

**UMATILLA CITY COUNCIL MEETING
A G E N D A
COUNCIL CHAMBERS
APRIL 02, 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 Umatilla Chamber of Commerce Award

- 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 1 – 17*

7.2 March 5, 2019 minutes *pages 18 - 22*

7.3 March 19, 2019 minutes *page 23- 24*

8. NEW BUSINESS

8.1 Tree City USA Observation Proclamation *page 25*

8.2 Resolution No. 55 – 2019 – A Resolution Authorizing the City to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Development of a Restroom Facility at Kiwanis Park and Delegating Authority to the City Manager to Sign the Application *pages 26 - 27*

8.3 Resolution No. 56 – 2019 – A Resolution Authorizing the City of Umatilla to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for a Planning Grant to Develop a Master Parks Plan and Delegating Authority to the Mayor to Sign the Application for ORPD Grant *pages 28 – 29*

8.4 Resolution No. 57 – 2019 – A Resolution to Authorize the City Manager to Sign Department of the Army Easement for Pipeline Right-of-Way No. DACW57-2-17-0009 to Replace Expired

Department of the Army Easement for Pipeline Right-of-Way No. DACW68-2-67-0002 in the Amount of \$5,400 According to the Terms of the Agreement *pages 30 - 44*

9. PUBLIC COMMENT

10. DISCUSSION ITEMS

10.1 Department Director Contracts *pages 45 - 51*

10.2 Personnel Committee Discussion

11. MAYOR'S MESSAGE

12. COUNCIL INFORMATION & DISCUSSION

13. ADJOURN

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

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
4							
4	A Burk's Custom Glass	1952	Window Replacement 2004 Chevy 2500	03/08/19	293.00	42916	03/21/19
		1953	Window Replacement 2002 Ford F2500	03/08/19	325.00	42916	03/21/19
	Total 4:				618.00		
5							
5	A Plus Connectors	194533	Water Maintenance	02/26/19	92.96	42833	03/05/19
	Total 5:				92.96		
26							
26	AgSource Laboratories	90848650	BOD AND SOLIDS TEST	02/01/19	76.85	42917	03/21/19
		90864163	BOD AND SOLIDS TEST	02/01/19	76.85	42917	03/21/19
		90865452	BOD AND SOLIDS TEST	02/06/19	76.85	42917	03/21/19
		90868465	BOD AND SOLIDS TEST	02/21/19	76.85	42917	03/21/19
		90874434	BOD AND SOLIDS TEST	02/20/19	47.15	42917	03/21/19
	Total 26:				354.55		
59							
59	Aramark Uniform Services, Inc.	863846793	Police Mats	02/14/19	157.77	42835	03/05/19
		863846795	Mats & Towels	02/14/19	111.62	42835	03/05/19
		863867127	Police Mats	02/28/19	157.77	42835	03/05/19
		863867129	Mats & Towels	02/28/19	111.62	42835	03/05/19
	Total 59:				538.78		
92							
92	Banner Bank Mastercard	0715FEB19	PW LUNCHEON BUDGET	02/28/19	58.00	42836	03/05/19
		0715FEB19	PW LUNCHEON BUDGET	02/28/19	82.95	42836	03/05/19
		0715FEB19	PW LUNCHEON BUDGET	02/28/19	82.95	42836	03/05/19
		0715FEB19	PW LUNCHEON BUDGET	02/28/19	32.10	42836	03/05/19
		0715FEB19	WATER CONSRV LUNCHEON	02/28/19	31.00	42836	03/05/19
		2217FEB19	SUPPLIES	02/28/19	212.54	42905	03/15/19
		2217FEB19	JOB POSTING	02/28/19	227.87	42905	03/15/19
		2217FEB19	TLO TRANSUNION	02/28/19	151.00	42905	03/15/19
		2217FEB19	OACP	02/28/19	250.00	42905	03/15/19
		2217FEB19	OTFTA EOEMS TRAIN X4	02/28/19	300.00	42905	03/15/19
		2217FEB19	INN AT SPANISH HEAD	02/28/19	109.07	42905	03/15/19
		2217FEB19	EQUIPMENT	02/28/19	462.15	42905	03/15/19
		2217FEB19	UNIFORM	02/28/19	139.99	42905	03/15/19
		3132FEB19	PARKS MAINTENANACE	02/28/19	49.97	42836	03/05/19
		3132FEB19	SEWER DEPT MAINT	02/28/19	387.60	42836	03/05/19
		3132FEB19	WATER DEPT MAINTENANCE	02/28/19	322.94	42836	03/05/19
		3488FEB19	PLOTTER PAPER	02/28/19	271.42	42836	03/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		3488FEB19	WWET CONF MENDOZA	02/28/19	347.73	42836	03/05/19
		3488FEB19	APWA 2019 SPRING SCHOOL COLEMAN	02/28/19	175.00	42836	03/05/19
		3488FEB19	APWA 2019 SPRING SCHOOL COLEMAN	02/28/19	175.00	42836	03/05/19
		3488FEB19	RECORDING FEES	02/28/19	139.39	42836	03/05/19
		3488FEB19	OSU TURF CLASS DEREK/CHRIS	02/28/19	210.00	42836	03/05/19
		3488FEB19	ARBOR DAY SUPPLIES	02/28/19	88.90	42836	03/05/19
		3488FEB19	PARK AND REC WORKSHOP	02/28/19	65.00	42836	03/05/19
		5919FEB19	VACUUM CITY HALL	02/28/19	129.99	42836	03/05/19
		5919FEB19	GFOA REG/FLIGHT	02/28/19	705.15	42836	03/05/19
		5919FEB19	CAR & DRIVER SUBSC LIBRARY	02/28/19	24.97	42836	03/05/19
		5919FEB19	STAFF TRAINING LUNCH	02/28/19	44.50	42836	03/05/19
		6564FEB19	MEMBERSHIP INT'L CITY MNGRS ASSOC	02/28/19	985.00	42836	03/05/19
		6564FEB19	GFOA CONF/DUES	02/28/19	855.00	42836	03/05/19
		6564FEB19	OCCMA MEMBERSHIP/STOCKDALE	02/28/19	271.10	42836	03/05/19
		8522FEB19	EOBS LUNCHEON	02/28/19	29.00	42836	03/05/19
		8522FEB19	PORT LUNCHEON	02/28/19	26.00	42836	03/05/19
		8522FEB19	OEDA REGISTRATION	02/28/19	200.00	42836	03/05/19
	Total 92:				7,643.28		
115							
	115 Bert's Auto Salvage	105127	STREET EQUIP REPAIR	02/12/19	35.00	42906	03/15/19
	Total 115:				35.00		
199							
	199 Canon Solutions America, Inc	4028513808	MAINTENANCE	02/24/19	42.19	42918	03/21/19
		4028543302	MAINTENANCE	02/28/19	314.38	42918	03/21/19
	Total 199:				356.57		
214							
	214 Cascade Natural Gas Corp.	7846FEB19	830 6TH ST	02/28/19	261.62	42838	03/05/19
		7851FEB19	822 6TH ST	02/28/19	104.07	42838	03/05/19
		CITYHALLFE	Natural Gas New City Hall	02/28/19	149.14	42838	03/05/19
		CITYHALLFE	Natural Gas New City Hall	02/28/19	149.14	42838	03/05/19
		CITYHALLFE	Natural Gas New City Hall	02/28/19	149.14	42838	03/05/19
		DRAPERFE	Natural Gas Draper Street	02/28/19	159.39	42838	03/05/19
		SEWERFEB	Natural Gas Sewer Plant	02/28/19	807.60	42838	03/05/19
	Total 214:				1,780.10		
222							
	222 Center Point Large Print	1667505	Large Print Books for Library	03/01/19	182.76	42919	03/21/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 222:					182.76		
226							
226	CenturyLink	0453FEB19	Police Dept T31 Line	02/28/19	93.23	42839	03/05/19
Total 226:					93.23		
263							
263	Coleman Oil Company	0496045-IN	Sewer Maint	02/21/19	97.20	42840	03/05/19
Total 263:					97.20		
267							
267	Columbia Harvest Foods	01777257	Water for PW	07/17/18	20.87	42908	03/15/19
		01812592	Water for CITY HALL	09/13/18	12.58	42908	03/15/19
		01826433	Water for CITY HALL	10/04/18	12.80	42908	03/15/19
		01860057	Water for PW	11/28/18	47.46	42908	03/15/19
		01-881801	Water for PW	01/02/19	32.56	42908	03/15/19
		01897355	Water for PW	01/29/19	25.48	42908	03/15/19
		021071130	Water for PW	07/18/18	19.98	42908	03/15/19
		021088743	Water for PW	08/06/18	23.07	42908	03/15/19
		021098848	Water for PW	08/17/18	57.24	42908	03/15/19
		021104805	Water for PW	08/23/18	24.92	42908	03/15/19
		021111506	Water for PW	08/30/18	40.44	42908	03/15/19
		021119567	Water for PW	09/07/18	64.93	42908	03/15/19
		021138482	Water for PW	09/28/18	72.82	42908	03/15/19
		021149352	Water/SNACKS FOR CITY HALL MEETING	10/10/18	12.97	42908	03/15/19
		021193340	Water for PW	12/04/18	6.90	42908	03/15/19
		02-1224348	Water for PW	01/14/19	49.86	42908	03/15/19
		021230672	Water for PW	01/23/19	29.41	42908	03/15/19
		03639979	Water dept maintenance	04/20/18	8.30	42908	03/15/19
		03653462	Water/SNACK FOR MEETING CITY HALL	05/11/18	16.37	42908	03/15/19
		03695415	Water for PW	07/16/18	31.97	42908	03/15/19
		03700267	Water/SNACK FOR MEETING CITY HALL	07/24/18	28.79	42908	03/15/19
		03703955	Water for PW	07/30/18	49.15	42908	03/15/19
		03709191	Water for PW	08/08/18	41.25	42908	03/15/19
		03745784	SEWER DEPT MAINT	10/10/18	4.59	42908	03/15/19
		03787341	Water for PW	12/17/18	35.65	42908	03/15/19
		03-825467	Water for PW	02/15/19	54.03	42908	03/15/19
		04737653	Water for PW	07/25/18	34.36	42908	03/15/19
		04770614	Water for PW	09/20/18	40.75	42908	03/15/19
		04833235	Water dept maintenance	01/16/19	9.16	42908	03/15/19
		04-844520	Water dept maintenance	02/05/19	5.89	42908	03/15/19
Total 267:					914.55		
273							
273	Commercial Tire	238655	Police Dept Vehicle Maintenance	02/27/19	428.48	42841	03/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 273:					428.48		
300							
300	Creative Product Source, Inc.	CPI077761	Coloring Books for Library	03/13/19	205.26	42921	03/21/19
Total 300:					205.26		
302							
302	CRIS Inc.	022819-M	Contract Service Agreement	02/28/19	12,500.00	42842	03/05/19
		022819-M	SUPPLIES	02/28/19	300.90	42842	03/05/19
Total 302:					12,800.90		
308							
308	Crystal Springs	9262940030	Water for Police Department	03/06/19	70.93	42922	03/21/19
Total 308:					70.93		
343							
343	DEMCO, Inc.	6562474	Library - SUPPLIES	03/05/19	105.93	42923	03/21/19
Total 343:					105.93		
388							
388	Duke's Auto Plus	11935	Auto Repairs 13 Dodge Charger	02/25/19	410.00	42846	03/05/19
Total 388:					410.00		
397							
397	Dynamic Computer Consulting, I	14099	Proof Point Security monthly, Remote Backups	02/28/19	239.00	42848	03/05/19
Total 397:					239.00		
400							
400	East Oregonian	48208	SUPPLEMENTAL BUDGET NOTICE	02/27/19	210.80	42924	03/21/19
Total 400:					210.80		
405							
405	Eastern Oregon Telecom, LLC	8743FEB19	Telephone/Fiber Services	02/28/19	277.94	42851	03/05/19
		8743FEB19	Telephone/Fiber Services	02/28/19	47.97	42851	03/05/19
		8743FEB19	Telephone/Fiber Services	02/28/19	309.45	42851	03/05/19
		8743FEB19	Telephone/Fiber Services	02/28/19	377.90	42851	03/05/19
		8743FEB19	Telephone/Fiber Services	02/28/19	143.90	42851	03/05/19
		8743FEB19	Telephone/Fiber Services	02/28/19	197.94	42851	03/05/19
		8743FEB19	Telephone/Fiber Services	02/28/19	273.61	42851	03/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 405:					1,628.71		
456							
456	FEI #3011 Waterworks	0737489	WATER DEPT MAINTENANCE	02/19/19	36.25	42926	03/21/19
Total 456:					36.25		
499							
499	Galls, DBA Blumenthal Uniform	011967748	Police Nameplate	02/13/19	8.79	42927	03/21/19
		012098241	BODY ARMOR	02/28/19	735.67	42927	03/21/19
Total 499:					744.46		
554							
554	Gotcha Covered	137711	Cleaning Services	03/02/19	443.84	42852	03/05/19
		137711	Cleaning Services	03/02/19	383.98	42852	03/05/19
		137711	Cleaning Services	03/02/19	383.98	42852	03/05/19
		137711	Cleaning Services	03/02/19	248.20	42852	03/05/19
Total 554:					1,460.00		
587							
587	H.D. Fowler Company	I5076030	Water Dept MAINT	02/28/19	100.38	42853	03/05/19
Total 587:					100.38		
592							
592	Hagerman Inc.	1-14412	INT'L MAINT- STREET DEPT	02/15/19	52.50	42854	03/05/19
Total 592:					52.50		
623							
623	Heller & Sons Dist., Inc.	15817	Gasoline for Police Cars	02/28/19	1,330.77	42910	03/15/19
		15818	Gas for Public Works Vehicles	02/28/19	382.65	42910	03/15/19
		15818	Gas for Public Works Vehicles	02/28/19	624.62	42910	03/15/19
		15818	Gas for Public Works Vehicles	02/28/19	247.60	42910	03/15/19
		15818	Gas for Public Works Vehicles	02/28/19	620.88	42910	03/15/19
Total 623:					3,206.52		
632							
632	Hermiston Herald, The	30150-2019	Renew Library Subscription 1 year	02/15/19	49.00	42855	03/05/19
Total 632:					49.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
637							
637	Hermiston Quicky Lube	437463	Oil Change 2013 Charger	02/13/19	42.95	42856	03/05/19
	Total 637:				42.95		
659							
659	Home Depot Credit Services	573852	Sewer Dept Maintenance	01/23/19	25.94	42857	03/05/19
		8040191	Sewer Dept Maintenance	01/30/19	215.88	42857	03/05/19
	Total 659:				241.82		
685							
685	IDEXX Distribution Corp.	3043898082	Colilert Testing Supplies	03/04/19	396.01	42929	03/21/19
	Total 685:				396.01		
687							
687	Ince, Melissa	CIS2019	CIS Conference Mileage	02/27/19	347.32	42859	03/05/19
		REIMB0319	Reimbursal FOR DCA SUPPLIES	03/21/19	172.89	42930	03/21/19
	Total 687:				520.21		
693							
693	Ingram	38700600	Library Books	02/04/19	17.39	42860	03/05/19
		38700601	Library Books	02/04/19	67.64	42860	03/05/19
		38720849	Library Books	02/05/19	20.60	42860	03/05/19
		38726146	Library Books	02/05/19	17.39	42860	03/05/19
		38726147	Library Books	02/05/19	16.79	42860	03/05/19
		38726148	Library Books	02/05/19	50.98	42860	03/05/19
		39027486	Library Books	02/26/19	16.80	42860	03/05/19
		39027487	Library Books	02/26/19	17.39	42860	03/05/19
		39027488	Library Books	02/26/19	28.19	42860	03/05/19
		39027489	Library Books	02/26/19	48.63	42860	03/05/19
		39042702	Library Books	02/27/19	30.80	42860	03/05/19
	Total 693:				332.60		
697							
697	Intermountain ESD	598T062297	OPTIPLEX/KEYBOARD/MOUSE	02/22/19	927.77	42861	03/05/19
		598T062440	POLICE DEPT SUPPLIES	03/08/19	561.53	42931	03/21/19
	Total 697:				1,489.30		
712							
712	J U B Engineers, Inc.	123641	ENGINEERING	03/07/19	141.54	42932	03/21/19
		123641	6th St Waterline Improvements	03/07/19	2,957.81	42932	03/21/19
		123644	Bonney Industrial Discharge Facility	03/07/19	1,644.50	42932	03/21/19
		123876	PHASE 1 FINAL DESIGN	03/20/19	16,837.11	42932	03/21/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 712:					21,580.96		
770							
770	KIE Supply Corp	2000563	Water Dept Maintenance	02/01/19	23.16	42863	03/05/19
Total 770:					23.16		
785							
785	Kuhn Law Offices	1684	Legal Service	03/05/19	595.00	42934	03/21/19
		1685	Legal Services - Franchise Agrmnt	03/05/19	17.50	42934	03/21/19
		1686	Legal Services - Cal-Pine Property	03/05/19	500.25	42934	03/21/19
		1687	Legal Services -6TH STREET WATER LINE PROJECT	03/05/19	297.50	42934	03/21/19
Total 785:					1,410.25		
810							
810	League of Oregon Cities	5793	JOB POSTING -ADMIN SVC MNGR	03/01/19	20.00	42865	03/05/19
Total 810:					20.00		
857							
857	Mail Finance	N7572671	Postage Meter Annual Rental	02/09/19	1.55	42867	03/05/19
		N7572671	Postage Meter Annual Rental	02/09/19	6.19	42867	03/05/19
		N7572671	Postage Meter Annual Rental	02/09/19	6.19	42867	03/05/19
		N7572671	Postage Meter Annual Rental	02/09/19	183.44	42867	03/05/19
		N7572671	Postage Meter Annual Rental	02/09/19	183.44	42867	03/05/19
		N7572671	Postage Meter Annual Rental	02/09/19	6.19	42867	03/05/19
Total 857:					387.00		
869							
869	Marten Transport	190310	Overpayment JACOB DERRICK	02/28/19	150.00	42869	03/05/19
		190466	WRONG COURT MATTHEW VIERS WM479369	02/28/19	150.00	42869	03/05/19
Total 869:					300.00		
871							
871	Martin Business Systems	14923	Checks for Common Account	02/12/19	130.40	42870	03/05/19
		14923	Checks for Common				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Account	02/12/19	130.39	42870	03/05/19
	Total 871:				260.79		
995							
995	Norco Inc.	25919188	Cylinder Rental	02/28/19	38.95	42936	03/21/19
		25919188	Cylinder Rental	02/28/19	38.95	42936	03/21/19
	Total 995:				77.90		
1013							
1013	OAMR	01688	OAMR-MID YEAR ACADEMY	02/22/19	75.00	42952	03/22/19
		01689	OAMR-MID YEAR ACADEMY	02/22/19	150.00	42872	03/05/19
	Total 1013:				225.00		
1019							
1019	OCPDA	2019	Annual Membership	03/05/19	70.00	42873	03/05/19
	Total 1019:				70.00		
1034							
1034	One Call Concepts, Inc.	9020504	Excavation Notices	02/28/19	18.21	42874	03/05/19
	Total 1034:				18.21		
1052							
1052	Oregon Dept of Revenue	022819	State Court Assessments	02/28/19	26,981.33	42875	03/05/19
	Total 1052:				26,981.33		
1068							
1068	O'Reilly Auto Parts	3150335031	Sewer Dept Maint	02/19/19	83.40	42914	03/15/19
	Total 1068:				83.40		
1086							
1086	Pacific Power	0021MAR19	205 Powerline/McNary Ind Park/WWTP	03/01/19	7,498.55	42937	03/21/19
		0039FEB19	McFarland Well	02/26/19	1,639.26	42877	03/05/19
		0047FEB19	McNary Mobil Phase 2	02/28/19	260.30	42877	03/05/19
		0054FEB19	City Park Restrooms	02/22/19	409.05	42877	03/05/19
		0096FEB19	6th & A St Decorative Light	02/22/19	24.52	42877	03/05/19
		0104FEB19	Street Lights	02/22/19	2,353.22	42877	03/05/19
		0179FEB19	285 Radar Rd Booster Pump	02/26/19	627.38	42877	03/05/19
		0377FEB19	Bath House Marina	02/22/19	1,209.51	42877	03/05/19
		0385FEB19	Fish Cleaning Station Marina	02/22/19	17.87	42877	03/05/19
		0393FEB19	West End Comfort Station	02/22/19	17.87	42877	03/05/19
		0401FEB19	15 HP Pump Marina Levy	02/22/19	96.98	42877	03/05/19
		0419FEB19	Quincy Ave N 2nd Marina				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			office bldg	02/22/19	202.43	42877	03/05/19
		0427FEB19	Marina Park	02/22/19	746.47	42877	03/05/19
		0435FEB19	1710 Quincy St Marina	02/22/19	951.98	42877	03/05/19
		0443MAR19	Umatilla Marina St Lights	03/14/19	185.96	42937	03/21/19
		0476FEB19	Variable Sign Hwy 730	02/22/19	24.97	42877	03/05/19
	Total 1086:				16,266.32		
1106							
1106	Pea Ridge Embroidery	34977	PUBLIC WORKS SHIRTS/HATS	02/27/19	606.78	42938	03/21/19
		34977	PUBLIC WORKS SHIRTS/HATS	02/27/19	606.78	42938	03/21/19
		34977	Embroider Shirts for Staff	02/27/19	221.94	42938	03/21/19
	Total 1106:				1,435.50		
1133							
1133	Platt	U359500	Street Dept Maintenance	01/30/19	39.36	42879	03/05/19
		U367264	City Hall Maintenane	01/31/19	56.60	42879	03/05/19
		U384246	Sewer Dept. Maintenance	02/01/19	68.86	42879	03/05/19
		U417508	POLICE DEPT MAINT	02/20/19	8.41	42879	03/05/19
	Total 1133:				173.23		
1138							
1138	Popular Subscription Service	SW-03507	Library Periodicals	02/22/19	252.37	42880	03/05/19
	Total 1138:				252.37		
1141							
1141	Postmaster	BOX277-201	P O Box Rental	03/01/19	100.00	42881	03/05/19
	Total 1141:				100.00		
1151							
1151	Preferred Property	79066043	Refund Balance Utility Deposit-141 CASA CT	02/20/19	100.00	42882	03/05/19
	Total 1151:				100.00		
1178							
1178	Quill Corporation	3947505C	CHAIR	02/22/19	129.99-	42939	03/21/19
		4043005	CHAIR	01/08/19	129.99	42939	03/21/19
		5220307	Office Supplies	02/19/19	50.88	42883	03/05/19
		5220307	Office Supplies	02/19/19	10.11	42883	03/05/19
		5220307	Office Supplies	02/19/19	20.38	42883	03/05/19
		5220307	Office Supplies	02/19/19	30.49	42883	03/05/19
		5220307	Office Supplies	02/19/19	30.49	42883	03/05/19
		5220307	Office Supplies	02/19/19	20.38	42883	03/05/19
		5220307	Office Supplies	02/19/19	3.00	42883	03/05/19
		5328155	Office Supplies	02/22/19	15.89	42939	03/21/19
		5328155	Office Supplies	02/22/19	3.16	42939	03/21/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5328155	Office Supplies	02/22/19	6.37	42939	03/21/19
		5328155	Office Supplies	02/22/19	9.52	42939	03/21/19
		5328155	Office Supplies	02/22/19	9.52	42939	03/21/19
		5328155	Office Supplies	02/22/19	6.37	42939	03/21/19
		5328155	Office Supplies	02/22/19	.92	42939	03/21/19
		5805951	Office Supplies	03/13/19	140.57	42939	03/21/19
		5805951	Office Supplies	03/13/19	27.93	42939	03/21/19
		5805951	Office Supplies	03/13/19	56.32	42939	03/21/19
		5805951	Office Supplies	03/13/19	84.25	42939	03/21/19
		5805951	Office Supplies	03/13/19	84.25	42939	03/21/19
		5805951	Office Supplies	03/13/19	56.32	42939	03/21/19
		5805951	Office Supplies	03/13/19	8.25	42939	03/21/19
		5805967	Office Supplies	03/13/19	55.25	42939	03/21/19
		5805967	Office Supplies	03/13/19	10.98	42939	03/21/19
		5805967	Office Supplies	03/13/19	22.14	42939	03/21/19
		5805967	Office Supplies	03/13/19	33.11	42939	03/21/19
		5805967	Office Supplies	03/13/19	33.11	42939	03/21/19
		5805967	Office Supplies	03/13/19	22.14	42939	03/21/19
		5805967	Office Supplies	03/13/19	3.24	42939	03/21/19
	Total 1178:				855.34		
1193							
1193	Recorded Books, LLC	76190012	Books on Tape for Library	02/27/19	141.27	42940	03/21/19
	Total 1193:				141.27		
1237							
1237	Ross Machine & Steel Sales, Inc	S-23436	Park Maintenance	02/20/19	178.90	42885	03/05/19
	Total 1237:				178.90		
1259							
1259	Sanitary Disposal, Inc.	JAN2019	Refuse Collection	01/31/19	59,867.67	42886	03/05/19
		JAN2019	Marina Refuse	01/31/19	738.35	42886	03/05/19
	Total 1259:				60,606.02		
1268							
1268	Scheel, Leon W.	OWCONF	Per Diem FOR OWCONF	03/13/19	98.00	42915	03/15/19
		OWCONF	Per Diem FOR OWCONF	03/13/19	98.00	42915	03/15/19
	Total 1268:				196.00		
1332							
1332	Smitty's Ace Hardware	596333	water dept maintenance	02/01/19	56.50	42891	03/05/19
		596449	PARKS MAINTENANCE	02/04/19	23.96	42891	03/05/19
		596732	PARKS MAINTENANCE	02/07/19	19.98	42891	03/05/19
		597065	Street Dept Maintenance	02/12/19	107.94	42891	03/05/19
		597083	SEWER DEPT MAINT	02/12/19	49.98	42891	03/05/19
		597313	PARKS MAINTENANCE	02/15/19	140.05	42891	03/05/19
		597650	PARKS MAINTENANCE	02/20/19	23.40	42891	03/05/19
		597787	water dept maintenance	02/22/19	44.93	42891	03/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		597975	PARKS MAINTENANCE	02/26/19	84.99	42891	03/05/19
		597976	Street Dept Maintenance	02/26/19	89.90	42891	03/05/19
		DISCFEB19	DISCOUNT	02/28/19	11.89-	42891	03/05/19
		DISCFEB19	DISCOUNT	02/28/19	5.94-	42891	03/05/19
		DISCFEB19	DISCOUNT	02/28/19	5.94-	42891	03/05/19
		DISCFEB19	DISCOUNT	02/28/19	5.94-	42891	03/05/19
	Total 1332:				565.12		
1387							
1387	Table Rock Analytical Lab	22623	Coliform drinking water tests	02/20/19	240.00	42894	03/05/19
		22652	Coliform drinking water tests	02/28/19	30.00	42943	03/21/19
		22657	Coliform drinking water tests	02/28/19	30.00	42943	03/21/19
		22738	Coliform drinking water tests	03/12/19	240.00	42943	03/21/19
	Total 1387:				540.00		
1392							
1392	Talos Engineering, Inc.	1249	Cellular Texting System	03/01/19	55.00	42944	03/21/19
		1252	Water Dept Maintenance	03/01/19	282.00	42944	03/21/19
	Total 1392:				337.00		
1418							
1418	The Police and Sheriffs Press	117006	Holoview Secure ID Cards	01/31/19	17.55	42895	03/05/19
	Total 1418:				17.55		
1444							
1444	Traffic Safety Supply Co.	INV011615	Street Signs	03/08/19	455.11	42946	03/21/19
	Total 1444:				455.11		
1469							
1469	Umatilla County Circuit Court	190471	Bail Transfer HORST LEIKAM	02/28/19	440.00	42897	03/05/19
	Total 1469:				440.00		
1471							
1471	Umatilla County Finance Dept	022819	County Court Assessment	02/28/19	3,899.62	42898	03/05/19
	Total 1471:				3,899.62		
1476							
1476	Umatilla County Sheriff's Ofc	2019020009	911 Dispatch Services	02/21/19	15,970.00	42899	03/05/19
	Total 1476:				15,970.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1478							
1478	Umatilla Elect. Coop. Assoc.	004FEB19	Lights for Waterfall	02/17/19	56.96	42900	03/05/19
		240FEB19	5 HP Sewer Pump Wildwood Elect	02/20/19	43.55	42900	03/05/19
		240FEB19	Street Light Electric	02/20/19	9.06	42900	03/05/19
		240FEB19	Hwy 730 / 395	02/20/19	8.00	42900	03/05/19
		240FEB19	Hwy 730 / McNary	02/20/19	8.00	42900	03/05/19
		2506MAR19	60 HP Pump	03/01/19	66.92	42948	03/21/19
		2506MAR19	BEACH ACCESS LIGHTS	03/01/19	80.50	42948	03/21/19
Total 1478:					<u>272.99</u>		
1488							
1488	Unifirst Corporation	1430233682	Bldg Maint/Supplies CH/Library	01/25/19	35.70	42901	03/05/19
		1430233682	Bldg Maint/Supplies CH/Library	01/25/19	55.31	42901	03/05/19
		1430233682	Bldg Maint/Supplies CH/Library	01/25/19	55.32	42901	03/05/19
		1430234138	Bldg Maint/Supplies CH/Library	02/01/19	35.70	42901	03/05/19
		1430234138	Bldg Maint/Supplies CH/Library	02/01/19	55.31	42901	03/05/19
		1430234138	Bldg Maint/Supplies CH/Library	02/01/19	55.32	42901	03/05/19
		1430234610	Bldg Maint/Supplies CH/Library	02/08/19	35.70	42901	03/05/19
		1430234610	Bldg Maint/Supplies CH/Library	02/08/19	55.31	42901	03/05/19
		1430234610	Bldg Maint/Supplies CH/Library	02/08/19	55.32	42901	03/05/19
		1430235089	Bldg Maint/Supplies CH/Library	02/15/19	35.70	42901	03/05/19
		1430235089	Bldg Maint/Supplies CH/Library	02/15/19	55.31	42901	03/05/19
		1430235089	Bldg Maint/Supplies CH/Library	02/15/19	55.32	42901	03/05/19
		1430235582	Bldg Maint/Supplies CH/Library	02/22/19	44.02	42901	03/05/19
		1430235582	Bldg Maint/Supplies CH/Library	02/22/19	68.20	42901	03/05/19
		1430235582	Bldg Maint/Supplies CH/Library	02/22/19	68.21	42901	03/05/19
Total 1488:					<u>765.75</u>		
1500							
1500	UPS	84WV8099	Police Postage	03/02/19	17.78	42949	03/21/19
Total 1500:					<u>17.78</u>		
1503							
1503	US Bank	208572000-2	Sewer Bond Semi-Annual Interest Payment	02/22/19	12,572.71	42902	03/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1503:					12,572.71		
1504							
1504	USA Bluebook Inc.	835265	Water dept maintenance	03/11/19	92.50	42950	03/21/19
Total 1504:					92.50		
1520							
1520	Verizon Wireless	9824293883	2 Water Dept Lines	02/15/19	85.64	42903	03/05/19
		9825351566	2 Water Dept Lines	03/02/19	105.70	42951	03/21/19
		9825351566	PW AIR CARDS/PHONES	03/02/19	160.04	42951	03/21/19
		9825351566	Police Department Cell Phones	03/02/19	634.20	42951	03/21/19
		9825351567	Police Air Cards	03/02/19	326.99	42951	03/21/19
Total 1520:					1,312.57		
1713							
1713	Harrington, Derek	REIM0319	MILEAGE REIMBURSEMENT-PESTICIDE	03/07/19	34.40	42909	03/15/19
Total 1713:					34.40		
1715							
1715	Ducote Consulting	1265	General Engineering Work	02/28/19	245.00	42845	03/05/19
		1265	IWW PHASE 1	02/28/19	70.00	42845	03/05/19
Total 1715:					315.00		
1753							
1753	Jimmy's Johns Portable Toilets L	8619	Marina & RV Park - 2 Units	03/01/19	185.00	42933	03/21/19
Total 1753:					185.00		
1832							
1832	FastTrack	44435800	UTILITY REFUND-358 ORCHARD	03/08/19	25.11	42925	03/21/19
Total 1832:					25.11		
1905							
1905	Umatilla Booster Club	SPONSOR2	Fundraiser Sponsorship	03/05/19	500.00	42896	03/05/19
Total 1905:					500.00		
1967							
1967	Curtis Blue Line	INV257454	Police Clothing Allowance	02/15/19	88.29	42843	03/05/19
Total 1967:					88.29		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2052							
2052	CI INFORMATION MANAGEMEN	0078659	SHRED SERVICES	02/28/19	39.52	42920	03/21/19
		0078660	SHRED SERVICES	02/28/19	39.52	42920	03/21/19
Total 2052:					79.04		
2071							
2071	MABBOTT, TAMRA	FEB2019	OEDA TRAINING-EUGENE	02/24/19	421.22	42866	03/05/19
Total 2071:					421.22		
2080							
2080	HORN,ESMERALDA	030719-OPR	PER DIEM - OPR	03/07/19	158.50	42858	03/05/19
		LEADER201	PER DIEM - LEADERSHIP TRAVEL	03/21/19	176.50	42928	03/21/19
Total 2080:					335.00		
2128							
2128	EASTERN OREGON HEATING	9021511554	MARINA MAINT EVAPORATOR COIL	02/25/19	359.46	42850	03/05/19
Total 2128:					359.46		
2131							
2131	SEITZ, BRANDON	BCDTRAIN1	Building Inspector Training Salem	03/20/19	186.65	42888	03/05/19
Total 2131:					186.65		
2197							
2197	INTERNATIONAL CODE COUN	1001010820	RESIDENTIAL CODE BOOK '17	02/21/19	88.00	42862	03/05/19
		3218093	MEMBERSHIP FEE	03/13/19	135.00	42911	03/15/19
Total 2197:					223.00		
2208							
2208	Tassie, Matt	032019	PER DIEM - WW TEST PREP ROSEBURG, OR	03/20/19	166.50	42945	03/21/19
Total 2208:					166.50		
2236							
2236	Seder Architecture + Urban Des,	1.B	CITY HALL REMODEL-REALIZATION PHASE	03/02/19	831.39	42887	03/05/19
		5	Umatilla Civic Center Study	03/02/19	783.52	42887	03/05/19
Total 2236:					1,614.91		
2324							
2324	S.S. EQUIPMENT	IH37257	PARK MAINTENANCE	02/19/19	254.20	42941	03/21/19
		IH37257A	PARKS EQUIP				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			MAINTENANCE	02/22/19	260.10	42941	03/21/19
	Total 2324:				514.30		
2355							
2355	STOCKDALE, DAVE	CISCONF	PER DIEM - CIS CONF 2019	02/27/19	423.88	42893	03/05/19
	Total 2355:				423.88		
2356							
2356	SMARSH, INC.	INV0047360	MONTHLY FEE FEB 2019	02/28/19	129.00	42890	03/05/19
	Total 2356:				129.00		
2440							
2440	SIMTEK	1354	WATER DEPT MAINTENANCE WELL SENSOR	03/12/19	490.88	42942	03/21/19
		1355	SEWER DEPT MAINT - FLOW METER TEST	03/12/19	450.00	42942	03/21/19
	Total 2440:				940.88		
2445							
2445	AMERICAN PETROLEUM CAR	190146	OVERPAYMENT LOWELL CRUM	02/28/19	235.00	42834	03/05/19
	Total 2445:				235.00		
2446							
2446	RANKINS, DANTE	183344	OVERPAYMENT	02/28/19	20.00	42884	03/05/19
	Total 2446:				20.00		
2447							
2447	SINGH, NIRMAL	190141	OVERPAYMENT	02/28/19	75.00	42889	03/05/19
	Total 2447:				75.00		
2448							
2448	DZANANOVIC, ISMET	190181	OVERPAYMENT	02/28/19	38.00	42849	03/05/19
	Total 2448:				38.00		
2449							
2449	KRT INC.	190097	OVERPAYMENT	02/28/19	235.00	42864	03/05/19
	Total 2449:				235.00		
2450							
2450	BOGOMAZOV, VITAY	190272	OVERPAYMENT	02/28/19	235.00	42837	03/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2450:					235.00		
2451							
2451	DUMAS, LARRY	190354	OVERPAYMENT	02/28/19	38.00	42847	03/05/19
Total 2451:					38.00		
2452							
2452	PARK, DANIEL	190220	OVERPAYMENT	02/28/19	38.00	42878	Multiple
		190220	OVERPAYMENT	02/28/19	38.00-		
Total 2452:					.00		
2453							
2453	WILLIAMS, TENEISHA	190120	OVERPAYMENT MARVIN CODER	02/28/19	235.00	42904	03/05/19
Total 2453:					235.00		
2454							
2454	MARTEL, RONALD	190343	OVERPAYMENT	02/28/19	38.00	42868	03/05/19
Total 2454:					38.00		
2455							
2455	MONCADA, RAMONA	89139004	68 GINGER CT REFUND	02/27/19	25.24	42871	03/05/19
Total 2455:					25.24		
2456							
2456	ORPA	2019	MEMBERSHIP	03/05/19	500.00	42876	03/05/19
Total 2456:					500.00		
2457							
2457	STEWART, TROY	66701000	DROP BOX REFUND	02/27/19	39.00	42892	03/05/19
Total 2457:					39.00		
2458							
2458	DRAGON THEATER PUPPETS	2-22-19	ARCADE UNIVERSE PUPPET SHOW	02/22/19	450.00	42844	03/05/19
Total 2458:					450.00		
2459							
2459	COLEMAN, SCOTT	OWRD	OWRD MILEAGE	03/01/19	49.88	42907	03/15/19
Total 2459:					49.88		
2460							
2460	MICRO MOTION INC	40522267	SEWER DEPT-METER				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			TRANSMITTER	02/09/19	1,883.05	42913	03/15/19
	Total 2460:				1,883.05		
2461							
2461	MICHELS CORP	78261677	HYDRANT METER RENTAL REIMBURSEMENT	03/13/19	723.20	42912	03/15/19
	Total 2461:				723.20		
2463							
2463	NADEAU, CURTIS	B29	SLIP RELEASED MOORAGE	03/05/19	140.00	42935	03/21/19
	Total 2463:				140.00		
2464							
2464	TRANSIT EXPRESS	190220	OVERPAYMENT DANIEL PARK	02/28/19	38.00	42947	03/21/19
	Total 2464:				38.00		
	Grand Totals:				218,019.65		

Report Criteria:

Detail report type printed

**CITY OF UMATILLA
COUNCIL MEETING
March 05, 2019**

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

General Updates/Announcements – There was no general updates or announcements.

“My Facebook Friend Says . . .” - There was nothing to report on this segment of the meeting.

Public Works Dept. Quarterly Report – Public Works Director Coleman stated his team had been working on team building and training everyone on what the goals and expectations from the department. They do everything from changing lightbulbs to sanding streets. They have been going in 12 different directions.

Councilor Funderburk asked about the park benches that had been recently installed. Public Works Director Coleman stated the benches had been moved.

Columbia Development Authority – Community Development Director Mabbott explained to Council that Congress had created the Columbia Development Authority. They were working on transferring those lands over to local authorities. Over a year ago, the City saw this opportunity and adopted a Goal 14 exception to be able to provide water and sewer services to the blue L-shaped area on the map, which consisted of 884 acres. There was many community development opportunities out there. It was another part of economic development.

At the work session, Council and staff had discussed the enterprise zone. Currently, the enterprise zone consisted of Stanfield, Umatilla, and Echo. There is a lot more merit to staying as a regional group than to go for it alone. Maybe, as a region they could include this area into the enterprise zone.

Councilor TenEyck asked about the yellow box on the map. Community Development Director Mabbott explained there had been some hydrogeology work done there. She did not know if there had been some magic that mad that spot special, but it was a concept.

Planning Commission Quarterly Report – Boyd Sharp, Planning Commission Chair stated that over the 20 years that he had served on the Planning Commission this was the first time he had ever heard of the Planning Commission having to give a report to Council, but he was happy to oblige. Highlights for the last year included the Umatilla School District conditional use to allow for 2,700 square foot addition the McNary Heights Elementary School and a 7,200 square foot gymnasium; the Zayo Group installing fiber optic lines through the City; approval for Umatilla Electric to construct a new five mile overhead transmission line; the Nobles RV Park to allow development of a 60 site RV park; approval for Encore Wellness to allow the conversion of a single-family dwelling into a primary care facility, approval of the Bunn Pool Hall; the City constructing a new 2,000 square foot storage building for the Police Department, the approval for 12 new manufactured home lots in Shady Rest Mobile Home Park, and the approval for the Ochoa Equipment rental business.

6. PUBLIC COMMENT

Jodi Hinsley – She drives to Tri-Cities Monday through Friday, and the City has done a great job of keeping streets clean early in the morning. She thanked the Public Works crew for their snow removal efforts.

7. CONSENT AGENDA

Councilor TenEyck wanted to know what a book tasting was. Finance Director Ince pointed out that it was a play on words for the kids. Councilor TenEyck pointed out some typos on the February 19, 2019 minutes. Moved by Councilor TenEyck to approve the Consent Agenda, which included paid invoices, February Court Report, January 25, 2019 minutes, January 31, 2019 minutes, February 7, 2019, and February 19, 2019 with changes made to the February 19, 2019 minutes to fix typos. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

8. PUBLIC HEARING:

Ordinance No. 833 – Councilor Wheeler moved to close the regular meeting to open the Public Hearing. Seconded by Councilor Funderburk. Voted: 5-0. Motion carried.

Moved by Councilor Smith to have a first reading of Ordinance No. 833 by title only. Seconded by Councilor TenEyck. Voted: 5-0. Motion carried.

Recorder Sandoval read Ordinance No. 833 by title only - 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.

Sam Nobles – Mr. Nobles spoke in favor a few years ago when Vadata was attempting to annex to the City. He said one of the biggest issues out there was the gravel pit moving. In addition, a street had no name during the construction phase and no signs to direct people to where they needed to be. There had been a fire at a house and no one could figure out if it was Hermiston Fire Department or Umatilla Fire Department's jurisdiction. Bensel Road was the divisional line.

He stated that the earthquake we experienced several months ago was man made because they had been digging near the fault line. His house had suffered damage and had cracked parts. He had talked to attorneys in Lewiston, Idaho for American Rock. His brother had two wells collapse. He had his well monitored before they started their project. People in the Country had a problem with the company and he just wanted to let Council know of the issues that had been occurring out there.

There was no other testimony presented.

Councilor TenEyck moved to close the Public Hearing on Ordinance No. 833, and open the Public Hearing on the Supplemental Budget. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Mayor Dedrick closed the Public Hearing on Ordinance No. 833 at 7:40pm and opened the Public Hearing on the Supplemental Budget.

Supplemental Budget –

Finance Director Ince stated that anytime a fund item changed by more than 10% we needed to open it back up to Public Hearing. The only fund that this applied to was the water reserve fund as we were including loan proceeds for the Sixth Street Waterline Project.

No testimony was presented for this Public Hearing.

Councilor TenEyck moved to close the Public Hearing and open regular council meeting. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Regular council meeting began at 7:43pm.

9. NEW BUSINESS:

Ordinance No. 833 – Moved by councilor TenEyck to adopt Ordinance No. 833. Seconded by Councilor Funderburk. Voted: 5-0. Motion carried.

Resolution No. 47 – 2019 – Moved by Councilor Smith to approve Resolution No. 47 – 2019. Seconded by Councilor Chavez. Voted: 5-0. Motion carried.

Resolution No. 48 – 2019 - Moved by Councilor TenEyck to approve Resolution No. 48 – 2019. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

Resolution No. 51 – 2019 - Moved by Councilor Smith to approve Resolution No. 51 – 2019. Seconded by Councilor Chavez. Voted: 5-0. Motion carried.

Resolution No. 51 – 2019 - Moved by Councilor Wheeler to approve Resolution No. 51 – 2019. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

Resolution No. 52 – 2019 - Moved by Councilor TenEyck to approve Resolution No. 52 – 2019. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

Resolution No. 53 – 2019 - Moved by Councilor TenEyck to approve Resolution No. 53 – 2019. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Resolution No. 54 – 2019 - Moved by Councilor Wheeler to approve Resolution No. 53 – 2019. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

10. PUBLIC COMMENT:

Patrick Hunt – Mr. Hunt was in favor of the City of Umatilla starting a mobile food truck pod. Mr. Hunt wanted to know if Umatilla would be reconsidering their ban on mobile food vendors. He explained to the Council that as a current business owner he could see the benefits of having a place for mobile food vendors to establish themselves in the City. Food pods were being established all around the City and if the City could build something, it would be bringing more people to visit the City.

11. DISCUSSION ITEMS: None.

Community Box Units – Public Works Director Coleman stated the City would like to implement the central box units throughout the City. It was a nice clean way to do it, and it would allow the Post Office workers the opportunity to be more efficient. The quick cost analysis that Public Works Director Coleman completed was around \$500 to install them. Post Master Robyn explained they were trying to create uniformity throughout the City.

City Manager Stockdale stated the City would be doing outreach to notify the community and residents that this was a something that would be happening.

12. MAYOR'S MESSAGE: Mayor Dedrick thanked everyone for coming. She also thanked Staff for all their hard work.

13. COUNCIL INFORMATION AND DISCUSSION

Councilor TenEyck – Asked if Staff could revisit the mobile food truck ban and put it on the schedule to amend it. If it were something we could regulate and bring back to the community, it would be awesome. He also reminded everyone that the Distinguished Citizen Awards were on March 21st at 6pm at El Rodeo. Councilor TenEyck warned the audience of the rivers potentially flooding after the snow melted. He just wanted everyone to be careful.

Councilor Chavez – Encouraged the audience to nominate someone for the Distinguished Citizen Awards.

Councilor Wheeler – Was appreciative of the work done by the Public Works crew. They had done a fantastic job of keeping the streets clean.

Councilor Smith – She was proud to announce that the Museum had done a great fundraiser in February and they were currently in the middle of their membership drive. It would mean a lot to her if members of the audience would support the Museum.

Councilor Funderburk – She was ready for the snow to be gone. She stated the Public Works department had done a great job on the roads. She really appreciated it and thanked them all.

Community Development Director Mabbott stated there was an Open House for the 3-City regional study. She invited all of Council to attend.

14. ADJOURN: Meeting adjourned at 8:42pm

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

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

1. **CALLED TO ORDER:** Council President TenEyck called the council workshop to order at 8:46pm.
2. **PLEDGE OF ALLEGIANCE:** Recited at 8:46pm.
3. **ROLL CALL**
Present: Councilors Roxbury, Funderburk, Smith, Wheeler, and TenEyck.
Absent: Councilor Chavez (excused) and Mayor Dedrick (excused).
Staff Present: Manager Stockdale, Finance Director Ince, Community Development Director Mabbott, Chief Huxel, Public Works Director Coleman, and Recorder Sandoval.

4. **DISCUSSION ITEMS**

Council Goals – Manager Stockdale presented a rough draft on City Council Goals. The rough draft included 5 main goals, which included Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements; Promote Economic Development and Job Growth; Enhance and Cultivate Relationships and Partnerships; Increase Public Involvement, Create a Culture of Transparency with the Public and Enhance Cultural Diversity; and Perform at the Highest Levels of Operational Excellence and Communication. Each goal would have its own desired outcome and objectives to help guide Staff and Council.

General Updates – City Manager Stockdale explained to Council that the City had just been presented with an opportunity to host a concert to help raise funds for a local charity. Manager Stockdale was asking Council for \$50,000 to help lift the project from the ground and invest Staff time to make the concert feasible. The concert was being proposed for the first weekend in June, giving Staff only 9 weeks to execute the event. Council reached consensus that this event would be amazing to host in Umatilla.

City Manager Stockdale discussed the Strategic Investment Program. The County considers this issue closed. The City has been discussing the issue with the attorneys. There was not a separate distribution agreement for the data centers located in City limits. Manager Stockdale was looking for a consensus to push the issue. There will always be collateral damage with relationships. He did not want to be today wise and tomorrow foolish. He was trying to build partnerships with the County. The County was just not willing to budge on the issue.

Council Smith stated Umatilla was a community that was growing. We are strong enough to sustain ourselves. We have to look at our own interest first.

City Manager Stockdale also touched base on the Dispatch Agreement with the County. The County was not receptive to the City's proposed changes in the funding formula. The current formula is based on assessed property value and not call volume. The City was experiencing rapid growth, and with the added property value of the data centers going up, the City would be paying as much as Pendleton and Hermiston for no additional services for Dispatch.

Manager Stockdale was asking for consensus on how to proceed with the issue. Council reached consensus that we should investigate other avenues until we could figure out a solution with the County.

City Manager Stockdale let Council know that he would like to give the Chamber \$10,000 for Landing Days. Landing Days was underfunded. He has offered resources and they have all been turned down. Their next meeting would be April 1st at 6pm. He wanted the event to be successful.

Finance Director Ince explained that utility rates have become an urgent issue with the IWW. The SDCs study was a much a lot smaller than anticipated. We had only budgeted \$20,000 for the SDCs study and the total was now \$90,000 with \$60,000 in the current budget cycle. We have to have input from the Council with bringing a supplemental budget to approve for the SDC study. The last time we increased water rates it was 6% and over a year ago. The sewer base rate is a lot higher than the water base rate. We need to be able to transfer reserves to cover our costs.

Manager Stockdale stated we would be bringing back a proposed increase.

Moved by Councilor Funderburk to adjourn the meeting. Seconded by Councilor Roxbury. Voted: 5-0. Motion carried.

Meeting adjourned at 9:33pm.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

PROCLAMATION FOR ARBOR WEEK AND DAY

WHEREAS, National Arbor Day has been an occasion for recognizing the value of trees and their positive benefits to human welfare since 1872; and,

WHEREAS, the Arbor Day holiday, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees are significant resources providing benefits in terms of storm water reduction, moderating temperatures, improved air quality, increased real estate values, energy savings, enhanced economic vitality of business areas, wildlife habitat, and the attractiveness of our community; and,

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal; and,

WHEREAS, the City of Umatilla, Oregon, has been recognized as a “*Tree City USA*”; and,

WHEREAS, programs like Tree City USA and the Arbor Day holiday are opportunities for us to plant and maintain trees for the future, and we urge all of our citizens to plant and protect our community’s trees.

NOW, THEREFORE, I, Mary Dedrick, by virtue of the authority vested in me as the Mayor of the City of Umatilla, Oregon, do hereby proclaim the week of April 22, 2019 through April 29, 2019 as *ARBOR WEEK* in the City of Umatilla, Oregon and Friday, April 26, 2019, as *ARBOR DAY* in the City of Umatilla, Oregon, and urge all citizens to support efforts to care for and maintain trees in our community.

Adopted by the City Council and SIGNED by the Mayor this 2rd day of April, 2019.

Mary Dedrick, Mayor

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 55 - 2019
A Resolution Authorizing the City of Umatilla to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Development of a Restroom Facility at Kiwanis Park

Meeting Date:

April 2, 2019

Department:

Community Development

Director:

Tamra Mabbott

Contact Person:

Esmeralda Horn

Phone Number:

541-922-3226
x108

Cost of Proposal:

\$150,000 Total Cost

\$75,000 Grant

Amount Budgeted:

\$75,000 Match, FY 2019-20

Fund(s) Name and Number(s):

Capital Reserve, 05-70-3-50

McNary Fee, 05-70-4-78

Park Expansion & Improvements,
05-70-4-92

Reviewed by Finance Department:

Yes

Previously Presented:

No

Attachments to Agenda Packet Item:

Resolution No. 55 - 2019

Summary Statement:

The attached resolution allows staff to apply for a grant offered by Oregon Parks and Recreation Department. The grant will allow the development of an ADA compliant restroom facility at Kiwanis Park.

Consistent with Council Goals:

RESOLUTION NO. 55 - 2019

A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF A RESTROOM FACILITY AT KIWANIS PARK AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Umatilla desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, City Council and staff have identified the need for a restroom facility at Kiwanis Park as a high priority need in City of Umatilla; and

WHEREAS, the Umatilla High School student survey ranked Kiwanis Park as the highest use and highest priority park; and

WHEREAS, the city seeks to construct a restroom facility that is in compliance with American with Disabilities Act; and

WHEREAS, the City of Umatilla has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of Umatilla will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

- Section 1: The Umatilla City Council supports the submittal of a grant application to the Oregon Parks and Recreation Department for development of an ADA compliant restroom facility at Kiwanis Park.
- Section 2: This Resolution shall be effective following its adoption by the City Council.
- Section 3: Application signature authority is delegated the City Manager

Passed by the City Council and SIGNED by the Mayor this 2nd day of April, 2019

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 56 – 2019 A
Resolution authorizing the City of Umatilla to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for a Planning Grant to Develop a Master Park Plan and Delegating Authority to the City Manager to Sing the Application

Meeting Date:

April 2, 2019

Department:

Community Development

Director:

Tamra Mabbott

Contact Person:

Esmeralda Horn

Phone Number:

541-922-3226
x108

Cost of Proposal:

\$56,000 Total Cost
\$40,000 Grant

Amount Budgeted:

\$10,000 Match, FY 2019-20
\$6,000 In-Kind Match, FY 2019-20

Fund(s) Name and Number(s):

Parks and Recreation-
Engineering/Consulting, 01-74-3-41

Reviewed by Finance Department:

Yes

Previously Presented:

No

Attachments to Agenda Packet Item:

Resolution No. 56 – 2019

Summary Statement:

The attached resolution allows staff to apply for a grant offered by Oregon Parks and Recreation Department. The grant will help pay for development of a city-wide Master Park Plan.

Consistent with Council Goals:

RESOLUTION NO. 56-2019

A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR A PLANNING GRANT TO DEVELOP A MASTER PARK PLAN AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Umatilla desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, City Council and staff have identified a master park plan as a high priority for the City of Umatilla; and

WHEREAS, the City of Umatilla has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded.

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

- Section 1: The Umatilla City Council supports the submittal of a grant application to the Oregon Parks and Recreation Department for development of a Master Park Plan.
- Section 2: This Resolution shall be effective following its adoption by the City Council.
- Section 3: Application signature authority is delegated to the City Manager.

Passed by the City Council and SIGNED by the Mayor this 2nd day of April, 2019

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 57 – 2019
Resolution to authorize the City Manager to sign department of the Army easement for pipeline right-of-way No. DACW57-2-17-0009 to Replace expired department of the Army easement for pipeline right of way No. DACW68-2-67-0002 in the amount of \$5,400 according to the terms of the agreement.

Meeting Date:

April 2, 2019

Department:

Admin.

Director:

Dave Stockdale

Contact Person:

Dave Stockdale

Phone Number:

541-922-3226
x102

Cost of Proposal:

\$5,400

Amount Budgeted:

\$0

Fund(s) Name and Number(s):

General Fund

Reviewed by Finance Department:

Yes

Previously Presented:

No

Attachments to Agenda Packet Item:

Resolution No. 57 – 2019
Easement No. DACW57-2-17-0009

Summary Statement:

The attached resolution allows staff to renew a utility lease agreement with the Army Corps of Engineers.

Consistent with Council Goals:

RESOLUTION NO. 57-2019

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY NO. DACW57-2-17-0009 TO REPLACE EXPIRED DEPARTMENT OF THE ARMY EASEMENT FOR PIPELINE RIGHT-OF-WAY NO. DACW68-2-67-0002 IN THE AMOUNT OF \$5,400 ACCORDING TO THE TERMS OF THE AGREEMENT.

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

WHEREAS, the City of Umatilla requires necessary appurtenances and the continued operation and maintenance of the approved facilities (+/- 0.16 acres); and

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

WHEREAS, the Army Corps of Engineers have determined that this renewal will not conflict with, interfere, or adversely affect the operation of the John Day Lock and Dam Project for its authorized purposes and will not be against the public interest.

NOW, THEREFORE, BE IT RESOLVED:

The Umatilla City Council hereby authorizes the City Manager to sign the Department of the Army Easement for Pipeline Right-of-Way No. DACW57-2-17-0009 in the amount of \$5,400 according to the terms of the agreement.

PASSED by the Umatilla City Council and **APPROVED** by the Mayor this 2nd day of April, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND OR 97208-2946

Real Estate Division

MAR 01 2019

Mr. David Stockdale
City Manager
City of Umatilla
Post Office Box 130
Umatilla, Oregon 97882

Dear Mr. Stockdale,

Enclosed for signature are two copies of proposed Department of the Army Easement No. DACW57-2-17-0009, granting use of property owned by the United States of America located at the John Day Lock and Dam Project, Umatilla County, Oregon. This document will replace expired Easement No. DACW68-2-67-0002 which expired on October 11, 2016.

The consideration for the easement has been determined to be Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00) for the term. Please provide payment on behalf of the Government to Klickitat PUD (KPUD) in accordance with Title 10 United States Code 2667. Please remit a check in the amount of Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00), made out to Klickitat PUD and sent to Post Office Box 187, White Salmon, Washington 98672. Please provide the following statement on the memo line of the check "Army COE Acct # 45244502.

Please review, sign and return the enclosed documents to the United States Army Corps of Engineers, Portland District, ATTN: Real Estate Division, P.O. Box 2946, Portland, OR 97208-2946. Once the agreements are accepted on behalf of the Department of the Army and verification of payment is received from KPUD, a fully executed copy will be returned for your records. Please ensure that the person attesting to the certificate of authority is different than the person signing the easement.

If you have any questions or require further assistance, please contact Realty Specialist Norman Rasmussen, of my staff, at 503-808-4548, or by email at Norman.F.Rasmussen@usace.army.mil.

Sincerely,

Amanda J. Dethman
District Chief of Real Estate
Real Estate Contracting Officer

Enclosure

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
JOHN DAY LOCK AND DAM PROJECT
UMATILLA COUNTY, OREGON**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to City of Umatilla, hereinafter referred to as the grantee, an easement for a water and sewer line, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in **Exhibits "A" & "B"**, hereinafter referred to as the premises, and which is attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted for a term of Fifty (50) years, beginning October 12, 2016, and ending October 11, 2066.

2. CONSIDERATION

a. As consideration for the easement the Grantee shall provide consideration in-kind which shall be accomplished by the Grantee as described in the In-Kind Agreement attached as **EXHIBIT "C"**.

b. The Grantee shall comply with the terms and conditions of the In-Kind Agreement. This easement may be terminated if the grantee fails to comply with the terms and conditions of, or is in default under, the In-Kind Agreement. Failure to comply with the In-Kind Agreement will also be considered non-payment of consideration, as determined by the United States.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to City of Umatilla, P.O. Box 130, Umatilla, Oregon 97882, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Portland District, P.O. Box 2946, Portland, Oregon 97208-2946, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Portland District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

13. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

14. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

15. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

16. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

17. ENVIRONMENTAL CONDITION OF PROPERTY

The proposed action will result in a very minor disturbance to the environment. A Report of Availability dated November 21, 2017 states that no extraordinary circumstances exist. Due to the minor environmental risks associated with the proposed action, this action is excluded from the ECP requirement per ER 200-2-3.

18. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises,

the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

19. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

20. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

21. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order.

22. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

23. EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

24. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of Army, this _____ day of _____, 2019.

AMANDA J. DETHMAN
District Chief of Real Estate
Real Estate Contracting Officer

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2019.

City of Umatilla

David Stockdale
City Manager

ACKNOWLEDGMENT

STATE OF OREGON)
) :ss
COUNTY OF UMATILLA)

On this _____ day of _____, 2019, before me the undersigned Notary Public, personally appeared David Stockdale, known to me to be the person described in the foregoing instrument, who acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

GIVEN under my hand and seal, this _____ day of _____, _____.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

ACKNOWLEDGMENT

STATE OF OREGON)
) :ss
COUNTY OF MULTNOMAH)

BEFORE ME, a Notary Public in and for Multnomah County, personally appeared **Amanda J. Dethman**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this _____ day of _____, _____.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

CERTIFICATE OF AUTHORITY

I _____ certify that I am the _____ of
(name) (title)

The City of Umatilla, that David Stockdale who signed the foregoing instrument on behalf of the grantee was then City Manager of The City of Umatilla. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the grantee in executing said instrument.

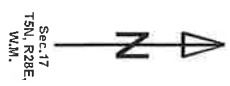
City of Umatilla

Date: _____

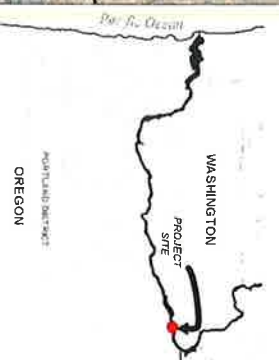
Clerk or Appropriate Official



LAND MANAGEMENT MAP
JOHN DAY LOCK AND DAM
 OUTFRANT BASEMENT RENEWAL



Sec. 17
 T5N, R28E,
 W.M.



Vicinity Map

DACW57-2-17-0009
 (+/-) 0.16 Acres
 USACE Fee Owned Land

EXHIBIT A
 Sheet 1 of 1

LAND MANAGEMENT MAP
CITY OF UMATILLA
 UMATILLA COUNTY

U.S. ARMY ENGINEER DISTRICT, SEATTLE
 CORPS OF ENGINEERS
 PORTLAND DISTRICT
 REG. ESTATE DIVISION
 RECORD SERVICES DIVISION

DATE	01/21/00	BY	DLR
DATE	01/24/00	BY	DLR
DATE		BY	
DATE		BY	
DATE		BY	
DATE		BY	



Legal Description, City of Umatilla Water and Sewer Lines

A Parcel of land lying in Section 17, Township 5 North, Range 28 East of the Willamette Meridian in Umatilla County, Oregon, said parcel being a strip of land 10 feet in width, 5 feet on each side of the following described center lines:

Parcel 1 Water Line - A strip of land ten (10) feet in width, the centerline of which is described as follows, to-wit: Beginning at a point that is 100 feet East of Switzler Street and on the South boundary of Third Street; thence at right angles a distance of ten feet South and parallel to Switzler Street; thence at right angles a distance of 42 feet West and parallel to Third Street; thence at right angles for approximately 310 feet South and parallel to Switzler Street to the John Day project boundary, containing 0.083 of an acre, more or less.

Parcel 2 Sewer Line - A strip of land ten (10) feet in width, the centerline of which is described as follows, to-wit: Beginning at a point that is 500 feet East of Switzler Street and on the South boundary of Third Street; thence at right angles a distance of 175 feet South and parallel to Switzler Street; thence Southwesterly at a 45° angle to the right a distance of 190 feet, more or less, to the project boundary, containing 0.084 of an acre, more or less.

**EXHIBIT C
TO
DEPARTMENT OF THE ARMY
EASEMENT NO. DACW57-2-17-0009
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
JOHN DAY LOCK AND DAM PROJECT
UMATILLA COUNTY, OREGON**

In accordance with paragraph 2 of Easement No. DACW57-2-17-0009, the City of Umatilla, Oregon, hereby promises payment of consideration for the full term of said easement by providing a one-time payment in the amount of \$5,400.00, in accordance with the Table 1, below, as generally described and in accordance with this Exhibit C.

Table 1. List of Services

IN KIND PROJECTS OR SERVICES	COST ESTIMATE (VALUATION)
Payment of utility service provided by Klickitat County PUD for service at Roosevelt Park under Acct No. 45244502.	\$5,400.00
Total of In-Kind Service to be Provided:	\$5,400.00

Payment shall be in the form of a check made out to Klickitat PUD and sent to Post Office Box 187, White Salmon, Washington 98672. Please provide the following statement on the memo line of the check: "Army COE Acct #45244502".

**EMPLOYMENT AGREEMENT
CITY OF UMATILLA
Name – Title
EFFECTIVE Date**

ARTICLE 1. PARTIES

This agreement is made and entered into the _____ day of _____, 2019 by and between the City of Umatilla, in Umatilla County, State of Oregon, an Oregon municipal corporation, hereinafter referred to as "City" or "City Manager" and Name, hereinafter referred to as "Position Title," both of whom agree and understand as follows:

ARTICLE 2. RECITALS

WHEREAS, City desires to employ the services of Name, as Position Title for the City as provided by the attached Position Title Job Description as approved on Date; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions for the Position Title; and

WHEREAS, it is the desire of the City that this Agreement:

1. Secure the services of Position Title and to provide inducement to remain in such employment; and
2. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Position Title; and
3. Establish clear and reasonable performance expectations; and
4. Provide a fair means for terminating Position Title services at such time as he/she may be unable to discharge his/her duties or when City may desire to terminate his/her employment.

ARTICLE 3. AGREEMENT

3.1 Now, therefore, the City hereby agrees to commence the employment of Name as Position Title of the City and Name agrees to perform the functions and duties of Position Title as specified in the attached Job Description, and City's Charter, ordinances and resolutions, and to abide by state and federal law and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

ARTICLE 4. TERM

4.1 The Position Title's term will commence on Date and shall continue for a period of three years until Date ("Initial Term"). The Initial Term of employment shall automatically be extended by two (2) years on the same terms and conditions as provided herein, unless either party gives no less than ninety (90) days' written notice to the other party prior to the expiration of the Initial Term of this agreement of that party's intent that this agreement not be automatically extended.

4.2 Notwithstanding 4.1, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Position Title at any time, for any reason, or for no reason according to law.

ARTICLE 5. SUSPENSION AND TERMINATION

5.1 Suspension with Pay. The City may suspend the Position Title with full pay and benefits at any time, and for any reason, or for no reason during the term of this agreement.

5.2 Suspension without Pay. The City may suspend the Position Title without full pay and benefits at any time during the term of this agreement, but only after:

5.2.1 *Need to add language here that is permitted by law to suspend without pay*

5.3 Termination. The City may terminate the Position Title at the pleasure of the City Manager on or before Initial Term Expiration Date. In the event the Position Title is terminated by the City pursuant to this Section, the Position Title's sole rights and remedies shall be under Article 6 below.

ARTICLE 6. SEVERANCE PAY AND RESIGNATION

6.1 Severance Pay. In the event the Position Title's employment is terminated by the City after 180 Days After Hire Date then City will pay a lump sum cash payment equivalent to one month's aggregate salary less payroll deductions. Each year after Hire Date, the severance payment will increase by 10 days, to a maximum of two months. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) that are due and payable at separation.

6.2 No Severance Pay. The Position Title may be terminated by City for cause and ineligible for Severance Pay as determined in Section 6.1 for the following reasons during the term of this agreement:

- 6.2.1 He/She has been convicted of committing Official Misconduct, or
- 6.2.2 He/She has been convicted of any illegal act classified as a felony under Oregon or federal law, or
- 6.2.3 He/She has been convicted of any illegal act involving fraud, theft, or conversion of funds or property of the City or of the public at large, or
- 6.2.4 He/She has committed misfeasance or malfeasance or willful or wanton neglect of duty, including excessive unexcused absences or excessive unexcused tardiness,

or

- 6.2.5 He/She has intentionally violated of any state, federal or local regulation, or
- 6.2.6 As determined by the City Manager, he/she has willfully failed to exercise good conduct or sound judgment resulting in injury to the City, or
- 6.2.7 As set forth in Sections 15.5 through 15.6, or
- 6.2.8 He/She voluntary resigns as set for in Section 6.3.

Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) that are due and payable at separation.

6.3 Voluntary Resignation. In the event the Position Title voluntarily resigns his/her position with the City before expiration of his/her term of employment, then Position Title shall give City thirty (30) days written notice of his/her voluntary resignation. In the event of the City's receipt of the voluntary resignation, the City may, at its sole discretion, immediately terminate the agreement and pay a lump sum cash payment equivalent to one month's aggregate salary less payroll deductions. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) that are due and payable at separation.

6.3.1 Voluntary Resignation in Lieu of Termination. Should Position Title and City mutually agree that it is in the best interest of both parties for the Position Title to resign in lieu of termination, Position Title shall receive severance equal to half of one month's salary. Final paychecks will include all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) that are due and payable at separation.

ARTICLE 7. SALARY

7.1 City agrees to pay Position Title for his/her services an annual salary according to the City Council's adopted Schedule A Salary table and starting at a Step that is mutually agreed upon in the offer letter provided by the City Manager made payable in equal monthly payments according to a bi-monthly payment schedule.

7.2 In determining whether to increase the salary of the Position Title, the City Manager will consider the Performance Evaluation conducted under Article 8 of this contract. A successful review no later than fifteen (15) days prior to the Position Title's anniversary hire date will result in Position Title advancing to the next higher step. A successful review on the subsequent year(s) will also result in advancement to the next higher step until the highest step is reached, at which time no additional salary increases will be provided except for cost of living adjustments that may be made to all other employees each year through the annual budget process.

ARTICLE 8. PERFORMANCE EVALUATION

8.1 The City Manager will review and evaluate the performance of the Position Title at least once annually no later than fifteen (15) days prior to the Position Title's anniversary hire date. Said review and evaluation shall be in accordance with the Employee Performance Evaluation

Form. Said Form may be added to or deleted from as the City Manager may from time to time determine, and notification of changes will be made in writing to the Position Title. Further, at least thirty (30) days prior to the Position Title's anniversary hire date, the City Manager will provide the Position Title with a draft completed Employee Performance Evaluation prior to finalization and provide an opportunity for the Position Title to discuss his/her evaluation. Within fifteen (15) days of said opportunity, the City Manager shall provide a finalized Performance Evaluation. An example of this timeline is below:

- 30 Days Prior to Anniversary Date: City Manager provides DRAFT Performance Evaluation to Position Title, both parties mutually discuss and review draft.
- 16-30 Days Prior to Anniversary Date: City Manager makes final changes, if any, to Performance Evaluation.
- 15 Days Prior to Anniversary Date: Position Title receives final evaluation
- Anniversary Date: Position Title advances to next Step, assuming satisfactory Performance Evaluation

8.2 In effecting the provision of this Section, the City and Position Title mutually agree to abide by the provisions of the applicable Job Description, Umatilla City Charter, Ordinances, Resolutions, and rules, federal and state law.

8.3 Cure Period. In the event that the City asserts that the Position Title is not in compliance with any of his/her performance obligations, unless such non-compliance or breach is willful and intentional or in violation of federal or state law, the City shall provide the Position Title with written notice of such assertion and a ninety (90) day opportunity to cure such noncompliance prior to taking any disciplinary action or withholding payment of any consideration specified in this agreement.

ARTICLE 9. HOURS OF WORK

It is recognized and expected that the Position Title must devote time outside the normal 8:00 a.m. to 5:00 p.m. office hours to conduct business of the City. This position is exempt and salaried. The Position Title pay will not be subject to overtime, compensatory time or other adjustments as a result of work. Position Title is expected to manage their time, with communication and coordination with the City Manager, including flexing their time as appropriate and as their schedule reasonably allows, and is required to work an average of at least 40 hours per week. It is further understood and expected that Position Title will often be required to work remotely through the utilization of City issued equipment or personal equipment of which Position Title is reimbursed through allowance payments (such as cell phones, etc.). It is understood that Position Title, through the course of their duties, will often work in excess of 40 hours per week; and is therefore provided annual Administrative Leave according to adopted policy.

ARTICLE 10. OUTSIDE ACTIVITIES

Position Title shall not spend any time in teaching, consulting, counseling or other non-City connected business, including service on other jurisdictional elected boards with which City has a contractual agreement, without the prior written approval of the City Manager, which shall not be unreasonably withheld. Denial by the City Manager of this Section may be appealed to the City Council, which decision is final.

ARTICLE 11. ALLOWANCES AND EXPENSES

11.1 Take home vehicle, including work day use, to Police Chief and Public Works Director, so long as they live within 25 miles of City. If they don't live within 25 miles, work day use of vehicle. And/Or a negotiated car allowance.

11.2 City agrees to pay Position Title a cell phone allowance according to each Annual Adopted Budget each year through the annual budget process, on the second paycheck of the month.

11.3 According to the Annual Adopted Budget, City agrees to pay for professional dues and subscriptions necessary for Position Title's participation in national, regional, state and local professional associations and organizations to further professional growth and competitiveness of the City.

ARTICLE 12. BENEFITS

City agrees to provide the following benefits to the Position Title:

12.1 Mandated employer taxes such as Social Security (FICA), Workers Compensation and Unemployment Compensation.

12.2 Employer and employee share of the Public Employees Retirement System (PERS) contributions. City will also provide access for the ICMA-RC retirement program. All contributions will be at the employee's expense.

12.3 During the Term of this Agreement, the City shall provide medical, dental, long-term disability, VEBA and vision coverage for Employee and his dependents on the same basis as is provided for other non-bargaining unit employees, as approved by the Council. It is understood that the benefits City employees receive may change from time to time at the City's discretion.

12.4 Usual and customary holidays, sick leave accrual, and administrative leave in accordance with adopted City personnel policies.

12.5 For the purpose of vacation accrual, Position Title will begin vested as a # of years year employee. This results in hours vacation and hours personal leave which shall be credited immediately upon execution of this contract. Each subsequent year of employment will result in vacation accrual in accordance with the regular policy of the City and shall be credited

to the Position Title on each successive anniversary date of this contract.

The administrative leave days are not reimbursable financially and do not carry over from one contract year to the next. Carry-over vacation hours shall not exceed 250. Any amount over 250 must be used by Anniversary Hire Date annually or forfeited. Each fiscal year, the Position Title may "sell-back" for cash payment up to 80 hours of accrued vacation time, provided he/she requests an equivalent amount of vacation time off to be taken at a fixed, mutually agreeable time within the fiscal year in which the check for time is received and earned. All vacation or administrative leave requires the approval of the City Manager not including approved FMLA/OFLA related absences.

ARTICLE 13. FIDELITY BOND

City shall bear the full cost of any fidelity or other bonds required of the Position Title under any law or ordinance.

ARTICLE 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Position Title, shall fix any other such terms and conditions of employment, as it may determine from time to time, relating to the performance of Position Title, provided such terms and conditions are not in conflict with the provisions of this agreement, the City Charter, federal or state law.

ARTICLE 15. GENERAL PROVISIONS

15.1 The text herein shall constitute the entire agreement between the parties and replace any previous oral or written agreement offer.

15.2 This agreement shall be binding upon and inure to the benefits of the heirs at law and executors of the Position Title.

15.3 This agreement shall become effective commencing May 1, 2019.

15.4 If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

15.5 Property Clause: Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property developed by him/her (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, and any other format. The records will be available to and remain the sole property of the City at all times. Employee agrees not to remove such records from the City's place of business except as expressly permitted by City policy which may, from time to time, be revised at the sole discretion of the City. Failure to comply with this Section shall be grounds for forfeiture of any payments due in relation to Sections 6.1 through 6.3 with this agreement.

15.6 Employee will return all City property in his/her possession by the last day of employment. City property includes such items as credit cards, keys, ID cards, cellular phones, tools, software, computer disks, thumb drives, flash drives, and any other items belonging to the City of Umatilla. Failure to comply with this Section shall be grounds for forfeiture of any payments due in relation to Sections 6.1 through 6.3 with this agreement.

15.7 This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that should this agreement be disputed that venue will be in the Circuit Court for the County of Umatilla.

IN WITNESS WHEREOF, the parties have signed and executed this agreement in multiple copies, effective the day and year first written above.

Position Title

City of Umatilla

Name

David Stockdale, City Manager

Date: _____

Date: _____

ATTEST:

City Recorder, Nanci Sandoval