grantee notice of such amendment no less than fourteen (14) months prior to the next automatic renewal of this Franchise, (2) such increase is issued on a non-discriminatory basis, and (3) at no time during the Term shall such fee assessment exceed the maximum amount allowed by law.

(b) The franchise fee shall be paid on or before the 30th of each April, July, October and January during the Term, beginning on January 30, 2019. The franchise fee shall be calculated based upon the Gross Operating Revenue received during the previous calendar quarter.

SECTION 6. INSURANCE REQUIREMENTS. Grantee shall provide and keep in force liability insurance in the amount of not less than one million dollars (\$1,000,000) for injury to a single person, one million dollars (\$1,000,000) to a group of persons and two million dollars (\$2,000,000) property damage, all relating to a single occurrence which shall be evidenced by a certificate of insurance filed with the City Finance Director. Said Certificate shall name the City as additional insured.

SECTION 7. SUCCESSORS. This Franchise shall be binding on all Grantee's authorized successors and assigns.

SECTION 8. LOCATION, INSTALLATION AND MAINTENANCE. The location, methods of installation, and maintenance of any infrastructure located by Grantee within public rights-of-way for the delivery of water shall be subject at all times to reasonable regulation by the Council of the City on a non-discriminatory basis; and all such facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. All such facilities shall be installed in accordance with any applicable federal, state, or local laws and shall be maintained in good repair by Grantee.

SECTION 9. STREET EXCAVATIONS AND RESTORATIONS.

(a) Subject to the provisions of this Franchise, Grantee may make necessary excavations in public rights-of-way for the purpose of constructing, installing, maintaining and operating its facilities. Except in emergencies, and in the performance of routine service connections and ordinary maintenance on private property, prior to making an excavation in the traveled portion of any right-of-way, bridge or public place, and, when required by the City, in any untraveled portion of any right-of-way, bridge, or any public place, Grantee shall obtain from the City approval of the proposed excavation and of its location, which approval shall not be unreasonably delayed, conditioned or withheld. Grantee shall give notice to the City by telephone, electronic data transmittal or other appropriate means prior to the commencement of service or maintenance work in public rights-of-way and as soon as is practicable after the commencement of work performed under emergency conditions.

(b) When any excavation is made by Grantee pursuant to this Franchise, Grantee shall promptly restore the affected portion of the public right-of-way, bridge or public place to the same condition it was in

prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration. If Grantee fails to promptly restore the affected portion of a public right-of-way to the same condition it was in prior to the excavation, the City may make the restoration, and the cost thereof shall be paid by the Grantee.

SECTION 10. INDEMNITY. To the extent allowed by law, Grantee shall indemnify and hold harmless the City, its officers, employees and agents, against and from any and all property damage and any and all third party claims, including all expenses of litigation, court costs and attorney fees arising from or caused by any wrongful or negligent act or omission of Grantee, its agents or employees with regards to construction, maintenance, operation, or repair of Grantee's use or occupation of the public rights-of-way pursuant to this Franchise.

SECTION 11. ASSIGNMENT OF FRANCHISE. Grantee may not assign or otherwise transfer its interest in this Franchise without the prior written consent of the City. Any approved successor or assignee shall sign an acceptance of this Franchise and shall file such written acceptance with the City within thirty (30) days of the assignment or transfer. Grantee may pledge or encumber this Franchise as part of a reorganization, financing or refinancing without consent but upon giving prior notice to the City.

SECTION 12. DEFAULT.

- (a) It shall be an Event of Default by Grantee if, after the City has provided thirty (30) days written notice to Grantee and has given Grantee an opportunity to cure:
1. Grantee violates any material term of the Franchise; or
 2. Grantee commits any act of fraud or deceit toward the City; or
 3. Grantee fails to obtain or maintain any permit required by, or otherwise fails to comply with, any applicable state laws, federal laws, or City ordinances adopted heretofore or hereafter during the Term of this Franchise, that are directly related to Grantee's use of the public rights-of-way pursuant to this Franchise.
- (b) The foregoing shall not constitute a substantial breach if the violation occurs without the fault of Grantee or occurs as a result of circumstances beyond Grantee's reasonable control. Grantee shall not be excused by mere economic hardship, nor misfeasance or malfeasance of its directors, officers or employees.

SECTION 13. REMEDIES OF DEFAULT. Upon an Event of Default that's not timely cured by Grantee as allowed under this Franchise (or upon Grantee's failure to initiate and diligently pursue the cure if it cannot reasonably be completed within the thirty (30) day notice period), the City may terminate this Franchise and extinguish all rights and privileges of Grantee under this Franchise.

SECTION 14. REMOVAL OF GRANTEE'S PROPERTY, ESCHEAT. All property and materials placed by Grantee pursuant to this Franchise in, on, upon, over, under or beneath any public rights-of-way, including highways, streets or alleys of this City, shall be removed by Grantee within one year after the expiration or termination of this Franchise, unless further time is granted by the City. Except as otherwise provided herein, if any of Grantee's property and materials are not timely removed, such remaining property shall be forfeited by Grantee and shall escheat to the City. The City may notify Grantee, however, that it waives forfeiture and escheat under this section and may thereafter bring legal action to compel such removal and restoration by Grantee or the payment of all the cost thereof by the Grantee.

SECTION 15. FEE NOT A TAX. The City Council determines that any fee imposed by this Franchise is not a tax subject to the property tax limitations of Article XI, Section 1(b) of the Oregon Constitution.

SECTION 16. SEVERABILITY. The invalidity of any section, clause sentence or provision of this Franchise shall not affect the validity of any other provision of this Franchise, which can be given effect without reference to the invalid part or parts. If any material portion of the Franchise becomes illegal, null or void so that the intent of the Franchise is frustrated, the Parties agree to negotiate in good faith replacement provisions to fulfill the intent of the Franchise consistent with applicable law.

SECTION 17. GOVERNING LAW. The laws of the State of Oregon shall govern this Franchise including its interpretation, performance and enforcement. Venue for resolution of any dispute arising under this Franchise shall be in the state circuit court located in Umatilla County, Oregon.

SECTION 18. EFFECTIVE DATE. This Franchise shall take effect thirty (30) days after its enactment by the Council of the City and approval by the City Manager ("Effective Date"), but shall become null and void unless, within sixty (60) days after such Effective Date, Grantee files written acceptance of the terms, conditions and obligations to be complied with or performed by it hereunder.

SECTION 19. NOTICES. All notices required under the terms of this Franchise to be given by any party shall be in writing and, unless otherwise specified in writing, shall be sent to the Parties at the following addresses:

CITY OF UMATILLA
City Manager
City of Umatilla
P.O. Box 130
Umatilla, OR 97882

REGIONAL WATER SYSTEM
Executive Director
Port of Umatilla
P.O. Box 879
Umatilla, OR 97882

City Manager
City of Hermiston
180 NE 2nd St
Hermiston, OR 97838.

SECTION 20. REPEAL. Ordinance No. 831 is hereby repealed.

PASSED and ADOPTED this ____ day of March 2019.

Voting yes, Council Members _____

Voting no, Council Members: _____

Absent Council Members: _____

Abstaining Council Members: _____

And SIGNED by the Mayor this 5th day of March, 2019

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

ACCEPTANCE

This franchise ordinance is accepted by the Port of Umatilla, an Oregon municipal corporation, this 15th day of February, 2019.

PORT OF UMATILLA, an Oregon municipal corporation



Executive Director

This franchise ordinance is accepted by the City of Hermiston, an Oregon municipal corporation, this 15th day of February, 2019.

CITY OF HERMISTON, an Oregon municipal corporation



City Manager

CITY OF UMATILLA, OREGON

AGENDA BILL

<u>Agenda Title:</u> Res 47-2019 A Resolution Amending the Compensation Plan for FY 2018-19 and Repealing Res 20-2018	<u>Meeting Date:</u> March 5, 2019
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<u>Department:</u> Finance	<u>Director:</u> Melissa Ince	<u>Contact Person:</u> Melissa Ince	<u>Phone Number:</u> 541-922-3226 x 104
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<u>Cost of Proposal:</u> CY Impact \$56,000	<u>Fund(s) Name and Number(s):</u> See Supplemental Budget
<u>Amount Budgeted:</u> Included in Supplemental Budget	

<u>Reviewed by Finance Department:</u> Yes	<u>Previously Presented:</u> February 19, 2019 Workshop
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<u>Attachments to Agenda Packet Item:</u> Res 47-2019, Schedule A Proposed Wage Scale
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Summary Statement:
City Manager Stockdale has completed his review of the City's organizational chart and has determined that it is in the City's best interests to hire a dedicated Building Inspector/Official and Administrative Services Manager to assist with daily accounting and administrative functions.

City administration used the Milliman 2018 Oregon Public Employers Salary Survey to compared the results of all Cities, and just Eastern Oregon, to the City's existing wage scale. In most cases, the results showed that the City is offering at least the mid-point and is fairly competitive. The major deficiency in the City's wage scale is the compensation of the City's non-union police staff and most department heads. No major changes were made to bring these levels up to the same competitive standard at this time.

In anticipation of continued growth, several positions were added to the proposed wage scale that will not be filled at this time (Human Resources Manager, multiple levels of City Planner, etc.)

Consistent with Council Goals:

RESOLUTION NO. 47-2019

**A RESOLUTION AMENDING THE COMPENSATION PLAN FOR FISCAL YEAR 2018-2019
AND REPEALING PAY PLAN AND POSITION LEVELS OF RESOLUTION NO. 20 - 2018**

WHEREAS, it is the intention of the City Council to review the employees' compensation on an annual basis; and

WHEREAS, the pay scale was last reviewed and amended on May 1, 2018 when non-union employees were granted a 2% cost of living adjustment effective July 1, 2018; and

WHEREAS, City Manager Stockdale has completed his review of the City's organizational chart and has determined it is in the best interests of the City to hire a dedicated Building Inspector/Official and Administrative Services Manager; and

WHEREAS, City administration used the Milliman 2018 Oregon Public Employers Salary Survey as a basis of comparing City wages to those of all Oregon Cities and Eastern Oregon; and

WHEREAS, this wage scale is designed to anticipate future City growth with the addition of several positions that will remain vacant until needed;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Umatilla, Oregon, that the pay plan adopted by Resolution 20-2018 and accompanying "position levels" of Resolution 20-2018 be repealed and superseded as follows:

Section 1: Schedule A attached sets forth the basic salary grade levels and increment steps for City of Umatilla employees, **EXCEPT** Police Bargaining Unit positions, to provide equitable pay for employees for fiscal year 2018-2019.

Section 2: Schedule B sets forth respective position titles which shall be assigned to the salary grade levels.

Section 3: Schedule C annualizes the pay schedule as required by our existing payroll program.

Section 4: This Resolution shall be effective, April 1, 2019.

Section 5: Current employees shall remain at the step closest to their current pay, with no employee taking a pay decrease. Employees will receive a step increase on their normal step date.

PASSED by the Council and Signed by the Mayor this 5th day of March, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**SCHEDULE A (Monthly)
Resolution #47-2019**

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A	2,571	2,650	2,732	2,817	2,904	2,994	3,086	3,182	3,280
B	3,104	3,200	3,299	3,401	3,507	3,615	3,727	3,842	3,961
C	3,459	3,565	3,676	3,789	3,907	4,027	4,152	4,280	4,413
D	3,660	3,773	3,889	4,010	4,134	4,262	4,393	4,529	4,669
E	4,290	4,423	4,559	4,700	4,846	4,996	5,150	5,310	5,474
F	5,193	5,326	5,462	5,602	5,746	5,893	6,044	6,196	6,352
G	6,024	6,147	6,272	6,400	6,531	6,664	6,800	6,939	7,081
H	6,028	6,157	6,347	6,544	6,746	6,955	7,170	7,391	7,620
I	7,593	7,748	7,906	8,068	8,232	8,400	8,572	8,747	8,880
J	7,637	7,832	8,033	8,239	8,451	8,667	8,889	9,117	9,351
K	7,735	7,974	8,221	8,475	8,737	9,007	9,286	9,573	9,819

SEASONAL PART-TIME AND TEMPORARY POSITIONS	\$11.00 TO \$30.00/HR
ON CALL PAY	\$225/WEEKEND
BILINGUAL PAY INCENTIVE	\$75/PAY PERIOD

**SCHEDULE B
POSITIONS GROUPED BY SALARY GRADE LEVEL**

Grade Level	Position Title
A	Library Aide
B	Office Clerk
C	Maintenance Worker I, Senior Office Clerk, Utility Clerk, Court Clerk
D	Accounting Tech, Deputy City Recorder, Library Director, Maintenance Worker II, Municipal Judge
E	Public Works Lead, Community Development Coordinator, City Recorder
F	Associate Planner, Building Official/Inspector, Certified City Recorder
G	Administrative Services Manager, Development & Recreation Manager, Public Works Supervisor, Senior Planner
H	Certified & Licensed Building Official/Inspector, Human Resources Manager, Public Works Superintendent, Principal Planner, Police Sergeant
I	Community Development Director, Police Lieutenant
J	Public Works Director
K	Finance & Administrative Services Director, Police Chief
by Contract	City Manager

SCHEDULE C (Annual)

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A	30,849	31,803	32,787	33,801	34,846	35,924	37,035	38,180	39,361
B	37,252	38,404	39,592	40,816	42,079	43,380	44,722	46,105	47,531
C	41,502	42,786	44,109	45,473	46,880	48,330	49,824	51,365	52,954
D	43,915	45,274	46,674	48,117	49,606	51,140	52,721	54,352	56,033
E	51,480	53,072	54,714	56,406	58,150	59,949	61,803	63,714	65,685
F	62,312	63,909	65,548	67,229	68,953	70,721	72,534	74,356	76,223
G	72,287	73,762	75,267	76,803	78,371	79,970	81,602	83,268	84,967
H	72,332	73,882	76,167	78,523	80,951	83,455	86,036	88,697	91,440
I	91,117	92,977	94,874	96,811	98,786	100,802	102,859	104,959	106,557
J	91,640	93,990	96,399	98,871	101,406	104,007	106,673	109,409	112,214
K	92,820	95,691	98,651	101,702	104,847	108,090	111,433	114,879	117,825

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:
Supplemental Budget Resolutions

Meeting Date:
March 5, 2019

Department:
Finance

Director:
Melissa Ince

Contact Person:
Melissa Ince

Phone Number:
541-922-3226 x
104

Cost of Proposal:
Supplemental Budget \$1,025,622
Transfer of Appropriations \$103,000

Fund(s) Name and Number(s):
See Attached Resolutions

Amount Budgeted:
N/A

Reviewed by Finance Department:
Yes

Previously Presented:
February 19, 2019 Workshop

Attachments to Agenda Packet Item:
Res 48-2019, Res 49-2019, Res 50-2019

Summary Statement:

Each fiscal year administration monitors budget performance to ensure that the City does not exceed its budget allocations. In the current fiscal year we have received quite a bit of unexpected revenue including:

- \$200,000 higher than budgeted property tax collections
- \$52,500 higher than budgeted General Fund beginning balance
- \$7,000 STF Disabled Taxi Program revenue
- \$6,000 Kiwanis Park donation
- \$10,122 Insurance claim proceeds on police vehicle
- \$10,000 contribution from CTUIR for vegetation management plan
- \$13,897 Oregon Energy Trust incentives
- \$740,000 Loan proceeds 6th Street Waterline Project

The total of these receipts, \$1,025,622, is the proposed amount of the supplemental budget. The first resolution approves the entire supplemental budget amount. The second resolution appropriates the revenue to specific expenditure line items.

In addition to the supplemental budget, there is a third resolution transferring funds from operating contingencies to cover higher than anticipated legal fees relating to the SIP agreement and Vadata agreements, Building Fund expenditures resulting in the creation of a dedicated Building Inspector/Official, and transferring funds from Transient Room Tax materials and services into personnel as a result of increased tourism/event related job duties of the Community Development Department staff.

Consistent with Council Goals:

RESOLUTION NO. 48-2019

**A RESOLUTION ADOPTING SUPPLEMENTAL BUDGET
FOR FISCAL YEAR 2018-19**

BE IT RESOLVED, the City Council of the City of Umatilla hereby adopts the supplemental budget for fiscal year 2018-19, in the total sum of \$1,025,622.00, now on file at City Hall, 700 6th Street, Umatilla, Oregon 97882.

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

RESOLUTION NO. 49-2019

**A RESOLUTION MAKING APPROPRIATIONS FOR THE
2018-19 SUPPLEMENTAL BUDGET**

BE IT RESOLVED that the Umatilla City council hereby increases appropriations in the current 2018-19 fiscal year budget and that the 2018-19 supplemental budget totaling \$1,025,622.00 is appropriated as follows:

GENERAL FUND

Administration Regular Earnings	\$ 13,000
Administration Miscellaneous Expense	\$ 52,500
Planning Department Regular Earnings	\$ 7,000
Planning Department Training	\$ 7,500
Parks Department Regular Earnings	\$ 1,000
Parks Department Training	\$ 1,200
Code Enforcement Training	\$ 1,000
Taxi Program	\$ 6,000
Taxi Supplies	\$ 1,000
Operating Contingency	\$ 124,300

GENERAL FUND TOTAL **\$ 214,500**

CAPITAL RESERVE FUND

Park Expansion & Improvements	\$ 6,000
Police Vehicle	\$ 10,122
Computer Support	\$ 20,000
Water Dept Equipment	\$ 9,000
Sewer Dept Equipment	\$ 9,000
Street Dept Equipment	\$ 7,000

CAPITAL RESERVE FUND TOTAL **\$ 61,122**

TRANSIENT ROOM TAX FUND

River Front Development	\$ 10,000
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TRANSIENT ROOM TAX FUND TOTAL **\$ 10,000**

WATER RESERVE FUND

Engineering	\$ 70,000
Water System Improvements or Repairs	\$ 670,000

WATER RESERVE FUND TOTAL

\$ 740,000

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

RESOLUTION NO. 50-2019

**A RESOLUTION TRANSFERRING FUNDS AND
APPROPRIATIONS WITHIN THE GENERAL, BUILDING DEPARTMENT AND TRANSIENT
ROOM TAX FUNDS
FOR FISCAL YEAR 2018-19**

WHEREAS, the Umatilla City Council must avoid overspending appropriations budgeted for a single fund or department; and,

WHEREAS, a resolution is required by ORS 294.450 to transfer appropriations; and,

WHEREAS, certain approved expenditures were higher than originally anticipated and mid-year personnel changes are anticipated.

NOW, THEREFORE BE IT RESOLVED that the Umatilla City Council does hereby authorize transfer of the following appropriation and budgeted funds:

GENERAL FUND

From:	01-99-5-21	Operating Contingency	\$ 60,000
To:	01-72-3-20	Attorney Fees	\$ 60,000

Reason: Adjustment necessary due to higher than anticipated legal fees related to SIP agreement and Vadata agreements.

BUILDING DEPARTMENT FUND

From:	09-70-5-21	Operating Contingency	\$ 38,000
To:	09-70-2-10	Regular Earnings	\$ 30,000
To:	09-70-3-57	Training	\$ 8,000

Reason: Adjustment necessary due to hiring dedicated Building Inspector/Official and providing required training.

TRANSIENT ROOM TAX FUND

From:	13-70-3-35	City Activities/Projects	\$ 5,000
To:	13-70-2-10	Regular Earnings	\$ 5,000

Reason: Adjustment necessary due to additional tourism/event related job duties of Community Development personnel.

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

<u>Agenda Title:</u> Wanapa Road transfer and approval of deed	<u>Meeting Date:</u> March 5, 2019
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<u>Department:</u> Community Development	<u>Director:</u> Tamra Mabbott	<u>Contact Person:</u> Tamra Mabbott or Scott Coleman	<u>Phone Number:</u> X101
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<u>Cost of Proposal:</u> No direct cost. Future Maintenance Cost. <u>Amount Budgeted:</u> N/A	<u>Fund(s) Name and Number(s):</u> N/A
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<u>Reviewed by Finance Department:</u> Yes	<u>Previously Presented:</u> Yes, December 2018
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<u>Attachments to Agenda Packet Item:</u> 1) Resolution No 51 - 2019 2) Signed Acceptance of Suitability 3) Right of Way Sketch 4) Deed

<u>Summary Statement:</u> City, Confederated Tribes of the Umatilla Indian Reservation and Oregon Department of Corrections negotiated a Memorandum in 2015 whereby city would accept Wanapa Road once it was improved to meet city standards. Funds to improve the road was an earmark from the Oregon Legislature. The Road provides vital access to Eastern Oregon Correctional Institute, Industrial

Lands owned by the Port of Umatilla and lands owned by the CTUIR. Sewer, water and fiber are located within the right of way.

Consistent with Council Goals:

RESOLUTION NO. 51-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A DEED FOR WANAPA ROAD

WHEREAS, the City of Umatilla “City” and Confederated Tribes of the Umatilla Indian Reservation “CTUIR” and Oregon Department of Corrections “ODOC” entered into a Cooperative Improvement Agreement for Wanapa Road on July10, 2015; and

WHEREAS, the City agreed, as part of the Cooperative Agreement, to accept “the Project” aka Wanapa Road, as a city street if the road was completed and constructed in accordance with the intent established by the drawings, plans, specifications, and deliverables so as to declare that the road is structurally sound; and

WHEREAS, the City approved Resolution No. 31-2019 on December 4, 2018, authorizing the City Manager to Sign the Notice of Acceptability for Wanapa Road; and

WHEREAS, the City Manager approved the Notice of Acceptability of Work on December 6, 2019.

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

1. The City Manager is authorized to sign and record a deed to accept a land transfer from the State of Oregon, by and through its Department of Corrections.

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

NOTICE OF ACCEPTABILITY OF WORK

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

November 26, 2018

Date Project is Ready for Final Payment

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

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

Anderson Perry & Associates, Inc.



(Authorized Signature)

By: Dave Johnson
(Name)

Title: Project Engineer

Date: November 26, 2018

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

Confederated Tribes of the Umatilla Indian Reservation



(Authorized Signature)


By: William D. Tavey
(Name)

Title: DECD Director

Date: 11/28/18

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

The City of Umatilla, Oregon



(Authorized Signature)

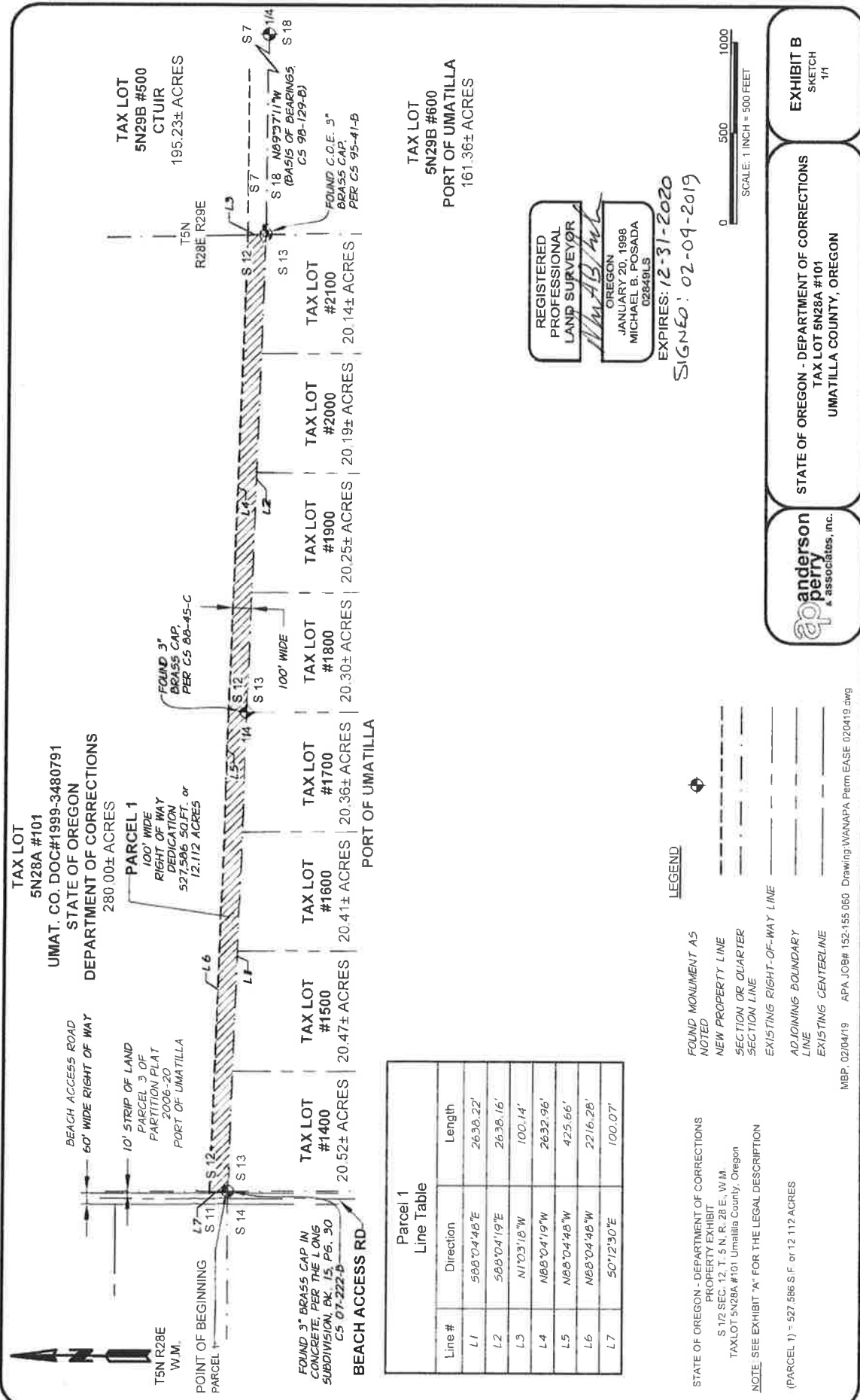
By: David Stockdale
(Name)

Title: City Manager

Date: 12/6/19

cc: Contractor

Exhibit B



Parcel 1 Line Table

Line #	Direction	Length
L1	S88°04'48"E	2638.22'
L2	S88°04'19"E	2638.16'
L3	N1°03'18"W	100.14'
L4	N88°04'19"W	2632.96'
L5	N88°04'48"W	425.66'
L6	N88°04'48"W	2216.28'
L7	S01°23'0"E	100.07'

REGISTERED PROFESSIONAL LAND SURVEYOR
MICHAEL B. POSADA
02848LS
EXPIRES: 12-31-2020
SIGNED: 02-04-2019

- LEGEND
- FOUND MONUMENT AS NOTED
 - NEW PROPERTY LINE
 - SECTION OR QUARTER SECTION LINE
 - EXISTING RIGHT-OF-WAY LINE
 - ADJOINING BOUNDARY LINE
 - EXISTING CENTERLINE

STATE OF OREGON - DEPARTMENT OF CORRECTIONS
PROPERTY EXHIBIT
S 1/2 SEC. 12, T. 5 N. R. 28 E., W. M.
TAX LOT 5N28A #101, Umatilla County, Oregon
NOTE: SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTION
(PARCEL 1) = 527,586 S. F. or 12.112 ACRES

SCALE: 1 INCH = 500 FEET
0 500 1000

anderson perry
& associates, inc.

STATE OF OREGON - DEPARTMENT OF CORRECTIONS
TAX LOT 5N28A #101
UMATILLA COUNTY, OREGON

EXHIBIT B
SKETCH
1/1

MBP: 02/04/19 APA JOB# 152-155 060 Drawing: WANAPA Perm EASE 020419.dwg

After recording, return to:

*City Recorder
PO Box 130
Umatilla, Oregon 97882*

*Until a change is requested, all tax statements
shall be sent to the following address:*

Oregon Department of Corrections
Attn: Central Accounting
2575 Center St. NE
Salem, Oregon 97301-4667

BARGAIN AND SALE DEED

The State of Oregon, by and through its Department of Corrections (Grantor), conveys to the City of Umatilla, an Oregon municipal corporation (Grantee), the real property located in Umatilla County, Oregon, described on the attached Exhibit A (the "Property"), EXCEPTING AND RESERVING to Grantor and Grantor's successors and assigns, all minerals as defined in ORS 273.775(1), including soil, clay, stone, sand, and gravel, and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for, and removing, such minerals, materials, and geothermal resources; provided, however, that the Grantor shall not prospect for, explore, mine, extract, drill for, or remove, such minerals, materials, and geothermal resources without the express written consent of the owner or owners of the surface estate of the Property described in this deed. In the event use of the Property by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from Grantor to the extent of the diminution in value of the Property, based on the actual use by the surface rights owner at the time Grantor or its lessee conduct any of the above activities.

The true consideration for this conveyance is no money, but for other valuable consideration, the receipt of which is hereby acknowledged.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE

UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, _____.

GRANTOR:

STATE OF OREGON, acting by and through its
Department of Corrections

By: _____

Name: Jim Paul

Title: Assistant Director, Administrative Services
Division

STATE OF OREGON)
)SS
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on _____,
_____, by Jim Paul, as Assistant Director, Administrative Services Division, of the State of
Oregon, Department of Corrections.

Notary Public for Oregon
My commission expires: _____

**EXHIBIT A
TO
BARGAIN AND SALE DEED**

A parcel of land located in the South One-half of Section 12, Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of that property described in that Stipulated Final Judgement, Case No. CV97-0556, recorded April 12, 1999 as Document No. 1999-3480791 of Umatilla County Records, said Judgement vesting said property to the State of Oregon, by and through its Department Of Corrections. Said parcel being that portion of said Property contained in a strip of land 100 feet in width. Said 100 foot wide strip of land being the South 100 feet of Section 12, more particularly described as follows:

Beginning at the Southwest corner of said Section 12, marked by a 3" brass cap; Thence S88°04'48"E, along the South line of said Section 12, 2638.22 feet, to the South One-quarter corner of said Section 12, marked by a 3" brass cap; Thence S88°04'19"E, continuing along said South line of Section 12, 2638.16 feet, to the Southeast corner of said Section 12, marked by a 3" brass cap; Thence N1°03'18"W, along the East line of said Section 12, 100.14 feet; Thence N88°04'19"W, parallel with and 100.00 feet Northerly of said South line of Section 12, 2632.96 feet; Thence N88°04'48"W , continuing parallel with and 100.00 feet Northerly of said South line of Section 12, 425.66 feet; Thence N88°04'48"W, continuing parallel with and 100.00 feet Northerly of said South line of Section 12, 2216.28 feet to the West line of said Section 12; Thence S0°12'30"E, along the West line of said Section 12, 100.07 feet to the point of beginning of this description.

All as shown labelled "Parcel 1" on Exhibit B, attached to this description

CITY OF UMATILLA, OREGON

AGENDA BILL

<u>Agenda Title:</u> Res 52-2019 – A resolution authorizing City Manager Stockdale to sign a grant agreement between the City of Umatilla and the Wildhorse Foundation for use in the police department’s mobile data upgrade	<u>Meeting Date:</u> March 5, 2019
--	---------------------------------------

<u>Department:</u> Finance	<u>Director:</u> Melissa Ince	<u>Contact Person:</u> Melissa Ince	<u>Phone Number:</u> 541-922-3226 x 104
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<u>Cost of Proposal:</u> \$20,000 Grant Revenue	<u>Fund(s) Name and Number(s):</u> Capital Reserve 05-70-4-90 – Police Equipment Reserve
<u>Amount Budgeted:</u> Total upgrade cost budgeted \$45,000	

<u>Reviewed by Finance Department:</u> Yes	<u>Previously Presented:</u> N/A
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<u>Attachments to Agenda Packet Item:</u> Res 52-2019, Wildhorse Foundation Grant Agreement Form

Summary Statement:
In the current fiscal year budget the City Council approved the purchase of seven mobile notebooks to replace the current outdated tablets in the police vehicles. To offset some of the cost of the upgrade, Chief Huxel submitted a grant application to the Wildhorse Foundation. The Wildhorse Foundation has awarded the City a \$20,000 grant for use on the mobile data upgrade. This resolution authorizes City Manager Stockdale to sign the Grant Agreement Form and accept the \$20,000 grant.

Consistent with Council Goals:

RESOLUTION NO. 52-2019

**A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE TO SIGN A
GRANT AGREEMENT BETWEEN THE CITY OF UMATILLA AND THE
WILDHORSE FOUNDATION FOR USE IN THE POLICE DEPARTMENT'S MOBILE
DATA UPGRADE**

WHEREAS, in the current fiscal year budget, the City Council approved the replacement of seven mobile notebooks to replace the current outdated tablets in the police vehicles; and

WHEREAS, to offset some of the cost of the upgrade, the Police Chief submitted a grant application to the Wildhorse Foundation; and

WHEREAS, the City was notified on February 14, 2019 that a grant in the amount of \$20,000 was awarded to the Umatilla Police Department for the mobile data upgrade.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize City Manager Stockdale, or his designee, to sign the Wildhorse Grant Agreement form; and

RESOLVED that City Manager Stockdale, or his designee, is authorized to accept a \$20,000 grant from the Wildhorse Foundation for the specific use as described in this resolution.

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

WILDHORSE FOUNDATION
Grant Agreement Form

ACCEPTANCE OF GRANT:

The grant to your organization from Wildhorse Foundation is made solely for the purpose(s) described in the grant objectives below. Payment of the grant is conditioned on your acceptance of the terms described in this agreement. Your final report is due at the end of the project period stated below. The Final Report you must complete can be found by logging into your Wildhorse Foundation account or by visiting www.TheWildhorseFoundation.com. Please sign and return one copy of *this* document, *retaining a copy for your file*, as evidence of your understanding of, and agreement with the terms outlined below:

Grantee Contact Information: Umatilla Police Department
Ms. Darla Huxel
P.O. Box 130
Umatilla, OR 97882

Amount of grant: \$20,000.00

Project period: 2/15/2019 to 6/30/2019

Grant objectives: Mobile Data Upgrade

TERMS OF GRANT

1. USE OF FUNDS GRANTED: This grant is made expressly and solely for purposes stated in the grant objectives. The funds provided may be spent only in accordance with the provisions and budget in the application submitted. The program is subject to modification only with Foundation's prior written approval, requested a minimum of one month in advance of any potential modification.

2. EXPENDITURE RESPONSIBILITY: The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. All funds distributed by the Foundation will be spent within a year from the grant award or by the project end date indicated in the proposal application if the project length is greater than one year. Exceptions must be approved by the Foundation Board of Directors. Grantee will return to the Foundation any unexpended funds at the close of the project period, unless otherwise authorized by the Foundation Board of Directors through the granting of a time limited waiver. Funds also will be returned if the Foundation determines that the grantee has not performed in accordance with the Grant Agreement or satisfied the specific conditions of the approved program and its supporting budget.

3. REPORTS: The grantee will notify the Foundation of any changes in administrative or project management staff. The Foundation requires a financial and narrative report from the grantee covering the use of funds received from the Foundation, due upon completion of the project. The format of the financial section of this report should be consistent with that of the budget as it was approved by the Foundation and show a comparison of actual to budgeted

expenditures. The narrative report will contain the information requested in the Foundation's Grantee Report form, which will be sent to the grantee with the contract. Interim reports may be requested by the Foundation.

4. PROGRAM MONITORING: In order to assist the effectiveness of our grants, the Foundation may conduct an evaluation of the program funded by this grant, which may include visits by representatives of the Foundation to observe the Grantee's program procedures and operations and discuss the program with Grantee personnel. The grantee will allow access to the site, books, records and personnel for monitoring purposes.

5. PUBLICITY: Announcements of the grant award will be made by the Foundation and may be announced by the grantee. When you issue a press release about this grant project, please copy the Foundation staff with the text of the release.

6. INSURANCE: The grantee assures that liability and property insurance is held current by the grantee at a level considered adequate for program operations.

7. SPECIAL CONDITIONS:

8. LIMIT OF COMMITMENT: Unless otherwise provided in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the grantee.

We are pleased that Wildhorse Foundation is able to make this grant to your organization, and wish you continued success. Your check will be presented after you return this signed grant agreement form and complete any special conditions requirements listed above.

Authorizing Official (Print)

Date

Authorizing Official (Signature)

Date



Wildhorse Foundation Administrator

02/15/2019

Date

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 53-2019 – A Resolution Adopting an Administrative Policy and Procedure for Adverse Weather or Emergency Office Closure

Meeting Date:

March 5, 2019

Department:

Administration

Director:

Dave Stockdale

Contact Person:

Dave Stockdale

Phone Number:

541-922-3226x102

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 53-2019, Administrative Policy and Procedure for Adverse Weather and Emergency Office Closure

Summary Statement:

The City of Umatilla does not have a formal policy in place for Adverse Weather Condition or Emergency Closure. The Council desires to have policies in place that govern the safety of staff and the public that visits our facilities. To that end, staff is proposing the following policy that would allow the City Manager to make decisions for temporary closures.

Consistent with Council Goals:

RESOLUTION NO. 53-2019

**A RESOLUTION ADOPTING AN ADMINISTRATIVE POLICY AND PROCEDURE
FOR ADVERSE WEATHER OR EMERGENCY OFFICE CLOSURE**

WHEREAS, the City Council desires a comprehensive set of general guidelines and policies governing all personnel matters for all city employees, including adverse weather conditions and emergency closures, and other aspects of public employment and city service; and

WHEREAS, the City of Umatilla has no formal policy on adverse weather or emergency closure; and

WHEREAS, it is the desire of the City Council to ensure the safety of all staff and the public that visits City facilities.

NOW, THEREFORE, BE IT RESOLVED:

1. The following policy and procedure shall be adhered to
2. This policy will be retroactive to February 1, 2019

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



Administrative Policy and Procedure City of Umatilla, Oregon

SUBJECT: Adverse Weather or Emergency Office Closure		
Effective Date: 2/1/2019	Policy No.	Pages: 2
Develop By: Dave Stockdale, City Manager	Department Head Approval: Dave Stockdale, City Manager	City Manager Approval: Dave Stockdale, City Manager

1. PURPOSE

1.1 In accordance to Resolution No. 22-2018 and the Umatilla Employee Handbook the following policy provides a procedure for office closures due to adverse weather conditions or other emergencies.

2. RESPONSIBILITIES

2.1 The City Manager, or his/her designee, may temporarily adjust office hours or close City offices because of adverse weather conditions or other emergencies.

3. PROCEDURES

3.1 Decision. In accordance with Section 2.1 above, the City Manager will determine when and for what duration offices will be closed. When this decision is made, it will be communicated to the City Recorder.

3.2 General Notification: Whenever possible, morning closure notifications will be made to the City Recorder by 6:00 a.m. All other closure notifications will be made available as quickly as reasonably possible to the public and to staff.

3.3 Notification to Public. Once notified by the City Manager, the City Recorder will post notification regarding the temporarily amended office hours on the City's website, social media accounts, emergency notification system, and any other effort reasonable to communicate the information to the public and send the notification to local print and televised media. The City Recorder will also coordinate with the Public Works Department to post a notification on all entry doors to City Hall, Library, or any other facility that is frequently open to the general public.

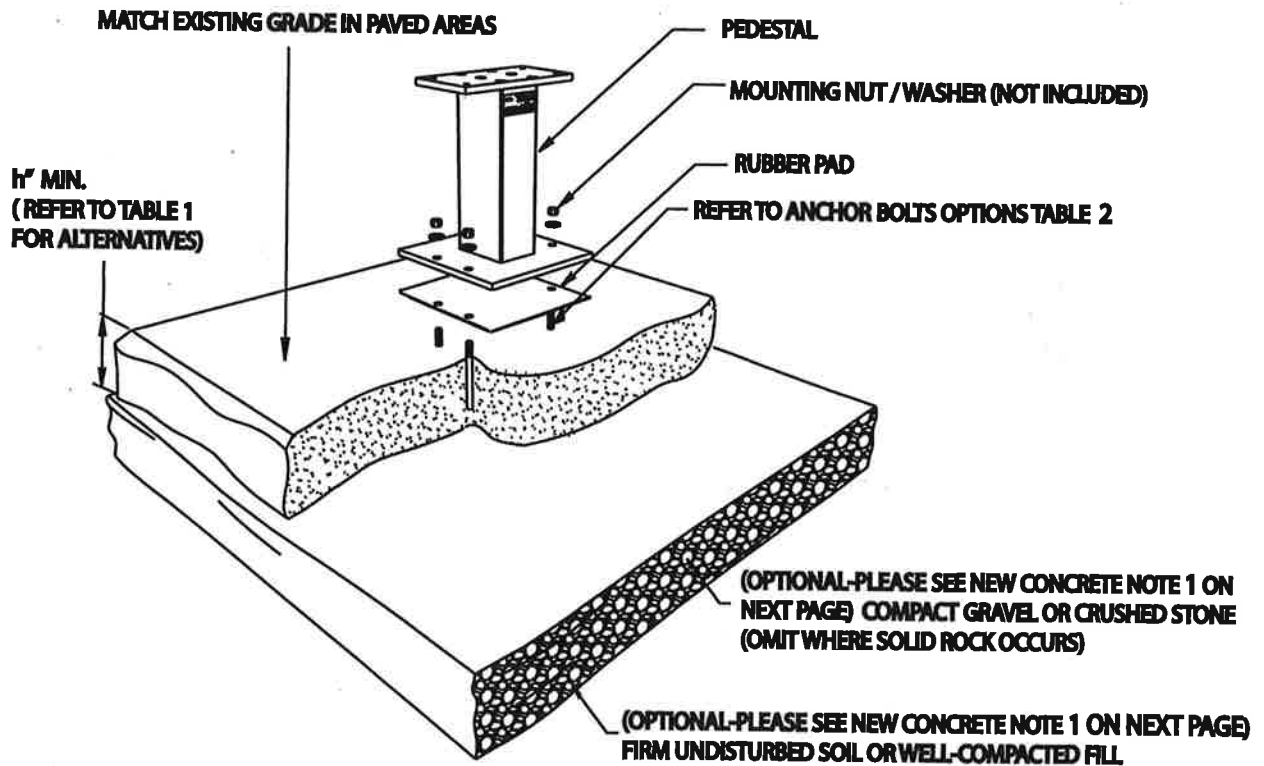
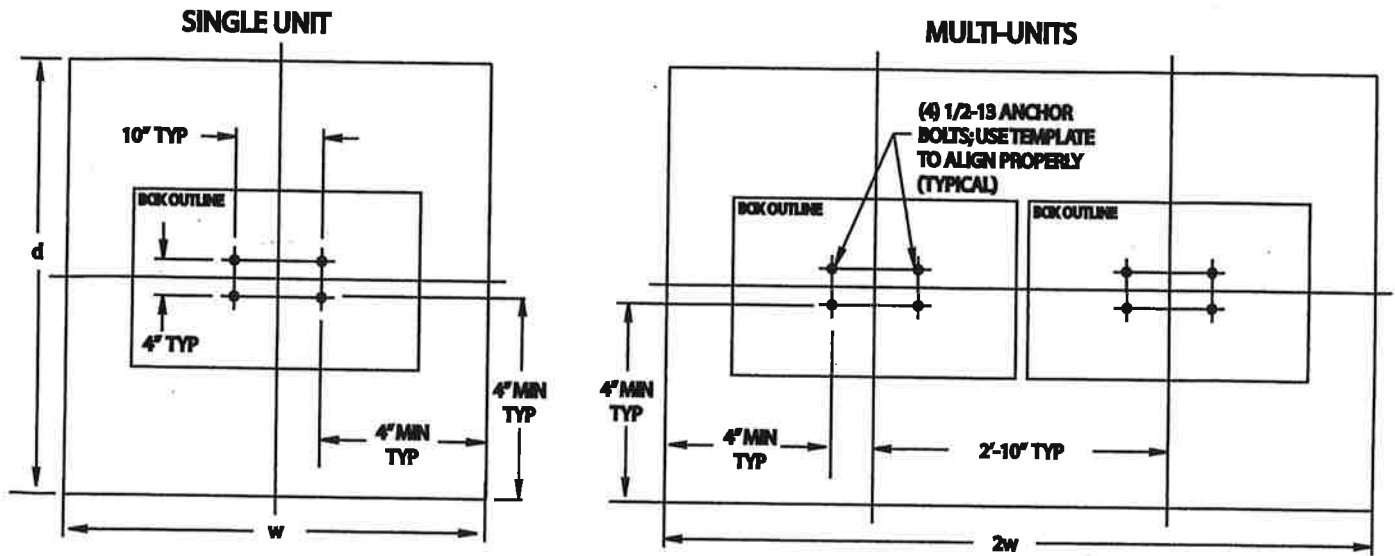
3.4 Notification to Staff. Staff shall be responsible to review the City's website, social media accounts, email, or emergency notification system to obtain information regarding reporting times. The City Recorder shall also directly notify Department Directors, who may also make reasonable efforts to notify their department staff. Questions or concerns should be directed to their immediate supervisor for clarification.

4. EMPLOYEE COMPENSATION DURING CLOSURE

- 4.1 Closures When Notified on Same Day.** In the event that any City office closes per this policy, employees who cannot work due to closure shall be paid for the hours that they are scheduled to work up to one (1) day or any portion thereof. Non-Union Exempt staff shall work remotely, if possible, and are required to continue to carry out their duties as available remotely. This includes, but is not limited to: emails, phone calls, document drafting, analysis, research, etc. and shall make themselves available by phone/email to the City Manager as necessary.
- 4.2 Multiple Day Closures.** Affected employees that have received notification of closure at least more than 24 hours prior to a scheduled shift start shall have the choice to use vacation leave, compensatory time, sick leave, administrative leave, or unpaid personal leave towards any closure lasting longer than one day.
- 4.2.1** Example: closures that have been notified to last more than a single day, such as a three-day closure. In this example, the employee would be paid in full for the first notified day (or portion thereof) and be required to take leave as specified in 4.2 for the remaining two days.
- 4.3 Employees Required to Work During Closure.** Non-exempt employees whose duties require them to work during an emergency shall be paid for all hours worked, and for the remainder of any shift that may not be completed if sent home early. Additionally, employees who work during this time, shall be provided personal leave, to be used at a later date and within one year of receipt, equal to the number of hours worked on a 1:1 ratio.

CONCRETE FOUNDATION PREPARATION

vital™ cluster box unit - 1570 "F" Series



CONCRETE FOUNDATION PREPARATION

vital™ cluster box unit - 1570 "F" Series

NEW CONCRETE BASE:

- 1) Depending on climatic and soil conditions in the area of installation, optional foundation material may be necessary as shown. Consult local building codes for recommendations.
- 2) Refer to Table 1 for thickness (h), width (w), and depth (d) of the concrete pad alternatives.
- 3) Concrete shall have a compressive strength of 3000 psi @ 28 days, contain 4% min ~ 6% max air entrapment and be placed with a 3.50~4.50 slump in accordance to 301.
- 4) Use wire mesh as per (Standard) or fiber reinforced concrete as per (Standard).

EXISTING CONCRETE BASE:

- 1) Existing concrete pad must be at least 48" wide.
- 2) Concrete base and anchor bolts may be reused if:
 - a. existing 1/2" diameter expansion anchor bolts are firmly embedded in the concrete and not damaged or corroded;
 - b. concrete foundation is not damaged; *and*
 - c. bolt hole pattern of the new unit matches the installed anchor bolts.
- 3) Additional considerations include:
 - a. if concrete is only 4" thick, then option ' b ' in Table 2 below cannot be used
 - b. any unused, existing anchor bolts must be cut flush to the level of the concrete surface
 - c. if concrete is damaged, replacement of foundation pad is required

TABLE 1: Pad Recommendations

<i>h</i> (Thickness)	<i>w</i> (width) min	<i>d</i> (Depth) min
4"	47"	47"
5"	44"	44"
6"	42"	42"
7"	40"	40"
8"	39"	39"

TABLE 2:

Expansion Anchor Bolt Recommendations
a. Hilti Kwik Bolt II (www.hilti.com) - 1/2 inch diameter x 5 1/2 inches overall length - Galvanized - KB II 12-512, Stainless steel Minimum embedment in concrete must be at least 3 1/2 inches
b. ITW Ramset Redhead Turbolt (www.hilti.com) - 1/2 inch diameter x 7 inches overall length - Galvanized Minimum embedment in concrete must be at least 4 1/8 inches
c. Rawl Stud (www.rawl.com) - 1/2 inch diameter x 5 1/2 inches overall length - Galvanized Minimum embedment in concrete must be at least 4 inches

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 54-2019 – A resolution authorizing the Mayor and City Manager to sign Amendment No. 2 to IGA No. 28480 between the City of Umatilla and ODOT

Meeting Date:

March 5, 2019

Department:

Administration

Director:

Dave Stockdale

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 54-2019, Amendment No. 2 to IGA No. 28480

Summary Statement:

The City of Umatilla entered into an intergovernmental agreement with the Oregon Department of Transportation in July 2012 for the 6th Street Improvement Project. This amendment is intended to expand the scope of the project, increase funding, extend completion date, update ADA language, and change Agency contact information.

Consistent with Council Goals:

RESOLUTION NO. 54-2019

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN
AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 28480
BETWEEN THE CITY OF UMATILLA AND THE OREGON DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the City of Umatilla entered into an intergovernmental agreement with the Oregon Department of Transportation on July 13, 2012; and

WHEREAS, Amendment No. 2 to the Intergovernmental Agreement No. 28480 is intended to expand the scope of the project, increase funding, extend completion date, update ADA language, and change Agency contact information.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize the Mayor and City Manager to sign this agreement on behalf of the City of Umatilla

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**AMENDMENT NUMBER 02
LOCAL AGENCY AGREEMENT
FLEXIBLE FUNDS PROGRAM 2011
6th St: Yerxa Ave-Umatilla Bridge (Umatilla)**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **City of Umatilla**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on July 13, 2012, and Amendment Number 01, May 26, 2017.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to expand scope of project, increase funding, extend completion date, update ADA Language, and change Agency contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.** The Agreement is amended as follows.
 - a. **Revised Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B-1. All references to "Revised Exhibit B" shall hereinafter be referred to as "Revised Exhibit B-1."**
 - b. **Terms of Agreement, Paragraph 1, Page 1, Which reads:**
 1. Under such authority, State and Agency agree that State or their Consultant shall design and construct sidewalks and curb extensions along 6th street between Yerxa Avenue and Umatilla River Bridge, hereinafter referred to as "Project." Project includes preliminary design, right-of-way acquisition and paving for the full length of the Project, between Yerxa Avenue and Umatilla River Bridge. Project also includes design and construction of sidewalks and curbs ramps, pedestrian crossings, lighting, and street trees in the section between B Street and I Street. The location of the Project is approximately as shown on the detailed map attached hereto, titled "Exhibit A," and by this reference made a part hereof. The Project description, tasks and deliverables, schedule and budget are further described in Revised Exhibit B, attached hereto and by this reference made a part hereof.

The Parties agree to:

- a. Ensure that sidewalks, curb ramps, and pedestrian-activated signals comply with the Americans with Disabilities Act of 1990 (ADA) by meeting current ODOT Highway Design Manual standards.

- b. Follow ODOT's processes for design, modification, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, OIJO Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
- c. At Project completion, complete an ODOT Curb Ramp Inspection Form 734- 5020 for each curb ramp constructed, modified, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp is constructed to ODOT's standards and is ADA compliant. State's fillable Curb Ramp Inspection Form and Instructions are available at the following address;

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree that State or their Consultant shall design and construct sidewalks and curb extensions along 6th street between Yerxa Avenue and Umatilla River Bridge, hereinafter referred to as "Project." Project includes preliminary design, right-of-way acquisition and paving for the full length of the Project, between Yerxa Avenue and Umatilla River Bridge. Project also includes design and construction of sidewalks, curbs ramps, the installation of two (2) marked crosswalks, one at Switzler and one at L Street, and the installation of electrical conduit, junction boxes, rectangular rapid flashing beacons (RRFB's) at M.P. 183.33, and street trees in the section between B Street and I Street. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The Project description, tasks and deliverables, schedule and budget are further described in Revised Exhibit B-1, attached hereto and by this reference made a part hereof.
- c. **Terms of Agreement, Paragraph 2, Page 2, which reads:**
 2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) and the Transportation Alternatives Program (TAP) under Title 23, United States Code. The total Project cost is estimated at \$4,575,000.00, which is subject to change. Funding will come from the following sources:

- a. Original STP funds from Flex Funds for this Project were limited to \$400,000. Additional flex funds of \$950,000 are approved for a total of \$1,350,000.
- b. TAP funds are limited to \$1,000,000 and are only for pedestrian facilities and streetscape amenities.
- c. Estimated Agency Share is \$ 647,692

Future funding will be added to the project in the form of an amendment from the following sources upon commission approval.

- d. STP funds from the Enhance Funds of \$577,308
- e. State will contribute \$1,000,000 to cover the roadway paving costs and a portion of the sidewalk/streetscape costs from Highway Leverage funds (\$499,000) and Active Transportation Enhance funds (\$501,000).
- f. The Project will be financed with STP and TAP funds at a maximum allowable federal participating amount, which is 89.73 percent with the Agency providing 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of the available federal and State funds. The STP Flexible Funds are available for all phases of the Project.

Shall be deleted in its entirety and replaced with the following:

- 2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) and the Transportation Alternatives Program (TAP) under Title 23, United States Code. The total Project cost is estimated at \$5,980,094, which is subject to change. The federal amount is \$4,399,745.85. State funds are limited to \$934,012.00. Agency shall be responsible for any Project costs over the State and Federal funding.

d. Insert New Recitals, Paragraphs 5 and 6, Page 1, to read as follows:

- 5. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of city street remains with the Agency.
- 6. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary

for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

Recitals, Paragraphs 1 through 4, shall be hereinafter re-numbered as Paragraphs 1 through 6.

e. Insert New Terms of Agreement, Paragraphs 8, 9, 10, 11, 12 and 13 to read as follows:

8. Agency or its contractor shall as part of this Project; install Rectangular Rapid Flashing Beacons at M.P. 183.33. Upon completion of the Project, State shall maintain RRFB's at a cost to the Agency. State shall perform maintenance and timing work required for operation of the RRFB's installed as part of this Project. State shall upon completion of maintenance, send an invoice to Agency which includes the Agreement number and complete description of work performed.
9. Upon completion of the Project, State or their contractors shall be responsible for maintenance and striping of the two (2) marked crosswalks installed as part of this Project.
10. The total cost of the maintenance and timing of RRFB's shall not exceed \$1,500 per calendar year for both RRFB's. Said costs are subject to review for inflation, and any changes shall be made by an amendment to this Agreement. Maintenance does not include repairs performed on an emergency basis, or as a result of a construction project, and are not included under this Agreement.
11. Agency shall be responsible for maintenance, and a power cost of RRFB's installed as part of this Project. If unrecoverable damage such as vandalism should happen to RRFB's, Agency will pay for replacement equipment, and State shall provide labor and equipment to restore the beacons. Maintenance shall include all costs associated with the services performed for the maintenance and timing required for the function of the RRFB's under this Agreement. Maintenance shall include service calls not requested by the Agency for the purpose of corrective maintenance found to be necessary during routine inspection. Agency shall contact District 12 Electrician at (541) 276-1241 or other assigned designee upon individual's absence, when maintenance is required on RRFB's.
12. In consideration for services performed for the maintenance required for the function of the RRFB's under this Agreement, Agency agrees to pay State within forty-five (45) days of receipt by Agency of the

invoice from State. Agency shall remit payment to State at the following address: Oregon Department of Transportation, Financial Services Section MS#21, Capitol Street NE, Salem, Oregon 97301. Agency's total cost for maintenance for the RRFB's shall not exceed 1,500 per calendar year for both RRFB's, during the term of this Agreement.

13. Agency or its contractor may choose in the future to install light poles and lights along their right of way. Agency shall be responsible for all costs of equipment, installation, maintenance, and power associated with this.

f. **Insert New Terms of Agreement, Paragraphs 28, 29, and 30, to read as follows:**

28. **Americans with Disabilities Act Compliance:**

a. **The Parties shall:**

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian crossings, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and

- b. State shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs,

comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. State shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, pedestrian crossing, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
29. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
30. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the

federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

Terms of Agreement, Paragraphs 1 through 27, shall be hereinafter re-numbered as Paragraphs 1 through 36.

2. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18113) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

Agency/State
Agreement No. 28480-02

CITY OF UMATILLA, by and through its
elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY** (If required in Agency
process)

By _____
Agency Counsel

Date _____

Agency Contact:

Dave Stockdale, City Manager
City of Umatilla
PO Box 130
Umatilla, OR 97882
(541) 922-3226
david@umatilla-city.org

State Contact:

Mike Barry, Local Agency Liaison
Oregon Department of Transportation
3012 Island Avenue
La Grande, Oregon 97850
(541) 963-1353
Michael.p.barry@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Freight Planning Program Manager

Date _____

By _____
Active Transportation Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____

REVISED EXHIBIT B-1
Progress Reports and Project Change Request Process
Agreement No. 28480
Application Number: BP-5-004
Project Name: **6th St:Yerxa Ave-Umatilla Bridge (Umatilla)**

1. Project Description

This Project is for the design, preliminary engineering and construction of sidewalks, and curb extensions along 6th Street, between Yerxa Avenue and the Umatilla River Bridge. New sidewalk sections will have a minimum width of five feet and will include a three foot buffer area between the sidewalk and the curb. The Project shall also include construction of curb ramps at intersections within the project limits, and installation of two (2) marked crosswalks, and installation of rectangular rapid flashing beacons at M.P. 183.33, and street trees in the section between B Street and I Street. Current funding covers preliminary design for the full length of the project, and covers final design, right-of-way acquisition and construction for the section between Yerxa and Umatilla River Bridge

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 6 below.
3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first full month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Key Milestones

	<u>Milestone Description</u>	<u>Completion Date</u>
<u>1</u>	Obligation (Federal Authorization) of STP Flexible Funds for the Preliminary Engineering phase of Project	9/30/2012
<u>2</u>	Obligation (Federal Authorization) of STP Flexible Funds for the Right-of-Way phase of the Project	2/29/2016
<u>3</u>	Obligation (Federal Authorization) of STP Flexible Funds for the Construction phase of Project	9/15/2016

<u>4</u>	Project Completion based on State issuing Project Acceptance or "Second Note"	03/31/2020
<u>5</u>	Total	5,980,094

5. **Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact and State's STP Flexible Funds Program Manager for changes to the Project's scope, schedule, or budget by submitting a PCR as specified in paragraphs 5a and 5b, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.

a. Scope - **A PCR is required for a change in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).**

b. Schedule- **A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).**

6. **PCR Form** - Agency must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Flexible Funds Program Manager.

The fillable PCR form and its instructions are available at the following web site:<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

7. **Consequence for Non-Performance** - If Agency fails to fulfill its obligations in paragraphs No. 3 through No. 6 above, or does not advance the Project according to the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's Active Transportation Section, then (b) withdrawing unused Project funds, and then (c) terminating this Agreement as stated in Terms of Agreement, Paragraphs No. 14a and 14b of this Agreement and recovery of payments pursuant to Special Provision #1.

Exhibit C

Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall mean "State.")

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If "no," provide compensation information below.
Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title
	Date

Return completed form to: Jeff Flowers, Program and Funding Services Manager;
Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301;
Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

Agency/State
Agreement No. 28480-02

If you have any questions, contact:
Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453