

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

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. POLICE DEPARTMENT PRESENTATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. MAYORAL PROCLAMATIONS

- 6.1 National Corrections Week Proclamation *page 1*
- 6.2 National Police Week & Peace Officer's Memorial Day *page 2*
- 6.3 Mental Health Awareness Proclamation *page 3*

7. CITY MANAGER'S REPORT

- 7.1 Girl Scout Award – Recognition of Library Staff
- 7.2 General Updates/Announcements
- 7.3 “My Facebook Friend Says . . .”
- 7.4 Community Development Quarterly Report *pages 4 -7*
- 7.5 Public Works Quarterly Report *pages 8 -12*
- 7.6 Police Department Quarterly Report *pages 13 -19*
- 7.7 Finance Quarterly Report *pages 20 - 25*
- 7.8 City Manager Quarterly Report *pages 26 – 27*
- 7.9 City Manager's Evaluation *pages 28 - 29*
- 7.10 Parks Logo Contest

8. 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.

9. CONSENT AGENDA

- 9.1 Paid Invoices *pages 30 - 50*
- 9.2 April 2, 2019 minutes *pages 51 - 53*
- 9.3 April 16, 2019 minutes *page 54 - 56*
- 9.4 Court Report March 2019 *page 57*

9.5 Court Report April 2019 *page 58*

9.6 Resolution No. 58 – 2019 – A Resolution Amending Section 3,5,14,17, 18, 26 and 28 of the Umatilla Fee Resolution; and Amending the Title of Resolution No. 19-2019 *pages 59 -64A*

9.7 Resolution No. 59 – 2019 – A Resolution Renewing the Umatilla Community Center Lease *pages 65 - 70*

10. NEW BUSINESS

10.1 Resolution No. 60 – 2019 Consent to Use Agreement and Permit with BOR *pages 71 -93*

10.2 Resolution No. 61 – 2019 IGA – Oregon Cooperative Procurement Program *pages 94 - 105*

10.3 Resolution No. 62 – 2019 – A Resolution Authorizing the City Manager to Submit an Application to Renew the Greater Umatilla Enterprise Zone *pages 106 - 119*

10.4 Resolution No. 63 – 2019 - A Resolution Declaring Certain Property of the City of Umatilla to be Surplus and Authorizing Disposal of Said Property *pages 120 - 121*

10.5 Resolution No. 64 – A Resolution Authorizing City Manager Stockdale to Sign an Intergovernmental Agreement with the Umatilla County Special Library District for Library Services *pages 122 - 137*

10.6 Resolution No. 65 – A Resolution Authorizing the City Manager to Sign Easements for the Purpose of Establishing Easements on City Owned Parcels for the Industrial Waste Water Line *pages 138 - 159*

11. PUBLIC COMMENT

12. DISCUSSION ITEMS

12.1 Mobile Food Trucks

12.2 In-House Attorney

12.3 City's Financial Commitment to Lind Road

12.4 Roll Call Vote

12.5 Downtown Revitalization Grant *pages 160 - 164*

13. MAYOR'S MESSAGE

14. COUNCIL INFORMATION & DISCUSSION

15. ADJOURN

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

PROCLAMATION

**A PROCLAMATION FROM THE MAYOR
HONORING CORRECTIONAL STAFF**

WHEREAS, the nations' correctional employees and the employees of Two Rivers Correctional Institution have dedicated themselves to providing a safe, secure and humane environment for those adults in custody housed throughout the nation's correctional system; and

WHEREAS, Two Rivers Correctional Institution employees are committed to insuring that the citizens of the City of Umatilla, Umatilla County and the State of Oregon are safe from harm and that adults in custody in their care are secure within the TRCI facilities; and

WHEREAS, employees of Two Rivers Correctional Institution have always demonstrated their support of the City of Umatilla's efforts toward making this city a better place to live and work; and

WHEREAS, the City of Umatilla recognizes that the employees of Two Rivers Correctional Institution have contributed many volunteer hours to our community; and

WHEREAS, the citizens of the City of Umatilla declare their support for the correctional programs of Two Rivers Correctional Institution and to the employees thereof, and

WHEREAS, correctional officers are most deserving of our respect, our thanks, and the highest praise. The men and women working in corrections make a difference in our community.

NOW THEREFORE, I, Mary Dedrick, Mayor of the City of Umatilla, do hereby proclaim the week of May 5, 2019 through May 11, 2019 as

TRCI EMPLOYEE RECOGNITION WEEK

In the City of Umatilla, County of Umatilla, Oregon.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of May 2019 and caused the seal of the City of Umatilla to be affixed.

Mary Dedrick, Mayor

PROCLAMATION
Police Week and Peace Officers' Memorial Day

Whereas, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

Whereas, the members of the Umatilla Police Department play an essential role in safeguarding the rights and freedoms of the City of Umatilla; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the Umatilla Police Department unceasingly provide a vital public service;

Now, therefore, I, Mayor of the City of Umatilla, call upon all citizens to observe the week of May 12 – 18, 2019, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Umatilla to observe Wednesday, May 15, 2019 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Umatilla to be affixed.

Mary Dedrick, Mayor

PROCLAMATION

Proclaiming May 2019 as Mental Health Month in the City of Umatilla, Oregon.

WHEREAS, behavioral health is an essential part of our overall wellness, and plays a pivotal role in our day-to-day well-being; and

WHEREAS, there is growing recognition across the country about behavioral health and mental illness being fundamental public health issues; and

WHEREAS, many individuals in our community live with a mental illness, and each one experiences it in a unique way; and

WHEREAS, City of Umatilla is committed to confronting the challenges posed by mental illness, which include an increased risk for substance use, economic and health disparities, disparate interaction with the public safety system, and a lack of access to housing resources; and

WHEREAS, individuals with a mental illness should have the ability to fully participate in civic life, including appropriate client-centered health care, fair and decent housing, opportunity for economic advancement, and understanding from others in the community; and

WHEREAS, we know treatment is effective, prevention works, and people can and do recover from mental illness. Peer support and employment are essential components of our recovery-oriented treatment system; and

WHEREAS, education is essential to understanding mental illness as a treatable condition, not a stigma. People should seek help for their conditions with the same urgency as they would any other health issue; and

WHEREAS, City of Umatilla is dedicated to increasing awareness by offering mental health first aid and suicide prevention training to better equip our community to act skillfully in the event of a mental health crisis until professional help is available; and

WHEREAS, City of Umatilla has work with peers and consumers towards building an inclusive, accepting, and thoughtful community where individuals with mental illness are treated with the respect, dignity, and the worth they deserve.

In witness thereof, I have hereunto set my hand and caused The Seal of the City of Umatilla to be affixed.

Mary Dedrick, Mayor



COMMUNITY DEVELOPMENT DEPARTMENT QUARTERLY REPORT

3rd Quarter FY 2018-2019

COMMUNITY DEVELOPMENT HIGHLIGHTS

- 1. Downtown Revitalization** – While we anticipate the major rebuild of Sixth Street next year will be the driving force for downtown revitalization, a few businesses have made modest yet noticeable improvements such as painting and cleaning. Several businesses have inquired about revitalization grants which will be processed later in the Spring. A major focus of city staff is on planning design, funding, etc. of the future “Umatilla Business Center.” The theme and design is being developed in consultation with Blue Mountain Community College, state and regional economic development agencies as well as Mark Seder & Associates Architecture. Stay tuned for more on the use of this building, aka “the old Post Office.”
- 2. Economic Development** activity was busy working with Vadata and on related infrastructure projects such as easements for the industrial wastewater pipeline, coordinating with federal, tribal, state and local agencies for related permits and use of the canal. Activity also included coordination of sewer and road improvements. Additionally, city staff have reached out to potential partners to mitigate the impact of the pharmacy closure. Kathy will be dearly missed.
- 3. Trail** planning continues with the Parks & Recreation Committee, field surveys and with input from Umatilla students. Look for Umatilla trails on the Good Shepherd Health Foundation Wellness Program website, listed as part of their prescription trails program.
- 4. ODOT Projects** such as the metal art work on the Interstate 82 overpass has been engineered and sent to ODOT for final approval. Staff has met with ODOT and other governmental agencies to discuss the traffic congestion and possible reuse of the weight station. The remedy will not be short term but there are promising options.
- 5. Tree City USA** granted the City of Umatilla official status in March 2019. Tree City USA is a nationally recognized program that is designed to promote the planting, maintenance and protection of trees in urban environments. Umatilla is one of 60 cities in the state of Oregon.
- 6. Staffing Changes.** With new growth, Community Development Department has expanded. Brandon Seitz, City Planner, was promoted to Senior Planner, a position he will hold until he completes his Oregon Building Official certification. Brandon passed his first course and is now a qualified Residential Building Official. Esmeralda Horn was promoted to serve as the Development and Recreation Services Manager where she will continue her role in managing development permits while also developing activities for residents and brand-new recreation program. Congratulations Brandon and Esmeralda!
- Although cold weather delayed construction of residential homes, building activity continued throughout the winter. The number of land use permits and building/construction permits are shown below.
- 8. West County Housing Study project**, a cooperative effort among Echo, Stanfield and Umatilla, held the first Advisory Committee Meeting and Public Open House in March 13th. There will be a total of three Advisory Committee meetings. A second Open House will be held the end of May after which time city staff will present the reports to City Council. The data is showing what we have assumed about Umatilla: there is an abundant supply of lands zoned for residential development however, there is a significant



need for more housing in order to accommodate projected growth. The figures below are excerpts from the first project report, the Housing and Residential Land Needs Assessment.

9.

FIGURE 4.3: PROJECTED FUTURE NEED FOR NEW HOUSING UNITS (2039), UMATILLA

OWNERSHIP HOUSING									
Unit Type:	Single Family Detached	Single Family Attached	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	621	51	0	0	0	90	0	763	66.3%
Percentage:	81.4%	6.7%	0.0%	0.0%	0.0%	11.8%	0.0%	100%	

RENTAL HOUSING									
Unit Type:	Single Family Detached	Single Family Attached	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	79	8	24	86	157	22	12	388	33.7%
Percentage:	20.4%	2.0%	6.1%	22.1%	40.5%	5.8%	3.1%	100%	

TOTAL HOUSING UNITS									
Unit Type:	Single Family Detached	Single Family Attached*	Multi-Family			Mobile home	Boat, RV, other temp	Total Units	% of Units
			2-unit	3- or 4-plex	5+ Units MFR				
Totals:	701	59	24	86	157	113	12	1,151	100%
Percentage:	60.9%	5.1%	2.0%	7.4%	13.7%	9.8%	1.1%	100%	

Sources: PSU, City of Umatilla, Census, Envionics Analytics, JOHNSON ECONOMICS

FIGURE 4.1: FUTURE HOUSING PROFILE (2039)

PROJECTED FUTURE HOUSING CONDITIONS (2018 - 2039)		SOURCE
2018 Population (Minus Group Pop.)	7,079	PSU
Projected Annual Growth Rate	1.73% OR Population Forecast Program	PSU
2039 Population (Minus Group Pop.)	10,148 (Total 2039 Population - Group Housing Pop.)	
Estimated group housing population:	2,516 Share of total pop from Census	US Census
Total Estimated 2039 Population:	12,664	
Estimated Non-Group 2039 Households:	3,222 (2039 Non-Group Pop./Avg. Household Size)	
New Households 2018 to 2039	974	
Avg. Household Size:	3.15 Projected household size	US Census
Total Housing Units:	3,391 Occupied Units plus Vacant	
Occupied Housing Units:	3,222 (= Number of Non-Group Households)	
Vacant Housing Units:	170	
Projected Market Vacancy Rate:	5.0% (Vacant Units/ Total Units)	

Sources: PSU Population Research Center Oregon Population Forecast Program, Census, JOHNSON ECONOMICS LLC
 *Projections are applied to estimates of 2018 population, household and housing units shown in Figure 1.1

REPORTS

Planning Division

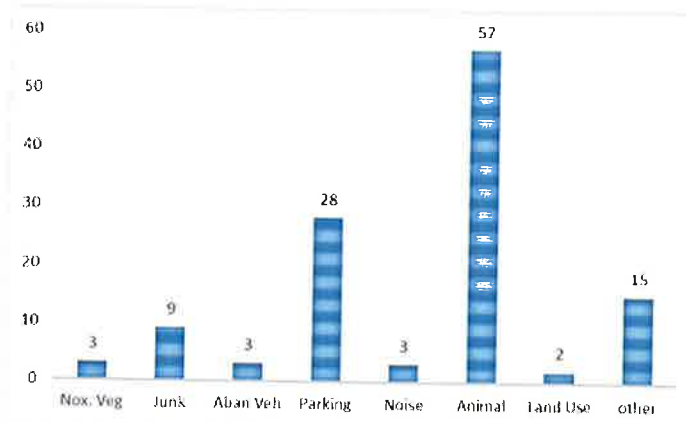
Number of Applications	Type of Application
1	Site Plan Review
1	Partition
1	Property Line Adjustment
4	Zoning Permits (Urban Growth Area)
9	Fence Permits
16	Total Permit issued

Building Division

Quarter	# of Permits Issued	\$ Value	Fees Collected
1 st Quarter	101	\$45,107,336.08	\$464,241.72
2 nd Quarter	51	\$15,799,180.78	\$165,701.68
3rd Quarter	48	\$18,736,147.24	\$350,144.66
4 th Quarter			
TOTAL:			

Code Enforcement

Code Enforcement was active third quarter even during the cold weather. In addition to the cases shown in the graph below, during third quarter Code Enforcement Officer inventoried absentee landowners and prepared letters to be sent as a reminder to mow and eliminate weeds. This proactive method of our Code Enforcement Officer, Tisa Coffey, has proven effective over the years.





SCOTT COLEMAN
PUBLIC WORKS DIRECTOR

Public Works Department Quarterly Report

LEON SCHEHL
PUBLIC WORKS SUPERVISOR



FY 2018-2019 3rd Quarter

PUBLIC WORKS- WATER

Duane Dyer, Jason Lohman and
Casey Horn



IN THIS SECTION:

- ***6TH Street Water Improvements***

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

- ***Golf Well Lowering***

In early February Lane Pump began lowering Golf Well by 40 feet. A few small issues were encountered but they were all rectified. We are continuing to flush and clean the well to obtain a clean sample to restore service. I included this in the 2nd Qtr as well because we will have a lot to put into 3rd Qtr. report

- ***Planning for Water Updates***

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

PUBLIC WORKS- WASTEWATER

Chris Stensrud, Lupe Mendoza and
Matt Tassie



IN THIS SECTION:

- *Waste Water Treatment Plant Repairs and Updates*

Waste Water continues to do minor updates and upgrades to the system. During the 2nd quarter of the year upgrades were done to the lighting system to update the lighting fixtures inside and out with LED lighting that will help with our efficiency and durability of the lights. Much of this was done with Grants from Oregon Energy Trust. We have also updated one Flowmeter and an additional Variable Speed Drive on one pumping station. We are getting to life expectancy on several components at Waste Water. The normal life span of most components is twenty years and we are beginning to see that happen now.

- *Planning for Updates*

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

PUBLIC WORKS- PARKS

Chris Foreman and Derek Harrington



IN THIS SECTION:

- *Kiwanis Park Improvements*

With the financial help of grants, we have begun our expansion project at Kiwanis Park with the addition of a second basketball court that is lighted and will be a well-used facility. We are also working on the new play apparatus for kids as well as the padded outdoor carpet to protect them under the equipment. Additionally, future plans we will be installing ADA approved facilities (bathrooms, parking spots, picnic areas) as funds become available. No firm date as of now. This will insure that we can accommodate anyone who wants to use the park.

- *Nugent Park Improvements*

We are currently working with the Umatilla Little League to help with some improvements to the ball field. Those improvements have included purchase of soil at a reduced price from Jones-Scott gravel pit. We will continue as the weather improves to help them to improve the ball field.

6th Street ODOT Project

City of Umatilla Parks Dept. is also helping with in-kind projects to meet our partnership with ODOT on the 730 Project. Our crews have cut down and removed trees that will be in conflict with facilities for the project.



FY 2018-2019 3rd Quarter

PUBLIC WORKS- STREETS

Dennis Whittaker



IN THIS SECTION:

- *Snow removal, snow removal and more snow removal!*
Did we mention that we did some snow removal? I have included this with second Quarter because it goes along with our fall and winter work. We have worked somewhere in the neighborhood of 60 hours of comp. and overtime to keep up with the needs of the City. We have had several comments from the police, school and citizens about how well we have kept up with the snow and ice this year.
- *Fleet inventory and Maintenance*
The city has implemented a new city-wide fleet inventory and streets has headed up that project. We are currently working with a consultant to address the needs of our vehicles and equipment.

FY 2018-2019 3rd Quarter

PUBLIC WORKS



IN THIS SECTION:

- *Team Building*

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

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

Sincerely,

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



Police Department
Quarterly Report
Jan – March, 2019

City of Umatilla

Umatilla Police Department

QUARTERLY REPORT - January through March FY19

Patrol

During the third quarter of FY19 calls for service/self-initiated activity decreased by 16% from the third quarter of FY18, from 1,911 to 1,648.

Response times and average time spent on each call continue to be fairly consistent in providing 24/7 coverage.

	FY19	FY18
Total Dispatched Incidents	522	488
Average Response Time	7:54	7:26
Average Time per Incident	39:41	43:34

Police Department Overtime

During the third quarter of FY19, the department was operating with two full time officer vacancies and one officer off for 13 days military leave.

FY19 Third Qt. Hours of OT	FY18 Third Qt. Hours of OT
117.5	89

Staff Meetings

During the third quarter of FY19, regular staff meetings were conducted on January 7th, February 5th and March 11th. Supervisor meetings were conducted prior to regular staff meetings on the above listed dates.

Training

Training hours combined with pre-scheduled training for department personnel was approximately 146 hours for patrol officers and support personnel, 22 hours for supervisory personnel and 65 hours for Reserve and Part time Officers. Total training for third quarter FY19 was approximately 233 hours.

Third quarter FY19 training included:

- Chief Huxel attended various leadership related training which included the Executive Leadership Training Seminar. Chief also instructed 3.5 hours of required annual maintenance training to staff members. Annual maintenance training included

- emergency evacuation procedures, Brady issues, Ethics and policy review on public cameras and video/audio recording.
- Firearms Qualification for police personnel
- LEADS Recertification
- Defensive Tactics/handcuffing
- Taser
- Field Training Officer Certification
- CIT (Crisis Intervention Training)
- N.W. Leadership Conference for supervisory personnel (Lt. & Sgt.'s)
- Umatilla County Opioid Conference
- Juvenile Justice Online

Reserves

- Police Reserve Officers contributed approximately 225 hours volunteer time during the third quarter.

Community/School

- January Events – Celebrated work anniversaries for Cindy Eddy (7 years) and Reserve Officer Williams (3 years).
- February Events – Chief did presentation at high school regarding hiring/application/resume tips. The department began participating in the reading program at the grade school every Tuesday.
- March Events - Celebrated work anniversaries for Officer Holden (2 years), Reserve Officer Estes (13 years), Reserve Officer Butler (1 year) and Reserve Officer Koehler (1 year). At the Distinguished Citizens Banquet we recognized Officer Capers as Police Department Employee of the year, Officer Kennedy-Leon as Reserve Officer of the year, Mary Ellen Tracy as Volunteer of the year and Raelynn Gallegos for the Community Spirit award.

Juvenile

During the third quarter of FY19, calls involving juveniles decreased 60% from third quarter FY18 from 27 to 17. Cases/incidents involving juveniles include all juvenile complaints/contacts, runaways and minor in possession of alcohol or tobacco. Some of these cases/incidents were referred to our Community Accountability Board which generally will see cases/incidents for first time offenders of violations or misdemeanor classed crimes. There were 9 referrals to the CAB/Community Truancy Board during the third quarter of FY19.

The Police department, in partnership with the school district has been involved with the juvenile department and IMESD on a proposed pilot program called Juvenile Justice Online. This is a type of diversion program for juveniles with a special tract for on-line training and education for parents and students. At the conclusion of the training in March, we found that the majority of their proposal covered areas that we are currently accomplishing with our current CAB/Truancy Board. We will continue to evaluate and confer with the juvenile department and school district on this program to ensure that our needs are being met.

Sex Crimes/Registrations

- There were a total of 7 sex crimes and sex offender registrations reported/completed this quarter. There were 4 reported in FY18.

Traffic Infractions

- During the third quarter of FY19 the Umatilla PD conducted 500 self-initiated traffic stops/traffic complaints. As a result, 165 traffic infractions were issued, which resulted in a traffic infraction citation being issued approximately 33% of the time. This figure includes both criminal and non-criminal traffic infractions.

Traffic Citations - Third quarter of FY19 indicates a 33% decrease in stops from third quarter of FY18. This can be attributed to a reduction of full-time patrol officers from 6 in 2018 to 5 patrol officers in 2019. During both time frames, we had one officer in field training. Offenses that are tracked include:

- Speed
- Traffic Control Devices
- Insurance/Registration
- No Operators License
- Driving While Suspended
- Equipment violations

Traffic Crashes – Third quarter of FY19 indicates a 2% increase from third quarter of FY18 from 23 to 34.

Summary

As stated earlier, during the third quarter of FY19, calls for service have decreased by 16% from the third quarter of FY18, 1911 to 1648. We saw a decrease in Person Crimes/Incidents by 26% as well as a slight increase in Property Crimes/Incidents by 1 incident. The most significant

reduction in Person Crimes/Incidents was in Harassment from 20 in FY18 to 13 in FY19. The most significant reductions in Property Crimes/Incidents were seen in Thefts from 33 in FY18 to 24 in FY19. We also saw an increase in warrant arrests by 55% from 20 to 31.

- **Person Crimes/Incidents, - Third Quarter FY19/FY18.**

FY19	FY18
43	54

Person Crimes/Incidents include the following:

Abuse – both elder abuse and child abuse

Assaults – all types and severities

Domestic Disturbances

Harassment and stalking complaints

Robberies – all types and severities

Kidnapping

Menacing

- **Property Crimes/Incidents, - Third Quarter FY19/FY18.**

FY19	FY18
96	95

Property Crimes/Incidents include the following:

Burglary

Fraud/Forgery

Criminal Mischief

Drug Activity

DUII – Driving under the influence of intoxicants

Thefts – all types and severities

Trespass

UUMV/UEMV (Unlawful Use Motor Vehicle/Unlawful Entry Motor Vehicle)

Snapshot All Offenses - FY19		Snapshot All Offenses - FY18	
Offense	Amount	Offense	Amount
Abuse	4	Abuse	7
Assaults	5	Assaults	3
Burglary	8	Burglary	5
Criminal Mischief	13	Criminal Mischief	7
Domestic Disturbance/VRO	20	Domestic Disturbance/VRO	22
Drug Activity	4	Drug Activity	7
DUII	7	DUII	8
Fraud/Forgery	9	Fraud/Forgery	3
Harassment/Stalking	13	Harassment/Stalking	20
Kidnapping	1	Kidnapping	1
Menacing	0	Menacing	1
Robbery	0	Robbery	0
Thefts	24	Thefts	33
Trespassing	21	Trespassing	24
UUMV/UEMV	10	UUMV/UEMV	8
Warrants	31	Warrants	20
TOTAL	96	TOTAL	104
Arrests	56	Arrests	52
Assists	53	Assists	49

Arrests- Third quarter of FY19 indicates a .1% increase from third quarter of FY18.

FY19	FY18
56	52

Other notable items of interest:

Department Accreditation – In February, the Oregon Accreditation Alliance (OAA) did an on-site review of our department for re-accreditation. The specific purpose of the OAA is to establish and maintain standards for the operation of Oregon law enforcement agencies consistent with professional standards and best practices. This is accomplished by demonstrating proof that 104 recognized standards are being met or exceeded. The onsite review concluded that we would be recommended for re-accreditation. This is a three-year designation. Cindy Eddy deserves special recognition for acting as our Accreditation Coordinator who assembles and tracks documentation needed for annual compliance.

Mental health – Officers continue to have contact with persons who are having mental health issues or are in crisis. Our FY19 number for calls dealing with mental/suicidal subjects have increased from FY18 from 7 to 12. I continue to have contact with Representative Smith

regarding this issue who has stated that it is one of his top priorities during this legislative session.

In March, two of our officers completed a 40-hour course on crisis intervention (CIT) and Sgt. Wright taught a 3-hour block during the course. Currently, we are one of the few agencies that have all patrol officers completing this course which exceeds the 4-hour standard set by DPSST.

I have been working with Peggy Oneal to help as our department Chaplain. She has been working with the Northeast Oregon Critical Response Team (NEOCRT) which was formed in 2016 to serve and support first responders in our region during and after a major traumatic event. She is set to attend required training in critical incident stress management and the Oregon Chaplain Academy in June.

Personnel update – In March we completed testing and interviews to fill 2 vacancies that we had in our patrol division. We had over 60 applicants, tested 20 and interviewed 8 potential candidates. We are currently conducting extensive, required background checks on two individuals who would be scheduled to start in late April or early May.

Grant award status – We were awarded a \$20,000 grant from the Wildhorse Foundation to upgrade our out dated in-car tablets/computers. The new ones have been delivered and we will begin installing them in the vehicles in May.

Finance Department Quarterly Report



Financial Report for the Third Quarter
Ended March 31, 2019
Relating to Fiscal Year 2018-19

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

Melissa Ince, CPA
Finance Director



QUARTERLY HIGHLIGHTS

Year-End Financial Reporting



January was a busy time for finance staff as we worked to complete the year end reconciliations and required annual payroll reports. Each employee was issued a W-2, the quarterly and annual payroll reports were filed with the appropriate federal and state agencies, and our 1099 eligible vendors were issued a 1099 for their nonemployee compensation.

Agenda Management Software Selection

In the first quarter, staff dedicated many hours to selection of an agenda management system that will greatly improve the efficiency and simplicity of the agenda and minutes process. While all three software companies provided unique products, there was a unanimous consensus that we proceed with Granicus. Council approved the software purchase through the supplemental budget process and Nanci is now hard at work on the implementation. Our goal is to have this up and running for our July council meeting.



City County Insurance Services (CIS) Annual Conference



Dave and I attended the annual CIS Conference in Salem the last week of February. Among the items discussed were health and property/liability insurance rate changes for the 2020 year, a new Employee Assistance Program (EAP) Provider, upgrades to the CIS Learning Center, and the fact that CIS will be terminating all existing Regence health plans at the end of 2020. City staff will engage the Personnel Committee to assist in reviewing the new plan options once they have been presented. The current collective bargaining agreement expires June 30, 2021. CIS will give the union the option of switching to a new plan January 1, 2021 or waiting until their new agreement begins on July 1, 2021. That decision will be made during the next union negotiation.

Budget Preparation and Workshop

The 3rd Quarter marked the beginning of our annual budget preparation. Each department director and their staff prepared budget requests which were presented to finance and the City Manager for review. The City Council and Budget Committee had its first informal budget workshop on March 19th. In this meeting, staff reviewed significant revenue and expense factors relating to each fund that would be taken into consideration when developing the proposed budget. We also listened to a presentation from members of the Youth Advisory Council who voiced a strong interest in recreation and quality of life projects. The workshop also included a discussion of major upcoming consulting, grants, and other capital improvement projects, as well as an overview of the City's long term debt and a general review status of the various City funds. The feedback that staff received from the committee was extremely valuable and was incorporated into the proposed budget presented in April.

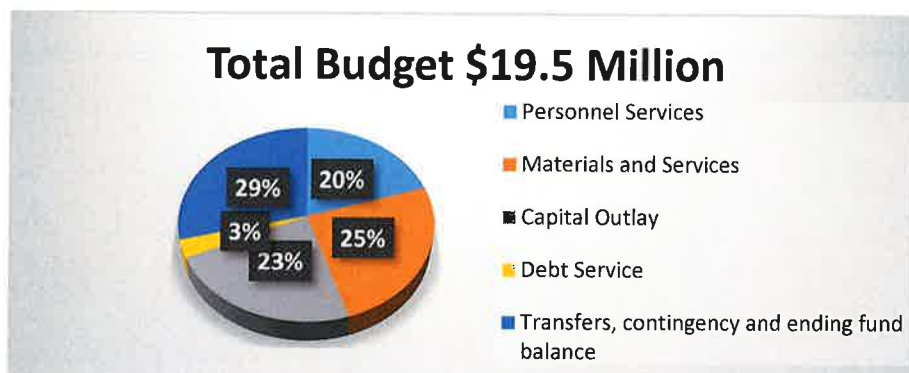
Administrative Services Manager

Through the supplemental budget and wage scale process, the City Council approved the creation of the Administrative Services Manager position. The position was created to provide assistance to the Finance & Administrative Services Director and will handle functions such as accounts payable, accounts receivable, payroll and supervision of the Utility Billing Clerk. We received close to 50 applications with an amazing pool of candidates. Interviews were conducted in March and we are very pleased to announce that Carrie Shilhanek has accepted the position.

Highlight Reminders of the 2018-2019 Budget

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

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



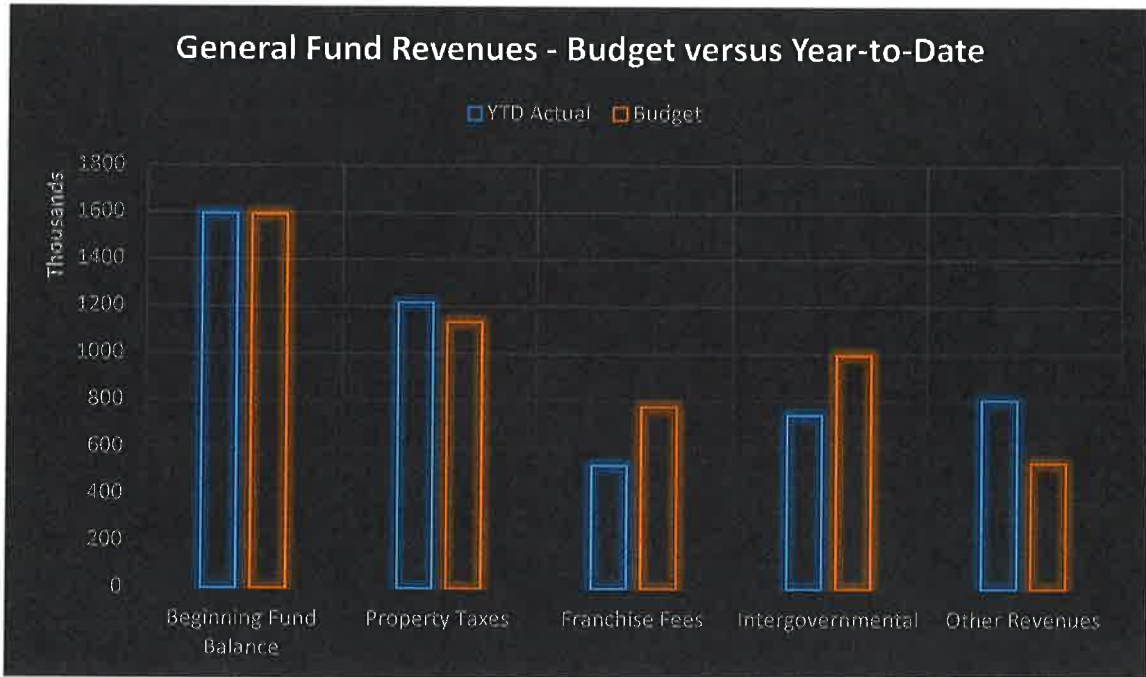
Budget-to-Actual Quarterly Highlights

GENERAL FUND (75% of Fiscal Year Elapsed)

Revenues:

As of March 31st, the General Fund has received 96.9% of its projected revenues.

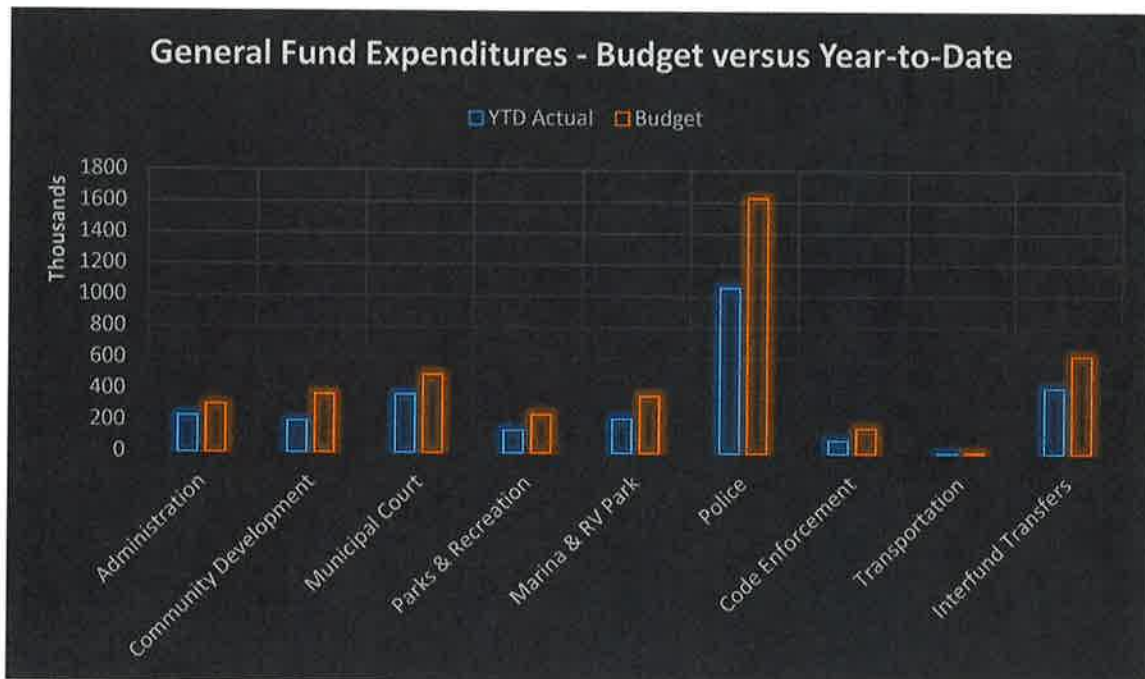
General Fund	Budget	YTD Actual	Percent
Revenues			
Beginning Fund Balance	<u>\$ 1,593,679</u>	<u>\$1,594,422</u>	<u>100.1%</u>
Property taxes	1,134,499	1,216,430	107.2%
Franchise fees	773,877	522,896	67.6%
Intergovernmental	993,797	739,587	74.4%
Other Revenues	534,221	802,582	150.2%
Interfund Transfers	<u>1,500</u>	<u>1,125</u>	<u>75.0%</u>
Total Operating Revenues	<u>3,437,894</u>	<u>3,282,620</u>	<u>95.5%</u>
Total Revenues	<u>\$5,031,573</u>	<u>\$4,877,042</u>	<u>96.9%</u>



Expenditures:

Year to date activity has the General Fund expending 64.7% of its appropriations for the FY2019. The table below details the expenditures by program.

General Fund	Budget	YTD Actual	Percent
Administration	\$305,729	\$230,751	75.5%
Community Development	369,021	200,239	54.3%
Municipal Court	496,019	368,979	74.4%
Parks & Recreation	242,691	143,055	59.0%
Marina & RV Park	361,319	216,796	60.0%
Police	1,626,656	1,052,405	64.7%
Code Enforcement	158,385	80,896	51.1%
Transportation	7,000	323	4.6%
Interfund Transfers	621,700	415,975	66.9%
Total Operating Expenditures	<u>\$4,188,520</u>	<u>\$2,709,419</u>	<u>64.7%</u>



OTHER FUNDS (75% of Fiscal Year Elapsed)

	REVENUES			EXPENDITURES		
	Budget	YTD Actual	Percent	Budget	YTD Actual	Percent
Water	\$1,180,383	\$1,012,285	85.8%	\$1,102,491	\$818,225	74.2%
Sewer	2,127,521	1,707,320	80.3%	1,552,259	1,236,097	79.6%
Street	1,637,581	827,348	50.5%	1,312,453	421,165	32.1%
Capital Reserve	1,966,569	1,868,260	95.0%	1,436,372	394,843	27.5%
Library	322,902	339,134	105.0%	217,528	155,884	71.7%
Refuse	769,510	679,622	88.3%	711,200	531,371	74.7%
Building	1,509,640	1,978,408	131.1%	479,608	332,858	69.4%
Debt Service	20,214	21,074	104.3%	20,214	18,388	91.0%
Transient Room	322,403	314,399	97.5%	316,001	105,953	33.5%
Tax						
Building Reserve	240,005	241,245	100.5%	117,222	0	0%
Water Reserve	1,333,636	565,766	42.4%	1,308,114	636,173	48.6%
Sewer Reserve	<u>4,139,098</u>	<u>1,499,816</u>	<u>36.2%</u>	<u>3,125,603</u>	<u>89,976</u>	<u>2.8%</u>
Totals	<u>\$15,569,462</u>	<u>\$11,054,677</u>	<u>71.0%</u>	<u>\$11,699,065</u>	<u>\$4,740,933</u>	<u>40.5%</u>

LOOKING AHEAD



Budget Approval

The formal budget meeting will take place on April 16th. City Manager Stockdale will provide his budget message and we will be reviewing and discussing, and adjusting the proposed budget as directed. If approved, the City Council will consider the final budget resolutions at the June 4th City Council meeting.

System Development Charge and Utility Rate Study Kickoff



As mentioned in the previous quarter, the Finance Department sent out a Request for Proposals (RFP) in February to hire a consultant to complete both the System Development Charge (SDC) analysis and full utility rate analysis. The City has entered into an agreement with the FCS Group to complete this study. The project will commence early May and continue into the next fiscal year. Once complete, the consultants will provide a report to City Staff and City Council with their recommendations on how to proceed.



CITY MANAGER'S QUARTERLY REPORT

3rd Quarter
Condensed Report

FY 2018-2019



HIGHLIGHTED ACCOMPLISHMENTS & PROJECT STATUS UPDATES

This section is designed to report on all things happening throughout the City, such as public improvement projects, ongoing contract negotiations, transportation projects, technology investments, operational changes or improvements, community and economic development, general livability, and grants or awards.

WHAT'S HAPPENING – Top 10 *(numbers are for reference only, not priority):*

1. Interest in **Residential Development** continues to increase. Several developers have submitted building permit applications and many properties have been purchased by developers from private land owners. At this rate, it appears that our housing is likely to grow at a larger rate than the previous year, our largest of recent record.
2. The Supplemental Budget was approved allowing us to add the new **Administrative Services Manager and the Development and Recreation Manager** positions. Both of these positions have now been filled and we are already seeing improved efficiencies in operations and the beginning of a Parks and Recreation Program.
3. I was able to travel to the **League of Oregon Cities Day at the Capital** to interact with State officials and to promote Umatilla. It was a very successful two days with some great potential for positive legislated opportunities for Umatilla.
4. We spent a lot of time **negotiating contracts** for the benefit of the City. Updates to our Dispatch Services Agreement continue. We are still working through SIP. We are in the middle of a lease renewal for the Marina and RV Park with the Corps of Engineers, and many others agreements.
5. The City committed to have a larger participatory role in **Landing Days** this year and has committed funding to those efforts. The Committee is doing great work and we are excited at the prospect of the possibility of our largest Landing Days event yet.
6. Discussions, negotiations, and construction to support the **data centers** located in the City in ongoing and takes a lot of time, effort, and relationship building. We continue to work together to be sure to be providing them the highest level of service.
7. Council provided direction on **Council Goals**. An initial draft of those goals was presented in March with an updated draft scheduled to come before Council again in June. These goals will serve as a strategic plan for the City over the next three years.
8. **The 6th St. Project** design was completed in March with bid documents scheduled to go out in July. Construction on the project is anticipated to begin in early fall.
9. We have been working to update our **Enterprise Zone**. A proposal to modify the zone is scheduled for consideration by Council at their May 7, 2019 meeting. The updated zone will include expansion of some areas, allowances for hotels/motels, and removes areas from Stanfield and Echo.
10. *Please refer to each department report for this quarter for more information on what is happening city-wide.*



City of Umatilla

Employee Performance Evaluation

Employee Information

Name David Stockdale

Job Title City Manager **Date**

Department Administration **Manager** City Council / Mayor

Review Period October 16, 2018 through April 15, 2019

Ratings

	1 = Does Not Meet Expectations	2 = Somewhat Meets Expectations	3 = Meets Expectations	4 = Exceeds Expectations
<p>Job Knowledge: Does the City Manager demonstrate a thorough knowledge of the position, display a desire for learning, anticipate and analyze problems, and willing to try new ideas proposed by elected officials?</p> <p><i>Comments:</i> Still early—but no red flags</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x
<p>Work Quality: Does the City Manager produce high quality of work in satisfactory quantities, lead department heads to do the same, and effectively monitor and manage fiscal activities?</p> <p><i>Comments:</i> So far, so good. Love the accountability for department Heads to quarterly reports.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x
<p>Productivity: Does the City Manager make the best possible use of time and resources and produce satisfactory quantities of work?</p> <p><i>Comments:</i> Wouldn't be surprised if you Worked every day since starting. You have managed to grow projects and Take in new projects. Impressive!</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x
<p>Initiative: Does the City Manager exhibit excitement, desire, creativity, and willing to do what is necessary and required of the position?</p> <p><i>Comments:</i> Creativity, desire and excitement Have to be there for you to be so successful. Appreciate your passion for our city.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x

	1 = Does Not Meet Expectations	2 = Somewhat Meets Expectations	3 = Meets Expectations	4 = Exceeds Expectations
Community Relations: Does the City Manager work well with citizens and properly handle their complaints? <i>Comments :no comments</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Attendance & Punctuality: Is the City Manager present at work as required, exhibit a desire to be present at as many meetings as necessary to meet the needs of the City, and is he respectful of others' time by arriving on-time? <i>Comments: don't know. Needs to let council know when you are out of office.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

Evaluation

ADDITIONAL COMMENTS:

Don't take your foot off the gas. You are making a huge impact on Umatilla.

ACCOMPLISHMENTS:

For being thrown into the fire—and asked to hit the ground running, I think you are doing great!

GOALS:

Keep running, keep up the great job you are doing. Remember to keep us informed when you are out of the office, and other heads of departments.

Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation. Any response to this evaluation may be attached and will be maintained in your Personnel File.

Employee Signature	Date
Mayor Signature	Date

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
8							
8	A Burk's Custom Glass	1958	Window Replacement 2008 FORD F250	03/08/19	167.00	42953	04/08/19
		1958	Window Replacement 2008 Ford F250	03/08/19	167.00	42953	04/08/19
		1959	Window Replacement 2004 Chevy 2500	03/15/19	293.00	42953	04/08/19
	Total 8:				627.00		
40							
40	AgSource Laboratories	90878903	WATER testing	03/05/19	74.15	Multiple	04/23/19
		90885546	TRCI LAB TEST	03/13/19	74.15	Multiple	04/23/19
		90909691	TRCI LAB TEST	04/01/19	148.30	Multiple	04/23/19
	Total 40:				296.60		
66							
66	ALWEST TRANSPORT LTD	181220	OVERPAYMENT MICHALE BOSOMWORTH	03/31/19	1,180.00	42954	04/08/19
	Total 66:				1,180.00		
102							
102	Aramark Uniform Services, Inc.	863887424	Police Mats	03/14/19	157.77	Multiple	04/23/19
		863887426	Mats & Towels	03/14/19	111.62	Multiple	04/23/19
		863907733	Police Mats	03/28/19	157.77	Multiple	04/23/19
		863907735	Mats & Towels	04/28/19	113.28	Multiple	04/23/19
	Total 102:				540.44		
117							
117	ATKINSON, JOSH	DREFUND04	SLIP RELEASED MOORAGE REFUND	04/22/19	122.50	Multiple	04/23/19
	Total 117:				122.50		
142							
142	Baker, Kylie	05072019	LEDS/CJIS Training Conference	04/17/19	96.25	Multiple	04/23/19
	Total 142:				96.25		
147							
147	Banner Bank	72100591-20	Loan Payment 72100591	04/13/19	83,981.98	42955	04/08/19
		72100591-20	Loan Payment 72100591	04/13/19	33,239.45	42955	04/08/19
	Total 147:				117,221.43		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
148	Banner Bank Mastercard	0715MAR19	LUNCHEON	03/31/19	64.00	42956	04/08/19
		0715MAR19	PW TRAINING EUGENE	03/31/19	97.79	42956	04/08/19
		0715MAR19	COMMISSIONER LUNCHEON	03/31/19	44.00	42956	04/08/19
		2217MAR19	AMAZON	03/31/19	239.85	42956	04/08/19
		2217MAR19	AMAZON	03/31/19	17.99	42956	04/08/19
		2217MAR19	ACTION TARGETS	03/31/19	60.97	42956	04/08/19
		2217MAR19	AMAZON	03/31/19	11.16	42956	04/08/19
		2217MAR19	IAPE	03/31/19	100.00	42956	04/08/19
		2217MAR19	INDEED	03/31/19	95.84	42956	04/08/19
		2217MAR19	TLO TRANSUNION	03/31/19	150.00	42956	04/08/19
		2217MAR19	AMAZON	03/31/19	107.34	42956	04/08/19
		3132MAR19	WATER SHOP MAINTENANCE	03/31/19	113.44	42956	04/08/19
		3132MAR19	WATER SHOP MAINTENANCE	03/31/19	113.44	42956	04/08/19
		3488MAR19	OAWU WATER TREATMENT-LOHMAN	03/31/19	285.00	42956	04/08/19
		3488MAR19	SENSUS REGISTRATION HORN/CALDERA	03/31/19	825.00	42956	04/08/19
		3488MAR19	CITY LOGO VECTOR	03/31/19	11.98	42956	04/08/19
		3488MAR19	RECORDING FEE	03/31/19	134.26	42956	04/08/19
		3488MAR19	OPRA WORKSHOP - HORN	03/31/19	214.27	42956	04/08/19
		3488MAR19	GLDA SNACK OPEN HOUSE	03/31/19	20.07	42956	04/08/19
		3488MAR19	WASTE WATER TRAIN- TASSIE	03/31/19	772.56	42956	04/08/19
		3488MAR19	SENSUS REGISTRATION HORN/CALDERA	03/31/19	825.00	42956	04/08/19
		5919MAR19	IIMC RECORDER CMC CERTIFICATION FEE	03/31/19	165.00	42956	04/08/19
		5919MAR19	STAFF CUSTOMER SERVICE TRAINING	03/31/19	1,134.00	42956	04/08/19
		5919MAR19	RECORDER TRAINING MATERIALS	03/31/19	19.43	42956	04/08/19
		5919MAR19	CIS CONFERENCE HOTEL	03/31/19	148.47	42956	04/08/19
		5919MAR19	OAMR RECORDER TRAINING	03/31/19	50.00	42956	04/08/19
		5919MAR19	OMFOA ADMIN SERVICE MNGR POSTING	03/31/19	75.00	42956	04/08/19
		5919MAR19	INDEED AMDIN MNGR POSITNG	03/31/19	25.09	42956	04/08/19
		5919MAR19	IIMC RECORDER TRAINING REGISTRATION	03/31/19	729.00	42956	04/08/19
		5919MAR19	IIMC RECORDER TRAINING FLIGHT	03/31/19	781.00	42956	04/08/19
		5919MAR19	CHAMBER DCA BANQUET SUPPLIES	03/31/19	159.71	42956	04/08/19
		5919MAR19	STAFF LUNCH	03/31/19	15.57	42956	04/08/19
		5919MAR19	HR MANAGEMENT TRAINING	03/31/19	348.00	42956	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5919MAR19	GFOA ADMIN SVC MNGR POSTING	03/31/19	150.00	42956	04/08/19
		6564MAR19	CIS CONFERENCE REGISTRATION	03/31/19	175.00	42956	04/08/19
		8522MAR19	PARKING	03/31/19	7.03	42956	04/08/19
		8522MAR19	PW DIRECTOR SURFACE HARDWARE	03/31/19	143.49	42956	04/08/19
		8522MAR19	OEDA TRAINING EUGENE	03/31/19	110.19	42956	04/08/19
		8522MAR19	OWRD LUNCHEON	03/31/19	58.00	42956	04/08/19
		8522MAR19	OEDA TRAINING-FLORENCE	03/31/19	400.00	42956	04/08/19
		8522MAR19	NATIONAL APA CONF	03/31/19	2,091.66	42956	04/08/19
	Total 148:				11,089.60		
154							
154	BARK BOYS	190258	OVERPAYMENT BRENT W BRUMET	03/31/19	235.00	42957	04/08/19
	Total 154:				235.00		
204							
204	Bisla, Ralph	DREFUND04	Slip released-moorage refund	04/22/19	49.91	Multiple	04/23/19
	Total 204:				49.91		
244							
244	BPR LOGISITICS	190249	OVERPAYMENT KARMJIT S SANDHU	03/31/19	15.00	42958	04/08/19
	Total 244:				15.00		
320							
320	Canon Solutions America, Inc	4028784095	COPIER MAINTENANCE	03/24/19	32.35	42959	04/08/19
		4028804237	COPIER MAINTENANCE	03/27/19	264.09	42959	04/08/19
	Total 320:				296.44		
335							
335	CARPENTER, SKYLER	190487	OVERPAYMENT	03/31/19	50.00	42960	04/08/19
	Total 335:				50.00		
351							
351	Cascade Natural Gas Corp.	7846MAR19	830 6TH ST	03/31/19	214.71	42961	04/08/19
		7851MAR19	822 6TH ST	03/31/19	80.61	42961	04/08/19
		CITYHALLM	Natural Gas New City Hall	03/31/19	120.27	42961	04/08/19
		CITYHALLM	Natural Gas New City Hall	03/31/19	120.28	42961	04/08/19
		CITYHALLM	Natural Gas New City Hall	03/31/19	120.28	42961	04/08/19
		DRAPERMA	Natural Gas Draper Street	03/31/19	129.33	42961	04/08/19
		SEWERMAR	Natural Gas Sewer Plant	03/31/19	665.70	42961	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 351:					1,451.18		
362							
362	Center Point Large Print	1675196	Large Print Books for Library	04/01/19	140.22	42962	04/08/19
Total 362:					140.22		
364							
364	Central Machinery Sales, Inc.	190672	OVERPAYMENT	03/31/19	1,510.00	42963	04/08/19
Total 364:					1,510.00		
367							
367	CenturyLink	0453MAR19	Police Dept T31 Line	03/31/19	93.23	42964	04/08/19
Total 367:					93.23		
391							
391	CI INFORMATION MANAGEMEN	0079973	SHRED SERVICES	03/31/19	40.04	42965	04/08/19
		0079974	SHRED SERVICES	03/31/19	40.04	42965	04/08/19
Total 391:					80.08		
404							
404	Clark, Dr. Norman	REFUND042	Refund for utility overpayment	04/19/19	81.13	Multiple	04/23/19
Total 404:					81.13		
410							
410	CLUB 24	MAR2019	JOINING FEE-INCE	03/31/19	20.00	42966	04/08/19
Total 410:					20.00		
413							
413	CNA Surety	61378524-20	Finance Officer Bond Renewal	06/06/19	17.50	Multiple	04/23/19
		61378524-20	Finance Officer Bond Renewal	06/06/19	78.75	Multiple	04/23/19
		61378524-20	Finance Officer Bond Renewal	06/06/19	78.75	Multiple	04/23/19
Total 413:					175.00		
420							
420	COLEMAN, SCOTT	APRIL04201	MILEAGE REIMB	04/04/19	151.96	Multiple	04/23/19
		APWASPRIN	MILEAGE REIMB	03/18/19	345.68	42967	04/08/19
Total 420:					497.64		
421							
421	COLLISION & CUSTOM AUTO		1 STREET DEPT EQUIP				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			REPAIR	03/28/19	550.00	42968	04/08/19
		1	WATER DEPT EQUIP REPAIR	03/28/19	475.00	42968	04/08/19
		1	PARKS DEPT EQUIP REPAIR	03/28/19	650.00	42968	04/08/19
		1	SEWER DEPT EQUIP REPAIR	03/28/19	660.00	42968	04/08/19
Total 421:					2,335.00		
427							
427	Columbia Harvest Foods	MARCH2019	Office Supplies	04/01/19	89.46	Multiple	04/23/19
Total 427:					89.46		
435							
435	Commercial Tire	238908	WATER DEPT EQUIP REPAIRS	03/07/19	642.56	42969	04/08/19
		239148	Police Dept Vehicle Maintenance	03/15/19	144.05	42969	04/08/19
Total 435:					786.61		
439							
439	Concrete Special Ties, Inc.	43087	Kiwanis Park Concrete	04/10/19	90.85	Multiple	04/23/19
		43103	Kiwanis Park Concrete	04/10/19	83.64	Multiple	04/23/19
Total 439:					174.49		
460							
460	COST LESS CARPET	190718	OVERPAYMENT MARK KIRBY	03/31/19	235.00	42970	04/08/19
Total 460:					235.00		
480							
480	CRIS Inc.	033119-M	Contract Service Agreement	03/31/19	12,500.00	42971	04/08/19
		033119-M	SUPPLIES	03/31/19	47.97	42971	04/08/19
Total 480:					12,547.97		
484							
484	Crown Paper & Janitorial	259092	Marina - Janitorial Supplies	03/26/19	1,015.44	42972	04/08/19
		259863	Cormatic high capacity	04/09/19	128.20	Multiple	04/23/19
Total 484:					1,143.64		
488							
488	Crystal Springs	9262940040	Water for Police Department	04/03/19	67.91	Multiple	04/23/19
Total 488:					67.91		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
491							
491	CTUIR Tribal Native Plant Nurse	201915	Tree Program/Maint	04/02/19	180.00	Multiple	04/23/19
	Total 491:				180.00		
505							
505	Cynthia Eddy	04122019	Reimbursement	04/19/19	179.70	Multiple	04/23/19
	Total 505:				179.70		
525							
525	DCBS - Fiscal Services	1STQTR201	Bldg Surcharge Quarterly Sub	04/19/19	24,563.58	Multiple	04/23/19
	Total 525:				24,563.58		
536							
536	Dell Marketing L.P.	1029312055	Purchase New Server for PD	01/18/19	1,321.16	42973	04/08/19
		1030226172	VLA Office STD 2019	03/06/19	278.78	Multiple	04/23/19
	Total 536:				1,599.94		
540							
540	DEMCO, Inc.	6571552	Supplies Library	03/19/19	227.09	42974	04/08/19
	Total 540:				227.09		
544							
544	DENT, JOSEPH	190313	OVERPAYMENT	03/31/19	15.00	42975	04/08/19
	Total 544:				15.00		
550							
550	DEQ - Water Quality Division	WQ19STM-1	Municipal Stormwater Permit Annual Fee	03/04/19	2,819.00	42976	04/08/19
	Total 550:				2,819.00		
609							
609	Duke's Auto Plus	12002	Auto Repairs 18 Dodge Charger	03/29/19	105.00	42977	04/08/19
	Total 609:				105.00		
628							
628	East Oregonian	143280319	Advertising	03/31/19	872.00	Multiple	04/23/19
		50192	Advertising	04/02/19	106.40	Multiple	04/23/19
		50463	Advertising	04/09/19	169.04	Multiple	04/23/19
		50585	Advertising	04/15/19	463.72	Multiple	04/23/19
	Total 628:				1,611.16		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
629							
629	EASTERN OREGON BUSINES	291	PUBLIC RELATIONS PLAN	04/03/19	900.00	42978	04/08/19
	Total 629:				900.00		
635							
635	Eastern Oregon Telecom, LLC	8743MAR19	Telephone/Fiber Services	03/31/19	277.95	42979	04/08/19
		8743MAR19	Telephone/Fiber Services	03/31/19	47.15	42979	04/08/19
		8743MAR19	Telephone/Fiber Services	03/31/19	307.01	42979	04/08/19
		8743MAR19	Telephone/Fiber Services	03/31/19	375.48	42979	04/08/19
		8743MAR19	Telephone/Fiber Services	03/31/19	141.44	42979	04/08/19
		8743MAR19	Telephone/Fiber Services	03/31/19	198.92	42979	04/08/19
		8743MAR19	Telephone/Fiber Services	03/31/19	273.60	42979	04/08/19
	Total 635:				1,621.55		
642							
642	ECLIPSE LOGISTICS LLC	190254	OVERPAYMENT ROBERT E ROBERTSON	03/31/19	235.00	42980	04/08/19
	Total 642:				235.00		
659							
659	Elmer's Irrigation & Supply	266870	Irrigation Supplies	02/01/19	1.97	Multiple	04/23/19
	Total 659:				1.97		
669							
669	Engraving Specialties	7579	Plaques for Police Dept	03/20/19	326.00	42981	04/08/19
		7586	Desk Bar & Engraving	04/18/19	24.00	Multiple	04/23/19
		7586	Desk Bar & Engraving	04/18/19	24.00	Multiple	04/23/19
	Total 669:				374.00		
680							
680	ES EXPRESS LINE	190553	OVERPAYMENT JESUS SANCHEZ	03/31/19	38.00	42982	04/08/19
	Total 680:				38.00		
711							
711	Fastenal Company	ORHER7278	Supplies for Public Works	02/14/19	540.98	Multiple	04/23/19
	Total 711:				540.98		
716							
716	FEI #3011 Waterworks	0743203	WATER DEPT MAINTENANCE	03/05/19	856.00	42983	04/08/19
		0745126	WATER DEPT MAINTENANCE	03/15/19	996.65	42983	04/08/19
		0751647	WATER DEPT MAINTENANCE	03/28/19	2,499.84	42983	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 716:					4,352.49		
750							
750	Follett's Tree Service	033019	Tree Removals	03/30/19	1,400.00	42984	04/08/19
Total 750:					1,400.00		
784							
784	Galls, DBA Blumenthal Uniform	012370910	Brass name plate	04/02/19	8.82	Multiple	04/23/19
Total 784:					8.82		
823							
823	Gillespie, Garth	REFUND042	Refund Utility Deposit/Setup Fee	04/25/19	100.00	43171	04/25/19
		REFUND042	Refund Utility Deposit/Setup Fee	04/25/19	10.00	43171	04/25/19
Total 823:					110.00		
856							
856	Gotcha Covered	137712	Cleaning Services	04/03/19	443.84	42985	04/08/19
		137712	Cleaning Services	04/03/19	383.98	42985	04/08/19
		137712	Cleaning Services	04/03/19	383.98	42985	04/08/19
		137712	Cleaning Services	04/03/19	248.20	42985	04/08/19
Total 856:					1,460.00		
863							
863	GRANICUS	110741	AGENDA SOFTWARE	03/21/19	8,393.00	42986	04/08/19
Total 863:					8,393.00		
864							
864	Granite Construction Company	1561424	Paving & Supplies	04/03/19	1,299.25	Multiple	04/23/19
		1564148	Paving & Supplies	04/09/19	393.78	Multiple	04/23/19
Total 864:					1,693.03		
901							
901	GUYETTE, PHILLIP	1901		03/27/19	424.70	Multiple	04/23/19
		1901		03/27/19	424.69	Multiple	04/23/19
		1901		03/27/19	424.69	Multiple	04/23/19
		1901		03/27/19	424.69	Multiple	04/23/19
Total 901:					1,698.77		
905							
905	H.D. Fowler Company	I5095959	Water Dept MAINT	03/28/19	482.54	42987	04/08/19
		I5115575	Water Dept Supplies Meters etc	04/18/19	972.02	Multiple	04/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 905:					1,454.56		
907							
907	Hach Company	11407043	BOD Lab System SENSOR	04/02/19	151.15	42988	04/08/19
Total 907:					151.15		
960							
960	Heller & Sons Dist., Inc.	107531	Fuel/Diesel for Marina Resale	03/31/19	5,374.73	Multiple	04/23/19
		16545	Gasoline for Police Cars	03/31/19	1,552.48	Multiple	04/23/19
		16546	Gas for Public Works Vehicles	03/31/19	400.54	Multiple	04/23/19
		16546	Gas for Public Works Vehicles	03/31/19	653.83	Multiple	04/23/19
		16546	Gas for Public Works Vehicles	03/31/19	259.18	Multiple	04/23/19
		16546	Gas for Public Works Vehicles	03/31/19	649.90	Multiple	04/23/19
Total 960:					8,890.66		
967							
967	Hermiston Chamber of Commer	9292	LEADERSHIP CLASS	04/02/19	60.00	Multiple	04/23/19
Total 967:					60.00		
974							
974	HERMISTON IRRIGATION DIS	2019-0021.1	2019 ASSESSMENT	02/01/19	139.00	42989	04/08/19
		2019-0021.2	2019 ASSESSMENT	02/01/19	139.00	42989	04/08/19
		2019-0022.1	2019 ASSESSMENT	02/01/19	767.50	42989	04/08/19
		2019-0022.2	2019 ASSESSMENT	02/01/19	767.50	42989	04/08/19
		2019-2048	ADMINISTRATIVE FEE CHANGE OF OWNERSHIP	02/26/19	50.00	42989	04/08/19
Total 974:					1,863.00		
980							
980	Hermiston Quicky Lube	439099	Police Dept Oil Change	03/15/19	43.95	42990	04/08/19
		439805	Police Dept Oil Change	03/26/19	37.95	42990	04/08/19
Total 980:					81.90		
1007							
1007	HOLDEN, BRENT	TAR-033119	TUITION REIMBURSEMENT	03/31/19	552.22	42991	04/08/19
Total 1007:					552.22		
1060							
1060	Ingram	39130710	Library Books	03/05/19	17.39	42992	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		39130711	Library Books	03/05/19	16.79	42992	04/08/19
		39130712	Library Books	03/05/19	9.75	42992	04/08/19
		39130713	Library Books	03/05/19	31.20	42992	04/08/19
		39149321	Library Books	03/06/19	10.19	42992	04/08/19
		39168775	Library Books	03/07/19	16.19	42992	04/08/19
		39229830	Library Books	03/12/19	16.80	42992	04/08/19
		39229831	Library Books	03/12/19	64.79	42992	04/08/19
		39433172	Library Books	03/26/19	28.18	42992	04/08/19
Total 1060:					211.28		
1068							
1068	Intermountain ESD	525P019213	Quarterly Newsletter	04/05/19	794.34	Multiple	04/23/19
		525P019253	RV Space Brochure	04/19/19	385.80	Multiple	04/23/19
		598T062564	POLICE DEPT MOBILE TABLET UPGRADE	03/22/19	32,162.00	42993	04/08/19
		598T062590	POLICE DEPT MOBILE TABLET UPGRADE	04/03/19	6,930.00	42993	04/08/19
		598T062601	POLICE DEPT MOBILE TABLET UPGRADE	04/03/19	2,681.00	42993	04/08/19
		598T062605	2 POLICE DEPT COMPUTERS	04/03/19	1,781.56	42993	04/08/19
		598T062809	POLICE DEPT Server upgrades	04/18/19	1,240.27	Multiple	04/23/19
		598T062810	City Hall Server Upgrades	04/18/19	1,240.27	Multiple	04/23/19
Total 1068:					47,215.24		
1076							
1076	ION ROZLOVAN	190529	OVERPAYMENT	03/31/19	38.00	42994	04/08/19
Total 1076:					38.00		
1089							
1089	J U B Engineers, Inc.	124576	Professional Services- Engineering	04/18/19	93.54	Multiple	04/23/19
		124576	Professional Services- Engineering	04/18/19	93.54	Multiple	04/23/19
		124576	6th St Project Engineering	04/18/19	930.65	Multiple	04/23/19
		124579	Bonney Industrial Discharge Facility	04/18/19	965.73	Multiple	04/23/19
		124617	PHASE 1 FINAL DESIGN	04/22/19	17,501.12	Multiple	04/23/19
Total 1089:					19,584.58		
1099							
1099	James C. Fulper dba Health Opt	82836	DOT Physical - DYER	03/27/19	95.00	42995	04/08/19
		82858	DOT Physical - WHITAKER	03/27/19	95.00	42995	04/08/19
Total 1099:					190.00		
1108							
1108	JESSE RODRIGUEZ CONSTR	4	6TH ST WATERLINE IMP				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			PROJ	04/04/19	58,496.44	Multiple	04/23/19
	Total 1108:				58,496.44		
1112							
1112	Jimmy's Johns Portable Toilets L	8788	Marina & RV Park - Monthly Unit	04/01/19	185.00	Multiple	04/23/19
	Total 1112:				185.00		
1141							
1141	Jones-Scott co.	41702	Kiwanis park	04/10/19	108.89	Multiple	04/23/19
		41707	Kiwanis park	04/11/19	106.85	Multiple	04/23/19
		42615	3/4 Minus Rock - Streets	03/15/19	270.64	42996	04/08/19
		4597	1" MINUS ROCK	03/13/19	953.11	42996	04/08/19
	Total 1141:				1,439.49		
1142							
1142	Jordan Ramis PC	154830	FEB19 LEGAL SERVICES	02/27/19	1,424.50	42997	04/08/19
		154830	FEB19 LEGAL SERVICES	02/27/19	1,058.75	42997	04/08/19
		154830	FEB19 LEGAL SERVICES	02/27/19	134.75	42997	04/08/19
		154830	FEB19 LEGAL SERVICES	02/27/19	1,982.75	42997	04/08/19
		154830	FEB19 LEGAL SERVICES	02/27/19	539.00	42997	04/08/19
		154830	FEB19 LEGAL SERVICES IFA FINAL DESIGN	02/27/19	981.75	42997	04/08/19
		155792	MAR19 LEGAL SERVICES	03/27/19	75.00	42997	04/08/19
		155792	MAR19 LEGAL SERVICES	03/27/19	2,258.67	42997	04/08/19
		155792	MAR19 LEGAL SERVICES	03/27/19	451.50	42997	04/08/19
		155792	MAR19 LEGAL SERVICES IFA FINAL DESIGN	03/27/19	128.33	42997	04/08/19
	Total 1142:				9,035.00		
1187							
1187	Kids Reference Co.	KRC01-7798	Books for Library	01/18/19	158.90	42998	04/08/19
	Total 1187:				158.90		
1189							
1189	KIE Supply Corp	2001430	Water Dept Maintenance	02/27/19	38.19	42999	04/08/19
		2002327	Park Maintenance	03/25/19	582.56	42999	04/08/19
		2002484	Grease Dipper	03/27/19	14.29	Multiple	04/23/19
		2002972	Street Light Maintenance	04/05/19	14.10	Multiple	04/23/19
		2003044	Park Maintenance	04/18/19	205.48	Multiple	04/23/19
		2003226	Marina - irrigation supplies	04/11/19	98.84	Multiple	04/23/19
		2003316	Street Department EquipMaintenance	04/14/19	11.31	Multiple	04/23/19
		2003391	Marina - irrigation supplies	04/15/19	29.49	Multiple	04/23/19
	Total 1189:				994.26		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1195							
1195	KLICKITAT PUD	45244502	ARMY COE ACCT#45244502	03/01/19	5,400.00	43000	04/08/19
Total 1195:					5,400.00		
1204							
1204	KOHU/KQFM RADIO	87100005-00	AD SPONSOR FOR UHS BB PLAYOFFS	02/28/19	76.13	43001	04/08/19
Total 1204:					76.13		
1219							
1219	Kuhn Law Offices	1142901	Legal Services	04/04/19	560.00	Multiple	04/23/19
		11429-17	IWW Legal Review - Easement	04/04/19	120.00	Multiple	04/23/19
Total 1219:					680.00		
1221							
1221	Kuo Testing Labs, Inc.	19D0078	Marina Coliform Testing	04/10/19	51.00	Multiple	04/23/19
Total 1221:					51.00		
1249							
1249	LAWSON PRODUCTS	9306626614	WATER DEPT MAINTENANCE	04/08/19	91.70	Multiple	04/23/19
Total 1249:					91.70		
1250							
1250	League of Oregon Cities	5971	Citations	04/12/19	331.00	Multiple	04/23/19
Total 1250:					331.00		
1291							
1291	LN Curtis Blue Line	INV270515	Natalia Tovy-Police Clothing	03/29/19	198.70	Multiple	04/23/19
Total 1291:					198.70		
1296							
1296	LOGAN, LAWRENCE M	190457	OVERPAYMENT	03/31/19	45.00	43002	04/08/19
Total 1296:					45.00		
1297							
1297	Lohman, Jason	04032019	Per Diem Water Distribution Training	04/03/19	137.50	Multiple	04/23/19
Total 1297:					137.50		
1362							
1362	Martin Business Systems	14937	Utility Forms	04/04/19	291.69	Multiple	04/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		14937	Utility Forms	04/04/19	291.69	Multiple	04/23/19
Total 1362:					583.38		
1393							
1393	McCrometer, Inc.	523125RI	Meter	04/10/19	4,691.33	Multiple	04/23/19
Total 1393:					4,691.33		
1432							
1432	Mendoza, Guadalupe	WWETCONF	TAXI REIMBURSEMENT	02/21/19	34.16	43003	04/08/19
Total 1432:					34.16		
1445							
1445	MERX GLOBAL INC.	182992	OVERPAYMENT JOHN BIELKA	03/31/19	605.47	43004	04/08/19
Total 1445:					605.47		
1461							
1461	Mid-American Research Chemic	0661453IN	Gloves	03/29/19	406.04	Multiple	04/23/19
Total 1461:					406.04		
1497							
1497	Morasch, Carl	DREFUND04	Moorage Refund - Slip Released	04/22/19	120.00	Multiple	04/23/19
Total 1497:					120.00		
1561							
1561	Norco Inc.	26146920	Cylinder Rental	03/31/19	43.12	43005	04/08/19
		26146920	Cylinder Rental	03/31/19	43.12	43005	04/08/19
Total 1561:					86.24		
1562							
1562	North Central Labs of Wisc	421191	lab supplies	03/29/19	204.50	Multiple	04/23/19
Total 1562:					204.50		
1580							
1580	NW Farm Supply Inc.	A198950	Water Dept Maintenance	03/25/19	65.97	43006	04/08/19
		C104547	street equipment maintenance	03/04/19	4.98	43006	04/08/19
		C105021	street equipment maintenance	03/26/19	45.55	43006	04/08/19
Total 1580:					116.50		
1611							
1611	OMALLEY, MICHAEL K	190594	OVERPAYMENT	03/31/19	38.00	43007	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1611:					38.00		
1615							
1615	One Call Concepts, Inc.	9030506	Excavation Notices	03/31/19	29.04	43008	04/08/19
Total 1615:					29.04		
1628							
1628	Oregon Assoc Chiefs of Police	201903007	POST Tests (Form C)	03/26/19	173.00	43009	04/08/19
Total 1628:					173.00		
1636							
1636	Oregon Dept of Revenue	033119	State Court Assessments	03/31/19	29,863.38	43010	04/08/19
Total 1636:					29,863.38		
1638							
1638	Oregon Dept of Transportation	B330821200	Street Maintenance - Mag Chloride	03/29/19	4,241.49	Multiple	04/23/19
Total 1638:					4,241.49		
1645							
1645	Oregon Municipal Judges Assn.	2019DUES	Annual Dues Judge Krogh - 2019	01/01/19	125.00	Multiple	04/23/19
Total 1645:					125.00		
1676							
1676	OXARC Inc.	30599744	SEWER DEPT MAINT	03/05/19	85.00	43011	04/08/19
		30614149	SEWER DEPT MAINT	03/22/19	26.10	43011	04/08/19
		30632034	Chlorine Cylinders	04/11/19	1,385.55	Multiple	04/23/19
		30632035	Chlorine Cylinders	04/11/19	1,235.55	Multiple	04/23/19
		30632036	Chlorine Cylinders	04/01/19	1,385.55	Multiple	04/23/19
		30632037	Chlorine Cylinders	04/11/19	1,235.55	Multiple	04/23/19
Total 1676:					5,353.30		
1684							
1684	Pacific Power	0013APR19	Hwy 395 & 730 Intertie Well	04/17/19	1,814.71	Multiple	04/23/19
		0013MAR19	Hwy 395 & 730 Intertie Well	03/15/19	1,733.98	43012	04/08/19
		0021MARCH	205 Powerline/McNary Ind Park/WWTP	03/25/19	7,524.19	43012	04/08/19
		0039MAR19	McFarland Well	03/27/19	1,526.11	43012	04/08/19
		0047MAR19	McNary Mobil Phase 2	03/29/19	259.69	43012	04/08/19
		0050APR19	KIWANIS PARKS	04/16/19	18.81	Multiple	04/23/19
		0054MAR19	City Park Restrooms	03/25/19	400.22	43012	04/08/19
		0062APR19	Shop Complex	04/15/19	53.46	Multiple	04/23/19
		0062MAR19	Shop Complex	03/15/19	26.68	43012	04/08/19
		0070APR19	8th & F SE Corner	04/15/19	57.64	Multiple	04/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0070MAR19	8th & F SE Corner	03/15/19	27.53	43012	04/08/19
		0088APR19	8th & E SS Park	04/15/19	175.60	Multiple	04/23/19
		0088MAR19	8th & E SS Park	03/15/19	126.72	43012	04/08/19
		0096MAR19	6th & A St Decorative Light	03/25/19	22.98	43012	04/08/19
		0104APR19	Street Lights	04/17/19	2,309.11	Multiple	04/23/19
		0104MAR19	Street Lights	03/19/19	2,314.51	43012	04/08/19
		0112APR19	800 6th St PARK	04/15/19	54.70	Multiple	04/23/19
		0112APR19	800 6th St/City Hall/Library	04/15/19	206.53	Multiple	04/23/19
		0112APR19	800 6th St/City Hall/Library	04/15/19	206.53	Multiple	04/23/19
		0112APR19	800 6th St/City Hall/Library	04/15/19	206.52	Multiple	04/23/19
		0112MAR19	800 6th St/City Hall/Library	03/15/19	37.31	43012	04/08/19
		0112MAR19	800 6th St/City Hall/Library	03/15/19	220.05	43012	04/08/19
		0112MAR19	800 6th St/City Hall/Library	03/15/19	220.05	43012	04/08/19
		0112MAR19	800 6th St PARK	03/15/19	220.05	43012	04/08/19
		0120APR19	Police Dept	04/15/19	480.76	Multiple	04/23/19
		0120MAR19	632 D ST	03/15/19	908.54	43012	04/08/19
		0146APR19	Bud Draper Dr	04/16/19	3,643.78	Multiple	04/23/19
		0146MAR19	Bud Draper Dr	03/15/19	3,080.73	43012	04/08/19
		0153APR19	Water Booster Station	04/16/19	1,464.41	Multiple	04/23/19
		0153MAR19	Water Booster Station	03/15/19	1,160.71	43012	04/08/19
		0161APR19	Water Tank Port	04/16/19	3,518.96	Multiple	04/23/19
		0161MAR19	Water Tank Port	03/15/19	3,799.06	43012	04/08/19
		0179MAR19	285 Radar Rd Booster Pump	03/27/19	558.58	43012	04/08/19
		0187APR19	Div 7 Naches Ave Lift	04/16/19	32.96	Multiple	04/23/19
		0187MAR19	Div 7 Naches Ave Lift	03/15/19	32.81	43012	04/08/19
		0377MAR19	Bath House Marina	03/29/19	1,212.05	43012	04/08/19
		0385MAR19	Fish Cleaning Station Marina	03/25/19	17.87	43012	04/08/19
		0393MAR19	West End Comfort Station	03/25/19	17.87	43012	04/08/19
		0401MAR19	15 HP Pump Marina Levy	03/28/19	94.81	43012	04/08/19
		0419MAR19	Quincy Ave N 2nd Marina office bldg	03/25/19	145.46	43012	04/08/19
		0427MAR19	Marina Park	03/25/19	669.31	43012	04/08/19
		0435MAR19	1710 Quincy St Marina	03/29/19	994.90	43012	04/08/19
		0443APR19	Umatilla Marina St Lights	04/12/19	185.65	Multiple	04/23/19
		0476MAR19	Variable Sign Hwy 730	03/25/19	24.98	43012	04/08/19
		0500MAR19	KIWANIS PARKS	03/15/19	17.27	43012	04/08/19
		Total 1684:				41,825.15	
1763							
1763	Platt	U621232	Street Dept Equipment Maintenance	03/07/19	28.75	43013	04/08/19
		U852600	Street Light Maintenance	04/05/19	25.43	Multiple	04/23/19
		U901705	SHOP MAINTENANCE	04/12/19	25.98	Multiple	04/23/19
		Total 1763:				80.16	
1773							
1773	Positive Promotions, Inc.	06243380	Promo Items for Police Dept	03/27/19	20.00	43014	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1773:					20.00		
1774							
1774	Postmaster	040319	MAIL UTILITY & NEWS LETTER	04/03/19	1,500.00	43015	04/08/19
		040319	MAIL UTILITY & NEWS LETTER	04/03/19	1,500.00	43015	04/08/19
		26 2019	Renew First Class Permit 26	03/20/19	117.50	43015	04/08/19
		26 2019	Renew First Class Permit 26	03/20/19	117.50	43015	04/08/19
Total 1774:					3,235.00		
1791							
1791	PRO RENTAL & SALES, INC.	221006180	equipment rental	02/21/19	44.46	Multiple	04/23/19
		22-1006180	PARK RENTAL	02/21/19	44.46	43016	04/08/19
Total 1791:					88.92		
1818							
1818	Quill Corporation	5816318	Planning/Building Supplies	03/13/19	625.47	43017	04/08/19
		5816318	Planning/Building Supplies	03/13/19	625.48	43017	04/08/19
		6120660	Office Supplies	03/26/19	208.01	43017	04/08/19
		6120660	Office Supplies	03/26/19	41.33	43017	04/08/19
		6120660	Office Supplies	03/26/19	83.34	43017	04/08/19
		6120660	Office Supplies	03/26/19	124.67	43017	04/08/19
		6120660	Office Supplies	03/26/19	124.67	43017	04/08/19
		6120660	Office Supplies	03/26/19	83.34	43017	04/08/19
		6120660	Office Supplies	03/26/19	12.21	43017	04/08/19
		6131910	Planning Supplies	03/26/19	106.99	43017	04/08/19
		6557227	Office Supplies	04/11/19	71.85	Multiple	04/23/19
		6557227	Office Supplies	04/11/19	14.28	Multiple	04/23/19
		6557227	Office Supplies	04/11/19	28.79	Multiple	04/23/19
		6557227	Office Supplies	04/11/19	43.07	Multiple	04/23/19
		6557227	Office Supplies	04/11/19	43.07	Multiple	04/23/19
		6557227	Office Supplies	04/11/19	28.79	Multiple	04/23/19
		6557227	Office Supplies	04/11/19	4.20	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	82.72	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	16.44	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	33.14	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	49.58	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	49.58	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	33.14	Multiple	04/23/19
		6557277	Office Supplies	04/11/19	4.83	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	64.12	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	12.74	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	25.69	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	38.43	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	38.43	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	25.69	Multiple	04/23/19
		6557337	Office Supplies	04/11/19	3.75	Multiple	04/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		6592293	Office Supplies	04/12/19	56.31	Multiple	04/23/19
		6592293	Office Supplies	04/12/19	11.19	Multiple	04/23/19
		6592293	Office Supplies	04/12/19	22.56	Multiple	04/23/19
		6592293	Office Supplies	04/12/19	33.75	Multiple	04/23/19
		6592293	Office Supplies	04/12/19	33.75	Multiple	04/23/19
		6592293	Office Supplies	04/12/19	22.56	Multiple	04/23/19
		6592293	Office Supplies	04/12/19	3.30	Multiple	04/23/19
Total 1818:					2,931.26		
1846							
1846	RDO Equipment Co.	P65817	Fertilizer	03/26/19	1,548.00	Multiple	04/23/19
		P65825	Park Dept Equip Maintenance	03/26/19	150.50	Multiple	04/23/19
		W35603	Marina Equipment Maintenance	03/18/19	537.19	Multiple	04/23/19
Total 1846:					2,235.69		
1849							
1849	Recorded Books, LLC	76203830	Books on Tape for Library	03/29/19	148.47	Multiple	04/23/19
Total 1849:					148.47		
1940							
1940	SANDOVAL, NANCI	04032019	PER DIEM CIS CONFERENCE	04/03/19	386.90	Multiple	04/23/19
Total 1940:					386.90		
1943							
1943	Sanitary Disposal, Inc.	032019	Refuse Collection	04/01/19	58,469.41	Multiple	04/23/19
		032019	Refuse Collection	04/01/19	738.35	Multiple	04/23/19
		FEB2019	Refuse Collection	02/28/19	47,691.54	43018	04/08/19
		FEB2019	Marina Refuse	02/28/19	738.35	43018	04/08/19
Total 1943:					107,637.65		
1955							
1955	SAUNDERS, LEROY	190370	OVERPAYMENT	03/31/19	235.00	43019	04/08/19
Total 1955:					235.00		
1956							
1956	SCHABLOW, TERRY R	190356	OVERPAYMENT	03/31/19	5.90	43020	04/08/19
Total 1956:					5.90		
1981							
1981	SEITZ, BRANDON	04302019	Per Diem/Hotel Building Training	04/30/19	186.65	Multiple	04/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1981:					186.65		
2038							
2038	SMARSH, INC.	INV0049066	MONTHLY FEE	03/31/19	129.00	43021	04/08/19
Total 2038:					129.00		
2059							
2059	Smitty's Ace Hardware	598218	PARKS MAINTENANCE	03/01/19	43.98	43022	04/08/19
		598426	SEWER DEPT MAINT	03/05/19	14.75	43022	04/08/19
		598522	water dept maintenance	03/06/19	15.73	43022	04/08/19
		598576	Street Dept Maintenance	03/07/19	15.96	43022	04/08/19
		598953	SEWER DEPT MAINT	03/13/19	63.00	43022	04/08/19
		599112	water dept maintenance	03/15/19	42.93	43022	04/08/19
		599408	PARKS MAINTENANCE	03/20/19	237.12	43022	04/08/19
		599606	BUILDING MAINTENANCE- CITY HALL	03/22/19	13.98	43022	04/08/19
		599771	CODE ENFORCEMENT MAINT	03/25/19	40.94	43022	04/08/19
		599866	CODE ENFORCEMENT MAINT	03/26/19	38.16	43022	04/08/19
		599937	Street EQUIP MAINT	03/27/19	34.73	43022	04/08/19
		DISC0319	DISCOUNT	03/31/19	27.84-	43022	04/08/19
Total 2059:					533.44		
2148							
2148	Talos Engineering, Inc.	1269	Cellular Texting System	04/01/19	55.00	43023	04/08/19
Total 2148:					55.00		
2171							
2171	Territorial Supplies, Inc.	14148	5 Badges - Police Dept	03/11/19	507.50	43024	04/08/19
Total 2171:					507.50		
2205							
2205	Titan Truck Equipment & Acces	1227953	Street Dept Equipment Maintenance	02/07/19	201.67	43025	04/08/19
		1230194	Street Dept Maintenance	03/06/19	209.39	43025	04/08/19
Total 2205:					411.06		
2214							
2214	Tom Denchel Ford Country	5004733	Street Vehicle Maintenance	03/07/19	54.52	43026	04/08/19
		6006993	Street Vehicle Maintenance	03/13/19	952.19	43026	04/08/19
		6007294	Street Vehicle Maintenance	03/27/19	2,249.34	43026	04/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2214:					3,256.05		
2264							
2264	Umatilla Chamber of Commerce	LD2019	Landing Days	04/18/19	5,000.00	Multiple	04/23/19
Total 2264:					5,000.00		
2270							
2270	Umatilla County Circuit Court	WM480772	Bail Transfer JACK MAXWELL	03/31/19	150.00	43027	04/08/19
Total 2270:					150.00		
2273							
2273	Umatilla County Finance Dept	033119	County Court Assessment	03/31/19	4,034.37	43028	04/08/19
Total 2273:					4,034.37		
2281							
2281	Umatilla Elect. Coop. Assoc.	004MAR19	Lights for Waterfall	03/20/19	49.36	43029	04/08/19
		240MAR19	5 HP Sewer Pump Wildwood Elect	03/20/19	42.28	43029	04/08/19
		240MAR19	Street Light Electric	03/20/19	9.06	43029	04/08/19
		240MAR19	Hwy 730 / 395	03/20/19	8.00	43029	04/08/19
		240MAR19	Hwy 730 / McNary	03/20/19	8.00	43029	04/08/19
		2506MARCH	Electric	04/01/19	95.67	Multiple	04/23/19
		2506MARCH	Electric	04/01/19	80.50	Multiple	04/23/19
Total 2281:					292.87		
2287							
2287	Umatilla Museum & Historical Fo	2019MEMBE	Membership Dues 2019	03/31/19	100.00	43030	04/08/19
Total 2287:					100.00		
2293							
2293	Unifirst Corporation	1430236069	Bldg Maint/Supplies CH/Library	03/01/19	35.70	43031	04/08/19
		1430236069	Bldg Maint/Supplies CH/Library	03/01/19	55.31	43031	04/08/19
		1430236069	Bldg Maint/Supplies CH/Library	03/01/19	55.32	43031	04/08/19
		1430236529	Bldg Maint/Supplies CH/Library	03/08/19	35.70	43031	04/08/19
		1430236529	Bldg Maint/Supplies CH/Library	03/08/19	55.31	43031	04/08/19
		1430236529	Bldg Maint/Supplies CH/Library	03/08/19	55.32	43031	04/08/19
		1430237001	Bldg Maint/Supplies CH/Library	03/15/19	35.70	43031	04/08/19
		1430237001	Bldg Maint/Supplies CH/Library	03/15/19	55.31	43031	04/08/19
		1430237001	Bldg Maint/Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			CH/Library	03/15/19	55.32	43031	04/08/19
		1430237484	Bldg Maint/Supplies	03/22/19	35.70	43031	04/08/19
			CH/Library				
		1430237484	Bldg Maint/Supplies	03/22/19	55.31	43031	04/08/19
			CH/Library				
		1430237484	Bldg Maint/Supplies	03/22/19	55.32	43031	04/08/19
			CH/Library				
		1430237974	Bldg Maint/Supplies	03/29/19	35.70	43103	04/23/19
			CH/Library				
		1430237974	Bldg Maint/Supplies	03/29/19	55.31	43103	04/23/19
			CH/Library				
		1430237974	Bldg Maint/Supplies	03/29/19	55.32	43103	04/23/19
			CH/Library				
		1430238440	Bldg Maint/Supplies	04/05/19	35.70	43103	04/23/19
			CH/Library				
		1430238440	Bldg Maint/Supplies	04/05/19	55.31	43103	04/23/19
			CH/Library				
		1430238440	Bldg Maint/Supplies	04/05/19	55.32	43103	04/23/19
			CH/Library				
		1430238912	Bldg Maint/Supplies	04/12/19	35.70	43103	04/23/19
			CH/Library				
		1430238912	Bldg Maint/Supplies	04/12/19	55.31	43103	04/23/19
			CH/Library				
		1430238912	Bldg Maint/Supplies	04/12/19	55.32	43103	04/23/19
			CH/Library				
		1430239385	Bldg Maint/Supplies	04/19/19	35.70	43103	04/23/19
			CH/Library				
		1430239385	Bldg Maint/Supplies	04/19/19	55.31	43103	04/23/19
			CH/Library				
		1430239385	Bldg Maint/Supplies	04/19/19	55.32	43103	04/23/19
			CH/Library				
Total 2293:					1,170.64		
2295							
2295	Uni-Tech Communications Inc.	13292	Council Chamber Audio Repair	03/20/19	524.75	Multiple	04/23/19
Total 2295:					524.75		
2299							
2299	UNITED RENTALS INC	1676293530	Excavation Training	03/29/19	300.00	Multiple	04/23/19
		1676293530	Excavation Training	03/29/19	300.00	Multiple	04/23/19
Total 2299:					600.00		
2307							
2307	UPS	84WV129	Police Postage	03/23/19	34.18	43032	04/08/19
		84WV8139	Police Postage	03/30/19	20.78	43032	04/08/19
Total 2307:					54.96		
2337							
2337	Verizon Wireless	9826273241	2 Water Dept Lines	04/07/19	85.14	43033	04/08/19
		9827356291	2 Water Dept Lines	04/02/19	105.48	Multiple	04/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		9827356291	PW AIR CARDS/PHONES	04/02/19	160.04	Multiple	04/23/19
		9827356291	Police Department Cell Phones	04/02/19	632.88	Multiple	04/23/19
		9827356292	Police Air Cards	03/31/19	326.99	Multiple	04/23/19
Total 2337:					1,310.53		
2357							
2357	WALDERMER, MARK W	190494	OVERPAYMENT	03/31/19	38.00	43034	04/08/19
Total 2357:					38.00		
2361							
2361	Walmart Community	APRIL2019	City Cleanup BBQ Supplies	04/16/19	72.91	Multiple	04/23/19
Total 2361:					72.91		
2421							
2421	Wildcat Electric, LLC	4424	POLICE STATION	03/23/19	6,967.00	43035	04/08/19
Total 2421:					6,967.00		
2487							
2487	Zita, Jan	05072019	Per diem for CJIS Workshop	04/17/19	96.25	Multiple	04/23/19
Total 2487:					96.25		
Grand Totals:					595,981.43		

Report Criteria:

Detail report type printed

**CITY OF UMATILLA
COUNCIL MEETING
April 02, 2019**

1. **CALLED TO ORDER:** Mayor Dedrick called the council meeting to order at 7:00pm.

2. **ROLL CALL**

Present: Councilor Roxbury, Smith, Wheeler, Chavez, and TenEyck.

Absent: Councilor Funderburk (excused per email).

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 TenEyck moved to approve the agenda. Seconded by Councilor Roxbury. Voted: 5-0. Motion carried.

5. **CITY MANAGER'S REPORT**

General Updates/Announcements – Manager Stockdale announced there would be community clean up on April 13 from 9AM to noon, a flashlight Easter egg hunt on April 19 at 8PM, an Arbor Day celebration on April 24, a tree planting event on April 26, and a tree pruning workshop on April 30.

Construction at City Hall would start around mid-May and would continue until about mid-July. Staff was moving forward with a rate study and SDCs study.

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

Umatilla Chamber of Commerce – Council President TenEyck presented William Meade with the *Above and Beyond Award* from the Umatilla Chamber of Commerce

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**

Moved by Councilor TenEyck to approve the Consent Agenda, which included paid invoices, March 5, 2019 minutes, and March 19, 2019 minutes. Seconded by Councilor Smith. Voted: 5-0. Motion carried.

8. **NEW BUSINESS:**

Arbor Day Proclamation – Mayor Dedrick read the Arbor Day Proclamation to the audience.

Moved by Councilor Roxbury to approve 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, and 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 Gran. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

Moved by Councilor TenEyck to approve 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. Seconded by Councilor Wheeler. Voted: 5-0. Motion carried.

9. PUBLIC COMMENT: No public comment was provided.

10. DISCUSSION ITEMS:

Department Director Contracts – Manager Stockdale explained that 2 department directors had contracts and 2 department directors who did not. What this contract was doing, essentially, was standardizing all contracts for the directors. We had a handbook that was used to guide us, but we wanted to clarify some of this stuff. Manager Stockdale stated staff would work on the highlighted sections and bring it back to Council in about a month. At the May regular meeting they could have the discussion again, because there was most likely not going to be a May workshop, and ready for adoption in June.

Councilor Roxbury wanted to know what the difference between misfeasance and malfeasance, or if there was a difference. Manager Stockdale deferred the question to Attorney SpicerKuhn. Attorney Spicer Kuhn stated that in the definition of the words there was a difference. In the way that they were used in the contract not so much.

Councilor Roxbury wanted clarification on contract item 6.2.4 which stated excessive unexcused absence or excessive unexcused tardiness. He wanted to know that with FMLA/OFLA shouldn't it be defined. Is it possible to be defined? He may think missing 3 days a month would be excessive and Manager Stockdale would not think the same. These things were big deals and the reason why people got jammed up. Those things should be defined. Leaving it broadly defined allows room for mistakes. It makes interpretation subjective, based on performance. He didn't think that was the definition of a contract. He didn't think that was the definition of a policy. You can't just think on things that you know are going to happen. It is insane how people use those flexibility to their advantage. He used the example of the State paying an insane amount of overtime at TRCI to the bargaining employees.

Personnel Committee Discussion - Manager Stockdale stated there had been a lot of changes in the last year, and certainly the last six months that he had been here. The Personnel Committee's roles and duties have morphed over the year to meet demands from the City. Manager Stockdale would like to create a policy manual or operational manual for those committees.

Councilor TenEyck and Councilor Chavez were the members on the Personnel Committee.

11. MAYOR'S MESSAGE: Mayor Dedrick thanked everyone for coming. She congratulated William Meade on his award and all his accomplishments. Mayor Dedrick challenged all the Councilors to bring 2 cases of water for the Slam Dunk the Junk event.

12. COUNCIL INFORMATION AND DISCUSSION

Councilor TenEyck – Thanked Mr. Meade for more than 25 years of excellence. He was also proud to announce that 2 of his 8 grandchildren were in the audience enduring this meeting with the rest of us, Macy & Hayden.

13. ADJOURN: EXCELLENCE

Moved by Councilor TenEyck to adjourn the meeting. Seconded by Councilor Roxbury. Vote: 5-0. Motion carried. Meeting adjourned at 7:52pm

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
EMERGENCY MEETING
April 16, 2019**

1. CALLED TO ORDER: Mayor Dedrick called the council workshop to order at 8:11pm.

2. ROLL CALL

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

Absent: Councilor Chavez (excused) and Mayor Dedrick (excused).

Staff Present: Manager Stockdale, Finance and Administration Director Ince, Community Development Director Mabbott, Community Development Coordinator Horn, Chief Huxel, Public Works Director Coleman, and Recorder Sandoval.

3. MANAGER'S REPORT:

Public Works Director Coleman touched base on the damage that was caused by the high water on the Umatilla River. He explained that a log hit the middle section and debris kept piling up, dislodging the middle section of the bridge. Once the water recedes, we would have to involve the Corps because anytime we moved more than 20 yards of material out of the river, there would need to be permitting processes followed. There would be a lot of work to do in the next months.

The area has been roped off by the Police Department. They have no trespassing signs on both sides of the bridge.

The Umatilla County Emergency Manager, Thomas Robert thanked the Council for taking the Emergency Declaration approach. The Umatilla County, the Confederated Tribes of the Umatilla Indian Reservation, and the City of Pendleton all had taken a similar approach. All this will push the threshold for FEMA requirements. He applauded them and thanked them for their efforts. We were all working as a team to try to deal with the situation. The bridge collapsing was a game changer for the County.

Manager Stockdale explained there were three engineers looking at the bridge to do assessment damage. They were estimating around 5 million dollars to replace the bridge because it was considered a total loss.

Councilor Roxbury stated we needed to build the bridge as a rainbow arch. The bridge had previously needed repairs because of the design. The middle channel of the River was the deepest in the middle where the collapse had occurred. The middle channel of the River needed to be left open.

Manager Stockdale stated they would be looking at different design. The engineers would look at the options depending on if the bridge was declared a total loss or not. The piers were just walls. Those walls were battling the water every day. There needed to be a way to disperse the hydrology on the piers.

Councilor Roxbury stated that the bridge is 40 years, and we say it took 40 years for it to collapse, but it was incorrect, it took one day and the right set of conditions. It is not like it was 40 years of stress piling on the bridge and finally it broke. We had high enough water and plenty of logs coming down to take it down.

4. ACTION ITEMS:

Moved by Councilor Roxbury to approve Resolution No. 57 -2019 - A Resolution Declaring the City of Umatilla, Oregon to be in State of Emergency. Seconded by Councilor TenEyck. Voted: 6-0. Motion carried unanimously.

5. DISCUSSION ITEMS

Fee Resolution Updates – Finance and Administration Director Ince gave an updated report on the fee resolution.

6x26 – Community Development Coordinator Horn presented on a City-wide mural program. She gave examples on what other communities had done to beautify their community by commissioning an artist to paint murals on downtown buildings. The project, called 6x26, was suggesting six murals be completed by the year 2026.

Council gave the consensus to pursue the project.

IWW Easements – Community Development Director stated they would be routing the industrial waste water lines through different property than originally planned. She pointed out the new lines on the map presented to Council. The City would be dedicating itself an easement. This would help memorialize the easement if the City ever sold the property or decided to develop it.

WEID Draft Agreements – As part of the overall picture to build the industrial waste water systems the water line would go into a Bureau of Reclamation canal and West Extension Irrigation District.

Port of Entry Discussion – There was discussion about relocating the Port of Entry. Ideally, the new Port of Entry would still be in City limits. Several different locations were presented.

Chief Huxel stated we were not ready to write off the revenue that was coming from the citations.

Manager Stockdale surmised that retail opportunity was the higher value usage for that space. He was hoping to exchange more information and on properties when the State was ready to relocate. This was information that could be used for their future meetings.

Councilor TenEyck wanted to know how far apart we were from the 2011 estimated costs. Manager Stockdale stated about 30 million dollars from the original 21 million.

Moved by Councilor TenEyck to adjourn the meeting. Seconded by Councilor Roxbury.
Voted: 6-0. Motion carried. Meeting adjourned at 9:57p.m.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



Umatilla Municipal Court

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

MAY 1, 2019

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

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>		<u>STATE</u>		<u>REFUNDS</u>
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$ 66,426.37	\$27,845.25	\$15.00	\$4,034.37	\$29,863.38	\$ 4668.37

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

FINE TURNOVER FOR MARCH 2019 IS \$27,845.25.

TWO WEDDINGS PERFORMED IN MARCH 2019 BOTH IN THE COURT ROOM.

A handwritten signature in cursive script, appearing to read "Theresa M Krogh".

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL



Umatilla Municipal Court

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

MAY 1, 2019

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

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>		<u>STATE</u>	<u>REFUNDS</u>	
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$ 75,155.50	\$33,136.73	\$10.00	\$4,642.80	\$36,119.92	\$ 1246.05

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

FINE TURNOVER FOR APRIL 2019 IS \$33,136.73.

THREE WEDDINGS PERFORMED IN APRIL 2019 ONE IN THE COURT ROOM AND TWO OUT OF THE COURT ROOM.

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 58-2019 A Resolution Amending Sections 3, 5, 14, 17, 18, 26 and 28 of the Umatilla Fee Resolution; and Amending the Title of Resolution No. 19-2018

Meeting Date:

May 7, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-3226 x
104

Cost of Proposal:

N/A

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

Yes, 04/16/19

Attachments to Agenda Packet Item:

Resolution No. 58-2019

Summary Statement:

Throughout the budget process, City Staff took a comprehensive look at the City's existing fee resolution and have pointed out several sections that need updating. Staff is proposing a 12% water rate increase and a 3.5% sewer rate increase for the next fiscal year, which will be addressed in the attached presentation. There are also several minor changes in other sections of the fee resolution such as an increase to the business license fee and hydrant meter deposit.

Consistent with Council Goals:

RESOLUTION NO. 58-2019

A RESOLUTION AMENDING SECTIONS 3, 5, 14, 17, 18, 26 AND 28 OF THE UMATILLA FEE RESOLUTION; AND AMENDING THE TITLE OF RESOLUTION NO. 19-2018

WHEREAS, Ordinance No. 518, entitled "An Ordinance Establishing a Procedure to Annually Review City fees, License, Permits and to adjust the Charges Therefore by Resolution of the City Council" was passed by the City Council and approved by the mayor on October 21, 1985; and

WHEREAS, a study of all licenses, permits, fees and charges for services has been completed and reviewed by the City Council; and

WHEREAS, the City Council desires to set licenses, permits, fees and charges for services at levels that are fair and equitable to both the beneficiary of the services and to the City; and

WHEREAS, fees for services should defray the actual costs for providing the services; and

WHEREAS, it is the policy of the City Council that charges and fees for license, permits and services shall be adopted by resolution; and

WHEREAS, The Council delegates to the City Manager and the Finance & Administrative Services Director the authority as the Council's duly-authorized agent to negotiate with individuals, groups, or organizations a reduced payment of the fees in lieu of the established fee schedule. Authority is limited to an amount not-to-exceed \$1,000 per individual fee type or account in any calendar year; now therefore,

THE CITY OF UMATILLA DOES HEREBY RESOLVE AS FOLLOWS:
(Matter to be deleted is in [brackets]. New matter to amend an existing section is underlined.)

Section 3. BUSINESS is amended to read:

3. BUSINESS

3.1	Business License Fee (Due July 1st each year) (ORD. #486)	\$ 40.00 [30.00]
3.2	Business License Late Fee (If paid after July 15 th of each year)	\$ 20.00
3.3	Solicitors-Canvassers Fee (ORD. #212)	\$ 30.00
	Plus investigation fee per each solicitor.	\$ 5.00

Any and all persons claiming to have the right under State or Federal law to solicit or canvass in the City of Umatilla without payment of license fee, shall nevertheless, apply for and secure a solicitors or canvassers license and it shall be the duty and responsibility of such person to establish their right to receive such license without payment of fees to the satisfaction of the Chief of Police of City of Umatilla. Solicitors-canvassers licenses expire on June 30 of each year.

EXCEPTIONS:

- a. No fee shall be required of one selling products of garden or orchard actually produced by seller.
- b. No fee shall be required of one soliciting any regularly and permanently established merchant of the City of Umatilla.
- c. No fee shall be required of one selling goods or merchandise or performing services on a purely non-profit basis for charitable, educational or religious benefit, provided such facts are established by the applicant to the satisfaction of the City Recorder.

Section 5. COPIES OF PUBLIC RECORDS AND RELATED SERVICES is amended to read:

5. COPIES OF PUBLIC RECORDS AND RELATED SERVICES

5.1	An accounting fee will be charged when the department bills the requester. For any transaction regarding record there will be a minimum charge of ...	\$ 2.50
5.2	Certification of copy. This is in addition to fee established in paragraph 6.1 and 6.6.	\$ 3.75
5.3	Computer processing charges will be:	
	a. Actual executive department charge for the job	
	b. Programmer/Analyst and secretarial support time	
	c. Video terminal look up cost including staff time	\$ 1.00 per screen
	d. Supplies at actual cost	
5.4	Copies of existing mailing lists may be provided at a fee of ten dollars per 100 names, with no additional charge for staff time.	\$ 10.00 per 100
5.5	Documents published by the City will be:	
	a. Budget Document	\$ 10.00
	b. Comprehensive Plan	\$ 20.00
	c. Sign Code	\$ 5.00
	d. Subdivision Code	\$ 5.00
	e. Zoning Code	\$ 10.00
	f. Public Works Standards	\$ 50.00
	g. All other documents will have a fee established at the time of publication.	
5.6	Fees for copies of records (including staff time)	
	a. Image for copies made on a standard office copy machine by the City administrative staff or police department staff	\$.50 per copy
	b. Color photographs	\$ <u>1.00</u> [5.00] per print
	<u>c. Large Format Copier Fees (up to 36")</u>	
	i. Black and White	\$ 6.00 per page
	ii. Color	\$ 10.00 per page
	<u>d [c]. Print-outs or copies of utility histories</u>	\$ 5.00 each
	<u>e [d]. Full Case Report Copy (text only)</u>	\$ 8.00 each
	<u>f [e]. Incident Only Copy</u>	\$ 4.00 first page + .50 each add'l page
5.7	Staff time required to locate, produce, summarize, and otherwise provide records for review and/or copying may be charged at the following rates in increments of 1/4 hours: (A fee may be charged even if a record is not located.)	
	a. <u>Staff time (calculate by hourly rate; plus 2.5%) to be calculated in 15 minute increments</u> [Secretarial/Clerical]	[\$ 20.00 per hr.] [\$ 5.00 per qtr. hr.]
	[b. Professional/Technical]	[\$ 35.00 per hr.] [\$ 8.75 per qtr. hr.]
	<u>b [c]. Police Research Fee</u>	\$ 25.00 per hr. \$ 6.25 per qtr. hr.
5.8	Fees for use of facsimile machine (including staff time.)	
	a. First page	\$ 4.00
	b. Additional copies up to 10 pages	\$ 2.00 per page
	c. Over 10 pages	\$ 1.50 per page
	d. Receive	\$ 1.00 per page
5.9	Re-Billing Charge on Miscellaneous Statements	\$ 2.50

5.10 Fee for Public Notary Services \$ 5.00 per document

Section 14. SEWER is amended to read:

14. **SEWER** (ord. 534 & 577)

- 14.1 Single family dwelling unit \$ 43.43 [41.96]
 - a. Unoccupied Residence *[Amended by Res #15-2011]* \$ 13.57 [13.11]
 - b. Hardship Rate \$ 39.09 [37.77]
- 14.2 Apartment/duplex unit without separate water meter \$ 37.32 [36.06]
- 14.3 Commercial and Hotel/Motel
 - a. Minimum charge (1st 7,000 gallons) \$ 43.43 [41.96]
 - b. Successive units of 7,000 gallons each or 3,500 or more of such unit \$ 43.43 [41.96]

14.4 Industrial. "Industrial user" shall mean any nongovernmental, nonresidential user of the public treatment works which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following division:

- Division A - Agriculture, Forestry, and Fishing
- Division B - Mining
- Division D - Manufacturing
- Division E - Transportation, Communication, Electric, Gas & Sanitary Services
- Division I - Services

A user in these Divisions may be excluded from the industrial category if it is determined that it will introduce primarily domestic waste and waste from sanitary conveniences.

- Minimum charge (1st 7,000 gallons) \$ 43.43 [41.96]
- Successive units of 7,000 gallons each or 3,500 gallons or more of such unit \$ 43.43 [41.96]

Each industrial user fee is to be negotiated as a separate contract with the City to recover the costs of any sewer treatment expansion that may be required to accommodate the industrial user. The cost recovery fee will be determined using the latest available EPA/DEQ guidelines. These separately negotiated contracts also apply to industrial re-use fees.

14.5 Surcharge. For those users whose wastewater has a greater strength than normal domestic sewage, a surcharge in addition to the normal user charge, will be collected. The surcharge for operation and maintenance including replacement is:

Flow	=	50% of the O&M cost
Biochemical Oxygen Demand	=	30% of the O&M cost
Total Suspended Solids	=	20% of the O&M cost

- 14.6 Enterprise zone discount. (Reserved)
 - a. Enterprise zone for businesses qualified after July 5, 1994 (Ord. #620)

- Year 1: rate less 15%
- Year 2: rate less 10%
- Year 3: rate less 5%

14.7 Outside the corporate limits of the City of Umatilla, the sewer use charge shall be two times the rate for the same sewer use inside the City limits, except for industrial customers who will be charged as defined under Industrial Sewer Service Charge.

17. WATER RATES (ORD. #517 & 559)

17.1 Residential, apartments, motels, office complexes, RV parks and unspecified business receiving water service will pay the following base rate and water fees per month.

<u>METER SIZE</u>	<u>BASE RATE</u>
3/4" & Smaller	\$ <u>16.54</u> [14.77]
1"	\$ <u>19.40</u> [17.32]
1 1/2"	\$ <u>25.65</u> [22.90]
2"	\$ <u>32.46</u> [28.98]
3"	\$ <u>47.07</u> [42.03]
4"	\$ <u>64.64</u> [57.71]
6"	\$ <u>64.64</u> [57.71]

A charge of \$1.68 [1.50] per 1,000 gallons of water consumed will be added to each base rate.

- b. Outside city limits: double the water rates as charged in 17.1(a), unless exempted by the City Council.
- c. Port Industrial Park: Customers receiving water service will pay the following base rate and water fee per month.

<u>METER SIZE</u>	<u>BASE RATE</u>
3/4" & Smaller	\$ <u>62.28</u> [55.61]
1"	\$ <u>88.74</u> [79.23]
1 1/2"	\$ <u>146.89</u> [131.15]
2"	\$ <u>210.37</u> [187.83]
3"	\$ <u>342.60</u> [305.89]
4"	\$ <u>509.22</u> [454.66]
6"	\$ <u>509.22</u> [454.66]

A charge of \$1.68 [1.50] per 1,000 gallons of water consumed will be added to each base rate.

- d. Enterprise zone qualified businesses after July 5, 1994 (Ord. #620)

Year 1: rate as charged in 22.1(a) less 15%
 Year 2: rate as charged in 22.1(a) less 10%
 Year 3: rate as charged in 22.1(a) less 5%

- e. Hardship rate (3/4" meter only) \$ 12.41 [11.09] Base rate

A charge of \$1.26 [1.13] per 1,000 gallons water consumed will be added to each base rate.

Must be requested in writing with proof of income and expenses, reviewed by the Finance Director and approved by the City Manager. Income cannot exceed 125% of the poverty level set by the federal government.

f. Senior Citizen Discount (3/4" meter only) – A 10% discount on base and additional usage water rates will be applied to senior citizens over the age of 65. To be eligible for the discount, the senior citizen must apply in person at City Hall. To apply, the City will need a copy of a driver's license or state issued identification card to verify the individual's age. In addition, the individual will need to verify the address as their primary residence. This discount does NOT apply on rental property.

18. WATER, MISC, CHARGES

18.1 Miscellaneous charges

a. Delinquency charges	\$ 20.00 minimum or 10% balance due
b. Reconnect Fee for non-payment if water service is suspended 5 days after delinquency notice.	\$ 20.00
c. Extra charge for having water reconnected outside regular hours for public works department (7:00 a.m. to 5:00 p.m.)	\$ 45.00
d. Service Connections	
3/4" connection	\$740.00
Over 3/4" connection	\$200.00 plus actual cost of installation
e. New Accounts - (See #6 Deposits and Set-up Fee for Water/Sewer Acct.)	
f. Water meter accuracy test (If meter is found to be defective, the \$30 charge will be waived.)	\$ 30.00 plus cost of test & shipping
g. New Service Set-up Fee	\$ 10.00
h. Public Works Crew Labor Fee	\$ 30.00 per hour
i. City equipment	ODOT Equipment Rental Rate
j. Portable Meter Rental (Available at City Hall during regular business hours only)	
i. Deposit, which is refundable if meter is returned in original working condition	\$ <u>1400.00</u> [900.00]
ii. Daily Rental (Plus 2x cost of water used)	\$ 10.00
iii. Monthly Rental (Plus 2x cost of water used)	\$ 60.00
18.2 Fire flow protection	
a. Monthly charge to provide service	\$ 9.00
b. Application Charge	\$ 5.00
c. Deposit on Account. Exempt: Established accounts with good payment history	\$ 50.00
d. Inspection Service	Actual cost

18.3 Water system Development Charges (SDC's)

<u>Meter Size</u>	<u>Reimbursement Fee</u>	<u>Improvement Fee</u>	<u>Total SDC</u>
5/8-3/4"	\$ 529	\$ 500	\$ 1,029
1"	\$ 704	\$ 665	\$ 1,369
1 1/2"	\$ 1,058	\$ 1,000	\$ 2,058
2"	\$ 1,411	\$ 1,333	\$ 2,744
3"	\$ 2,116	\$ 2,000	\$ 4,116
4"	\$ 2,821	\$ 2,667	\$ 5,488

6"	\$ 4,232	\$ 4,000	\$ 8,232
8"	\$ 5,643	\$ 5,333	\$10,976

Section 26. FACILITY USE CHARGES is amended to read:

26. FACILITY USE CHARGES

26.1	City Facility Use Permit Fee	\$ 25.00
26.2	Special Use Permit	\$ 150.00
26.3	Parks Cleaning Deposit	\$ 25 - \$5,000
		<u>Depending on event</u>

Section 28. MISCELLANEOUS PUBLIC WORKS FEES is amended to read:

28. MISCELLANEOUS PUBLIC WORKS FEES

28.1	Right-of-Way Permit Fee	\$ 50.00
28.2	Civil Public Works Construction Review	\$ 150.00
28.3	Grading and Excavation Permit	\$ 100.00
28.4	Street Closure Permit	\$ 0 - \$100

The title of Resolution 19-2018 is amended to read:

**GENERAL FEE RESOLUTION #19-2018
Amended by Resolution XX-2019**

Savings clause. Those sections of Resolution No. 19-2018 which are amended and added by this resolution shall remain in full force and effect to authorize the payment and collection of rates and charges incurred before the effective date of this resolution.

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 59-2019 A Resolution
Authorizing the Renewal of the
Umatilla Community Center Lease for
an Additional 5 Year Term Beginning
July 1, 2019

Meeting Date:

May 7, 2019

Department:

Finance

Director:

Dave Stockdale

Contact Person:

Nanci Sandoval

Phone Number:

541-922-3226 x
105

Cost of Proposal:

N/A

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

Yes, 06/3/14

Attachments to Agenda Packet Item:

Resolution No. 59-2019
Umatilla Community Center Lease

Summary Statement:

The Umatilla School District has requested to renew their lease for the
Community Center per original contract.

Consistent with Council Goals:

RESOLUTION NO. 59 -2019

**A RESOLUTION AUTHORIZING THE RENEWAL OF THE UMATILLA
COMMUNITY CENTER LEASE FOR AN ADDITIONAL 5 YEAR TERM BEGINNING
JULY 1, 2019**

WHEREAS, the original lease was made and entered as of the 1st day of July 2014, by and between the City of Umatilla and the Umatilla School District; and

WHEREAS, the term of the lease was 5 years, commencing upon the signing of the lease documents; and

WHEREAS, the Umatilla School District had the option to renew the lease for an additional 5 year term, upon a continuation of all the same provisions, by giving written notice to the City of Umatilla at least 60 days before the expiration of the term;

WHEREAS, the Umatilla School District has given proper notice of intention to renew.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The City of Umatilla does hereby authorize the renewal of the Umatilla Community Center Lease Agreement for an additional term of 5 years, expiring June 30, 2024.

PASSED by the Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick - Mayor

ATTEST:

Nanci Sandoval – City Recorder

UMATILLA COMMUNITY CENTER LEASE

This Lease is made and entered into as of the 1st day of July, 2014, by and between The City of Umatilla, an Oregon municipal corporation, 700 Sixth Street, Umatilla, Oregon 97882 hereinafter referred to as "Landlord", and the Umatilla School District ("Tenant").

It is the intent of the Landlord and Tenant that the facility will be operated as a Community Center, serving a broad range of local interests within the City of Umatilla. Aside from those services specifically provided within this lease agreement, the Tenant shall, to all means practical, make the Center available to groups or individuals for public or private events or programs. Both Landlord and Tenant recognize and agree that for the Community Center to reach its highest potential, it must be used, and used extensively.

1. Landlord hereby agrees to grant to Tenant a lease of the following described Leasehold Parcel:

201 7th Street, Tax # 0601-136191

Landlord agrees to lease the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). The Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities.

3. Use of the Premises. Tenant shall be entitled to use the Premises to operate, modify as necessary, and maintain thereon the Community Center Building. At a minimum this shall include a senior lunch program at least weekly. Any other school or community uses to which the Tenant would like to host will be welcomed by the Landlord. Landlord and Tenant agree that as a public facility the use of alcohol, drugs or tobacco products on the premises will be prohibited. Tenant may establish a schedule of fees for the use of the Premises and retain such fees collected to offset operational costs.

4. Term of Lease. The initial lease term will be five (5) years (the "Initial Term"), commencing upon the signing of the lease documents. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

5. Option to Renew. Tenant shall have the option to renew this Lease for additional five (5) year terms, upon a continuation of all the same provisions hereof, by giving written notice to Landlord of Tenant's exercise option at least sixty (60) days before the expiration of the term then present at the time of such notice.

6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option.

Landlord shall have the right to terminate at any time by giving written notice at least six (6) months in advance of the date of termination.

7. Base Rent. Commencing on the date that the Tenant signs this lease agreement (the "Commencement Date"), Tenant shall pay Base Rate to Landlord in the amount of \$1.00 per year, which shall be due annually on the first day of December each year. Landlord shall specify the name, address, and taxpayer identification number of a sole payee who shall receive rent on behalf of the Landlord.

8. Possession of Premises. Tenant shall be entitled to take possession of the Premises upon execution of this agreement.

9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

10. Property Taxes. Tenant shall pay any personal and real property taxes levied against the improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use.

11. Repairs. Tenant shall be responsible for all routine repairs and maintenance of the Center, and may at its own expense alter or modify the Center to suit its needs consistent with the intended use of the Premises. Landlord shall be responsible for major maintenance and repairs including exterior painting, roof replacement, major appliance replacement and major plumbing and electrical repairs or upgrades.

12. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

13. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands. Tenant shall list Landlord as additional insured on this policy.

14. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the

default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Assignment of Lease by Tenant. This Lease and the Premises hereunder shall not be assignable by the Tenant to any other party without obtaining the Landlord's consent.

16. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, providing that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease that may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents from entities other than itself, related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

17. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

18. Attorney's Fees. If any action arises concerning this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

19. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

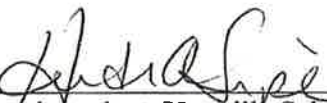
21. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, and any corporation signature being by authority of its Board of Directors.

LANDLORD: City of Umatilla
An Oregon Municipal Corporation

By: 
Council President, City of Umatilla

TENANT: Umatilla School District

By: 
Superintendent, Umatilla School District

ATTEST:


Umatilla City Recorder

ATTEST:



CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 60 – 2019 – A
Resolution Authorizing the City
Manager to Sign a Consent to Use
Agreement and Permit Between the
Bureau of Reclamation, West
Extension Irrigation District and the
City of Umatilla

Meeting Date:

May 7, 2019

Department:

Community Dev
Public Works

Director:

Tamra Mabbott
Scott Coleman

Contact Person:

Tamra Mabbott
Scott Coleman

Previous Meeting

February 19, 2019

Cost of Proposal:

Legal fees to prepare.
None.

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

N/A
maintenance costs

Reviewed by Finance Department:

Yes

Attachments to Agenda Packet Item:

Resolution No. 60 – 2019
Bureau of Reclamation Agreement
Bureau of Reclamation Permit to discharge to Canal

Summary Statement:

The industrial waste water (IWW) pipeline is designed to pump water into a canal owned by the United States Bureau of Reclamation. Water from that canal is used by the West Extension Irrigation District (WEID). Use of the canal requires city secure from the BOR a permit to pump industrial waste water into the canal and permission to use the canal for this purpose.

Consistent with Council Goal

RESOLUTION NO. 60-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONSENT TO USE AGREEMENT AND PERMIT BETWEEN THE BUREAU OF RECLAMATION, WEST EXTENSION IRRIGATION DISTRICT AND THE CITY OF UMATILLA

WHEREAS, the Bureau of Reclamation “BOR” pursuant to Federal Reclamation Laws, was permitted certain easements land, and constructed irrigation facilities and their appurtenant works, specifically the Canal, a feature of the Umatilla Project; and

WHEREAS, the Canal is operated and maintained by the West Extension Irrigation District “WEID”; and

WHEREAS, the City of Umatilla “City” has plans to divert wastewater through an industrial wastewater pipeline and into the WEID Canal; and

WHEREAS, the BOR is issuing a permit for a utility system on federal lands; and

WHEREAS, the BOR is issuing a consent to use to construct on the Canal an outfall structure and appurtenant industrial wastewater piping for the discharge into and subsequent conveyance of treated industrial wastewater within the Canal.

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

1. The City Manager is authorized to sign the Consent to Use by and between Bureau of Reclamation, West Extension Irrigation District and City of Umatilla.
2. The City Manager is authorized to sign the Permit by and between the Bureau of Reclamation, West Extension Irrigation District and City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Umatilla Project, Oregon**

CONSENT TO USE

THIS CONSENT TO USE, hereinafter referred to as “Consent,” made the _____ day of _____, 2019 (the “Effective Date”), pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of 1939 (53 Stat. 1196), between the **United States of America**, hereinafter called the “**United States**,” represented by the official executing this Consent, and the **City of Umatilla**, a political subdivision of the State of Oregon, hereinafter referred to as the “**City**.”

WITNESSETH, THAT:

WHEREAS, in connection with the Umatilla Project, the United States, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as “Reclamation,” has, pursuant to Federal Reclamation Laws, acquired certain easement rights in Umatilla County and constructed certain irrigation distribution facilities thereon, known as the Phase I Canal; hereinafter referred to as the “Canal;” and

WHEREAS, this Consent is being issued in response to an “Application for Transportation and Utility Systems and Facilities on Federal Lands” submitted by the City on March 21, 2016 to construct on the Canal and related Reclamation facilities an outfall structure and appurtenant industrial wastewater piping for the discharge into and subsequent conveyance of treated industrial wastewater (“Industrial Wastewater”) within the Canal; and

WHEREAS, prior to granting a pipeline easement to the City across their fee-owned lands, over a portion of which Reclamation has a permitted right-of-way for the Canal, the Corps of Engineers completed an Environmental Assessment and Finding of No Significant Impact, which Reclamation has accepted as complying with the National Environmental Policy Act for this action in addition to completing a Categorical Exclusion Checklist; and

WHEREAS, said Canal is operated and maintained by the West Extension Irrigation District, hereinafter referred to as the “District,” under a repayment contract with the United States; and

5. **SPECIAL STIPULATIONS**

By acceptance of this Consent, the City agrees to the following construction and/or installation related stipulations:

a. The City shall construct their facilities as shown on the plans dated _____, as submitted by the City and accepted by Reclamation. Said plans are attached hereto and made a part hereof as **Exhibit "B"**.

b. The City shall at all times takes steps to maintain compliance with (1) Reclamation Permit No 18-07-1U-L0269, a copy of which is attached hereto and made a part hereof as **Exhibit "C"**, which allows for the discharge of Industrial Wastewater into the Canal, and (2) NPDES Permit No. **103156** issued by the Oregon Department of Environmental Quality which governs the City's discharge of Industrial Wastewater into the Canal.

c. The City shall notify Reclamation's Umatilla Field Office and the District five (5) business days prior to the commencement of any construction and/or installation activities within the subject easement or premises.

j. If during construction and/or installation any damage from such activities is inflicted upon the Canal, the related maintenance road, or any of the Reclamation premises, the entity performing the work agrees to immediately contact Reclamation's Umatilla Field Office and the District for instructions, and return the damaged area to pre-existing, or better, conditions.

k. The City shall provide Reclamation's Umatilla Field Office with final as-built drawings of the outfall structure and associated industrial wastewater piping within 60 days of completion of construction and/or installation. Said drawings shall be submitted in 11x17-inch drawings and on a CD/DVD in ACAD (preferable) or PDF format.

6. **UNRESTRICTED ACCESS**

The United States, its officers, agents, employees, shall at all times have unrestricted access and ingress to, passage over, and egress from, all of Reclamation's said rights-of-way and easement for the purposes of exercising, enforcing, and protecting the rights reserved herein.

7. **HOLD HARMLESS**

The City hereby agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the City

5. SPECIAL STIPULATIONS

By acceptance of this Consent, the City agrees to the following construction and/or installation related stipulations:

a. The City shall construct their facilities as shown on the plans dated _____, as submitted by the City and accepted by Reclamation. Said plans are attached hereto and made a part hereof as **Exhibit "B"**.

b. The City shall at all times takes steps to maintain compliance with (1) Reclamation Permit No 18-07-1U-L0269, a copy of which is attached hereto and made a part hereof as **Exhibit "C"**, which allows for the discharge of Industrial Wastewater into the Canal, and (2) NPDES Permit No. [] issued by the Oregon Department of Environmental Quality which governs the City's discharge of Industrial Wastewater into the Canal.

c. The City shall notify Reclamation's Umatilla Field Office and the District five (5) business days prior to the commencement of any construction and/or installation activities within the subject easement or premises.

j. If during construction and/or installation any damage from such activities is inflicted upon the Canal, the related maintenance road, or any of the Reclamation premises, the entity performing the work agrees to immediately contact Reclamation's Umatilla Field Office and the District for instructions, and return the damaged area to pre-existing, or better, conditions.

k. The City shall provide Reclamation's Umatilla Field Office with final as-built drawings of the outfall structure and associated industrial wastewater piping within 60 days of completion of construction and/or installation. Said drawings shall be submitted in 11x17-inch drawings and on a CD/DVD in ACAD (preferable) or PDF format.

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operation, maintenance, supervision, examination, inspection, or other activities of the City related to the installation, operation and maintenance of the outfall structure and associated industrial wastewater piping.

8. PROTECTION OF UNITED STATES INTERESTS

The City shall construct, operate, and maintain its structures in a good workmanlike manner, as reasonably determined by the United States, to ensure that the authorized uses are compatible with the Reclamation purposes for which the land rights were acquired to protect the interests of the United States. The City shall insure compliance with all laws, regulations, and orders of the United States, and any other public authority affecting such works.

9. TERMINATION

This Consent, a use authorization, will terminate and all rights of the City hereunder will cease, and the City will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted, upon:

- a. The end of the term of this Consent;
- b. Reclamation's reasonable determination at any time, and at no cost or liability to the United States, that the City has failed to comply with any of the terms and conditions hereof, or upon mutual agreement of all parties;
- c. The United States, acting through Reclamation reserving rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the City's activities or facilities;
- d. Reclamation's decision, at any time and at no cost or liability to the United States, to terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.
- e. Reclamation's decision, at any time and at no cost or liability to the United States, to terminate any use authorization, for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 if Reclamation determines that any of the following apply:
 - i. The use has become incompatible with authorized project purposes, project operations, safety, and security;

ii. A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or

iii. Termination is necessary for operational needs of the Umatilla Project.

f. Reclamation's decision, at any time and at no cost or liability to the United States, to terminate any use authorization if Reclamation determines that the City has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

g. Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if the City fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

10. NOTICES

All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

Manager, Umatilla Field Office
Bureau of Reclamation
32871 Diagonal Rd
Hermiston, OR 97838

City of Umatilla
700 6th Street
P.O. Box 130
Umatilla, OR 97882

Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Consent, and no specific requirements are set forth. Where this Consent provides for a specific notice in a different manner, the more specific requirements shall prevail.

The parties hereby designate the Manager, Umatilla Field Office, and the City Manager for the City as their authorized representatives for this Consent. These individuals shall have authority to take any action allowed or required under this Consent, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

11. INCREASED COSTS

If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said right of way should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums, the City will make payment thereof to the United States or any of its successors or assigns. As an alternative to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The City shall bear any costs incurred by the United States occasioned by the failure of the City to remove or adapt its facilities within the time limits specified.

12. REMOVAL OF STRUCTURES

Upon expiration, termination, or revocation of the Consent, or wherein no renewal of the Consent or new consent is entered into among the United States and the City, the City shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States, provided such removal can be accomplished without damaging the Canal. Subject to the preceding provisions, upon the City's failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The City shall pay all the expenses of the United States, or its assigns, related to removal of such improvements.

13. DISCOVERY OF CULTURAL RESOURCES

The City shall immediately provide an oral notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest. The City shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The City shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the City.

14. HAZARDOUS MATERIALS

a. The City may not allow contamination or pollution of Federal lands, waters, or facilities. The City has the responsibility for care, operation, and maintenance by its employees

or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The City shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of, on or in Federal lands, waters, or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, the City shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery with full details of the actions taken to Reclamation. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for termination of this Consent. Such violations require immediate corrective action by the City and shall make the City liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The City agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this Consent.

g. Reclamation agrees to provide information necessary for the City using reasonable diligence, to comply with the provisions of this Article.

15. NON-DISCRIMINATION

The City, by acceptance of this Consent, is receiving a type of Federal assistance, and therefore agrees to comply with:

a. Nondiscrimination on the basis of Race, Color, or National Origin

i. Title VI (Section 601) of the Civil Rights Act of July 12, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

ii. To obligate its subcontractors, subconsentees, transferees, successors in interest, or any other participants receiving Federal Financial assistance hereunder, to comply with the requirement of this provision.

b. Nondiscrimination on the Basis of Disability

i. To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

ii. To obligate its subcontractors, subconsentees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision

c. Nondiscrimination on the Basis of Age

i. To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq.; and the general age discrimination regulations at 45 CFR § 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17.

ii. To obligate its subcontractors, subconsentees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

16. THIRD PARTY RIGHTS

This Consent is granted subject to all rights in and to use of the Canal previously acquired by third parties.

17. SEVERABILITY

Each provision of this Consent shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Consent shall be deemed or determined by competent

authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this Consent as a whole.

18. BINDING

The provisions of this Consent shall apply to, and bind, the heirs, successors and assigns of the parties hereto, but no assignment or transfer of this Consent or any part or interest therein shall be valid until approved in writing by Reclamation.

19. OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

[Signatures and Acknowledgments on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Consent the day and year first above written.

THE UNITED STATES OF AMERICA

CAROLYN CHAD
Deputy Area Manager
Columbia-Cascades Area Office
Pacific Northwest Region
Bureau of Reclamation
Department of the Interior

ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Yakima

On the ____ day of _____, 2019, personally appeared before me, _____, to me known to be the official of the **UNITED STATES OF AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said UNITED STATES for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public in and for the
State of _____
Residing at _____
My commission expires _____

CONSENTEE:

CITY OF UMATILLA, OREGON

By:

Title:

ACKNOWLEDGMENT

STATE OF OREGON

County of Umatilla

On the _____ day of _____, 2019, personally appeared before me, the undersigned notary, _____, known to me to be the party/parties who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____

Residing at _____

My commission expires _____

(SEAL)

The **West Extension Irrigation District** hereby concurs, this _____ day of _____, 2019, with Reclamation's intent to issue this Consent.

WEST EXTENSION IRRIGATION DISTRICT

By: _____

Title: _____

ATTESTED:

By: _____

Title: _____

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Umatilla Project, Oregon**

PERMIT

THIS PERMIT (the "Permit") is granted this ____ day of _____, 2019 (the "Effective Date"), pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391), Reclamation Project Act of 1939, § 10 (43 U.S.C. 387), and Acts amendatory thereof or supplementary thereto, all of which Acts are commonly known and referred to as the Federal Reclamation Laws, and 43 CFR 429 by the **UNITED STATES OF AMERICA**, hereinafter referred to as the "United States," acting by and through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation," to **The City of Umatilla**, hereinafter referred to as the "City," with the concurrence of the **West Extension Irrigation District**, hereinafter referred to as the "District."

WITNESSETH THAT:

WHEREAS, Reclamation is issuing this Permit in response to an "Application for Transportation and Utility Systems and Facilities on Federal Lands" dated May 21, 2016 to discharge treated **industrial wastewater** (the "Industrial Wastewater") into the Phase I Canal (the "Canal"); and

WHEREAS, Reclamation, has complied with the National Environmental Policy Act by completing Categorical Exclusion No. PN-UFO-CE-2016-089 dated August 8, 2016; and

WHEREAS, the United States, through Reclamation and pursuant to Federal Reclamation Laws, was permitted certain easement lands, and constructed irrigation facilities and their appurtenant works, specifically the Canal, a feature of the Umatilla Project ("the Project"); and

WHEREAS, Reclamation administers said Canal and its associated lands, rights-of-way and/or facilities on behalf of the United States and the District reimburses Reclamation for associated pumping use costs per Contract No.4-07-10-W0983; and

WHEREAS, Reclamation has authorized the construction, operation and maintenance of an outfall structure and appurtenant piping by the City on Reclamation permitted lands under a separate agreement, Consent to Use No. 18-07-1U-L0268; and

WHEREAS, said outfall structure and appurtenant works of the City shall be paid for and used by the City to discharge Industrial Wastewater into the Canal after which the City may then make such water available for use by the District or other authorized uses. Said discharge of Industrial Wastewater is also subject to regulation under the Clean Water Act and for which

National Pollutant Discharge Elimination System (NPDES) Permit Number 103156 (the "NPDES Permit") has been issued by the State of Oregon Department of Environmental Quality to the City;

WHEREAS, the United States facilitated the proposed discharge of Industrial Wastewater into the facilities of the Project with the express understanding and commitment of the City that such discharges would meet or exceed established standards, and that all public disclosure and compliance documents were based on this commitment by the City.

NOW, THEREFORE, the City does hereby accept this Permit, and is thereby subject to comply with and be bound by the following terms and conditions:

1. Reclamation hereby permits the discharge of Industrial Wastewater that meets the requirements of the NPDES Permit to the Canal pursuant to the terms set forth herein.
2. Industrial Wastewater will be discharged via facilities authorized by the Consent to Use No. 18-07-1U-L0268, into the Canal just downstream of where the Canal emerges from the siphon, on the south side of the Union Pacific Railroad tracks, in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 5 North, Range 28 East, Willamette Meridian, Oregon.
3. This Permit shall remain in effect for a term of twenty-five (25) years, commencing upon the Effective Date, unless sooner terminated as hereinafter provided. After 20 years, Reclamation and the City shall initiate discussions as to whether the Permit will be renewed; provided, however, that any renewal of this Permit would be subject to the then applicable agreements, policies, laws and regulations, and would require Reclamation's written approval and the District's written concurrence.
4. This Permit is for the express purpose of discharging Industrial Wastewater and is subject to the valid rights of the District, Reclamation, and all other valid rights of record previously acquired by third parties, which include any person or private or public entity of record not a party to this Permit.
5. The City shall abide by the following Industrial Wastewater discharge related stipulations:
 - a. Prior to any discharge, and throughout the term of this Permit, the City shall maintain its NPDES permit, as may be modified, authorizing the discharge of Industrial Wastewater from the City of Umatilla's wastewater infrastructure into the Canal and will ensure such discharges meet or exceed existing standards as set forth in the NPDES Permit. The City shall ensure that said discharges comply with the NPDES Permit and this Permit, and that both permits remain in good standing at all times. The City may discharge no more than approximately 10 cubic feet per second of water to the Canal from April 1st through October 31st of every year (up to 2,800 acre feet per year total), as specified by the NPDES Permit as of the Effective Date or as such permit may be modified, amended, or renewed. Any modification of

the NPDES Permit shall require the prior written approval of Reclamation and the District with such approval not to be unreasonably withheld.

b. The City may only discharge Industrial Wastewater into the Canal when Reclamation's pumps are in operation and flows in the Canal are 4.6 cfs (3.0 MGD) or greater, as measured by the Phase I Pumping Plant. The City will utilize the flow meter at Phase I Pumping Plant to determine when Reclamation's pumps are in operation.

c. The City shall ensure that any Industrial Wastewater discharged into the Canal meets or exceeds all applicable Federal and State water quality standards, including standards for water applied to food crops. If such discharges fail to meet applicable water quality standards or otherwise fail to comply with the NPDES Permit, the City shall immediately suspend further Industrial Wastewater discharges into the Canal and immediately notify Reclamation and the District. Reclamation or the District can immediately suspend or terminate this Permit if a situation occurs that results in Industrial Wastewater being discharged into the Canal that does not meet or exceed the aforementioned standards. The City shall notify Reclamation and the District in writing prior to implementing new or changed water quality standards.

d. Upon written request, the City shall furnish to Reclamation and the District copies of records required to be kept by the City pursuant to the NPDES Permit. Reclamation and the District each reserve the right to sample at any time on a monthly basis discharged Industrial Wastewater at the point of discharge into the Canal, or more frequently following a non-compliant test result and re-initiation of discharges, to ensure that future discharges are compliant with the NPDES Permit or other applicable water quality standards. The City is responsible for reasonable labor costs and fees incurred by Reclamation and/or the District to conduct such tests.

e. The City's discharge of Industrial Wastewater may be temporarily interrupted by either Reclamation or the District to ensure proper operation, maintenance, and repair of the Canal. Any such interruption will be kept to the shortest period of time possible given the nature of the work to be completed on the Canal. During periods of interruption, the City, the District, and Reclamation agree to work in good faith to arrive at a temporary solution which allows the City to continue to discharge Industrial Wastewater to the Canal, if feasible. In any event, the interests of Reclamation and the District in operating and maintaining the Canal and related facilities pursuant to their legal authorities and obligations shall remain paramount.

6. The City agrees to indemnify the United States and the District for, and hold the United States and all of its representatives and the District harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, discharge, care, operation, maintenance, supervision, examination, inspection, or other activities of the City, its agents or employees.

7. In addition to the automatic termination of this Permit at the expiration of its term as set

forth in Section 3 of this Permit, Reclamation or the City may sooner suspend or terminate this Permit in the circumstances described in Subsections 7.a through 7.g below. In the case of a suspension by Reclamation, the City shall temporarily cease using Project facilities and discharging Industrial Wastewater into the Canal during the suspension period as determined by Reclamation. In the case of termination by Reclamation, the City shall permanently cease using Project facilities and discharging Industrial Wastewater into the Canal, unless the Permit is later reissued. In the case of either a suspension or a termination, the party deciding to suspend or terminate shall provide the other party with written notice of the decision and its reasons, and concurrently send the District a copy of said notice.

- a.** At the request of the City upon provision of at least 90 days written notice to Reclamation and the District;
- b.** Upon the City's failure to: (i) comply with applicable Federal, State, and local laws, regulations and ordinances that govern the use of the Project facilities; (ii) comply with any of the terms and conditions of this Permit other than Subsection 5.c, the NPDES Permit or Consent to Use; or (iii) obtain any required permits or authorizations, provided the City has not cured any such failure within 10 days of the violation being discovered by the City, or if such violation necessarily takes a longer period of time to cure, within a reasonable period of time.
- c.** Upon failure of the City to comply with the terms and conditions of Subsection 5.c of this Permit;
- d.** In the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate threat to public health or safety that is made worse by Industrial Wastewater discharges authorized by this Permit or that can be mitigated by suspending such discharges; provided, however, that, depending on the circumstances, the City may be allowed to resume discharging Industrial Wastewater to the Canal under this Permit if Reclamation provides the City written notification that it may do so;
- e.** Upon Reclamation's determination that the City failed to use the Permit for its intended purpose;
- f.** Upon Reclamation's determination that the City's participation in any activity on Federal lands is out of compliance with Federal statutes or Federal regulations; or
- g.** To protect the interests of Reclamation or the District from adverse affects caused by the City or its actions under this Permit in relation to the normal operation or maintenance of the Canal or related facilities.

If the City or Reclamation questions whether any suspension or termination under Subsections 7.a through 7.g is proper under the terms of this Permit, either party shall have the opportunity to meet and confer on the matter with the other party. Upon such request, the parties shall meet as soon as practicable, preferably within seven days of either the City's or

Reclamation's request for such a meeting. The District shall be informed in writing reasonably in advance of the meeting, and may also attend the meeting at its discretion. The parties will endeavor to resolve their differences, and may (but shall not be required to) utilize the services of a mediator upon such terms as the parties may agree. While it is hoped that such efforts would be successful in resolving the dispute, nothing in this Section 7 of the Permit shall have the effect of compelling alternative dispute resolution, of delaying the cessation of the discharge of Industrial Wastewater, or preventing the suspension or termination set forth in the original notice from Reclamation, unless Reclamation otherwise agrees, or, in the case of a suspension or termination notice issued by the City under Subsection 7.a, unless the City otherwise agrees. In considering any termination of the City's rights, Reclamation shall consider as an important factor in such a decision the extent to which the City has invested significant financial, human and material resources into this project, Reclamation will try to keep the project in operation where it is safe and feasible to do so.

8. By its signature herein, the District has provided its concurrence to this Permit, and shall have the right to enforce this Permit according to its terms. It is a material condition to the District's joinder in the Permit that nothing in the Permit, in the City's discharge of Industrial Wastewater into the Canal pursuant to the Permit, or in the District's acceptance thereof, shall increase operational, administrative, or maintenance costs of the District, now or in the future, that the District would not have incurred but for the City's discharge into, and its subsequent intentions to make Industrial Wastewater available from, the Canal for such lawful uses as the City and the District agree. Should the City's discharge of Industrial Wastewater into the Canal increase the District's operational, administrative, or maintenance costs of the Canal, the District may recoup those costs by separate agreement with the City.

9. The City shall use Project facilities only for the purposes stated herein and in the use of said Premises shall conduct their operations in a good and workmanlike manner, and in full compliance with all local and State laws and with all laws, regulations, and orders of the United States affecting such operations.

10. Notices shall be served by certified mail addressed to the respective addresses given, as set forth below, and the mailing of any such notice properly enclosed, addressed, and stamped, will be considered service.

Manager
Umatilla Field Office
32871 Diagonal Road
Hermiston, OR 97838

Manager
West Extension Irrigation
District
P.O. Box 100
Irrigon, OR 97844

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

11. Upon expiration, termination, or suspension of this Permit, the City shall cease discharging Industrial Wastewater into the Canal at no cost to the United States. Upon failure of the City to cease discharging Industrial Wastewater into the Canal, upon expiration, termination,

or suspension of this Permit, the United States shall cause the cessation of any such discharges. The City shall pay all expenses of the United States related to the cessation of the discharge of Industrial Wastewater into the Canal, which shall include any costs so incurred to remove any associated facilities of the City located within the boundaries identified in this Permit and the restoration of the Project facilities to a condition similar to that existing immediately prior to the City's installation of its facilities, provided such removal can be accomplished without damaging the Canal.

12. The City warrants that no person or agency has been employed or retained to solicit or secure this Permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Permit without liability or, in its discretion, to require the City to pay, in addition to the price or consideration, the full amount of such commission percentage, brokerage, or contingent fee.

13. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

14. Each provision of this Permit shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Permit shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Permit as a whole.

IN WITNESS WHEREOF, the undersigned have executed this Permit which shall become effective the day and year first above written.

UNITED STATES OF AMERICA

CAROLYN CHAD
Deputy Area Manager
Columbia-Cascades Area Manager
Pacific Northwest Region
Bureau of Reclamation
Department of the Interior

ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Yakima

On this _____ day of _____, 2019, personally appeared before me, the undersigned Notary, _____, to me known to be the official of the **UNITED STATES OF AMERICA**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
in and for the State of Washington
Residing at: _____
My commission expires: _____

(SEAL)

PERMITTEE:

CITY OF UMATILLA

Signature

Title (Authorized Official)

ACKNOWLEDGMENT

STATE OF OREGON

County of Umatilla

On this _____ day of _____, 2019, personally appeared before me the undersigned Notary, _____, to me known to be the _____ of the **CITY OF UMATILLA**, the Permittee who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Permittee, for the purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public
in and for the State of Oregon
Residing at: _____
My commission expires: _____

(SEAL)

THIS PERMIT has been considered and the West Extension Irrigation District hereby concurs with in the issuance of this Permit this _____ day of _____, 2019.

WEST EXTENSION IRRIGATION DISTRICT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Res 61-2019 - A Resolution Authorizing City Manager Stockdale to Sign an Intergovernmental Agreement with the State of Oregon for Membership in the Oregon Cooperative Procurement Program

Meeting Date:

May 7, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-3226 x
104

Cost of Proposal:

There will be no fee associated with access for the remainder of the current fiscal year. Next year the fee is \$1,000 based upon the current budget proposal.

Amount Budgeted:

N/A 2018-19 FY

\$1,000 2019-20 FY

Fund(s) Name and Number(s):

General Fund – Dues and Fees
01-71-3-79

Reviewed by Finance Department:

Yes

Previously Presented:

No

Attachments to Agenda Packet Item:

Res 61-2019

Oregon Cooperative Procurement Program Agreement

Summary Statement:

The City is not a current member of the Oregon Cooperative Procurement Program (ORCPP) which provides access to the Oregon Procurement Information Network (ORPIN). ORPIN provides access to a portfolio of established statewide price agreements and multi-jurisdictional cooperative procurements that cover a wide variety of frequently used services and

supplies. In order to become a member, the City will need to enter into the attached intergovernmental agreement with the State of Oregon.

Consistent with Council Goals:

RESOLUTION NO. 61-2019

A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON FOR MEMBERSHIP IN THE OREGON COOPERATIVE PROCUREMENT PROGRAM

WHEREAS, the City of Umatilla is not a current member of the Oregon Cooperative Procurement Program (ORCPP); and

WHEREAS, the City wishes to gain membership to access the Oregon Procurement Information Network (ORPIN); and

WHEREAS, access to ORPIN would allow the City to access a portfolio of established statewide price agreements and multi-jurisdictional cooperative procurements that cover a wide variety of frequently used services and supplies; and

WHEREAS, this access could result in significant cost savings to the City.

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

PASSED by the Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



OREGON COOPERATIVE PROCUREMENT PROGRAM

AGREEMENT No. _____

This agreement for participation in the Oregon Cooperative Procurement Program ("Agreement") is between the State of Oregon ("State") acting by and through its Department of Administrative Services, Enterprise Goods and Services Division, Procurement Services ("DAS PS") and the City of Umatilla ("ORCPP Member"), each a "Party" and, together, the "Parties".

1 DEFINITIONS.

1.1 **"Contract"** means a legally binding contract that results between ORCPP Member's issuance of, and a contractor's acceptance of, an Ordering Instrument pursuant to a Designated Price Agreement to which the contractor is a party.

1.2 **"Designated Price Agreement"** means an agreement between DAS and one or more contractors for goods or services, or both, that are offered at a set price with either (1) no guarantee of a minimum or maximum purchase or (2) an initial order or minimum purchase of the goods or services combined with a continuing contractor obligation to provide additional goods and services, and that identifies ORCPP Members as authorized purchasers.

1.3 **"ORCPP"** means the Oregon Cooperative Procurement Program.

1.4 **"Ordering Instrument"** means a document that complies with the Designated Price Agreement and that ORCPP Member must use to order goods, services, or both, under the Designated Price Agreement. An Ordering Instrument may be referred to as, for example, "Purchase Order," "Work Order" or other name assigned by DAS PS or ORCPP Member.

1.5 **"Oregon Cooperative Procurement Program"** means the purchasing program operated by DAS PS that allows its members to purchase from Designated Price Agreements.

2 QUALIFIED ENTITIES.

DAS PS has established and operates the Oregon Cooperative Procurement Program to improve service and cost efficiencies for each entity qualified to participate in the ORCPP ("Qualified Entity") by authorizing the Qualified Entity through agreement with DAS PS to purchase goods, services, or both, using Designated Price Agreements and to access various procurement resources available through DAS PS.

The following entities are Qualified Entities authorized to enter into this Agreement with DAS PS:

2.1 Units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent state agencies listed in ORS 182.454, special government

bodies as defined in ORS 174.117 and special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon; and

2.2 The entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.

3 ORCPP MEMBER AS QUALIFIED ENTITY.

ORCPP Member represents that it is, and warrants that it will remain, a Qualified Entity throughout the effective period of this Agreement. ORCPP Member shall immediately provide all information that DAS PS requests to establish to DAS PS' satisfaction that ORCPP Member is a Qualified Entity. ORCPP Member represents and warrants that all information ORCPP Member provides to DAS PS to establish that ORCPP Member is a Qualified Entity is true and correct. If at any time during the term of this Agreement ORCPP Member has reason to believe, or ORCPP is notified that DAS PS has reason to believe, ORCPP Member is no longer a Qualified Entity, ORCPP Member shall immediately cease purchasing under Designated Price Agreements until ORCPP Member establishes to DAS PS' satisfaction that ORCPP Member is a Qualified Entity.

4 EFFECTIVE DATE, TERM AND TERMINATION.

This Agreement is effective on the latest signature date ("Effective Date").

4.1 This Agreement remains in effect until terminated by either Party by delivery of a written termination notice to the other Party's Authorized Representative or their designee, at least forty-five (45) days prior to the termination date specified in the written notice.

4.2 DAS PS may terminate this Agreement for non-payment of the annual fee as outlined in section 9 of this Agreement.

5 AUTHORIZED REPRESENTATIVES.

5.1 DAS PS Authorized Program Managers:

Name and Title (print/type):

Kelly Stevens-Malnar, Statewide Outreach Coordinator – Phone:

503-378-3976 Adam Helvey, Statewide Outreach Coordinator – Phone:

503-373-2106 Address: 1225 Ferry Street SE, Salem OR 97301-4285

Fax: 503-373-1626

Email: info.orcpp@oregon.gov

5.2 ORCPP Member Authorized Representative:

Name (print/type): Melissa Ince Title: Finance & Administrative Services Director
Entity Name: City of Umatilla
Address: PO Box 130 / 700 6th St, Umatilla, OR 97882
Work Phone: 541-922-3226 x 104 Email: melissa@umatilla-city.org

Accounts Payable Contact:

Name (print/type): Carrie Shilhanek
Work Phone: 541-922-3226 x 109 Email: carrie@umatilla-city.org

5.3 A Party may designate a new Authorized Representative at any time by written notice to the other Party.

6 ORCPP MEMBER BENEFITS AND REQUIREMENTS.

6.1 Designated Price Agreements. ORCPP Member may purchase goods, services, or both, from any Designated Price Agreement identified by DAS PS according to the terms of this Agreement. Designated Price Agreements may expire or terminate, and DAS PS does not promise or guarantee the effectiveness of any particular Designated Price Agreement at the time ORCPP Member desires to make a purchase.

6.1.1 Designated Price Agreements Use Restrictions. ORCPP Member shall accept the terms and conditions of a Designated Price Agreement without modification, including use of a specific Ordering Instrument as described in the applicable Designated Price Agreement. Only DAS has the authority to change, modify, or amend Designated Price Agreements.

6.1.2 Ordering Instruments. All Ordering Instruments must incorporate the applicable Designated Price Agreement by reference and include the following statement:

"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT #_____. THE GENERAL TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED."

6.1.3 Contracts. DAS PS is not a party to nor does DAS PS assume any liability under Contracts.

6.2 Use of Oregon Procurement Information Network. The Oregon Procurement Information Network ("ORPIN") is an Internet-based, on-line system that is the State's official publication forum for procurement notices and advertisements. ORPIN provides registered suppliers with access to procurement information issued by the State and ORCPP Members. Registered suppliers can express interest, download documents and respond to procurement opportunities posted on ORPIN.

ORCPP Member is granted unlimited use of ORPIN, subject to the ORPIN terms of use, to upload, issue and advertise ORCPP Member's solicitation documents and procurement notices, subject to the following:

6.2.1 ORCPP Member assumes full and complete responsibility and liability for the content, substance and accuracy of all information contained in any ORCPP Member documents uploaded and displayed on the ORPIN system;

6.2.2 ORCPP Member is authorized to use future enhancements to the ORPIN system, such as electronic bidding and solicitation document types, as they become available on ORPIN; and

6.2.3 ORCPP Member shall not distribute or share its active, ORPIN user login credentials or access information with outside entities or individuals who are not ORCPP Members.

6.3 Training. ORCPP Member and its employees are eligible to register for and attend any DAS PS-sponsored and scheduled procurement-related training and certification programs at the same cost as State agency participants. Registration information for DAS PS procurement classes and workshops is available by logging into iLearn at <http://iLearn.oregon.gov>.

6.4 Data and Procurement Participation. From time to time, DAS PS may request ORCPP Member to provide historical or projected usage and spend data for certain solicitations for goods or services to help achieve maximum volume discounts for the benefit of all State agencies and ORCPP Members. DAS PS also may request ORCPP Member to participate on a procurement sourcing team or evaluation committee that will result in a Designated Price Agreement and use by State agencies and ORCPP Member(s). ORCPP Member agrees to provide information and participate pursuant to DAS PS request, to the extent reasonably possible.

7 DAS PS OBLIGATIONS.

7.1 DAS PS agrees to:

7.1.1 Provide a Program Manager that will respond to ORCPP Member questions regarding ORCPP membership and resources;

7.1.2 Maintain a list of Designated Price Agreements available for ORCPP Member reference on the DAS Procurement Services and Policy website. To access the Designated Price Agreement list, go to <http://www.oregon.gov/DAS/EGS/ps/Pages/index.aspx> and click on the Oregon Cooperative Procurement Program icon;

7.1.3 Educate contractors under Designated Price Agreements on the process to confirm that ORCPP Member is an "Authorized Purchaser" as defined in the Designated Price Agreements and on the process for transacting with ORCPP Member under the Contract;

7.1.4 Provide program education and outreach to ORCPP Member through trade shows, statewide events and the ORCPP listserv;

7.1.5 Manage ORPIN access and user permissions for ORCPP Member and its authorized users;

7.1.6 Provide ORCPP Member with Contract spend and usage reports and other ORCPP information upon ORCPP Member's request.

7.2 DAS PS' performance under this Agreement is conditioned upon ORCPP Member's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated by reference herein. ORCPP Member shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

8 MEMBERSHIP FEE.

ORCPP Member shall pay DAS PS an annual membership fee for the period July 1 through June 30 of each year this Agreement is effective, based on the entity type, annual budget and corresponding fee, as specified in Exhibit A, Standard ORCPP Membership Fee Schedule.

8.1 The initial membership fee when this Agreement takes effect anytime from July 1 through December 31 is 100% of the annual fee. The initial fee when this Agreement takes effect anytime from January 1 through April 30 is 50% of the annual fee. The initial fee is waived when this Agreement takes effect anytime from May 1 through June 30.

8.2 From time to time, DAS PS may request, and ORCPP Member shall provide, ORCPP Member's budget information to determine the applicable annual membership fee. If DAS PS determines that the annual membership fee has changed based upon ORCPP Member's then-current budget, DAS PS will notify ORCPP Member in writing of the new annual membership fee, and ORCPP Member shall pay that amount when the next annual fee is due.

9 INVOICES AND PAYMENT.

DAS PS will invoice ORCPP Member each year in July for the next annual membership fee. ORCPP Member shall remit payment to DAS within 45 days of receipt of the invoice by one of the following methods:

9.1 Credit Card. The preferred method of payment for the ORCPP annual fee is to be paid by credit card. The payment portal can be found at the below web address.
<https://apps.oregon.gov/DAS/Procurement/EPS>

9.2 Electronic Funds Transfer. ORCPP Member shall coordinate with DAS PS on the process and documentation required to set up an account and remit payment electronically if this is the payment method of choice.

9.3 Check. Payments made by check must include the Agreement number from page 1 and be issued to the Oregon Department of Administrative Services and sent to:

DAS Shared Financial Services
Attention: Cashier
155 Cottage Street NE
Salem, OR 97301

DAS PS may terminate this Agreement for non-payment if the annual fee is not received within ninety (90) days of the issue date of the invoice.

10 INDEMNIFICATION.

10.1 Non-State Agency ORCPP Member as Qualified Entity under Section 2.1. Subject to limitations of ORCPP Member's organic law if ORCPP Member is a unit of local government as defined in ORS 190.003, a United States governmental agency with offices in Oregon or American Indian Tribes located in Oregon, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts and omissions of the ORCPP Member, or its officers, employees and agents under this Agreement or (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.2 ORCPP Member as Qualified Entity under Section 2.2. If ORCPP Member is an entity specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045, ORCPP Member shall save, defend, hold harmless and indemnify, the State and its divisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts or omissions of the ORCPP Member, or its officers, employees and agents under this Agreement and (2) services or benefits DAS PS provides under this Agreement pursuant to a representation of ORCPP Member's Qualified Entity status and State's reliance thereon.

10.3 Defense Obligation. With respect to any obligation to defend described in sections 10.1 and 10.2, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State, its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) important governmental interests are at stake; or (iii) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

11 SUCCESSORS AND ASSIGNMENT.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party shall assign or transfer its interest in this Agreement without the prior written consent of the other. Any such attempted assignment or transfer shall be void.

12 MERGER; AMENDMENT; WAIVER.

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent or modification of the Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

13 LIMITATION OF LIABILITY.

ORCPP Member acknowledges and agrees that the State shall not be liable for any damages, including direct, indirect, incidental or consequential damages sustained by ORCPP Member, which arise out of or are in any way related to goods or services obtained from contractors under any Contract entered by ORCPP Member pursuant to this Agreement. State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services purchased under any Contract.

14 COMPLIANCE WITH APPLICABLE LAW.

ORCPP Member shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to this Agreement or to ORCPP Member's obligations under this Agreement.

15 GOVERNING LAW; VENUE.

15.1 Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

15.2 Designation of Forum. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

15.3 Federal Forum. Notwithstanding Section 15.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

16 TAX CERTIFICATION.

By signature on this Agreement for ORCPP Member, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the ORCPP Member and that ORCPP Member is, to the best of the undersigned's knowledge, not in violation of any applicable Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

17 SIGNATURES.

Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance obligations have been fully

authorized and approved, and that no further approvals or consents are required to bind such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its
Department of Administrative Services,
EGS-Procurement Services

ORCPP Member acting by and through its

City of Umatilla

(name of entity)

By: _____

By: _____

Printed Name

David Stockdale

Printed Name

Title

City Manager

Title

Date

05/07/2019

Date

(Additional signature lines may be added as necessary)

EXHIBIT A

Standard ORCPP Membership Fee Schedules

Fee Schedule 1 is the ORCPP membership fee for a Qualified Entity other than a special district as defined in ORS 198.010, and is based on the entity's adopted organizational annual budget.

Fee Schedule 2 is the ORCPP membership fee for special districts such as; irrigation districts, rural fire protection districts, water districts, utility districts, and other special districts as defined in ORS 198.010 with an adopted organizational annual budget under \$3,000,000.

1. Fee Schedule 1: Qualified Entity

(Provide a one-page summary of the entity's adopted annual budget with signed Agreement)

ORCPP Member (initial and date)	DAS PS (initial and date)	Organizational Budget MORE than	Organizational Budget LESS than	Annual Membership Fee
		\$ 0.00	\$ 3,000,000	\$0.00
		\$ 3,000,000	\$ 7,500,000	\$ 500.00
		\$ 7,500,001	\$ 21,000,000	\$ 900.00
		\$ 21,000,001	\$ 30,000,000	\$ 1,000.00
		\$ 30,000,001	\$ 68,000,000	\$ 2,000.00
		\$ 68,000,001	\$ 90,000,000	\$ 3,000.00
		\$ 90,000,001	\$ 150,000,000	\$ 4,000.00
		\$ 150,000,001	and over	\$ 5,000.00
		* Oregon K-12 Schools, Charter Schools, ESDs, qualifying Oregon Child Nutrition Sponsors, and qualifying, Early Learning Service Providers, and Qualified Rehabilitation Facilities		\$ 0.00

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:
Resolution No. 62 – 2019 – A
Resolution Authorizing the City
Manager to Submit an Application to
Renew the Greater Umatilla Enterprise
Zone

Meeting Date:
May 7, 2019

Department:
CDD

Director:
Tamra Mabbott

Contact Person:
Tamra

Phone Number:
922-3226 X101

Cost of Proposal:
None direct.
Legal fees to review

Fund(s) Name and Number(s):
N/A

Amount Budgeted:
N/A

Reviewed by Finance Department:
Yes

Previously Presented:
Yes, February 19, 2019

Attachments to Agenda Packet Item:

- 1) Resolution No. 62 – 2019
- 2) Map of Umatilla Enterprise Zone
- 3) Slides from April 24, 2019 special districts meeting

Summary Statement:

City enterprise zone was reauthorized in 2008 and is due to be renewed by July 1, 2019. After consultation with city council at the February 19, 2019 work session and with representatives of the cities of Stanfield and Echo, staff is proposing that to renew the enterprise zone and limit the area to lands within Umatilla city limits and urban growth area. The new configuration which will

include city limits and urban growth area will allow city to focus on businesses with Umatilla, help create employment opportunities for residents within the city, streamline development process and implement new community benefit plans to achieve those goals. New features includes a hotel and motel provision and community benefit plans. City provided a 21-day notice to districts within the enterprise zone and hosted a meeting to discuss the changes. See attached PowerPoint slides.

Consistent with Council Goals:

RESOLUTION NO. 62-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO RENEW THE GREATER UMATILLA ENTERPRISE ZONE

WHEREAS, the City of Umatilla (“City”) is sponsoring an enterprise zone designation; and

WHEREAS, the City has formally advised and received consultation from the Oregon Business Development Department (OBDD) aka Business Oregon, according to ORS 285C.078; and

WHEREAS, the Port of Umatilla, Umatilla School District, Education Service District, Umatilla Fire District, Umatilla County and special service districts that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone were sent notice and invited to attend a public meeting that was held on April 24, 2019 regarding its designation, in order for the sponsoring government to effectively consult with these other local taxing districts; and

WHEREAS, this enterprise zone has a total area of 5.13 square miles; it meets other statutory limitations on size and configuration, and it is depicted here on a drawn-to-scale map (Exhibit A); and

WHEREAS, the city shall fulfill its duties and implement provisions under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law, including but not limited to appointing a local enterprise zone manager, and to preparing a list or map of local, publicly owned lands and buildings in this enterprise zone for purposes of ORS 285C.110; and

WHEREAS, designation of this enterprise zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory and permitting processes and restrictions; nor does it indicate any intent to alter those processes or restrictions, except as otherwise done in accordance with Umatilla Comprehensive Plan as acknowledged by the State of Oregon Land Conservation and Development Commission (LCDC); and

WHEREAS, the availability of enterprise zone exemption to businesses that operate hotels, motels or destination resorts would help diversify local economic activity and facilitate the expansion of accommodations for visitors, who in turn will spend time and money in the area for business, recreation or other purposes; and

WHEREAS, the city is interested in encouraging new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity. The city appreciates the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein.

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

1. Under ORS 285C.065, the City does hereby re-designate an Oregon enterprise zone to be named the City of Umatilla Enterprise Zone, the boundary and area of which are described in Exhibit A.
2. David Stockdale, City Manager, is appointed as the local zone manager for this enterprise zone.
3. David Stockdale, City Manager, is authorized to submit documentation of this enterprise zone re-designation to Business Oregon on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.074.
4. Re-designation of this enterprise zone takes effect on July 1, 2019, (or later, as stipulated, as so stipulated by the Oregon Business Development Department in its determination pursuant to any revisions and resubmission of documentation).
5. The City of Umatilla, as sponsor of the Umatilla Enterprise Zone, exercises its option herewith under ORS 285C.070 that qualified property of and operated by a qualified business as a hotel, motel or destination resort shall receive the property tax exemption in the Zone, and that such business firms are eligible for purposes of authorization in the Zone. Hotels, motels or destination resorts located within the unincorporated jurisdiction under ORS 285C.070 are excluded from being eligible business in the Umatilla Enterprise Zone, notwithstanding their eligibility within the sponsoring jurisdictions of the City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



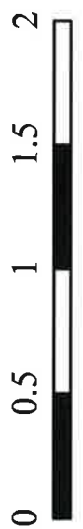
PROPOSED SIZE AND DIMENSIONS

- Estimated area of the enterprise zone = 5.13 Square Miles
- Greatest distance between any two points within the enterprise zone boundary = 6.4 Miles
- Longest distance between nearest points of any two separate areas = 3.2 Miles

Legend

- Umatilla City Limits (Red dashed line)
- Urban Growth Boundary (Red solid line)
- Streets (Black line)
- Greater Umatilla Enterprise Zone Existing Areas (Yellow)
- Greater Umatilla Enterprise Zone Areas to Be Added (Blue hatched)

GREATER UMATILLA ENTERPRISE ZONE



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 4/2/2019

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Greater Umatilla Enterprise Zone

Special Districts Meeting

April 24, 2019

Dave Stockdale, City Manager

Tamra Mabbott, Community Development Director

City of Umatilla

Umatilla Enterprise Zone

Agenda Overview

- I. Welcome and Introductions
- II. City Presentation
- III. Comments and Questions
- IV. Follow up
- V. Next Steps

Roundtable - Introductions

Please sign in.

What is an Enterprise Zone?

- Tax incentive program that temporarily forgives property taxes on new plant & equipment investments.
- Basic – three years
- Extended – four to five years

Why Enterprise Zone?

- Economic Development tool for recruiting new business and expansion of existing businesses
- Common in the region – keeping pace is essential

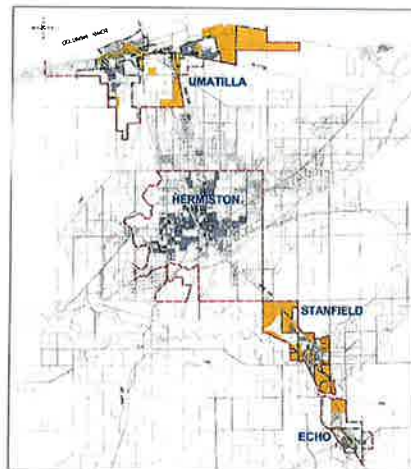
How it Works

- Application submitted to local zone manager before hiring or investment.
- First Source Hiring Agreement is entered with sponsor.
- Construction in Process (CiP) filed for property not in use.
- Exemption Claim filed with county assessor, copied to local zone sponsor.
- Claim form filed each year.

Property that is Exemptible

- Located in Enterprise Zone
- Includes machinery and equipment
- Only the increase in assessed value is exempt
- Investment minimum of \$50,000

Current Enterprise Zone



West Umatilla County, Oregon

--- City Limits --- Urban Growth Boundary [Yellow Box] Enterprise Zone

New Enterprise Zone



Why the Change?

- Focus on a thriving Umatilla
- Goal to change PSU Income Statistics
- One Stop/Full Service City
- Streamline Process
- Focus on Sustainability

Income Demographics - Qualifying

CoPlaces

U.S. Census, American Community Survey Estimates, 2010-2017 (001) 819013 8 819101 8 10 17 801003 819001

ID	Geo Name	Oregon County	Median household income in the past 12 months	Less 40 percent of state/MSEA (greater)?	Per capita income in the past 12 months	Less 41 percent of state/MSEA (greater)?	Computed Poverty Incidence Rate	Percentage-points of left above state/MSEA (less)?	Computed Rate of Unemployment	Percentage-points of left above state/MSEA (less)?	Total Population	Total Households
4122200	Echo city, Oregon	Umatilla	\$46,375	83%	\$20,634	68%	25.8%	10.9%	9.6%	2.3%	686	241
4169900	Stanfield city, Oregon	Umatilla	\$55,500	99%	\$21,160	70%	12.4%	-2.5%	9.9%	8.1%	2,662	896
4175650	Umatilla city, Oregon	Umatilla	\$38,746	69%	\$11,864	42%	24.1%	9.2%	9.5%	2.2%	1,068	1,762
AGGREGATED FROM ABOVE												
A	41 Oregon	Umatilla	\$42,406	76%	\$15,455	51%	20.4%	5.5%	9.7%	2.9%	10,417	2,859

Existing Buildings

PORT OF UMATILLA

BUILDING	3	PDX 54 (3250)	Resolution 06-2016 September 2015 / Amended February 2016 <u>EZ Agreement</u>
	2	PDX 51 (3200)	Resolution 05-2016 September 2015 / Amended February 2016 <u>EZ Agreement</u>
	1	PDX 2 (2400)	Resolution 04-2013 December 2016 <u>EZ Agreement</u>
		UEC SUB(2000)	
	4	PDX 57 (1650)	Resolution 02-2010 Ratified EZ Agreement
5	PDX 60 (1600)	SAP#1: 12/14/17 CO 3/7/18 5/20/18 CO:	Ph3: 4/18/18 CO: Ph5: Ph7: CO:

What is new and different?

1. Hotel and Motel provision
2. Community Benefit Plans

Other Zones in County

- City of Pendleton/Pilot Rock
- City of Hermiston
- City of Milton Freewater

Effect on Districts?

- Streamline Process
- Local Programs

Next Steps

- Consent of Port
- Consent of County
- City Council Resolution



Questions and Comments

Follow Up

CITY OF UMATILLA, OREGON

AGENDA BILL

<u>Agenda Title:</u> Resolution No. 63-2019 A Resolution Declaring Certain Property of the City of Umatilla to be Surplus and Authorizing Disposal of Said Property	<u>Meeting Date:</u> May 7, 2019
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<u>Department:</u> Public Works / Police	<u>Director:</u> Scott Coleman / Darla Huxel	<u>Contact Person:</u> Melissa Ince	<u>Phone Number:</u> 541-922-3226 x 104
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<u>Cost of Proposal:</u> N/A	<u>Fund(s) Name and Number(s):</u> N/A
<u>Amount Budgeted:</u> N/A	

<u>Reviewed by Finance Department:</u> Yes	<u>Previously Presented:</u> No
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<u>Attachments to Agenda Packet Item:</u> Resolution No 63-2019
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Summary Statement:
The City recently hired a consultant to inspect and evaluate the City's fleet. The purpose of the evaluation was to determine the overall condition of the fleet, review staff recommendations for vehicle replacements, evaluate the maintenance program, recommend vehicle lifecycles, and recommend a method to fund vehicles. This surplus resolution is the first step to dispose some older equipment that is no longer in use. This equipment will be auctioned off on May 18, 2019 by Mike's Auction. The proceeds from the auction will go back into the proper reserve for future fleet replacement.

<u>Consistent with Council Goals:</u>

RESOLUTION NO. 63-2019

A RESOLUTION DECLARING CERTAIN PROPERTY OF THE CITY OF UMATILLA TO BE SURPLUS AND AUTHORIZING DISPOSAL OF SAID PROPERTY.

WHEREAS, the City of Umatilla has accumulated certain items of personal property which items are listed below, and which items are no longer needed by the City of Umatilla; and.

WHEREAS, the City of Umatilla believes that such property is surplus to the needs of the City and disposal of such property is in the best interest of the City;

NOW THEREFORE, BE IT RESOLVED that the following described items are hereby declared surplus to the needs of the City of Umatilla and shall be disposed of in a commercially reasonable manner which will be in the best interest of the City of Umatilla, including but not limited to negotiation by private sale, public auction, or if the cost of sale exceeds the value of the property, by disposal or donation to a charitable organization.

SURPLUS PROPERTY

1993 Ford F-150 Pickup VIN# 1FTEF14N5PLA62034
1993 Chevy 1500 Pickup VIN# 2GCEK19K6P1178407
1977 Ford F-350 Boom Truck VIN# F37HR027935
1992 Wilson Triple Axle Trailer VIN# 4BMFH2534N1100844
1999 MoBark 2090-D Wood Chipper VIN# 4S85Z1318XW090007
2006 Ford Crown Victoria Police Cruiser VIN# 2FAFP71W96X114712
1970's Galion Motor Grader SN# 164
Wolfpack PAC3100 Roller SN# 322005232
1997 John Deere JD 925 Mower SN # CH3029D080309

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 64-2019 - A Resolution Authorizing City Manager Stockdale to Sign an Intergovernmental Agreement with the Umatilla County Special Library District for Library Services

Meeting Date:

May 7, 2019

Department:

Finance & Admin Services

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

541-922-3226 x 104

Cost of Proposal:

N/A

Amount Budgeted:

\$180,164 revenue in FY2019-20

Fund(s) Name and Number(s):

Library Fund
06-6154

Reviewed by Finance Department:

Yes

Previously Presented:

No

Attachments to Agenda Packet Item:

Resolution No. 64-2019
Agreement for Library Services

Summary Statement:

The current agreement with the Umatilla County Special Library District (UCSLD) for library services expires on June 30, 2019. This resolution authorizes City Manager Stockdale to sign a new agreement that will be reviewed every three years. UCSLD is the primary funding source for our library operations, with anticipated distributions of over \$180,000 in the next fiscal year.

Consistent with Council Goals:

RESOLUTION NO. 64-2019

A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE UMATILLA COUNTY SPECIAL LIBRARY DISTRICT FOR LIBRARY SERVICES

WHEREAS, the Umatilla County Special Library District (UCSLD) has been established by the voters of Umatilla County to provide library services to the various cities in Umatilla County; and

WHEREAS, the current intergovernmental agreement between the City and UCSLD for library services expires June 30, 2019; and

WHEREAS, the City and UCSLD desire to enter into a new intergovernmental agreement; and

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

PASSED by the Council and **SIGNED** by the Mayor this 7th day of May, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



UMATILLA COUNTY
SPECIAL LIBRARY
DISTRICT

Strengthening our community libraries

211 SW 1st Street
PO Box 1689
Pendleton, OR 97801

Phone (541) 276-6449

November 27, 2018

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

Dear Mr. Stockdale,

Enclosed are two copies of the new Agreement for Library Services to Umatilla County residents effective July 1, 2019. The current Agreement expires June 30, 2019. This letter serves as written notice of termination of the current Agreement as of June 30, 2019 and the introduction of a new Agreement beginning July 1, 2019.

The Umatilla County Special Library District (UCSLD) Board, working with staff assistance, has modified the Agreement to include updated language about services provided by the District, listing the requirements for the Agreement and targeting new 2018 Oregon Library Association Standards for Public Libraries and adding a signature line for Library Directors.

The Agreement continues the same provisions as the current Agreement removing those that were outdated and clarifying those that created questions.

Please review and have your elected body approve this agreement prior to May 15, 2019. Please sign both copies, retain the one copy for your files and return one copy to the District at the following address:

Umatilla County Special Library District, P.O. Box 1689, Pendleton, OR 97801

Should you have questions, please contact the UCSLD office at 541-276-6449.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin McCusker".

Erin McCusker
District Director

Enclosures:

New Agreement
Appendices A, B, C

AGREEMENT FOR LIBRARY SERVICES

PARTIES.

This agreement, effective July 1, 2019, is entered into by and between the Umatilla County Special Library District, an Oregon municipal corporation, hereinafter referred to as "the District", the City of Umatilla, an Oregon municipal corporation, hereinafter referred to as "the City" and the Library of Umatilla City, hereinafter referred to as "the Library."

RECITALS.

WHEREAS the District has been established by the voters of Umatilla County to provide library services and financing to the libraries of the various cities in Umatilla County, and for that purpose the District and the City desire to enter into an intergovernmental agreement pursuant to Oregon law as currently provided in ORS Chapter 190, and the parties recognize that the District has entered into or proposes to enter into similar agreements with other cities in Umatilla County to provide similar library services.

NOW, THEREFORE, in consideration of the obligations and responsibilities of the parties stated herein, the parties agree as follows:

I. DEFINITIONS.

"the City" means the City of Umatilla, Umatilla County, Oregon.

"County" means Umatilla County, State of Oregon.

"the District" means the Umatilla County Special Library District.

"the Library" means the City of Umatilla Library.

II. FUNDING.

A. The District agrees to pay to the City such amounts annually as are established through the District's budgeting processes and procedures, to financially support the operation of the Library and the implementation of the Library's Annual Library Service Plan (ALSP).

B. Receipt of funding is contingent on the District's receiving and approving the Annual Library Service Plan from the Library in a timely manner.

The Annual Library Service Plan proposal for the next fiscal year is due to the District on or before May 1st of the current fiscal year and shall be based on District guidelines for programs and services.

C. These funds may not be used by the City for the purchase, rehabilitation, or maintenance of a building or of the grounds for the City library, nor the structural modification of an existing City library. Therefore, these funds would be prohibited from being used, for example, for paint, roofing materials, cooling or heating systems and other non-routine problems such as broken windows, plumbing etc.

D. Contingency as to Funding: The parties to this agreement recognize that the District is a special taxing district which receives its funding through property tax

receipts collected by Umatilla County. In the event the tax revenues are less or more than those in the budget adopted by the District for the applicable fiscal year, then the allocations of funds to the City shall be proportionately reduced or increased by the same percentage as the reduced or increased level of tax revenues. For example, if the total annual revenues were reduced/increased by one (1%) percent, then the City's total receipts from the District would be reduced/increased by one (1%) percent.

- E. Compliance: If the City fails to comply with the terms of this agreement, the District may withhold distributions of funds to the city until agreement terms are met.

III. MUTUAL SERVICES.

A. The District shall provide the following coordinated services to the City:

- (1) Annual Budget: At the earliest possible time, the District shall provide a copy of its anticipated annual funding distribution amounts to the City and the Library so both can include that funding amount within its budgeting process. The parties recognize that both the budget for the District and City must conform to Oregon laws and the Oregon Constitution and that the District will provide the City with the District budget within sufficient time to allow adoption of the City budget.
- (2) Distribution of Funds: The District shall promptly upon receipt of property tax revenues from the Umatilla County Treasurer transfer to the City such portion of the said funds as are to be distributed to the City in accordance with the budgeted amount for such distribution.
- (3) District Director: The District shall provide District Director services including the providing of advice, sharing of information, serving as a resource, and assisting in the general problem solving of issues.
- (4) Technical Services Manager: The District shall provide Technical Services Manager services including cataloging assistance, problem solving with database issues, and one-on-one library site visits at least twice a year.
- (5) Early Childhood Literacy Manager: When appropriate and upon request, the Early Childhood Literacy Program Manager will provide resources and services to the Library.
- (6) Communication Liaison: When appropriate the District Director shall act as a Communication Liaison for cooperative projects.
- (7) Joint Purchasing Opportunities: When appropriate and agreed upon, the District shall, for the benefit of the City/Library, engage in joint purchasing opportunities.
- (8) District In-Service Staff Training: The District shall create a Training

Planning Committee from among Library staff. The District will facilitate the presentation of a minimum of two trainings per year. Training topics will be based on District and Library program priorities/needs and will be for all paid full-time and part-time library staff. The District will fund a training budget. The Library will be closed for these trainings.

- (9) Professional Learning Opportunities for the District, Cities and local Library Boards: The District shall appoint a Planning Committee from among Library Board Members and will assist them in coordinating a minimum of one of these learning opportunities annually. Topics of these opportunities will be based on District and Library program priorities/needs and will be for District Board members, Library Board members and City representatives (Mayor, City Manager, Council members, City Recorder). The District will fund a training budget.
 - (10) Resource Sharing
 - a. Courier Service: The District shall, when reasonable & cost effective, provide contract courier services for delivery of books and other library materials from and to the participating libraries within the County, and the District shall pay the cost of such courier services.
 - b. Library Automation System: The District shall maintain Sage Library System membership levels for the libraries in Umatilla County that are reasonable and cost effective as determined by the District Library Board of Directors. Libraries within the District shall follow Sage Library System policies
 - c. Resources: The District shall provide, as long as it is reasonable and cost effective, resources that will be accessible through the Library to a resident with a local library card.
 - (11) District Annual Service Plan: The District shall provide a copy of the District's Annual Service Plan on the District website by May 1st each year for public viewing. A hard copy of the Plan will be made available upon request.
 - (12) Evaluation of the Library's Annual Service Plan (ALSP): The District will provide an evaluation process of the Library's previous fiscal year's ALSP no later than October 31st of the current year.
- B. The Library agrees to do the following:
- (1) Provide an Annual Library Service Plan for the next fiscal year to the District by May 1st.
 - (2) Present in person and in writing the Annual Library Service Plan Review to the District Board of Directors by October 31st.

- (3) Annual Statistical Report: The Library shall furnish to the District a copy of the Library's annual statistical report that is sent to the Oregon State Library on or before October 10th of each fiscal year.
- (4) The Library will strive to meet 2018 Oregon Library Association Public Library Standards in the number of hours open, staffing levels, and collection size.
- (5) Library Closures: The Library will notify the District office of any unscheduled library closures.
- (6) Interlibrary Loan: The Library will participate in universal borrowing for all District residents. The District will, providing costs are reasonable and within District budget constraints, pay for the Library's membership in the Sage Library System and maintain county wide courier service.
- (7) Support for the District: The Library will advocate for and support the District by acknowledging the District's contributions by listing membership etc. on library web site, brochures, newsletters, etc. The Library will support the District as requested by District.

C. The City agrees to do the following:

- (1) Budget: City shall provide a copy of its annual adopted Library budget, which includes the use of funds from the District on or before October 10th of each fiscal year.
- (2) Library Fund: The City agrees to account for all library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City General Fund both to be accounted for by the ORS and GASB accounting principles.
- (3) Unexpended Funds: The City agrees that any unexpended District cash will be budgeted as beginning cash balance in the next year's Library budget in accordance with Oregon Budget Law.
- (4) Financial Reports: The City agrees to provide monthly, all necessary library related financial reports to the Library Director and Library Board.
- (5) Annual Audit: The City shall provide an annual audit showing receipt of funds from the District and their subsequent expenditures on or before February 1st of the following fiscal year.
- (6) District In-Service Training Meetings: Library staff wages and benefits shall be paid by the City for these in-service trainings including City reimbursement for reasonable and customary mileage, meals, substitutes, etc. The Library will close for these trainings.
- (7) Authority of City: The authority and functions for governing the Library shall

include:

- a. Purchasing materials, supplies, equipment and services necessary for the setup and continued operation of the Library.
 - b. Preparing and approving an annual Library budget.
 - c. Entering into contracts with any person, firm or corporation, or any agency or government, as necessary, to acquire goods or services for the development of and the operation of the Library.
 - d. Contracting or providing for the use of space for its operations, staff, a supervisor, or auxiliary services, including, but not limited to, records, payroll, accounting, purchasing and data processing.
 - e. Reviewing staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery, and performing annual employee evaluations based on those job descriptions.
 - f. Paying the Head Librarian/Library Director a salary at not less than 150% of the State of Oregon minimum wage.
 - g. Employing or terminating a director, or other employees.
 - h. Taking any other action necessary and proper for the management of the Library and the performance of its functions.
- (8) All gifts, grant, contributions or fees received by the City for library services from any source other than the District are exclusively those of the Library.

IV. PROHIBITION OF DISENFRANCHISEMENT

Patrons living outside the city limits of their home library shall not be excluded from public discussions regarding their home library matters.

V. ADDITIONAL PROVISIONS.

- A. **Non-Employees/Professional Services Recognition:** Any and all employees of the City while engaged or performing any work or service required by them under this agreement shall be considered employees of the City only and not employees of the Library District and any claims that may arise under the Workers' Compensation Act on behalf of the said employees while so engaged and any and all claims made by third parties as a consequence of any act or omission on the part of them or their employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of City.

- B. Notices: Any notice under this agreement shall be effective on the date of actual receipt or two (2) days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to either party at the address stated below or such other addresses as either party may specify by written notice to the other party:

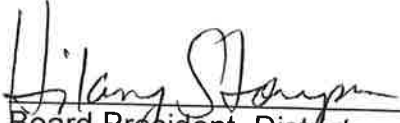
City of Umatilla
P.O. Box 130
Umatilla, OR 97882

Umatilla County Special Library District
PO Box 1689
Pendleton, OR 97801


- C. Severability: If any part, paragraph, section or provision of the agreement is adjudged to be invalid by any court of competent jurisdiction; such adjudication shall not affect the validity of any remaining section, part or provision of this agreement.
- D. Governing Law: This agreement and the party's rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.
- E. Mediation: Prior to any arbitration of any dispute arising under this agreement, the parties agree to submit each such dispute to mediation and to attempt to settle such dispute in good faith. A mediator will be selected by and paid equally by the parties. If the matter is not settled after one mediation session, then the arbitration provisions of this agreement shall apply.
- F. Arbitration: If any dispute arises between the parties, which is not settled by mediation, such dispute shall be resolved by binding arbitration. Either party may request arbitration in writing to the other party. The parties shall mutually select a single arbitrator; and if the parties cannot agree on an arbitrator, the presiding judge of the Umatilla County Circuit Court will choose an arbitrator.
- G. Procedure for Arbitration: The arbitration shall proceed according to the Oregon Statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in Umatilla County. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.
- H. Indemnity: City hereby agrees to defend, indemnify and hold the District harmless from any claims, damages, suits or actions arising out of or in connection with the provision of library services by the City.
- I. Termination: Any party may terminate without cause by giving written notice to all other parties not less than six (6) months prior to the end of the fiscal year. Such termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given. This agreement shall be automatically extended from year to year on the same terms and conditions unless it is terminated as set forth in sentences one and two above or by mutual agreement of the parties

- J. Modification: This agreement may only be amended by mutual written consent of both parties.
- K. This document is subject to review every three (3) years.

SIGNED:


Board President, District

City Manager/Mayor,
City of Umatilla


Board Secretary, District

Library Director
Umatilla Public Library

ATTEST: _____
City Manager/City Recorder
City of Umatilla



DATED:

November 18, 2018

_____, 20____

Appendix A: Explanation of Distribution of Funds to Cities

Appendix B: Oregon Library Association (OLA) Standards for Oregon Public Libraries – Minimum Standards

Appendix C: UCSLD District Governance Outline

Appendix A: Distribution of Funds to Cities

The District was voted in on November 1986 and took effect in July 1987. The purpose of the District was to provide financial support from all taxable properties in the County to local libraries for the provision of library services to all residents of Umatilla County. Hermiston City chose not to be part of the District.

The tax distribution process to District member libraries, established at the onset of the 1991 tax base, provided that 80% of the revenues would go to the District member libraries. 20% of the revenues would go to the District, for administration and overall services provided to those libraries, such as cataloging, courier service, the Integrated Library System (ILS) [now SAGE], etc.

The City of Hermiston later signed an agreement with the District to provide library services to the surrounding County population.

The current (FY2018-19) percentage rates are:

Adams	0.017003483
Athena	0.028120861
Echo	0.027356768
Helix	0.014006169
Hermiston (Rural)	0.079330639
Milton-Freewater	0.124301426
Pendleton	0.285567268
Pilot Rock	0.032387974
Stanfield	0.043964546
Ukiah	0.014006169
Umatilla	0.106598816
Weston	0.027356768
District	0.199999114
	100.00%

Minimum requirements for Oregon public libraries

The Public Library Division has determined the following minimum requirements for a legally established public library in the state of Oregon. The goal is for all libraries to provide a consistent level of service, fulfilling at least the basic role of a public library.

The current legal definition of a public library according to [ORS 357.400](#) (3)² (<https://www.oregonlaws.org/ors/357.400>):

“Public library” or “public library system” means a public agency responsible for providing and making accessible to all residents of a local government unit library and information services suitable to persons of all ages.

Please note that OLA is looking to update the definition of a “public library.” If the definition is successfully updated, these proposed minimums may be introduced in the 2019 legislative session as Oregon Administrative Rules.

STANDARD: The library provides these basic services free of charge to everyone in their service area.

Requirement	Y	N
1. The library provides a physical material collection in one or more of the following ways:		
• Books		
• Media		
2. The library is open a minimum of 20 hours per week.		
3. The library abides by the American Library Association (ALA) Code of Ethics and other relevant ethics codes, rules, or guidelines of the library’s governing unit(s) that apply to the organization and its representatives. (See Appendix B for the ALA Code of Ethics ³).		
4. The library offers free public internet access.		
5. The library offers free public wireless internet access (wi-fi).		
6. The library offers at least one public access computer.		
7. The library has a website which connects to free services from the State Library of Oregon.		
8. The library dedicates a .50 full-time equivalent (FTE) staff member exclusively to library functions during operating hours.		

² ORS 357.400, www.oregonlegislature.gov/bills_laws/ors/ors357.html or www.oregonlaws.org/ors/357.400

³ ALA Code of Ethics, www.ala.org/united/sites/ala.org.united/files/content/trustees/orgtools/policies/ALA-code-of-ethics.pdf

9. The library has basic policies in place for:		
• Collection management		
• Circulation		
• Patron confidentiality		
10. The library provide basic services for:		
• Reference		
• Youth services		
11. The library has a dedicated space compliant with the Americans with Disabilities Act (ADA) ⁴ to make materials and services accessible for people with disabilities.		

Oregon Library Association Standards in full can be found at:
<https://www.olaweb.org/assets/PLD/PLDStandards/PLD-Standards-091718.pdf>

⁴ Information and Technical Assistance on the Americans with Disabilities Act, www.ada.gov

Umatilla County Special Library District (UCSLD) Governance Outline

MAJOR ROLES AND RESPONSIBILITIES:

Library District Board

- Oversees distribution of approved tax-payer funds that strengthen community libraries in Umatilla County
- Oversees agreements with city libraries for public library services
- Sets District policies
- Develops and implements District strategic plans
- Hires District Director and staff

District Director

- Provides expertise, leadership and coordination
- Advises District Board regarding policy, resource allocation and strategic planning
- Prepares and manages District budget
- Administers District operations
- Monitors and evaluates District activities
- Supervises and evaluates District staff
- Serves as District Board Secretary

Cities

- Adopts local library policies
- Hires local library director
- Prepares/adopts annual local library budget
- Fiscally supports local library
- Supports and advocates for libraries and UCSLD

Library Boards

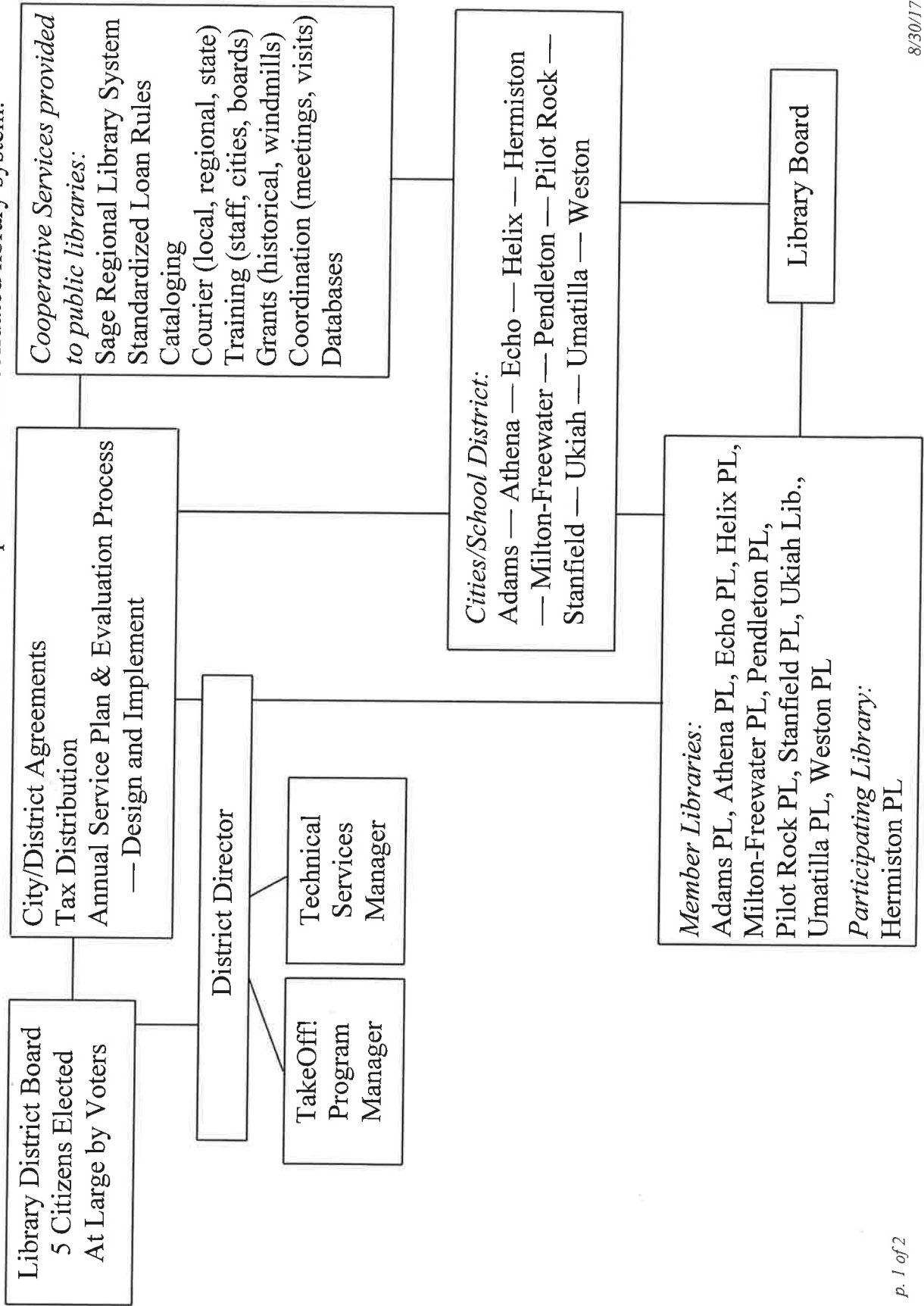
- Serves as library policy advisors to the city
- Supports and advocates for libraries and UCSLD
- Carries out duties as stated in Oregon State law/City ordinance regarding library boards
- Monitors compliance with Agreement for Library Service between City and District

Local Library Director

- Provides expertise, leadership and coordination
- Advises library board regarding policy, resource allocation and strategic planning
- Prepares and manages library budget
- Oversees local library operations
- Monitors and evaluates library performance
- Hires and supervises library staff
- Oversees coordination with local library support groups
- Oversees compliance with Agreement for Library Service between City and District

Umatilla County Special Library District (UCSLD) Governance Outline

The Umatilla County Special Library District (UCSLD) governance model is a hybrid of the traditional consolidated and federated library system governance models. It balances the benefits of a federated library system, namely, local control with the service efficiencies of a cooperative or consolidated library system.



- J. Modification: This agreement may only be amended by mutual written consent of both parties.
- K. This document is subject to review every three (3) years.

SIGNED:

Hilary Stanger
Board President, District

EMMELIK
Board Secretary, District

City Manager/Mayor,
City of Umatilla

Library Director
Umatilla Public Library

ATTEST: _____
City Manager/City Recorder
City of Umatilla

DATED:

November 28, 2018

_____, 20____



Appendix A: Explanation of Distribution of Funds to Cities

Appendix B: Oregon Library Association (OLA) Standards for Oregon Public Libraries – Minimum Standards

Appendix C: UCSLD District Governance Outline

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 65 – A Resolution
Authorizing the City Manager to Sign
Easements for the Purpose of
Establishing Easements on City Owned
Parcels for the Industrial Waste Water
Line

Meeting Date:

May 7, 2019

Department:

Community
Development

Director:

Tamra Mabbott

Contact Person:

Tamra or Scott

Phone Number:

101 or 109

Cost of Proposal:

Legal Fees to prepare and record.
Easement consideration \$26,898.

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

\$26,898 from Sewer Fund to General
Fund

Reviewed by Finance Department:

Yes

Previously Presented:

Yes, April 16, 2019

Attachments to Agenda Packet Item:

1. Resolution No. 65 – 2019
2. Easements
3. Maps of IWW Line Alignment

Summary Statement:

As part of the industrial wastewater reuse project, city will be constructing an IWW Line. A portion of the line will be on parcels owned by the city. Those parcels will be developed in the future and may be sold. In order to memorialize and protect the city's IWW project and guarantee city future access to do maintenance, etc. on the line, easements will be dedicated.

Consistent with Council Goals:

RESOLUTION NO. 65-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN EASEMENTS FOR THE PURPOSE OF ESTABLISHING EASEMENTS ON CITY OWNED PARCELS FOR THE INDUSTRIAL WASTE WATER LINE.

WHEREAS, the City of Umatilla (“City”) will be constructing an industrial waste water (IWW) line to divert water from the City wastewater treatment plant; and

WHEREAS, City desires to put the industrial wastewater to beneficial use; and

WHEREAS, a portion of the IWW line will be located on parcels owned by the City; and

WHEREAS, the City desires to dedicate the easements in order to memorialize the property for future ownership.

WHEREAS, the parcels being considered are an asset of the General Fund and the easement is being granted for purposes of the Industrial Wastewater project, an asset belonging to the Sewer Fund; and

WHEREAS, the consideration of the easement will be made through a transfer of \$26,898 from the Sewer Fund to the General Fund.

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

1. The City Manager is authorized to sign the Industrial Wastewater Line Easements.

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of May, 2019.

ATTEST:

Mary Dedrick, Mayor

Nanci Sandoval, City Recorder

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

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made this ___ day of ___ 2019 ("Effective Date") by and between the City of Umatilla, an Oregon municipal corporation ("Grantor"), and the City of Umatilla, an Oregon municipal corporation ("Grantee").

RECITALS

- A. Grantor is the record owner of real property identified as Tax Lots 1,2,3,4, and 5 of the Draper Subdivision and Lot 7 of the Port Terminal Subdivision in the records of Umatilla County, State of Oregon, and the legal description of which are respectively identified as "Tract 1," "Tract 2," "Tract 3," "Tract 4," "Tract 5," and "Tract 6" in *Exhibit A-J* attached hereto ("Grantor's Property").
- B. Grantee needs permanent utility easements and temporary construction easements to be located on and within portions of Grantor's Property for Grantee to:
 - (a) install, inspect, operate, maintain, repair, and replace a low-strength industrial wastewater pipeline and related infrastructure (the "LS-IWW Pipe") necessary to the planned operation of a cooling-water-effluent wastewater collection system; and (b) install, inspect, operate, maintain, repair, and replace an entirely separate high-strength industrial wastewater pipeline and related infrastructure (the "HS-IWW Pipe") necessary to the future operation of a high strength industrial wastewater-effluent collection system.

- C. Grantor agrees to grant to Grantee permanent and temporary easements of a nature described above on and across Grantor's Property pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the performance by Grantor and Grantee of the covenants, agreements, conditions and stipulations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. **Grant of Permanent Utility Easement.** Grantor hereby grants to Grantee a permanent utility easement forty (40) feet in width (the "Utility Easement") on, to, across, under, over and through those portions of Grantor's Property, the legal descriptions of which are set forth in attached *Exhibits A-2 through A-7* (collectively, the "Utility Easement Area").
2. **Scope of Permanent Utility Easement.** Grantee and its agents, employees, officers, consultants, and contractors of Grantee (collectively, "Grantee Parties") shall have rights of ingress and egress across Grantor's Property to access, enter upon, and use the Utility Easement Area to: (a) install, operate, inspect, maintain, repair, reconstruct, and replace the LS-IWW Pipe; and (b) to install operate, inspect, maintain, repair, reconstruct, and replace the HS-IWW Pipe. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Utility Easement Area to the extent they unreasonably interfere with Grantee's rights conveyed herein.
3. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary construction easement ten (10) feet in width (the "Temporary Construction Easement") on, to, across, under, over and through those certain portions of Grantor's Property, the legal descriptions of which are set forth in the attached *Exhibit A-2 through A-7* (collectively, the "Temporary Easement Area").
4. **Scope of Temporary Construction Easement.** Grantee Parties have the right of ingress and egress across Grantor's Property to access, enter upon, and use the Temporary Easement Area to (a) complete installation and testing of the LS-IWW Pipes prior to such facilities becoming operational and to (b) complete installation and testing of the HS-IWW Pipes prior to such facilities becoming operational. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Temporary Easement Area to the extent they unreasonably interfere with Grantee's rights conveyed herein.
5. **Consideration.** Parties agree that Grantee shall compensate Grantor for the easements conveyed for a fee of \$0.25 a square foot or \$26,898 total price.

6. Term of Easements.

6.1 Utility Easement. The Utility Easement granted herein is perpetual, will be effective on the Effective Date, and will continue in perpetuity until such time as the parties agree in writing to terminate the Utility Easement for reasons that the purpose for which such easement was created no longer exists.

6.2 Temporary Construction Easement.

6.2.1 LS-IWW Pipe. The Temporary Construction Easement for the LSIWW Pipe shall become effective three (3) days after Grantee's delivery of written notice to Grantor that Grantee will begin using the Temporary Construction Easement Area for the construction of the LS-IWW Pipe and shall terminate upon the completion of installation and testing of the LS-IWW Pipe prior to such facilities becoming operational.

6.2.2 HS-IWW Pipe. The Temporary Construction Easement for the HSIWW Pipe shall become effective three (3) days after Grantee's delivery of written notice to Grantor that Grantee will begin using the Temporary Construction Easement Area for the construction of the HS-IWW Pipe and shall terminate upon the completion of installation and testing of the HS-IWW Pipe prior to such facilities becoming operational.

7. Exclusive Grant. Grantee's rights under this Agreement, and the easements granted herein, are exclusive to Grantee and the Grantee Parties.

8. Maintenance. While this Agreement is in effect, Grantee shall maintain its improvements on and within the Utility Easement Area.

9. Restoration. To the extent Grantee alters portions of the Utility Easement Area where Grantee has not installed any permanent improvements including, but not limited to, shrubs, other plants, and vegetation consistent with or as required by any applicable permit governing the completion of such permanent improvements, Grantee will restore such portions of the Utility Easement Area to like kind or better condition as existed as of the Effective Date.

10. Applicable Law. Grantee shall comply with all local, state, and federal rules, laws, ordinances, and requirements regarding its maintenance and use of the Utility Easement Area and must obtain any and all required permits and licenses at its sole cost and expense.

11. Indemnification; Limitation of Liability. Subject to the limits of the Oregon Tort Claims Act, Grantee will indemnify, defend and hold Grantor harmless from and against any and all claims arising from or in connection with use of or damage to the Utility Easement Area and the IWW Facilities or the IWWTP Facilities by Grantee or Grantee Parties. This indemnification will not apply to the extent the claim or loss is attributed to the negligent or intentionally harmful acts of Grantor or Grantor's agents, contractors, consultants, licensees or invitees.

12. Insurance. During the term of this Easement, Grantee shall carry, and require its agents and contractors to carry, worker's compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage in connection with any and all of Grantee's acts and/or omissions including, without limitation, for injury to or death of any person or persons and for damage to property occasioned by or arising out of any act, omission, and/or use of the Utility Easement Area by Grantee or a Grantee Party.

13. Breach of Obligation. Neither party shall be considered in default under this Agreement for a failure to perform its obligations under this Agreement unless such failure continues more than ten (10) days after written notice to the other party of its failure to perform its obligations under this Agreement. To the extent the failure is of the type that cannot be cured within the ten (10) days, the party shall not be considered in default if the failure is not cured within the ten (10) days after such notice provided that the party commences to cure such failure within such period and diligently and continuously completes the cure of such failure within a reasonable period of time. If any party shall be in default of such party's obligations under this Agreement, the other party shall be entitled to require performance of the obligations by suit for specific performance or, where appropriate through injunctive relief, or an action for damages or amounts due but not paid. Such remedies shall be in addition to any other remedies afforded under Oregon law.

14. Notices. All notices, approvals, consents or requests given or made pursuant to this Agreement shall be deemed delivered (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery ("Delivery Date"). Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Parties:

If to Grantor: City of Umatilla
Attn: City Manager
700 6th Street
P.O. Box 130
Umatilla, OR 97882

If to Grantee: City of Umatilla
Attn: City Manager
700 6th Street
P.O. Box 130
Umatilla, OR 97882

15. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.

- 16. Authority.** Each person executing this Agreement represents and warrants that he or she has authority to execute this Agreement.
- 17. Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.
- 18. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement.
- 19. Recording.** This Agreement will be recorded in the real property records of Umatilla County, Oregon. Grantee will pay the recording fees.
- 20. Amendment.** This Agreement may be amended only by an instrument in writing signed by both Grantor and Grantee.
- 21. Attorneys' Fees.** In the event of any action by the parties concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses of enforcing its rights hereunder, including actual experts', consultants', and attorneys' fees, and all professional fees incurred by the prevailing party with respect to such action.
- 22. Applicable Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of laws.
- 23. Runs With the Land; Time of the Essence.** This Agreement shall run with the land and be binding upon, inure to the benefit of, and be enforceable by the parties and the respective successors and assigns of the parties to this Agreement. Time is of the essence with respect to the performance of the obligations of this Agreement.

[Signatures and Acknowledges on following pages]

Dated this _____ day of _____, 2019

GRANTOR:
City of Umatilla
an Oregon municipal corporation

GRANTEE:
City of Umatilla
an Oregon municipal corporation

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

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

ACKNOWLEDGMENT

STATE OF OREGON

County of Umatilla

This record was acknowledges before me on this _____ day of _____, 2019, by David Stockdale, City Manager of the **CITY OF UMATILLA**, an Oregon Municipal Corporation

Notary Public - State of Oregon

(SEAL)

STATE OF OREGON

County of Umatilla

This record was acknowledges before me on this _____ day of _____, 2019, by David Stockdale, City Manager of the **CITY OF UMATILLA**, an Oregon Municipal Corporation

Notary Public - State of Oregon

(SEAL)

**EXHIBIT A-1
TO UTILITY EASEMENT AGREEMENT**

TRACT 1:

LOT 1, DRAPER SUBDIVISION Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of Section 11, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon.

TRACT 2:

LOT 2, DRAPER SUBDIVISION Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County Oregon lying in a portion of the Southwest quarter of Section 11, Township 5 North, Range 28 Ease, Willamette Meridian, City of Umatilla, Umatilla county, Oregon.

TRACT 3:

LOT 3, DRAPER SUBDIVISION Final plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of Section 11, and a portion of the Northwest quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon.

TRACT 4:

LOT 4, DRAPER SUBDIVISION Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Northwest quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon.

TRACT 5:

LOT 5, DRAPER SUBDIVISION Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Northwest quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon.

TRACT 6:

LOT 7, PORT TERMINAL SUBDIVISION as recorded in Book 15 of Plats, Page 60, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of the Southwest quarter of Section 11, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon.

1 – WATER PIPELINE EASEMENT AGREEMENT

EXHIBIT A

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

An industrial wastewater easement over a portion of Lot 1, Draper Subdivision Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of Section 11, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-feet in width more particularly described as follows;

The East 40.00 feet of said Lot 1, Draper Subdivision.

Containing: 12,152.40 square feet (0.28 acres), more or less.

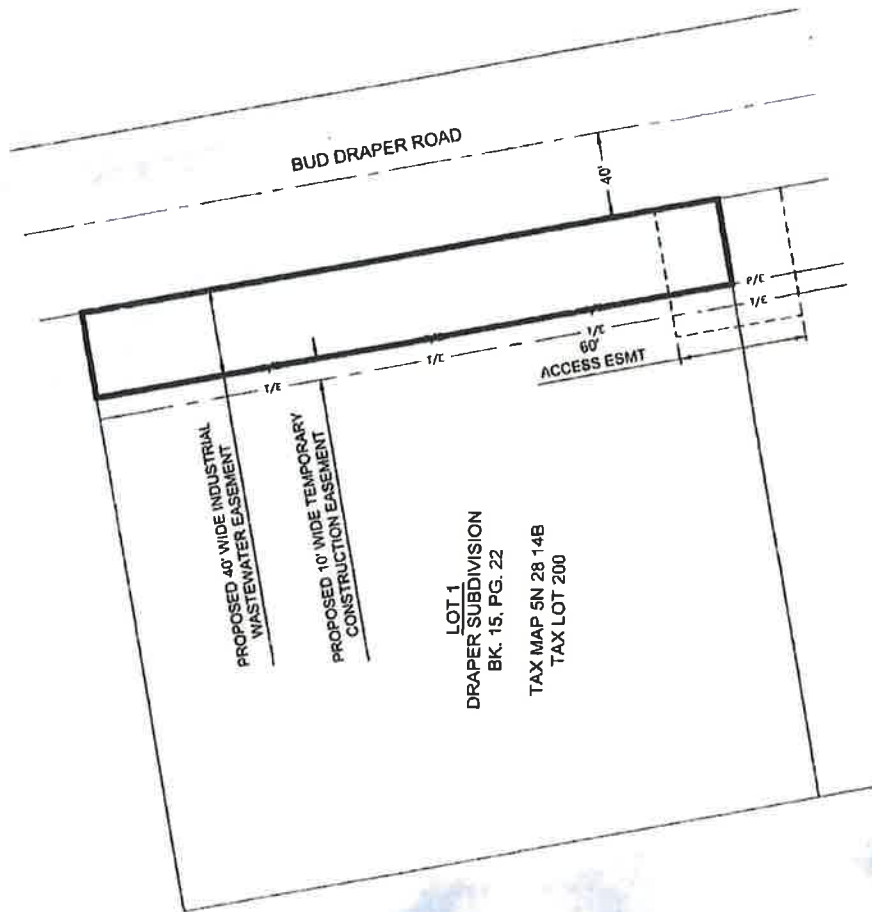
TOGETHER WITH a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



OCTOBER 18, 2018

10-18-2018

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN 16, 1996
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

EXHIBIT A

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

An industrial wastewater easement over a portion of Lot 2, Draper Subdivision Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of Section 11, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-feet in width more particularly described as follows;

The East 40.00 feet of said Lot 2, Draper Subdivision.

Containing: 12,152.40 square feet (0.28 acres), more or less.

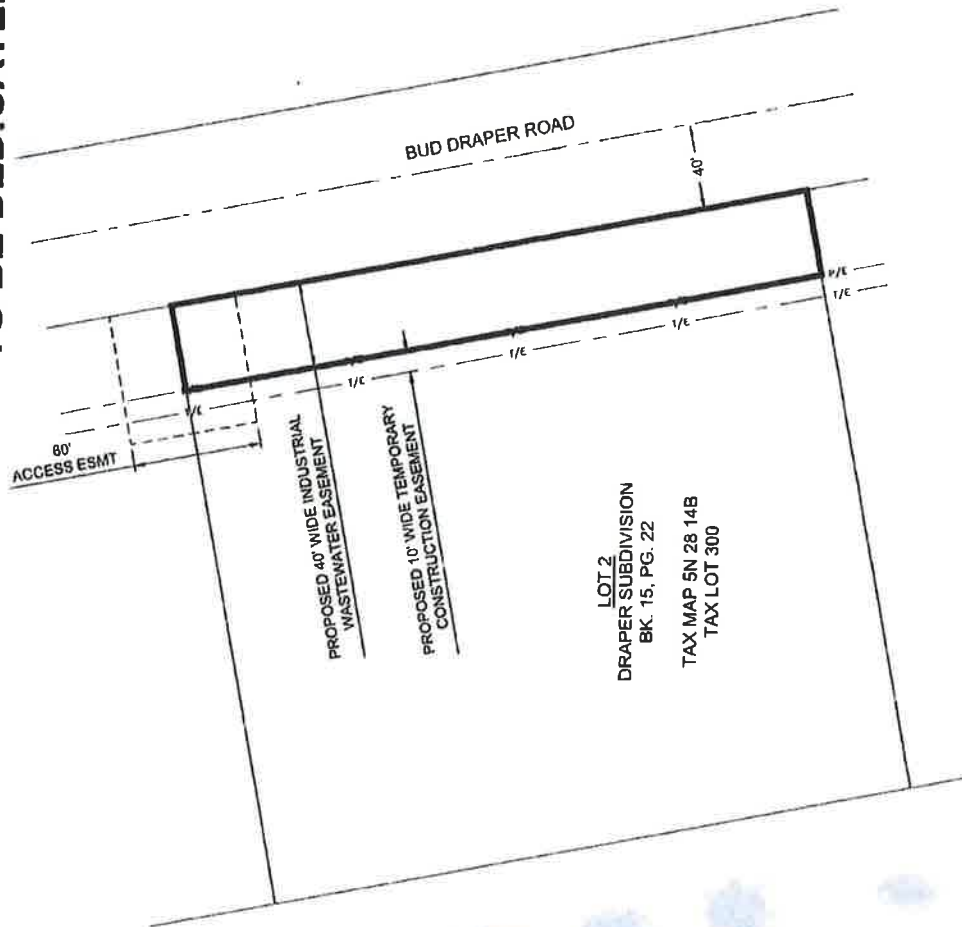
TOGETHER WITH a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



OCTOBER 18, 2018

10-18-2018

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

John Joseph Shea

OREGON
JAN 15, 1996
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

EXHIBIT A

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

An industrial wastewater easement over a portion of Lot 3, Draper Subdivision Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of Section 11 and a portion of the Northwest quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-feet in width more particularly described as follows;

The East 40.00 feet of said Lot 3, Draper Subdivision.

Containing: 12,152.40 square feet (0.28 acres), more or less.

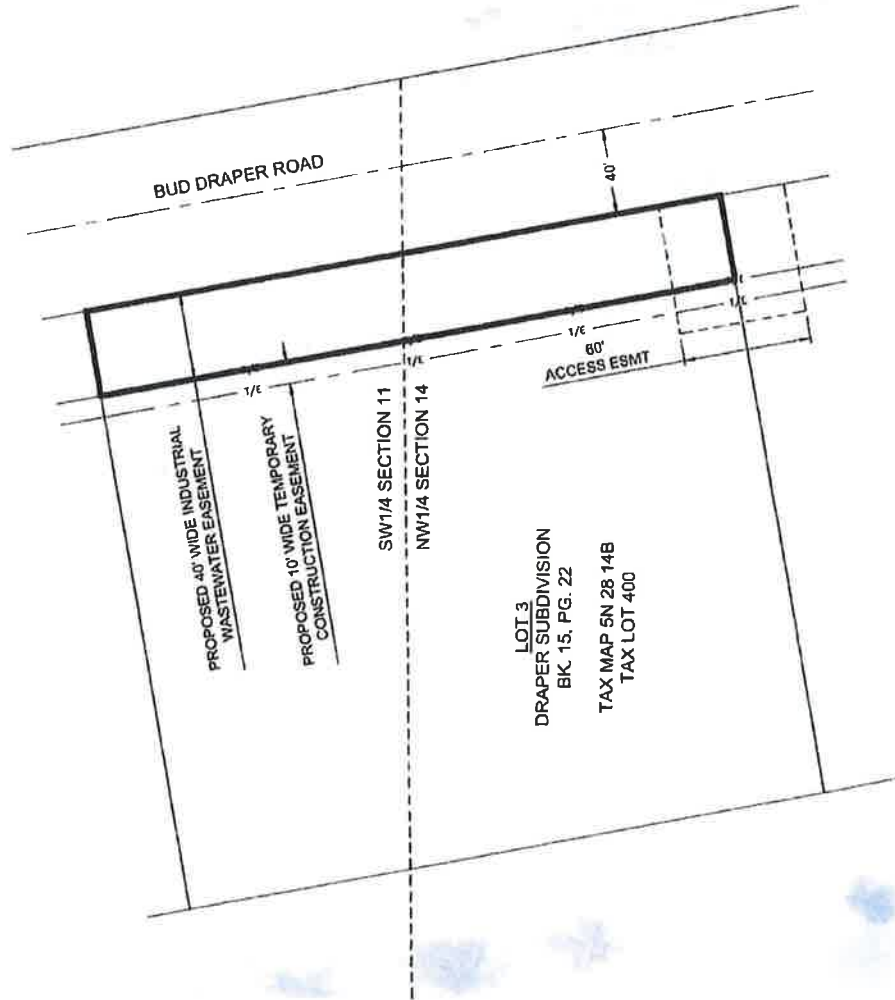
TOGETHER WITH a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



OCTOBER 18, 2018

10-18-2018

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN 16, 1996
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

EXHIBIT A

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

An industrial wastewater easement over a portion of Lot 4, Draper Subdivision Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Northwest quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-feet in width more particularly described as follows:

The East 40.00 feet of said Lot 4, Draper Subdivision.

Containing: 12,152.40 square feet (0.28 acres), more or less.

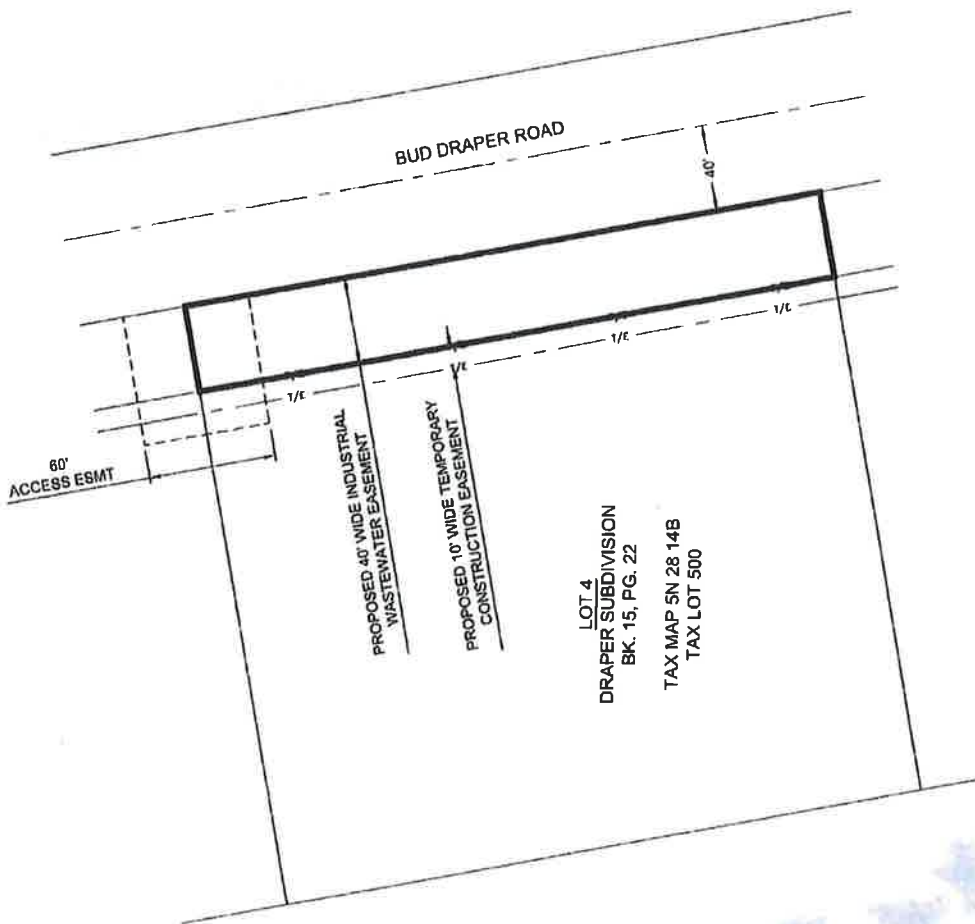
TOGETHER WITH a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



OCTOBER 18, 2018

10-18-2018

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John Joseph Shea

OREGON
JAN 16, 1996
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

EXHIBIT A

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

An industrial wastewater easement over a portion of Lot 5, Draper Subdivision Final Plat according to the Plat thereof, recorded in Book 15 of Plats, Page 22, Records of Umatilla County, Oregon lying in a portion of the Northwest quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-foot in width more particularly described as follows;

The East 40.00 feet of said Lot 5, Draper Subdivision.

Containing: 12,152.40 square feet (0.28 acres), more or less.

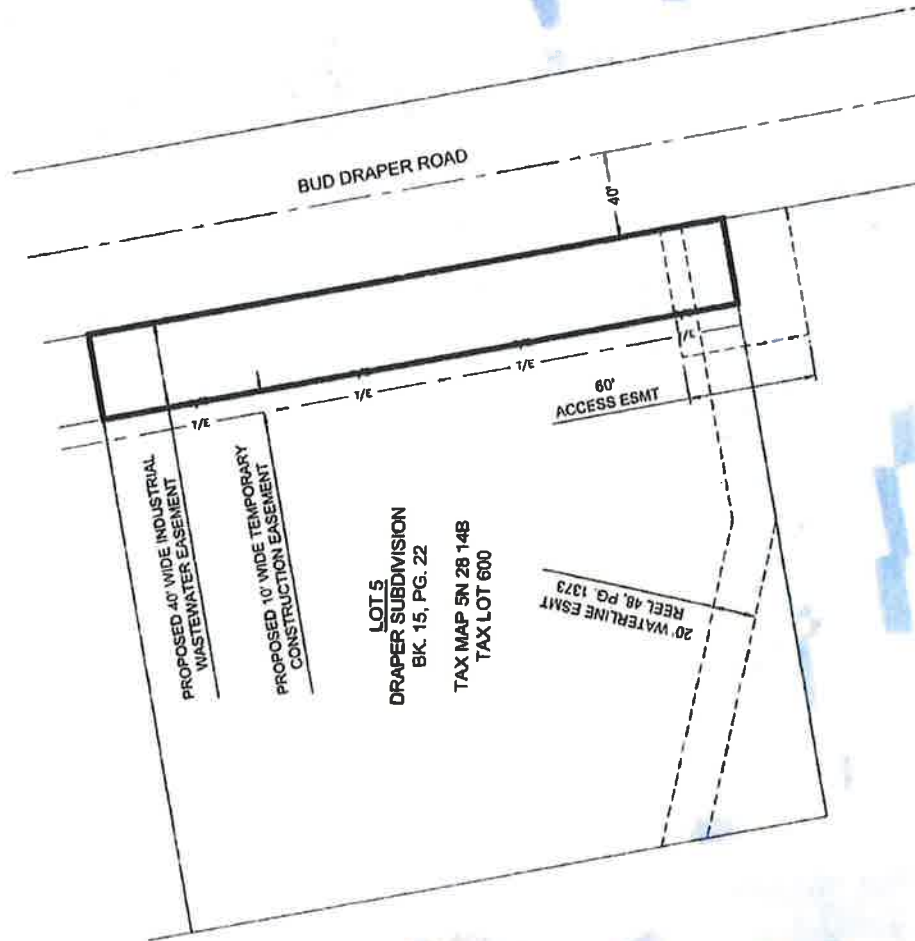
TOGETHER WITH a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



OCTOBER 18, 2018

10-18-2018

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

John Joseph Shea

OREGON
JAN 16, 1986
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

EXHIBIT A

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

An industrial wastewater easement over a portion of Lot 7, Port Terminal Subdivision as recorded in Book 15 of Plats, Page 60, Records of Umatilla County, Oregon lying in a portion of the Southwest quarter of the Southwest quarter of Section 11, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

A 40.00-foot wide industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across the following described parcel of land;

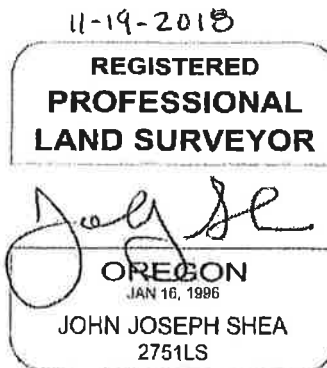
The South 40.00 feet and the West 40.00 feet of said Lot 7.

Containing: 46,441.68 square feet (1.07 acres), more or less.

TOGETHER WITH a 10.00-foot wide temporary construction easement described as follows, (said temporary easement to be extinguished upon completion of the project);

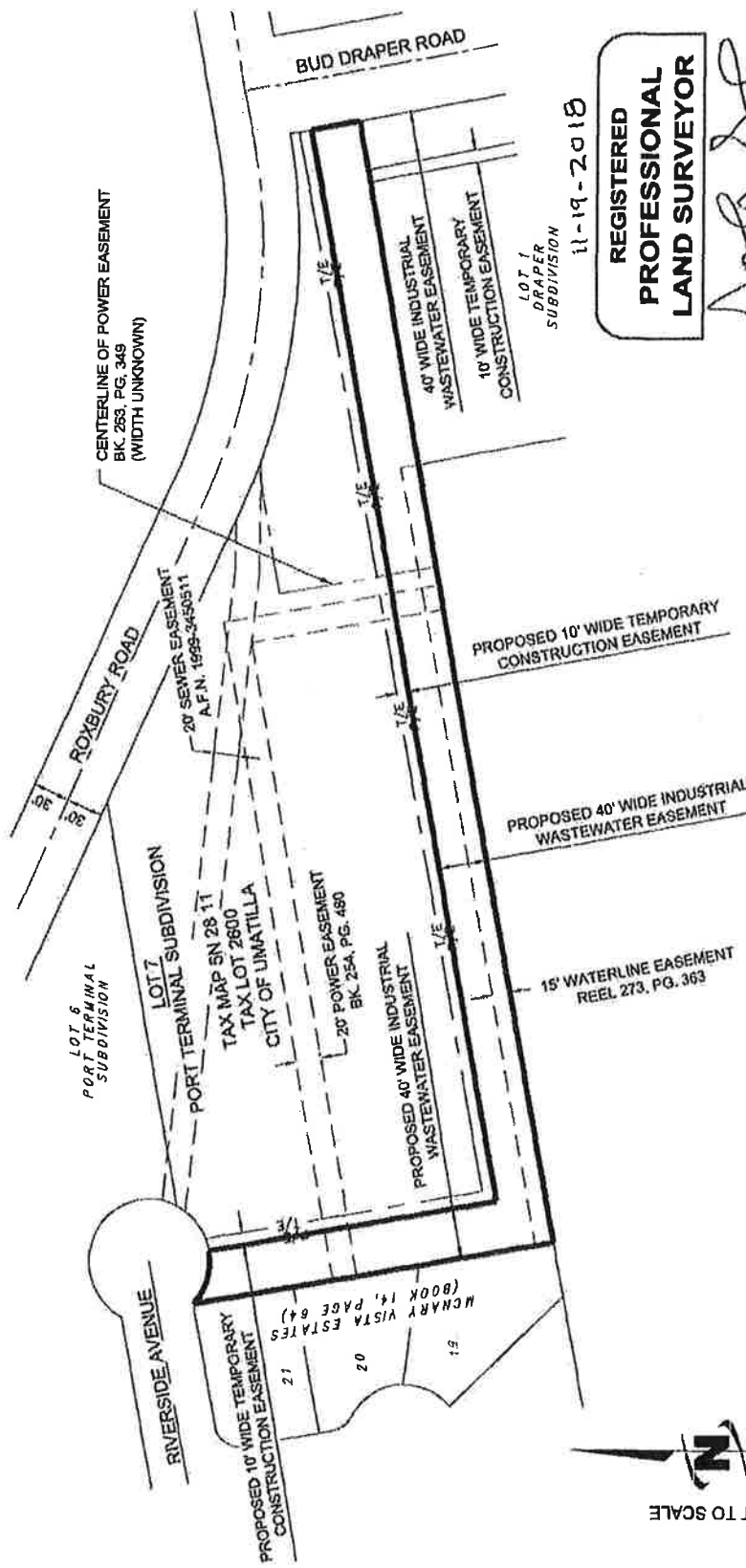
The North 10.00 feet of the South 50.00 feet and the East 10.00 feet of the West 50.00 of said Lot 7.

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



RENEWAL DATE: 6-30-20

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



NOT TO SCALE

11-19-2018

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

John Joseph Shea

OREGON
JAN 16, 1996
JOHN JOSEPH SHEA
2751LS

RENEWAL DATE: 6-30-20

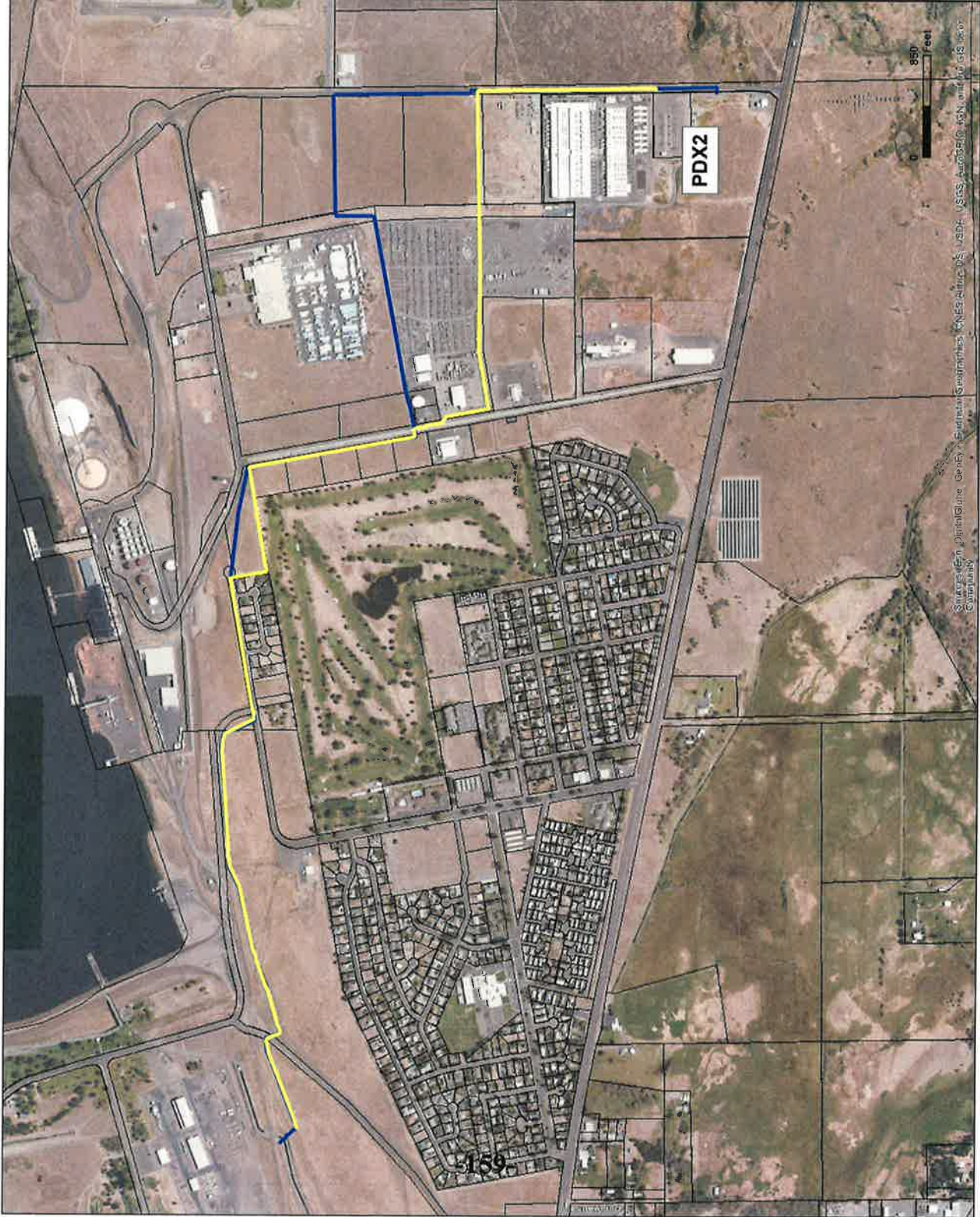
NOVEMBER 19, 2018
POB=POINT OF BEGINNING

CITY OF UMATILLA
PHASE 1 IWW PIPE ALIGNMENT

FIGURE 1
ALIGNMENTS

LEGEND

- Revised IWW Alignment
- Original IWW Alignment
- Tax Lots





City of Umatilla



Downtown
Revitalization
Grant



ELIGIBLE ZONES

DOWNTON COMMERCIAL

DOWNTOWN TRANSITIONAL

Community Development Department

700 6th St

Umatilla, OR 97882

(541) 922-3226

www.umatilla-city.org

Downtown Revitalization Grant

As part of the City's commitment to improve the appearance of buildings downtown, the City has set aside money available for façade improvements to commercial or mixed use building within the Downtown Commercial and Downtown Transitional Zones.

Funds are available in two rounds

Round 1

- Applications accepted between May 15th and May 31st
- CDD Review between 6/1 and 6/15
- Notification to applicant
- Award recommendation to Council the First Tuesday in July

Round 2

- Applications accepted between November 15th and November 30th
- CDD Review between 12/1 and 12/15
- Notification to applicant
- Award recommendation to Council the First Tuesday in January

Project Eligibility

- Applicant must be the property owner or a tenant with permission from the owner.
- No delinquent bills, charges, or taxes due to the City or County.
- Project must meet all building code and zoning requirements.
- Project must be located in one of the Downtown Zones. See map in reverse side.

Program Requirements

- Funds are limited to the annual budget process (\$50,000 total for FY 19-20)
- No more than 80% of annual grant budget can be spent in Round 1
- All remaining grant budget may be rewarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%
- All awards from the City Council are final.
- Grant approval is required prior to work commencing.

Maximum Grant Award \$26,500





City of Umatilla Downtown Revitalization Grant Program

Welcome to the City of Umatilla Downtown Revitalization Grant Program. This program is available to commercial and mixed-use buildings in the Downtown District. The city has set aside funds to provide up to **\$26,500 annual match** for eligible improvements.

Application Process:

To apply for a grant, review and complete Sections 1 thru 8 of the application. Grants will be accepted for submittal twice yearly (May 15th to May 31st and November 15th to November 31st). **This application must be submitted and approved PRIOR to work commencing.** Submit the completed application to the City of Umatilla, Community Development Department, 700 6th St Umatilla, OR or via email to Esmeralda Horn at: esmeralda@umatilla-city.org

Section 1 – Applicant Information

Section 2 – Project Information

Section 3 – Submittal List

Section 4 – Grant Request and Approval Process

Section 5 – Grant Funds Distribution Process

Section 6 – Signature

City of Umatilla Downtown Revitalization Grant Program Application

Section 1 – Applicant Information

Company/Business Name: _____

Address of Subject Property: _____

Assessor Tax Lot Number: _____

Mailing Address: _____

Contact Person: _____ Email Address: _____

Phone Number: _____ Fax Number: _____

Applicant is the: Building Owner Tenant

Building Owner Information (if different from applicant):

Owner Name: _____

Mailing Address: _____

Contact Person: _____ Email Address: _____

Phone Number: _____ Fax Number: _____

Signature of Building Owner indicating consent for improvements: _____

Section 2 – Project Information

Project Start Date: _____ Anticipated Completion Date: _____

Estimated Budget for Proposed Project: \$ _____

A general description of the overall project scope is appreciated (here). Also, applicants are encouraged to prepare a written response to the approval criteria.

Will you be using a contractor for this project? Yes No

If yes, please supply the following contractor information:

Contractor Business Name: _____

Address: _____

Contact Person: _____ Phone Number: _____

Attach a copy of the cost estimate from the contractor

Note: At least one competitive bid must be provided for service estimates greater than \$500.00. For projects that do not use a contractor, only materials will be reimbursed (not labor or tools).

Section 3– Submittal List

Please attach copies of the required submittals to this application.

- Photographs clearly showing existing conditions of the building to be improved.
- Drawings or sketches showing the proposed improvement(s) on the building and placement of other features around the building, if applicable.
- Exact color samples of paint and other materials to be used for the proposed improvement(s).
- Cost estimate for the project (itemized).
- Written statement explaining how proposed changes demonstrate compliance with downtown design standards.

Section 4 – Grant Request and Approval Process

Estimated total budget for proposed project (listed in Section 3): \$ _____

Portion of estimated budget that qualifies: \$ _____ x .25 = \$ _____

Total Grant Amount Requested (not to exceed \$26,500): \$ _____

Approval Process:

- Upon receipt of a completed application, a three (3) City Council will review the application and will make a decision shortly after the submittal deadline date. Staff may contact you ahead of the deadline to clarify the project scope.
- Approval is based upon: 1) Readiness to proceed, 2) visual prominence of the building/location, 3) ability to demonstrate compliance with applicable building design standards 4) restoration of historical elements (if applicable) and 5) leverage of other project funds as available.
- Conditions of Approval may be applied to ensure compliance with the code standards of the Downtown district, which may be identified as part of the Grant Approval Agreement.
- Staff may choose to forward an application to the City Council for review.
- **Grant recipients are required to sign the agreement before construction begins.**

If an application is not approved, the City of Umatilla will provide a written explanation and may include recommendations for steps that may be taken to receive approval.

Section 5 – Grant Funds Distribution Process

- Funds are limited to the annual budget process (\$50,000 total amount available in FY 19-20)
 - (1) No more than 80% of the annual program budget can be spent in Round 1
 - (2) All remaining budgeted funds may be awarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%. Applicants can request a larger personal match, if desired
- Maximum Grant Award Not to Exceed \$26,250
- All awards from the City Council are final.
- Recipients will receive a Notification of Award from CDD upon Council approval
- Grant monies will be issued after project is complete.
- Projects must be completed within 6 months of approval. Upon completion of a project,
- City staff must be contacted for a site inspection. If the staff finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the City shall provide the agreed upon amount of funding.
- If a contractor was used, a copy of the invoice and proof of payment must be provided to the City before funds can be released.
- If a contractor was not used, receipts accompanied by proof of payment must be provided before reimbursement can be issued.
- All receipts must be received within 30 days of project completion.
- Only materials may be reimbursed for projects that do not use a contractor (cost of shipping, tools/machinery and labor are not reimbursable items).
- Funds shall then be disbursed within thirty (30) days from the date invoices are received.
- In order to encourage multiple business to apply and to disperse the distribution across several businesses, no applicant may:
 - (1) Receive more than three awards over the past four years, and
 - (2) Receive more than \$52,500 in total awards over the past four years, and
 - (3) Receive more than two awards per round (applicant may apply for more than one faced grant improvement per round if they can clearly demonstrate that they have two unique improvement projects.

Section 6 - Signature

I agree that the information provided above and within is accurate and correct to the best of my knowledge.

Signature of Applicant: _____ Date: _____