

**UMATILLA CITY COUNCIL MEETING
A G E N D A
COUNCIL CHAMBERS
JULY 02, 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. **CITY MANAGER'S REPORT**
 - 6.1 General Updates/Announcements
 - 6.2 Communications and Public Relations Plan
7. **PUBLIC COMMENT:** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.
8. **CONSENT AGENDA**
 - 8.1 Paid Invoices *pages 1-20*
 - 8.2 Court Report – May *page 21*
 - 8.3 May 28, 2019 minutes *page 22*
 - 8.4 June 04, 2019 minutes *pages 23 - 27*
 - 8.5 June 18, 2019 minutes *pages 28 - 29*
 - 8.6 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 *pages 30 - 61*
 - 8.7 Resolution No. 01 – 2020 - A Resolution Authorizing the City Manager to Sign an Agreement with West Extension Irrigation District to Convey Industrial Waste Water Into an Irrigation Canal *pages 62 - 69*
 - 8.8 Resolution No. 04 -2020 – A Resolution Authorizing the City Manager to Sign the Lind Road Improvement Agreement with Vadata, Inc. for Improvements to Lind Road and Other Potential Corresponding Transportation Improvements *pages 70 - 85*

9. NEW BUSINESS

9.1 Downtown Revitalization Grant Application – Umatilla School District *pages 86 - 98*

9.2 Resolution No. 02 – 2020 – A Resolution Authorizing City Manager Stockdale and Administrative Services Manager Shilhanek to become Authorized Signers to the City of Umatilla Deferred Compensation Plan *pages 99 - 100*

9.3 Resolution No. 03 – 2020 - A Resolution of the Umatilla City Council Adopting Council Goals for July 1, 2019 through June 30, 2021 *pages 101 – 111*

9.4 Resolution No. 05- 2020 – A Resolution of the City of Umatilla Authorizing A Loan From the Special Public Works Fund *pages 112 - 117*

11. PUBLIC COMMENT

12. DISCUSSION ITEMS

13. MAYOR’S MESSAGE

14. COUNCIL INFORMATION & DISCUSSION

15. ADJOURN

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

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
13							
13	A-1 Industrial Hose & Supply	133507	Transfer Truck parts	06/05/19	103.02	43315	06/12/19
		134479	Gaskets	06/11/19	35.50	43408	06/25/19
		135798	Supplies for Sewer Equipment	06/18/19	22.00	43408	06/25/19
	Total 13:				160.52		
40							
40	AgSource Laboratories	90964341	TRCI LAB TEST	05/10/19	74.15	43316	06/12/19
		90964342	TRCI LAB TEST	05/14/19	74.15	43316	06/12/19
		90978712	TRCI LAB TEST	05/28/19	74.15	43409	06/25/19
		90978713	TRCI LAB TEST	05/29/19	76.85	43409	06/25/19
		90987860	TRCI LAB TEST	06/03/19	76.85	43409	06/25/19
	Total 40:				376.15		
102							
102	Aramark Uniform Services, Inc.	863968633	Police Mats	05/09/19	157.77	43317	06/12/19
		863968635	Shop Mats	06/09/19	111.62	43317	06/12/19
		863988904	Police Mats	05/23/19	157.77	43317	06/12/19
		863988906	Mats Water and WW Shop	05/23/19	111.62	43317	06/12/19
	Total 102:				538.78		
148							
148	Banner Bank Mastercard	0715JUNE	Safety Equipment-fire hydrant flush	05/24/19	1,383.50	43318	06/12/19
		0715JUNE	Food for Flagging Class-lunch and donuts	05/24/19	150.17	43318	06/12/19
		0715JUNE	Meeting Meal	05/24/19	59.34	43318	06/12/19
		0715JUNE	Meeting Meal	05/24/19	10.00	43318	06/12/19
		0715JUNE	Meeting Meal	05/24/19	10.00	43318	06/12/19
		0715JUNE	WWTP Meal	05/24/19	53.00	43318	06/12/19
		0715JUNE	VaData Lunch	05/24/19	43.00	43318	06/12/19
		2217JUNE	Supplies/Visa Payment	05/24/19	208.93	43318	06/12/19
		2217JUNE	Visa Card Payments/TLO Transunion	05/24/19	50.00	43318	06/12/19
		2217JUNE	Visa Card Payments/equipmen	05/24/19	640.86	43318	06/12/19
		2217JUNE	Safety Equipment	05/24/19	463.50	43318	06/12/19
		2217JUNE	Public Safety Chaplincy	05/24/19	375.00	43318	06/12/19
		3132JUNE	Visa Card Payments/equipment	05/24/19	323.64	43318	06/12/19
		3132JUNE	Visa Card Payments/Fuel	05/24/19	105.70	43318	06/12/19
		3132JUNE	Visa Card Payments/Arbor Day Temp	05/24/19	16.44	43318	06/12/19
		3488JUNE19	Tree Workshop snacks	05/24/19	84.38	43318	06/12/19
		3488JUNE19	Wanapa Rd.	05/24/19	228.09	43318	06/12/19
		3488JUNE19	Advertising events	05/24/19	108.71	43318	06/12/19
		3488JUNE19	Employee appreciation,				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			survey monkey	05/24/19	387.44	43318	06/12/19
		3488JUNE19	Employee appreciation	05/24/19	243.58	43318	06/12/19
		3488JUNE19	Fishing Derby	05/24/19	1,014.90	43318	06/12/19
		5919JUNE19	Training/Travel	05/24/19	396.98	43318	06/12/19
		5919JUNE19	Recruiting-Seasonal Maint.	05/24/19	66.43	43318	06/12/19
		5919JUNE19	Adobe Pro Purchase	05/24/19	449.00	43318	06/12/19
		6564JUNE	Travel/Training	05/24/19	1,677.42	43318	06/12/19
		6564JUNE	Courtesy-Thank You Gift to City of Pasco	05/24/19	20.00	43318	06/12/19
		7017JUNE	Supplies/Visa Payment	06/11/19	369.97	43318	06/12/19
		7017JUNE	Recorder Training	06/11/19	585.00	43318	06/12/19
		8522JUNE	Supplies	05/24/19	19.98	43318	06/12/19
		8522JUNE	Title Reports, Records Fees	05/24/19	414.00	43318	06/12/19
		8522JUNE	Meeting Meal	05/24/19	16.23	43318	06/12/19
		8522JUNE	APA Credit	05/24/19	85.00	43318	06/12/19
	Total 148:				9,890.19		
206							
206	BJK Truck Parts	40385	Parts/Repairs Streets Vehicles	05/22/19	64.82	43319	06/12/19
	Total 206:				64.82		
276							
276	Builders FirstSource	79086790	Concrete for Kiwanis PK	05/15/19	174.98	43320	06/12/19
	Total 276:				174.98		
293							
293	Buttercreek Equipment, Inc.	57126	Weedeater line	05/16/19	105.48	43322	06/12/19
	Total 293:				105.48		
294							
294	Buttercreek Sod, LLC	2017-768	Horse Shoe Pits at Marina	06/13/19	45.00	43410	06/25/19
	Total 294:				45.00		
320							
320	Canon Solutions America, Inc	4029372078	COPIER MAINTENANCE	05/24/19	302.65	43323	06/12/19
	Total 320:				302.65		
326							
326	Car and Driver	27352019	Subscription for Library	06/20/19	7.00	43411	06/25/19
	Total 326:				7.00		
351							
351	Cascade Natural Gas Corp.	0001JUNE	Natural Gas	05/24/19	47.85	43324	06/12/19
		0006JUNE19	Natural Gas	05/24/19	8.67	43324	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0006JUNE19	Natural Gas	05/24/19	8.67	43324	06/12/19
		0006JUNE19	Natural Gas	05/24/19	8.66	43324	06/12/19
		0007JUNE19	Natural Gas	05/24/19	10.63	43324	06/12/19
		5627JUNE19	Natural Gas	05/24/19	13.58	43324	06/12/19
		9927JUNE19	Natural Gas	05/24/19	20.66	43324	06/12/19
	Total 351:				118.72		
353							
353	Caselle, Inc.	95148	VFLEX FILE	05/22/19	1,450.00	43325	06/12/19
	Total 353:				1,450.00		
355							
355	Casiday Battery Co.	9804	Gp8D Deka-CSEP Trailer	05/22/19	899.80	43326	06/12/19
		9844	Pump Motor	05/31/19	167.95	43326	06/12/19
		9860	#22 White Ford Battery	06/04/19	259.90	43412	06/25/19
		9862	#22 White Ford	06/04/19	189.95	43412	06/25/19
		9904	Battery-Sewer Dept ATV	06/13/19	89.95	43412	06/25/19
	Total 355:				1,607.55		
367							
367	CenturyLink	678BJUNE20	Police Dept Phones	05/25/19	95.09	43327	06/12/19
	Total 367:				95.09		
419							
419	Coleman Oil Company	0500421-IN	off road diesel	04/11/19	2,354.69	43413	06/25/19
		0502871-IN	Backup Generator	05/08/19	1,804.63	43413	06/25/19
	Total 419:				4,159.32		
427							
427	Columbia Harvest Foods	JUNE2019	Supplies	06/01/19	33.47	43328	06/12/19
		JUNE2019	Supplies-batteries	06/01/19	2.38	43328	06/12/19
	Total 427:				35.85		
435							
435	Commercial Tire	241338	Tires	05/08/19	568.12	43414	06/25/19
		241687	Tires	05/17/19	688.69	43414	06/25/19
		241688	Tires	05/17/19	3,800.00	43414	06/25/19
		242025	Tires	05/28/19	65.00	43414	06/25/19
	Total 435:				5,121.81		
440							
440	Confederated Tribes Umatilla	22125	Demolition of building 6th St & G St	05/10/19	389.10	43415	06/25/19
	Total 440:				389.10		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
478							
478	Creative Product Source, Inc.	CPI079414	Summer Reading Materials	05/24/19	134.95	43416	06/25/19
	Total 478:				134.95		
480							
480	CRIS Inc.	053119-M	Contract Service Agreement	05/31/19	12,717.63	43329	06/12/19
	Total 480:				12,717.63		
487							
487	Crystal Clear Ice, LLC	21-903030	Ice for Marina Resale	05/23/19	52.50	43330	06/12/19
		21-903126	Ice for Marina Resale	05/24/19	61.25	43330	06/12/19
		21-903282	Ice for Marina Resale	06/13/19	131.25	43417	06/25/19
		21-903379	Ice for Marina Resale	06/20/19	61.25	43417	06/25/19
	Total 487:				306.25		
488							
488	Crystal Springs	2940JUNE20	Water for Police Department	05/29/19	58.02	43331	06/12/19
	Total 488:				58.02		
536							
536	Dell Marketing L.P.	1031790593	Computer Support Exchange/Windows Server	05/28/19	4,824.79	43333	06/12/19
	Total 536:				4,824.79		
550							
550	DEQ - Water Quality Division	WQ20IND-00	Annual Compliance Fee	05/08/19	2,998.00	43418	06/25/19
		WWOPCERT	WW Operator Certificate Application - LEON	06/06/19	160.00	43334	06/12/19
	Total 550:				3,158.00		
577							
577	DIVCO	SVC72056	Library Blower Repairs	05/31/19	407.93	43419	06/25/19
	Total 577:				407.93		
609							
609	Duke's Auto Plus	12130	Auto Repairs	05/30/19	400.00	43335	06/12/19
		12132	#22 repairs 08 White For	05/31/19	616.00	43335	06/12/19
	Total 609:				1,016.00		
622							
622	Dynamic Computer Consulting, I	14649	Computer & Network Services	05/31/19	142.50	43336	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 622:					142.50		
628							
628	East Oregonian	123426	Advertising	05/29/19	64.64	43337	06/12/19
		123433	Advertising	05/30/19	826.76	43337	06/12/19
Total 628:					891.40		
635							
635	Eastern Oregon Telecom, LLC	8743JUNE19	Telephone/Internet Service	06/01/19	277.95	43338	06/12/19
		8743JUNE19	Telephone/Fiber Services	06/01/19	47.28	43338	06/12/19
		8743JUNE19	Telephone/Fiber Services	06/01/19	307.41	43338	06/12/19
		8743JUNE19	Telephone/Fiber Services	06/01/19	375.88	43338	06/12/19
		8743JUNE19	Telephone/Fiber Services	06/01/19	141.84	43338	06/12/19
		8743JUNE19	Telephone/Fiber Services	06/01/19	197.97	43338	06/12/19
		8743JUNE19	Telephone/Fiber Services	06/01/19	273.62	43338	06/12/19
Total 635:					1,621.95		
659							
659	Elmer's Irrigation & Supply	272843	Irrigation Supplies	06/10/19	6.48	43422	06/25/19
Total 659:					6.48		
669							
669	Engraving Specialties	7601	Brass Plate & Engrav	06/08/19	26.00	43423	06/25/19
Total 669:					26.00		
703							
703	F&AO, USACE WALLA WALLA	604905A	Ref# 604905, Easment Amendment	10/05/18	2,500.00	42313	Multiple
		604905A	Ref# 604905, Easment Amendment	10/05/18	2,500.00-		
Total 703:					.00		
720							
720	FERGUSON WATERWORKS #	0682639-1	sensus upgrade	05/15/19	26,997.50	43340	06/12/19
		0763764	Water meters	05/16/19	1,920.00	43340	06/12/19
Total 720:					28,917.50		
750							
750	Follett's Tree Service	JUNE2019	Tree Trimming	06/05/19	550.00	43341	06/12/19
Total 750:					550.00		
755							
755	Foreman, Christopher	CKREQ0605	Urban Forestry Conference	05/29/19	82.50	43312	06/05/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 755:					82.50		
784							
784	Galls, DBA Blumenthal Uniform	012591865	LED Flashlight, sidebreak scabbard	04/29/19	318.25	43342	06/12/19
Total 784:					318.25		
856							
856	Gotcha Covered	137714	Cleaning Services	06/01/19	443.84	43344	06/12/19
		137714	Cleaning Services	06/01/19	383.98	43344	06/12/19
		137714	Cleaning Services	06/01/19	383.98	43344	06/12/19
		137714	Cleaning Services	06/01/19	248.20	43344	06/12/19
Total 856:					1,460.00		
864							
864	Granite Construction Company	1584964	Paving & Supplies	05/15/19	518.23	43345	06/12/19
		1589327	Paving & Supplies	05/21/19	235.03	43425	06/25/19
		1589470	Paving & Supplies	05/22/19	552.15	43425	06/25/19
		1593368	Paving and supplies	05/31/19	251.28	43425	06/25/19
		1599967	Marina Parking lot	06/06/19	258.31	43425	06/25/19
		1600150	Marina Parking lot	06/10/19	121.41	43425	06/25/19
		1600941	Marina Parking lot	06/11/19	716.97	43425	06/25/19
		1600996	Marina Parking lot	06/12/19	383.43	43425	06/25/19
Total 864:					3,036.81		
931							
931	Harrington, Derek	CKREQ0605	Urban Forestry Conference	05/29/19	82.50	43313	06/05/19
Total 931:					82.50		
960							
960	Heller & Sons Dist., Inc.	6880JUNE	Gas for Police	05/31/19	2,618.88	43426	06/25/19
		6881JUNE	Gas for Public Works Vehicles	05/31/19	458.49	43426	06/25/19
		6881JUNE	Gas for Public Works Vehicles	05/31/19	748.42	43426	06/25/19
		6881JUNE	Gas for Public Works Vehicles	05/31/19	296.67	43426	06/25/19
		6881JUNE	Gas for Public Works Vehicles	05/31/19	743.93	43426	06/25/19
		9016845	Gas for Public Works Vehicles	05/31/19	11.92	43426	06/25/19
		9016845	Gas for Public Works Vehicles	05/31/19	19.46	43426	06/25/19
		9016845	Gas for Public Works Vehicles	05/31/19	7.71	43426	06/25/19
		9016845	Gas for Public Works Vehicles	05/31/19	19.34	43426	06/25/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 960:					4,924.82		
966							
966	Hermiston Auto Parts, Inc.	586773	Street Maint. Supplies	05/07/19	52.89	43346	06/12/19
		586846	Battery, Battery Cables	05/08/19	148.74	43346	06/12/19
		587063	Tie Down	05/14/19	15.36	43346	06/12/19
		587086	Elec Tape	05/15/19	1.45	43346	06/12/19
		587096	Wire, ring term	05/13/19	11.52	43346	06/12/19
		587209	Maintenance supplies- Washers, SKT,SK	05/17/19	46.35	43346	06/12/19
		587349	Connector	05/21/19	27.53	43346	06/12/19
		587439	120z34a	05/23/19	31.74	43346	06/12/19
		587681	Mosoak Seat Cover, Air Door Actuator	05/30/19	56.32	43346	06/12/19
Total 966:					391.90		
968							
968	Hermiston Chrysler Dodge Jeep	6005947/1	Service Dodge Charger	04/18/19	1,896.84	43347	06/12/19
		6006176/1	Service Dodge Charger	04/30/19	2,154.93	43347	06/12/19
Total 968:					4,051.77		
980							
980	Hermiston Quicky Lube	441955	Oil Change	05/01/19	37.95	43427	06/25/19
		442760	Oil Change	05/14/19	42.95	43427	06/25/19
Total 980:					80.90		
994							
994	High Performance Signs	23422	Lettering for Public Works Truck	05/28/19	135.00	43348	06/12/19
		23430	Wanapa Rd Street Sign	05/31/19	75.00	43348	06/12/19
Total 994:					210.00		
1012							
1012	Home Depot Credit Services	8250JUNE19	Equipment Supplies	05/21/19	399.51	43349	06/12/19
		8250JUNE19	Tree Maint.	05/21/19	109.56	43349	06/12/19
Total 1012:					509.07		
1024							
1024	HORN,ESMERALDA	CKREQ0605	Urban Forestry Conference	05/29/19	156.50	43314	06/05/19
		CKREQJUN	MILEAGE REIMBURSEMENT Urban Forestry Con	06/10/19	138.32	43351	06/12/19
Total 1024:					294.82		
1044							
1044	Huxel, Darla	CKREQ0605	Shelving for Storage	06/05/19	148.50	43352	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1044:					148.50		
1060							
1060	Ingram	40056828	Library Books	05/08/19	16.19-	43353	06/12/19
		40090884	Library Books	05/10/19	17.40	43353	06/12/19
		40560600	Library Books	06/13/19	34.20	43428	06/25/19
Total 1060:					35.41		
1068							
1068	Intermountain ESD	525P019390	Printing-Annual Water quality	06/07/19	2,962.42	43429	06/25/19
		598T063369	Computer-Dell 7060	06/14/19	890.78	43429	06/25/19
Total 1068:					3,853.20		
1089							
1089	J U B Engineers, Inc.	125792	6th St Waterline Improvements	06/10/19	961.70	43354	06/12/19
		125792	Pedestrian Bridge Damage Assistance	06/10/19	1,372.20	43354	06/12/19
		125797	City of Umatilla Bridge Art	06/10/19	2,835.67	43354	06/12/19
		125800	Umatilla Kiwanis Park Survey	06/10/19	6,334.65	43354	06/12/19
Total 1089:					11,504.22		
1112							
1112	Jimmy's Johns Portable Toilets L	9158	Marina & RV Park - Monthly Unit	06/01/19	185.00	43430	06/25/19
Total 1112:					185.00		
1141							
1141	Jones-Scott co.	42811	Dirt	05/16/19	72.65	43356	06/12/19
		42920	top soil	06/13/19	47.92	43431	06/25/19
Total 1141:					120.57		
1142							
1142	Jordan Ramis PC	157449	Legal Services	05/31/19	11,242.00	43357	06/12/19
Total 1142:					11,242.00		
1189							
1189	KIE Supply Corp	2005138	Park Maint. supplies	05/09/19	183.32	43358	06/12/19
		2005138-01	Sprinkler Parts	05/14/19	259.36	43358	06/12/19
		2005444	Replacement Valve for Tennis Court Pk	05/14/19	143.66	43358	06/12/19
		2005622	Sprinkler Parts	05/16/19	259.73	43358	06/12/19
		2005763	Nipple Brass 1/2	05/20/19	2.12	43358	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1189:					848.19		
1219							
1219	Kuhn Law Offices	11429JUNE	Legal Service	06/10/19	962.50	43432	06/25/19
		11429JUNE	Legal Fees-6th St	06/10/19	472.50	43432	06/25/19
		11429JUNE	Legal Services - Utility Easement	06/10/19	100.00	43432	06/25/19
Total 1219:					1,535.00		
1221							
1221	Kuo Testing Labs, Inc.	19F0047	Coliform testing	06/07/19	51.00	43433	06/25/19
Total 1221:					51.00		
1250							
1250	League of Oregon Cities	6251	JOB POST-Planner	06/13/19	20.00	43435	06/25/19
Total 1250:					20.00		
1263							
1263	Les Schwab Tires	1800941619	Tires/Repairs	04/19/19	5.00	43359	06/12/19
Total 1263:					5.00		
1329							
1329	MABBOTT, TAMRA	CKREQJUN	OWRC Meeting	06/17/19	60.25	43436	06/25/19
Total 1329:					60.25		
1461							
1461	Mid-American Research Chemic	0668043-IN	Big Kahuna Hand Clnr	06/14/19	86.28	43437	06/25/19
Total 1461:					86.28		
1477							
1477	MIMM LLC	CKREQ0613	UTILITY REFUND-100 Jefferson	06/13/19	56.81	43438	06/25/19
Total 1477:					56.81		
1483							
1483	Modern Marketing Inc.	MMI133241	Summer Reading Supplies	06/11/19	222.57	43439	06/25/19
Total 1483:					222.57		
1561							
1561	Norco Inc.	26611497	Cylinder Rental	05/31/19	43.12	43364	06/12/19
		26611497	Cylinder Rental	05/31/19	43.12	43364	06/12/19
Total 1561:					86.24		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1562							
1562	North Central Labs of Wisc	423423	Water Test Supplies	05/17/19	105.45	43366	06/12/19
Total 1562:					105.45		
1580							
1580	NW Farm Supply Inc.	B196783	Work Gloves, Valve for Gator Boom	05/01/19	107.74	43367	06/12/19
		B198577	Gaskets	05/31/19	4.17	43367	06/12/19
		C106498	spray Truck F-550	05/23/19	211.52	43367	06/12/19
		D78727	Sprayer Pump Gator, safety glasses	05/16/19	154.13	43367	06/12/19
Total 1580:					477.56		
1615							
1615	One Call Concepts, Inc.	9050509	Excavation Notices	05/31/19	72.60	43368	06/12/19
Total 1615:					72.60		
1627							
1627	Oregon Accreditation Alliance	1627	Annual Agency Fee PD	05/27/19	1,155.00	43369	06/12/19
Total 1627:					1,155.00		
1629							
1629	Oregon Assoc of Water Util	26793	Membership Renewal	05/01/19	627.04	43370	06/12/19
		26914	25th Annual Summer Classic	06/18/19	590.00	43441	06/25/19
Total 1629:					1,217.04		
1636							
1636	Oregon Dept of Revenue	STATE ASS	State Court Assessments	06/03/19	32,910.27	43371	06/12/19
Total 1636:					32,910.27		
1684							
1684	Pacific Power	0013MAY	Electric Svs	05/22/19	2,797.71	43372	06/12/19
		0021MAY	Electric Svs	05/22/19	7,758.83	43372	06/12/19
		0039JUNE19	Electric Svs	05/24/19	2,359.31	43372	06/12/19
		0047JUNE19	Electric Svs	05/29/19	273.21	43372	06/12/19
		0054MAY	Electric Svs	05/22/19	369.06	43372	06/12/19
		0062JUNE	Electric Svs	06/13/19	26.88	43442	06/25/19
		0070JUNE	Electric Svs	06/13/19	35.21	43442	06/25/19
		0096MAY	Electric Svs	05/22/19	17.87	43372	06/12/19
		0112JUNE	Electric Svs	06/13/19	227.21	43442	06/25/19
		0112JUNE	Electric Svs	06/13/19	227.21	43442	06/25/19
		0112JUNE	Electric Svs	06/13/19	227.21	43442	06/25/19
		0112JUNE	Electric Svs	06/13/19	227.21	43442	06/25/19
		0120JUNE	Electric Svs	06/13/19	604.92	43442	06/25/19
		0146JUNE	Electric Svs	06/13/19	4,876.96	43442	06/25/19
		0153JUNE	Electric Svs	06/13/19	2,959.90	43442	06/25/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0161JUNE	Electric Svs	06/13/19	5,475.17	43442	06/25/19
0179JUNE19		0179JUNE19	Electric Svs	05/24/19	328.31	43372	06/12/19
		0187JUNE	Electric Svs	06/13/19	31.51	43442	06/25/19
		0377MAY	Electric Svs	05/22/19	431.50	43372	06/12/19
		0385MAY	Electric Svs	05/22/19	18.91	43372	06/12/19
		0393MAY	Electric Svs	05/22/19	19.01	43372	06/12/19
		0401MAY	Electric Svs	05/22/19	242.78	43372	06/12/19
		0419MAY	Electric Svs	05/22/19	90.90	43372	06/12/19
		0427MAY	Electric Svs	05/22/19	981.42	43372	06/12/19
		0435MAY	Electric Svs	05/22/19	255.08	43372	06/12/19
		0443JUNE	Electric Svs-Marina Lights	06/12/19	185.65	43442	06/25/19
		0476MAY	Electric Svs	05/22/19	25.05	43372	06/12/19
		0500JUNE	Electric Svs	06/13/19	22.14	43442	06/25/19
Total 1684:					31,096.13		
1715							
1715	Pea Ridge Embroidery	35367	Polo's for parade	06/20/19	105.94	43444	06/25/19
Total 1715:					105.94		
1763							
1763	Platt	V161210	water dept maint. supplies	05/16/19	19.09	43376	06/12/19
		V271872	Cond Reducer-PD Shop	05/31/19	15.14	43376	06/12/19
Total 1763:					34.23		
1791							
1791	PRO RENTAL & SALES, INC.	22-1037084	Slim Genie Rental	05/15/19	371.20	43377	06/12/19
Total 1791:					371.20		
1812							
1812	Purswell Pump	28516	Well & Pump Repair	06/06/19	2,424.18	43446	06/25/19
Total 1812:					2,424.18		
1818							
1818	Quill Corporation	5018251	Office Supplies	02/12/19	.09	43378	06/12/19
		5018251	Office Supplies	02/12/19	.02	43378	06/12/19
		5018251	Office Supplies	02/12/19	.03	43378	06/12/19
		5018251	Office Supplies	02/12/19	.05	43378	06/12/19
		5018251	Office Supplies	02/12/19	.05	43378	06/12/19
		5018251	Office Supplies	02/12/19	.03	43378	06/12/19
		5018251	Office Supplies	02/12/19	.01	43378	06/12/19
		5052163	Office Supplies	05/13/19	.25	43378	06/12/19
		5052163	Office Supplies	05/13/19	.05	43378	06/12/19
		5052163	Office Supplies	05/13/19	.10	43378	06/12/19
		5052163	Office Supplies	05/13/19	.15	43378	06/12/19
		5052163	Office Supplies	05/13/19	.15	43378	06/12/19
		5052163	Office Supplies	05/13/19	.10	43378	06/12/19
		5052163	Office Supplies	05/13/19	.03	43378	06/12/19
		5052444	Office Supplies	02/13/19	.08	43378	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5052444	Office Supplies	02/13/19	.02	43378	06/12/19
		5052444	Office Supplies	02/13/19	.03	43378	06/12/19
		5052444	Office Supplies	02/13/19	.05	43378	06/12/19
		5052444	Office Supplies	02/13/19	.05	43378	06/12/19
		5052444	Office Supplies	02/13/19	.03	43378	06/12/19
		5052444	Office Supplies	02/13/19	.01	43378	06/12/19
		7487271	Office Supplies	05/20/19	10.97	43378	06/12/19
		7487271	Office Supplies	05/20/19	2.18	43378	06/12/19
		7487271	Office Supplies	05/20/19	4.40	43378	06/12/19
		7487271	Office Supplies	05/20/19	6.58	43378	06/12/19
		7487271	Office Supplies	05/20/19	6.58	43378	06/12/19
		7487271	Office Supplies	05/20/19	4.40	43378	06/12/19
		7487271	Office Supplies	05/20/19	.63	43378	06/12/19
		7528384	Office Supplies	05/21/19	3.04	43378	06/12/19
		7528384	Office Supplies	05/21/19	.60	43378	06/12/19
		7528384	Office Supplies	05/21/19	1.22	43378	06/12/19
		7528384	Office Supplies	05/21/19	1.82	43378	06/12/19
		7528384	Office Supplies	05/21/19	1.82	43378	06/12/19
		7528384	Office Supplies	05/21/19	1.22	43378	06/12/19
		7528384	Office Supplies	05/21/19	.17	43378	06/12/19
		7620805	Office Supplies	05/24/19	38.55	43378	06/12/19
		7620805	Office Supplies	05/24/19	7.66	43378	06/12/19
		7620805	Office Supplies	05/24/19	15.44	43378	06/12/19
		7620805	Office Supplies	05/24/19	23.10	43378	06/12/19
		7620805	Office Supplies	05/24/19	23.10	43378	06/12/19
		7620805	Office Supplies	05/24/19	15.44	43378	06/12/19
		7620805	Office Supplies	05/24/19	2.27	43378	06/12/19
		7621405	Office Supplies	05/24/19	.92	43378	06/12/19
		7621405	Office Supplies	05/24/19	.18	43378	06/12/19
		7621405	Office Supplies	05/24/19	.37	43378	06/12/19
		7621405	Office Supplies	05/24/19	.55	43378	06/12/19
		7621405	Office Supplies	05/24/19	.55	43378	06/12/19
		7621405	Office Supplies	05/24/19	.37	43378	06/12/19
		7621405	Office Supplies	05/24/19	.05	43378	06/12/19
		7624667	Office Supplies	05/24/19	1.01	43378	06/12/19
		7624667	Office Supplies	05/24/19	.20	43378	06/12/19
		7624667	Office Supplies	05/24/19	.40	43378	06/12/19
		7624667	Office Supplies	05/24/19	.61	43378	06/12/19
		7624667	Office Supplies	05/24/19	.61	43378	06/12/19
		7624667	Office Supplies	05/24/19	.40	43378	06/12/19
		7624667	Office Supplies	05/24/19	.06	43378	06/12/19
					<u>178.85</u>		
Total 1818:							
1846							
1846	RDO Equipment Co.	P69920	John Deere Mower Parts	05/17/19	99.39	43380	06/12/19
		P70924	John Deere Mower Parts	05/31/19	4,046.97	43447	06/25/19
Total 1846:					<u>4,146.36</u>		
1849							
1849	Recorded Books, LLC	76230954	Books on Tape for Library	05/20/19	148.49	43381	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1849:					148.49		
1940							
1940	SANDOVAL, NANCY	CKREQ0523	IIMC Conference	05/30/19	304.96	43382	06/12/19
		CKREQJUN	Recorder Training	06/17/19	208.50	43448	06/25/19
		CKREQJUN	Recorder Training	06/17/19	137.50	43448	06/25/19
Total 1940:					650.96		
1943							
1943	Sanitary Disposal, Inc.	JUNE19	Refuse Collection	06/18/19	56,821.80	43449	06/25/19
		JUNE19	Refuse Collection	06/18/19	738.35	43449	06/25/19
Total 1943:					57,560.15		
1977							
1977	Seder Architecture + Urban Des,	3.2	CITY HALL REMODEL	06/22/19	1,372.35	43450	06/25/19
Total 1977:					1,372.35		
1981							
1981	SEITZ, BRANDON	CKREQJUN	Travel to Training	06/11/19	556.33	43383	06/12/19
		CKREQJUN	Travel to Salem for training	06/18/19	186.65	43451	06/25/19
Total 1981:					742.98		
2000							
2000	Shelco Electric Inc.	65131	trouble shoot and replaced fan in VFD	05/28/19	1,882.60	43384	06/12/19
		65213	Receptacles in CH and Lighting contactor street lights	06/09/19	141.44	43452	06/25/19
		65213	Receptacles at CH, Lighting contactor for street ligts	06/09/19	141.44	43452	06/25/19
Total 2000:					2,165.48		
2021							
2021	Simplot Grower Solutions	757110191	Agri Star Gly Star Plus/Delete-IT	05/01/19	185.30	43385	06/12/19
		757110496	Park Maintenance Supplies	05/08/19	355.90	43385	06/12/19
		757110824	Agri Star Gly Star Plus/Temp	05/14/19	139.00	43385	06/12/19
		757111681	Fertilizer	06/01/19	126.00	43385	06/12/19
Total 2021:					806.20		
2025							
2025	SIMTEK	1431	Service, McFarland	06/07/19	1,403.15	43453	06/25/19
Total 2025:					1,403.15		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2038							
2038	SMARSH, INC.	INV0051295	SOCIAL BUNDLE	05/31/19	129.00	43387	06/12/19
Total 2038:					129.00		
2059							
2059	Smitty's Ace Hardware	602509	Supplies	05/01/19	93.97	43388	06/12/19
		602550	Supplies	05/01/19	26.96	43388	06/12/19
		602735	Waterplant maintenance supply	05/03/19	14.99	43388	06/12/19
		602941	Supplies	05/06/19	9.59	43388	06/12/19
		603219	Marina Maint Supplies	05/09/19	60.09	43388	06/12/19
		603302	Marina Maint Supplies	05/10/19	97.54	43388	06/12/19
		603654	Graffiti Coverup	05/15/19	72.53	43388	06/12/19
		603731	Gloves, key, carabiner, hard hat	05/16/19	62.96	43388	06/12/19
		603733	Engine oil, loop trimmer	05/16/19	414.29	43388	06/12/19
		603755	Commercial line, gloves	05/16/19	141.96	43388	06/12/19
		603994	small hand wrench, pickup tool, led lights	05/20/19	80.92	43388	06/12/19
		604007	Maint. Supplies	05/20/19	98.25	43388	06/12/19
		604091	Auger Closet	05/21/19	17.99	43388	06/12/19
		604152	Keys, Split Ring	05/22/19	26.83	43388	06/12/19
		604267	dustpan, autocut	05/23/19	32.17	43388	06/12/19
		604726	Supplies	05/30/19	68.88	43388	06/12/19
		604730	painting supplies	05/30/19	53.12	43388	06/12/19
		604759	pipe cutter, coupl, tee 1.25, adapter, couple	05/30/19	51.49	43388	06/12/19
		604811	hose mender, grd n hose remnnt, marine/rv, clamps	05/31/19	39.52	43388	06/12/19
		604837	shovels, cable ties	05/31/19	36.57	43388	06/12/19
Total 2059:					1,500.62		
2077							
2077	Speir, James	CKREQJUN	Dry Storage Released	06/11/19	60.00	43454	06/25/19
Total 2077:					60.00		
2112							
2112	STOCKDALE, DAVE	CKREQJUN	Travel to GFOA Conf	06/11/19	323.76	43390	06/12/19
Total 2112:					323.76		
2141							
2141	Table Rock Analytical Lab	23245	Coliform drinking water tests	05/31/19	240.00	43455	06/25/19
Total 2141:					240.00		
2148							
2148	Talos Engineering, Inc.	1312	Cellular Texting System	06/01/19	60.00	43456	06/25/19
		1321	maintenance Golf Booster	06/07/19	515.90	43456	06/25/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2148:					575.90		
2227							
2227	Traffic Safety Supply Co.	INV012895	Street Signs	04/17/19	224.51	43394	06/12/19
		INV014814	Wanapa Rd.	06/06/19	118.24	43457	06/25/19
Total 2227:					342.75		
2270							
2270	Umatilla County Circuit Court	CITE481129	Bail Transfer Serge Boucher	06/03/19	440.00	43395	06/12/19
Total 2270:					440.00		
2273							
2273	Umatilla County Finance Dept	COUNTYAS	County Court Assessment	06/03/19	4,074.38	43396	06/12/19
Total 2273:					4,074.38		
2281							
2281	Umatilla Elect. Coop. Assoc.	0004MAY	Electric	05/20/19	42.07	43397	06/12/19
		7800JUNE	Electric	06/01/19	59.52	43458	06/25/19
		7800JUNE	Electric	06/01/19	59.53	43458	06/25/19
		7800MAY	5 HP Sewer Pump	05/20/19	25.06	43397	06/12/19
		7800MAY	5 HP Sewer Pump	05/20/19	41.29	43397	06/12/19
Total 2281:					227.47		
2288							
2288	Umatilla Police Officers Assn	2019GOFTO	Transfer Donated Funds	06/08/19	500.00	43459	06/25/19
Total 2288:					500.00		
2291							
2291	Umatilla School District	06262019-1	REIMBURSE GAS FERNACE/BRUCE HEATING	06/26/19	2,745.00	43464	06/26/19
Total 2291:					2,745.00		
2293							
2293	Unifirst Corporation	1430241330	Bldg Maint/Supplies CH/Library	05/17/19	35.70	43398	06/12/19
		1430241330	Bldg Maint/Supplies CH/Library	05/17/19	55.31	43398	06/12/19
		1430241330	Bldg Maint/Supplies CH/Library	05/17/19	55.32	43398	06/12/19
		1430241830	Bldg Maint/Supplies CH/Library	05/24/19	35.70	43398	06/12/19
		1430241830	Bldg Maint/Supplies CH/Library	05/24/19	55.31	43398	06/12/19
		1430241830	Bldg Maint/Supplies CH/Library	05/24/19	55.32	43398	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430242325	Bldg Maint/Supplies CH/Library	05/31/19	35.70	43460	06/25/19
		1430242325	Bldg Maint/Supplies CH/Library	05/31/19	55.31	43460	06/25/19
		1430242325	Bldg Maint/Supplies CH/Library	05/31/19	55.32	43460	06/25/19
		1430242819	Bldg Maint/Supplies CH/Library	06/07/19	35.70	43460	06/25/19
		1430242819	Bldg Maint/Supplies CH/Library	06/07/19	55.31	43460	06/25/19
		1430242819	Bldg Maint/Supplies CH/Library	06/07/19	55.32	43460	06/25/19
		1430243319	Bldg Maint/Supplies CH/Library	06/14/19	35.70	43460	06/25/19
		1430243319	Bldg Maint/Supplies CH/Library	06/14/19	55.31	43460	06/25/19
		1430243319	Bldg Maint/Supplies CH/Library	06/14/19	55.32	43460	06/25/19
		1430243819	Bldg Maint/Supplies CH/Library	06/21/19	35.70	43460	06/25/19
		1430243819	Bldg Maint/Supplies CH/Library	06/21/19	55.31	43460	06/25/19
		1430243819	Bldg Maint/Supplies CH/Library	06/21/19	55.32	43460	06/25/19
		1432040813	Bldg Maint/Supplies CH/Library	05/10/19	60.67	43398	06/12/19
		1432040813	Bldg Maint/Supplies CH/Library	05/10/19	93.98	43398	06/12/19
		1432040813	Bldg Maint/Supplies CH/Library	05/10/19	93.98	43398	06/12/19
Total 2293:					1,126.61		
2299							
2299	UNITED RENTALS INC	169297805	Equipment Rental	05/17/19	804.30	43399	06/12/19
		169297805-0	Equipment Rental	05/17/19	633.00	43399	06/12/19
Total 2299:					1,437.30		
2314							
2314	USA Bluebook Inc.	905210	Public Works Equip	05/23/19	157.77	43400	06/12/19
Total 2314:					157.77		
2337							
2337	Verizon Wireless	9830244966	2 Water Department lines	05/15/19	85.14	43401	06/12/19
		9831310155	Cell Phone Administrator	06/02/19	632.88	43461	06/25/19
		9831310155	Cell Phone Administrator	06/02/19	132.76	43461	06/25/19
		9831310155	Cell Phone Administrator	06/02/19	132.76	43461	06/25/19
		9831310156	Police Air Cards	06/02/19	327.07	43461	06/25/19
Total 2337:					1,310.61		
2374							
2374	Watch Guard Video	ACCINV0020	Transmitter, Hi-Fi				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Microphone	05/15/19	275.00	43402	06/12/19
Total 2374:					275.00		
2421							
2421	Wildcat Electric, LLC	4577	Replaced outlet by fish cleaning station, added breaker	06/19/19	191.77	43462	06/25/19
Total 2421:					191.77		
2461							
2461	Wright, Bill	REFUND900	Refund Rio Senda St Utilities	06/11/19	239.83	43403	06/12/19
Total 2461:					239.83		
2508							
2508	J.J. Keller & Associates	190873	Overpayment Andrew T Carpenter	06/03/19	235.00	43355	06/12/19
Total 2508:					235.00		
2509							
2509	Z & I Transportation LLC	191119	Overpayment Anthony Pena Pavon	06/03/19	75.00	43406	06/12/19
Total 2509:					75.00		
2510							
2510	Mentell, Tony R.	191221	Overpayment	06/03/19	50.00	43362	06/12/19
Total 2510:					50.00		
2511							
2511	Medina Gomez, Rigoberto N.	REFUNDJUN	Overpayment	06/03/19	235.00	43361	06/12/19
Total 2511:					235.00		
2512							
2512	Monterey Boats	191189	Overpayment Dennis J Richard	06/03/19	235.00	43363	06/12/19
Total 2512:					235.00		
2513							
2513	Pirtle, Walter G	110014	Overpayment	06/03/19	5.00	43375	06/12/19
Total 2513:					5.00		
2514							
2514	Svdenyuk, Vitaliy	190923	Overpayment	06/03/19	38.00	43391	06/12/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2514:					38.00		
2515							
2515	Sky Factory INC	191219	Overpayment Geoffrey Northridge	06/03/19	235.00	43386	06/12/19
Total 2515:					235.00		
2516							
2516	Esquivel, Israel	190819	overpayment	06/03/19	15.00	43339	06/12/19
Total 2516:					15.00		
2517							
2517	Gomel Inc.	190954	Overpayment Iladimir Dzidych	06/03/19	235.00	43343	06/12/19
Total 2517:					235.00		
2518							
2518	Teutonic Transport Inc.	191331	Overpayment Nathan Mainville	06/03/19	235.00	43392	06/12/19
Total 2518:					235.00		
2519							
2519	Medelez Inc.	191194	Overpayment Ramiro Miercorrea	06/03/19	150.00	43360	06/12/19
Total 2519:					150.00		
2520							
2520	Norman, Todd A.	191130	Overpayment	06/03/19	235.00	43365	06/12/19
Total 2520:					235.00		
2521							
2521	Perfect Blend LLC	191250	Overpayment Joel Barnhill	06/03/19	235.00	43374	06/12/19
Total 2521:					235.00		
2522							
2522	Specialized Logistics LLC	CITE300950	Refund Wrong Court Charles Childs	06/03/19	165.00	43389	06/12/19
Total 2522:					165.00		
2523							
2523	Wright, Steven	190969	Overpayment	06/03/19	38.00	43404	06/12/19
Total 2523:					38.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2524							
2524	RazscoTrans, LLC	484035CKR	Rodrick Weaver Cit 484035 pd to wrong crt	06/04/19	440.00	43379	06/12/19
Total 2524:					<u>440.00</u>		
2525							
2525	Tooley, Robert	29045013RE	Refund overpayment final bill	06/05/19	136.15	43393	06/12/19
Total 2525:					<u>136.15</u>		
2526							
2526	Burgus, Rebecca	99010003RE	Refund overpayment final billing	06/05/19	23.77	43321	06/12/19
Total 2526:					<u>23.77</u>		
2527							
2527	Pendleton Municipal Court	199485CKR	Payment to wrong court- Cherokee cozine	06/06/19	50.00	43373	06/12/19
Total 2527:					<u>50.00</u>		
2528							
2528	Horn, Bill	CKREQMOO	Slip Released-Moorage Refund	06/05/19	75.00	43350	06/12/19
Total 2528:					<u>75.00</u>		
2529							
2529	Daily Journal of Commerce	744273395	Daily Journal of Commerce Bids-Other/Construc	05/15/19	304.92	43332	06/12/19
Total 2529:					<u>304.92</u>		
2530							
2530	Gold Badger Upfitter	UPD061419	Install labtop stand wire in chargers	06/14/19	960.00	43424	06/25/19
Total 2530:					<u>960.00</u>		
2531							
2531	Yakima Valley Comm College	33328	Flagger class	05/17/19	450.00	43405	06/12/19
Total 2531:					<u>450.00</u>		
2533							
2533	Layne of Washington	LW19081	Lowering Golf Well	06/05/19	13,104.00	43434	06/25/19
Total 2533:					<u>13,104.00</u>		
2534							
2534	Muniz, Eugene	33001311RE	Final Utility Billing	06/13/19	14.58	43440	06/25/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2534:					14.58		
2535							
2535	Pierre, Camp	39178021RE	Final Utility Billing	06/13/19	17.02	43445	06/25/19
Total 2535:					17.02		
2537							
2537	Eastern Oregon Women's Coaliti	EOES SPON	Sponsorship of Eastern OR Economic Summit	06/20/19	500.00	43421	06/25/19
Total 2537:					500.00		
2538							
2538	Easley, Connie	CKREQJUN	Short Term Moorage	06/13/19	10.00	43420	06/25/19
Total 2538:					10.00		
2539							
2539	Park Warehouse	205354	Marina Picnic Tables (10)	05/31/19	7,952.50	43443	06/25/19
Total 2539:					7,952.50		
2540							
2540	Isaacs & Associates, INC.	50689	O-ring	06/17/19	793.60	43407	06/25/19
Total 2540:					793.60		
2541							
2541	FCS Group	3034-219050	SDC/Rate Study	05/17/19	5,352.37	43465	06/28/19
		3034-219060	SDC/Rate Study	06/21/19	4,682.46	43465	06/28/19
Total 2541:					10,034.83		
Grand Totals:					317,250.70		

Report Criteria:

Detail report type printed



Umatilla Municipal Court

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

JUNE 4, 2019

TO: MAYOR MARY DEDRICK
FROM: THERESA M KROGH, MUNICIPAL JUDGE
SUBJECT: MAY 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>	
\$ 71,370.08	\$31,524.43	\$ 5.00	\$4,074.38	\$32,910.27	\$2856.00

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

FINE TURNOVER FOR MAY 2019 IS \$31,524.43.

ONE WEDDING WAS PEFROMED IN MAY 2019 AND IT WAS OUT OF THE COURT ROOM.

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

**CITY OF UMATILLA
SPECIAL MEETING
May 28, 2019**

CALLED TO ORDER: Mayor Dedrick called the council workshop to order at 6:06 p.m.

PLEDGE OF ALLEGIANCE: Recited at 6:07 p.m.

ROLL CALL

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

Absent: Councilor Chavez (excused) and Councilor Smith (excused).

Staff Present: Manager Stockdale, Finance and Administration Director Ince, Community Development Director Mabbott, and Recorder Sandoval.

AJOURN TO EXECUTIVE SESSION: Moved by Councilor Roxbury to adjourn to executive session at 6:08 p.m. Seconded by Councilor Wheeler. Voted: 4-0. Motion carried.

RECONVENE: Moved by Councilor Roxbury to reconvene at 8:02 p.m. Seconded by Councilor TenEyck. Voted: 4-0. Motion carried.

ACTION ITEMS:

Moved by Councilor Roxbury to approve Resolution No. 66 -2019 - A Resolution Authorizing the City Manager to Sign a Sale Agreement with the Port of Umatilla to Purchase 12.33 Acres of Industrial Land for City Purposes. Seconded by Councilor TenEyck. Voted: 4-0. Motion carried unanimously. Seconded by Councilor Wheeler. Voted: 4-0. Motion carried.

ADJOURN: Moved by Councilor TenEyck to adjourn the special meeting. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried. Meeting adjourned at 8:07p.m.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
COUNCIL MEETING
June 04, 2019**

1. **CALLED TO ORDER:** Mayor Dedrick called the council meeting to order at 7:01pm.
2. **ROLL CALL**
Present: Councilor Funderburk, Roxbury, Smith, Wheeler, Chavez, and TenEyck.
Staff Present: Development and Recreation Manager Horn, Manager Stockdale, Finance & Administrative Services Director Ince, Community Development Director Mabbott, Public Works Director Coleman, City Planner Seitz, and Chief Huxel.
3. **PLEDGE OF ALLEGIANCE:** Recited at 7:01PM
4. **APPROVAL OF AGENDA:** Councilor TenEyck moved to approve the agenda with new change. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.
5. **CITY MANAGER'S REPORT**
General Updates/Announcements – City Manager Stockdale announced dedication of Wanapa Road advised Council to read article in the EO. Also partnering with Chamber of Commerce to bring Landing Days.

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

Tobacco Retail License Program Presentation by Stace Lee– Umatilla County Employee, Stace Lee, request business owners to pay \$1.10 a day for those businesses who sell tobacco product to the cessation of youth tobacco use.
6. **PUBLIC COMMENT**
John Nichols – Mr. Nichols addressed some issues on South Hill including; fire hazards, more stop signs needed, need crosswalks/stoplights and drag racing and illegal passing needs to be better monitored. He wanted to thank OSP and UCSO for patrolling the City.

William Reyes- Mr. Reyes wanted to apologize to the City of Umatilla for disrespecting our property and breaking the law.
7. **CONSENT AGENDA**
Moved by Councilor TenEyck to approve the Consent Agenda, which included paid invoices, May 7, 2019 minutes and Resolution No. 76 - 2019. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.
8. **PUBLIC HEARING:**
Resolution No. 73-2019 – Councilor TenEyck moved to close the regular meeting and to open the Public Hearing for Resolution No. 73 – 2019 - A Resolution Declaring the City's

Election to Receive State Revenues. . Seconded by Councilor Smith. Voted: 6-0. Motion carried.

Ordinance No. 834, Ordinance No. 835, Ordinance 836 – Councilor TenEyck moved to close and open for Public Hearing. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.

Mayor Dedrick called for testimony.

Planning Commissioner, Bruce McLane, stated he doesn't feel that the planning commission did not find the correct balance regarding the 48 hour stay.

Planning Commission Chair, Boyd Sharp, stated the 48 hours was imposed to provide a restriction between temporary and permanent stay for mobile vendors.

Mayor Dedrick stated established business owners are worried about losing business if mobile vendors come into the city and we need to consider our current business owners.

Motion to close public hearing and open regular meeting made by Councilor TenEyck. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.

9. NEW BUSINESS

Ordinance No. 834 – Councilor TenEyck moved to have a first reading of Ordinance No. 834 by title only. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Development and Recreational Manager Horn read Ordinance No. 834 by title only- AN ORDINANCE AMENDING TITLE TEN OF THE CITY OF CODE THE CITY OF UMATILLA TO MODIFY THE ZONING REGULATION FOR FENCES, WALLS AND SIMILARY BARRIERS.

Councilor Wheeler moved to approve Ordinance No. 834. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.

Ordinance No. 835 – Councilor Roxbury moved to have a first reading of Ordinance No. 835 by title only. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Development and Recreational Manager Horn read Ordinance No. 835 by title only- AN ORDINANCE AMENDING TITLE TEN OF THE CITY OF CODE OF THE CITY OF UMATILLA TO MODIFY THE ZONING REGULATION FOR NONCONFORMING MANUFACTURED HOMES.

Councilor Smith moved to approve Ordinance No. 835. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.

Ordinance No.836 – Councilor Roxbury moved to have a first reading of Ordinance No. 836 by title only. Seconded by Councilor Smith. Voted: 6-0. Motion carried.

Development and Recreational Manager Horn read Ordinance No. 836 by title only- AN ORDINANCE AMENDING TITLE TEN OF THE CITY OF CODE OF THE CITY OF UMATILLA TO MODIFY THE ZONING REGULATION FOR THE DOWNTOWN COMMERCIAL, DOWNTOWN TRANSITIONAL, NEIGHBORHOOD COMMERCIAL, GENERAL COMMERCIAL, AND MCNARY CENTER MIXED USE ZONES AND IMPLEMENTING SITING STANDARDS FOR MOBILE FOOD VENDORS.

Councilor Roxbury moved to approve with an amendment to add additional recital. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 67-2019- A Resolution Adopting the Supplemental Budget for Fiscal Year 2018-19. Moved by Councilor TenEyck to approved Resolution No. 67-2019. Seconded by Councilor Wheeler Voted: 6-0. Motion carried.

Resolution No. 68-2019- A Resolution Making Appropriations for the 2018-19 Supplemental Budget. Moved by Councilor TenEyck to approved Resolution No. 68-2019. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 69-2019- A Resolution Transferring Fund and Appropriations within the General, Water, Sewer, Library and Building Department Funds for Fiscal Year 2018-19. Moved by Councilor TenEyck to approved Resolution No. 69-2019. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 70-2019- A Resolution Adopting the 2019-2020 Budget. Moved by Councilor TenEyck to approved Resolution No. 70-2019. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 71-2019- A Resolution Appropriating Amounts for Fiscal Year 2019-2020. Moved by Councilor TenEyck to approved Resolution No. 71-2019. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 72-2019- A Resolution Levying Ad Valorem Taxes and Categorizing Taxes for the 2019-2020 Fiscal Year. Moved by Councilor TenEyck to approved Resolution No. 72-2019. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 73-2019- A Resolution Declaring the City's Election to Receive State Revenues. Moved by Councilor TenEyck to approved Resolution No. 73-2019. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 74-2019- A Resolution Repealing Resolution 62-2019 and Replacing with this Resolution to Authorize the City manager to Submit an Application to Renew the Great Umatilla Enterprise Zone. Moved by Councilor TenEyck to approved Resolution No. 74-2019. Seconded by Councilor Smith. Voted: 6-0. Motion carried.

Resolution No. 75-2019- A Resolution to Formally Name the Road Commonly Referred to as Wanapa Road. Moved by Councilor Roxbury to approved Resolution No. 75-2019. Seconded by Councilor Smith. Voted: 6-0. Motion carried.

Resolution No. 77-2019- A Resolution Authorizing the Mayor to Sign an Agreement with the State of Oregon by and thru Oregon Department of Transportation (ODOT) to Exchange Federal Funds for State Funds. Moved by Councilor Wheeler to approved Resolution No. 77-2019. Seconded by Councilor Roxbury. Voted: 6-0. Motion carried.

10. PUBLIC COMMENT: No public comment was provided.

11. DISCUSSION ITEMS:

Sanitary Disposal Update – Manager Stockdale explained Sanitary Disposal approach City requesting an increase rate. Manager Stockdale advised them our budget of fiscal year has already been established and rate increase request should have been submitted when requested from the back in December thru March. Manager Stockdale advised there will be an increase in the future, how much of an increase is unknown at this time.

City Hall Remodel Update – Finance Director Ince, explained staff met with several contractors and prevailing wage will kick in and none of them thought we could do project for \$100k the more realistic cost is \$125k.

Public Works Director Coleman, stated the price has also gone up because of the economy, the competition is really hard out there.

Manager Stockdale reiterated the only reason the price is going up is due to prevailing wage.

Mayor Dedrick asked if this is different from the annex building or is it possible to combine them.

Manager Stockdale stated we are seeking private foundation money and or grants to help us fund the annex building. He understands there might be some savings if we combine them, but we are at maximum capacity on space.

Councilor Wheeler asked if we are on schedule for completion.

Manager Stockdale stated at this time it is unknown and we also postponed seeking RFP to seek permission to increase the budget.

12. MAYOR'S MESSAGE: Mayor Dedrick thanked everyone for coming and thought the dedication for Wanapa Road was very well attended and put together.

13. COUNCIL INFORMATION AND DISCUSSION

Councilor Wheeler – Stated she had the pleasure to be at the dedication at Wanapa Road and to see the banner stating *Connecting Partners*. It was a great time connecting with others in our community.

14. ADJOURN:

Moved by Councilor TenEyck to adjourn the meeting. Seconded by Councilor Wheeler.
Voted: 6-0. Motion carried. Meeting adjourned at 8:42 p.m.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CITY OF UMATILLA
SPECIAL MEETING
June 18, 2019**

CALLED TO ORDER: Mayor Dedrick called the council meeting to order at 6:01 p.m.

ROLL CALL

Present: Councilors Funderburk, Roxbury, Smith, Wheeler, Chavez, and TenEyck.
Councilor Roxbury arrived at 6:03 p.m. Councilor Wheeler arrived at 6:26 p.m.

Staff Present: Recorder Sandoval, Manager Stockdale, Finance & Administrative Services Director Ince, Community Development Director Mabbott, Development and Recreation Manager Horn, and Chief Huxel.

APPROVAL OF AGENDA: Councilor TenEyck moved to approve the agenda. Seconded by Councilor Funderburk. Voted: 5-0. Motion carried.

CITY MANAGER'S REPORT

West County Housing Study Results – Community Development Director Mabbott reported on the results for the West County Housing Study.

NEW BUSINESS

Resolution No. 78-2019 – Moved by Councilor Smith to approve Resolution No. 78 – 2019 - A Resolution Authorizing Electronic Advertising for all City Contracts. Seconded by Councilor Wheeler. Voted: 6-0. Motion carried.

Resolution No. 79-2019 – Moved by Councilor TenEyck to approve Resolution No. 79 – 2019 - A Resolution to Award Contractor Jesse Rodriguez a Contract in the Amount of \$2,342,073 for Construction of the City of Umatilla Industrial Discharge Facility Project and to Delegate Authority to City Manager Stockdale to Sign all Contract Documents and any Future Amendments Associated with this Agreement. Seconded by Councilor Smith. Voted: 6-0. Motion carried.

Resolution No. 80-2019 – Moved by Councilor Wheeler to approve Resolution No. 80 – 2019 - A Resolution Authorizing City Manager Stockdale to Sign an Easement for Kiwanis Park. Seconded by Councilor Smith. Voted: 6-0. Motion carried.

DISCUSSION ITEMS

Code 4-1-5-18 Discussion (Poultry) – Discussion ensued about possibly changing the poultry language in the Code. Council reached consensus that Umatilla did not need to make language changes to the Code about poultry.

Council Goals – Manager Stockdale just wanted guidance to know that he was heading in the right direction with the draft he had created for Council Goals. Council reached consensus that the draft Goals were in line with previous discussions.

Downtown Revitalization Grant Application – Development and Recreation Manager Horn explained the changes made to the Downtown Revitalization Grant Application. She also

introduced the application submitted by the Umatilla School District. The School District was requesting \$26, 500 to upgrade the District building.

Water Management & Conservation Plan – Community Development Director Mabbott explained we recently received a Water Management & Conservation Plan from our consultants. In terms of conservation, for an old system we were doing a great job. The Plan also includes methods for conservation. The Plan requires updating every 5 years.

ADJOURN: Moved by Councilor TenEyck to adjourn the meeting. Seconded by Councilor Smith. Voted: 6-0. Motion carried.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

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:

July 2, 2019

Department:

Community Development / Public Works

Director:

Tamra Mabbott
Scott Coleman

Contact Person:

Tamra Mabbott

Phone Number:

(541) 922-3226 x101

Cost of Proposal:

Legal fees to prepare

Fund(s) Name and Number(s):

Sewer - 03

Reviewed by Finance Department:

Previously Presented:

Yes, February 19, 2019

May 7, 2019

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 Goals:

Yes

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 2nd day of July, 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 hereinafter referred to as 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 referred to as 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 **City**.

WITNESSETH, THAT:

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

WHEREAS, the Canal is operated and maintained by Reclamation as part of the Umatilla Basin Project Act (102 Stat. 2791). The Phase I Exchange Program allows the delivery of water from the Columbia River to the Canal for the benefit of patrons of the West Extension Irrigation District, hereinafter referred to as **District**, in exchange for water to be left for the benefit of the fishery in the Umatilla River, hereinafter referred to as Exchange; and

WHEREAS, the District and Reclamation have entered into Contract No. 4-07-10-W0983 which expressly allows for water to be pumped into the Canal above that needed for the Exchange. Such water is termed as “conjunctive use” water and can be delivered into the District’s conveyance facilities for irrigation use within the District; 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 Reclamation’s permitted right-of-way and Canal, an outfall structure and associated piping, hereinafter referred to as the **City Facilities**, for the discharge and subsequent conveyance of industrial wastewater suitable for irrigation purposes, hereinafter

referred to as **Industrial Wastewater**, into and within the Canal, as authorized under the National Pollutant Discharge Elimination System (NPDES) Permit No. 103196 issued by the Oregon Department of Environmental Quality to the City; and

WHEREAS, prior to granting a pipeline easement to the City across United States fee-owned lands, over a portion of which Reclamation has a permitted right-of-way for the Canal, under the custody and accountability of the Army Corps of Engineers, the Corps completed a National Environmental Policy Act review for this action, and issued a Categorical Exclusion for the Industrial Wastewater Pipeline. In addition, Reclamation completed Categorical Exclusion No. PN-UFO-CE-2016-089 for this action; 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; by the Bureau of Reclamation, Umatilla Field Office; and

WHEREAS, in consideration of the premises, the proposed use by the City has been reviewed and has been determined to be not incompatible with purposes for which said lands and/or facilities are administered by Reclamation on behalf of the United States. Reclamation has issued to the City Permit No. 18-07-1U-L0269 for the discharge of Industrial Wastewater.

NOW, THEREFORE, in consideration of the covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. **CONSENT AND LEGAL**

The United States does hereby consent to construction, installation, operation, and maintenance of the City Facilities for the City's discharge of Industrial Wastewater into the Canal at the following location hereinafter referred to as the **Permanent Use Area**:

The Permanent Use Area shall be located 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, Umatilla County, Oregon, and shall encompass an area lying ten (10) feet beyond the exterior boundary of all portions of the City Facilities once constructed.

The location of the City Facilities are substantially as shown in red on **Exhibit "A"**, attached hereto and made a part hereof.

The parties believe that the location of the City Facilities as described is not intended to conflict with the operation of the Canal or the Project. However, if at some future time it is found that the location unreasonably interferes with Project operations, the parties will mutually agree to re-site the City Facilities and said relocation will be paid for by the City.

The temporary use area established for construction of the City Facilities, hereinafter referred to as the **Temporary Use Area**, shall be located adjacent to the Permanent Use Area and shall extend a distance of twenty (20) feet from all outer boundaries of the Permanent Use Area.

2. SUBJECT TO FEE OWNER APPROVAL

The underlying fee owner is the United States of America and it is under the custody and accountability of the U.S. Army Corps of Engineers (Corps). The Corps has issued Easement No. DACW68-2-18-19 to the City for the installation of the City Facilities.

3. FEES

In accordance with Title 43 of the Code of Federal Regulations, Part 429.26, Reclamation has made a determination to waive the application fee and administrative costs for this Consent.

4. TERM

The term of this Consent is to be **twenty-five (25) years** from the Effective Date. This Consent may be renewed provided, however, that any renewal of this Consent shall be subject to then applicable policies, law and regulations, and shall require Reclamation and District approval.

This Consent, and the uses herein authorized, may not be transferred or assigned. Should the City wish to transfer the consented use to another public entity that public entity must apply to Reclamation as is required by regulation and Reclamation. Under no circumstances shall a non-public entity be authorized the use of the City Facilities.

5. SPECIAL STIPULATIONS

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

a. The City Facilities shall be constructed as shown on the plans dated May 1, 2019, as submitted by the City and accepted by Reclamation. Said plans are attached hereto and made a part hereof as **Exhibit "B"**. The City agrees to properly maintain the City Facilities as required in the normal course of operation.

b. 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.

c. The City shall at all times take 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. 103196 issued by the Oregon Department of Environmental Quality which governs the City’s discharge of Industrial Wastewater into the Canal.

d. Construction of the City Facilities (1) shall not begin prior to the affected portion of the Canal being fully drained immediately following the end of the 2019 irrigation season (generally October 31, 2019), and (2) must be completed prior to the start of the 2020 irrigation season (generally March 1, 2020). The construction schedule shall be coordinated with the District.

e. All excavation within the Canal right-of-way shall be backfilled and compacted. Compaction of cohesive fill material placed in the Canal prism and embankment will be placed in no more than 6-inch lifts and compacted to 95% or higher, using Standard AASHTO (T99) designation. Moisture content shall be controlled between 1% wet and 1% dry of optimum moisture.

f. Reclamation shall have oversight on all work done to the Canal.

g. 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 City 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. Any materials used for required repairs on the Canal, the related maintenance road, or any of the Reclamation premises that differ from the pre-existing material must be reviewed and approved by Reclamation prior to the repairs being made. The City will be responsible for assuring that the performed work meets with Reclamation’s approval (Umatilla Field Office Manager or designee) before releasing its contractor from the worksite.

h. No blasting or use of explosives of any kind will be allowed on the United States’ right-of-way on the Project.

i. The City shall determine utilities that are located within the alignment of the planned crossing and assumes responsibility of notifying owners of said utilities of the proposed project.

j. The City shall provide Reclamation’s Umatilla Field Office with final as-built drawings of the City Facilities 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

Subject to limitations under Oregon Law, the City hereby agrees to indemnify the United States for, and hold the United States, its employees, agents, assigns, and all of its representatives and those of 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 of the City, its agents or employees including, but not limited to, in the manner or method of performing any construction, discharge, care, operation, maintenance, supervision, examination, inspection, use or other activities.

8. PROTECTION OF UNITED STATES INTERESTS

The City shall construct, operate, and maintain the City Facilities in a good workmanlike manner, as reasonably determined by the United States, to ensure that the authorized use is 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; and

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 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 and any repairs to its facilities related to the removal.

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 a new agreement is entered into between the parties of interest.

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.

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, _____, known to me 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.

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

CONSENTEE:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, and hereby affirm and bind the City of Umatilla, Oregon to the terms and conditions of this Consent Document.

CITY OF UMATILLA, OREGON

By: _____
Title: _____

ACKNOWLEDGMENT

STATE OF OREGON

County of Umatilla

On the _____ day of _____, 2019, personally appeared before me _____, known to me to be the official of the **CITY OF UMATILLA, OREGON** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **CITY OF UMATILLA, OREGON** 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.

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

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: _____

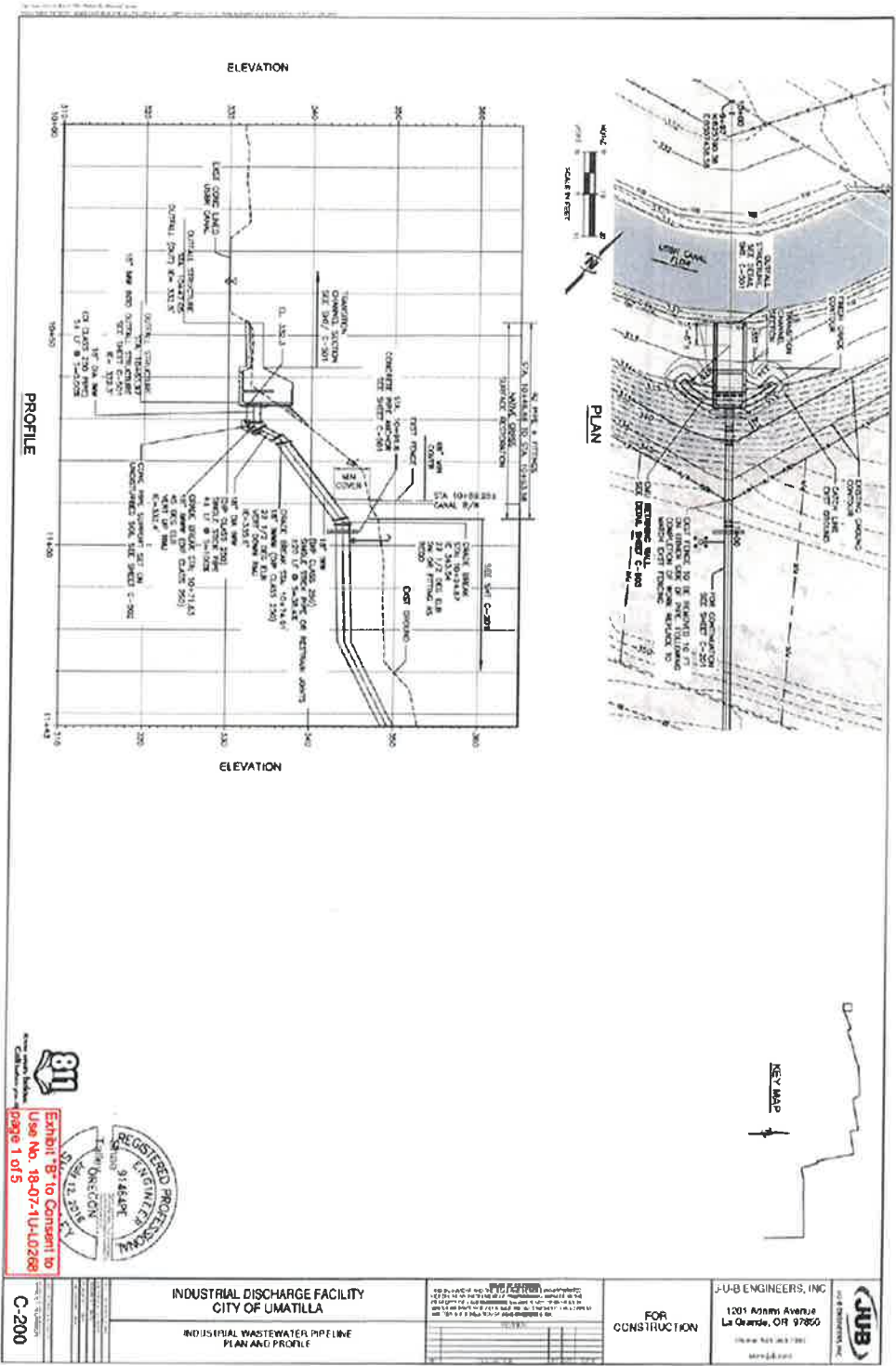
ATTESTED:

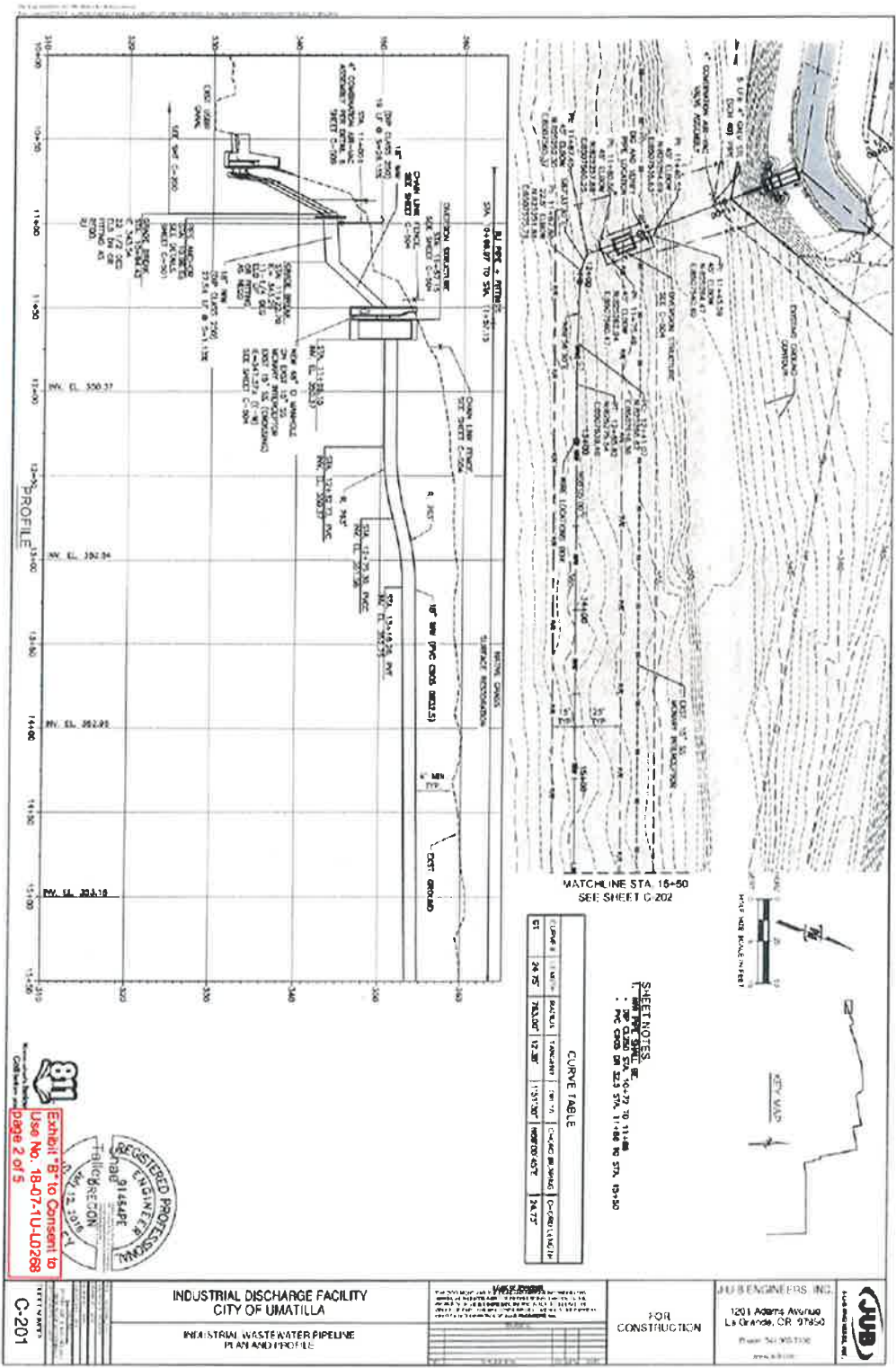
By: _____

Title: _____



Exhibit "A" to Consent to
Use No. 18-07-1U-L0268





MATCHLINE STA. 15+50
SEE SHEET C-202

SHEET NOTES
 1. SEE SHEET C-201 FOR 11+00 TO 15+00
 2. SEE SHEET C-202 FOR 15+00 TO 19+00

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
11+00	123.28°	123.28'	123.28'	90.00°
12+00	123.28°	123.28'	123.28'	90.00°
13+00	123.28°	123.28'	123.28'	90.00°
14+00	123.28°	123.28'	123.28'	90.00°
15+00	123.28°	123.28'	123.28'	90.00°

REGISTERED PROFESSIONAL ENGINEER
DAVID L. HARRIS
 No. 12,304
 State of Oregon
 Tailor SECTION
 10/11/14

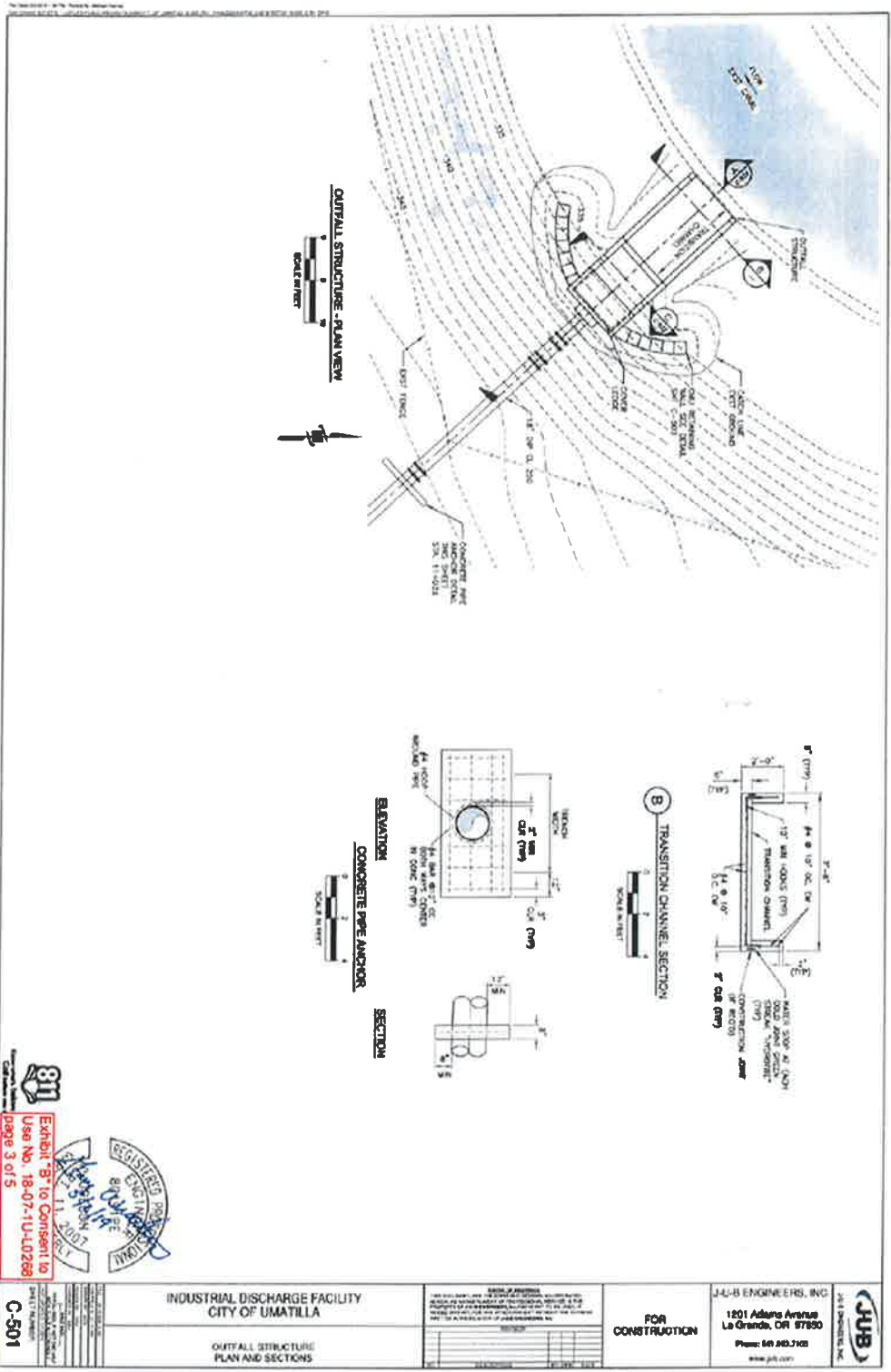
Exhibit B to Consent to Use No. 18-07-1U-L0268
 Page 2 of 5

INDUSTRIAL DISCHARGE FACILITY
CITY OF UMATILLA
 INDUSTRIAL WASTEWATER PIPELINE
 PLAN AND PROFILE

JUB ENGINEERS INC.
 1201 Adams Avenue
 La Grande, OR 97630
 Phone: 541-965-1100
 www.jub.com

FOR CONSTRUCTION

C-201





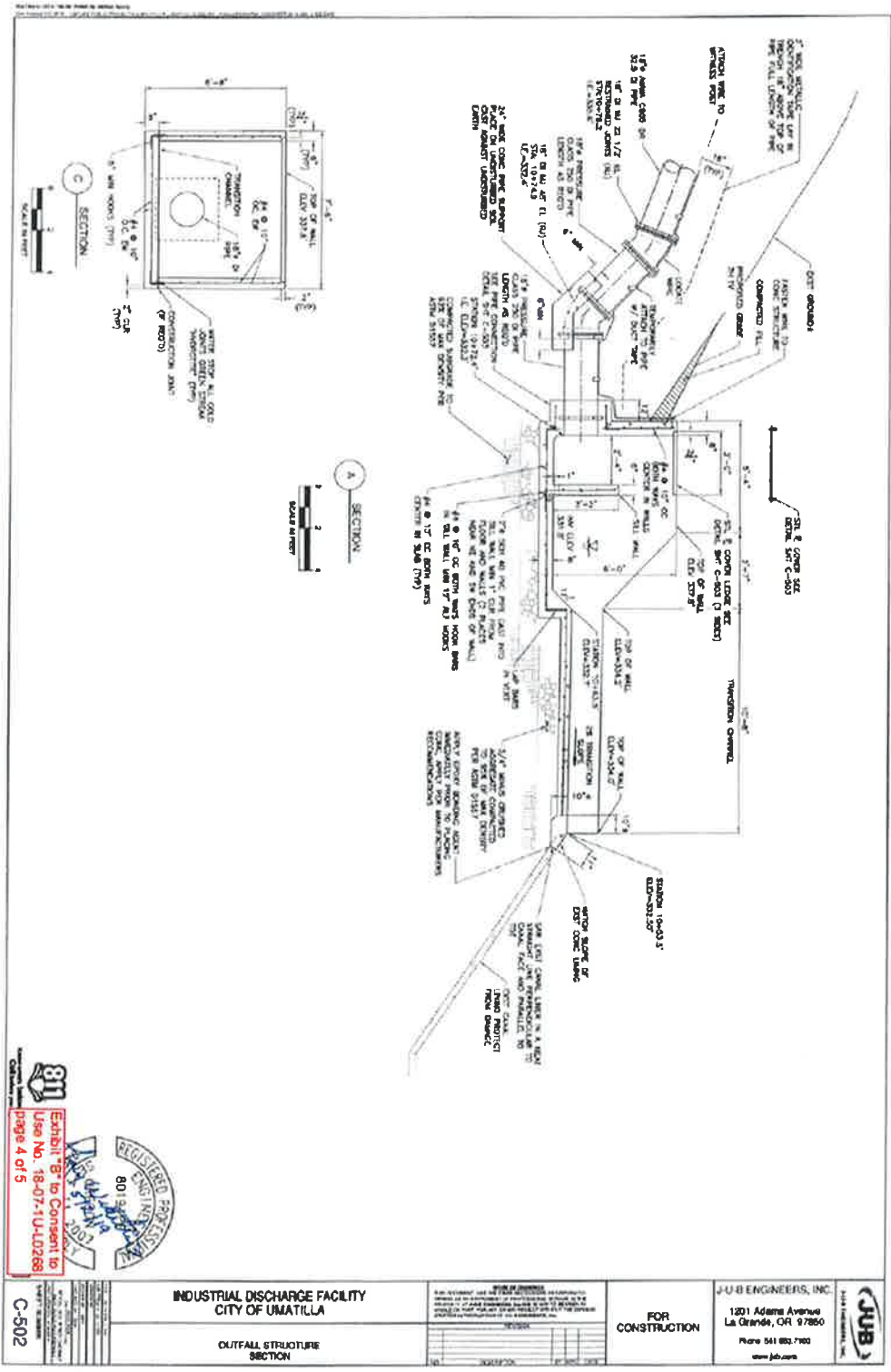
 REGISTERED PROFESSIONAL ENGINEER

 J. J. B. ENGINEERS, INC.

 No. 18-07-1U-L0268

 Page 3 of 5

C-501	INDUSTRIAL DISCHARGE FACILITY CITY OF UMATILLA	TITLE SHEET	FOR CONSTRUCTION	J-J-B ENGINEERS, INC. 1801 Adams Avenue Le Grand, OR 97850 Phone: 541.265.7100 www.jjb.com	
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REGISTERED PROFESSIONAL ENGINEER
 No. 8019
 State of Oregon
 JUB ENGINEERS, INC.
 Exhibit "B" to Consent to Use No. 18-07-1U-L0268
 page 4 of 5

C-502 PROJECT NO. SHEET NO.	INDUSTRIAL DISCHARGE FACILITY CITY OF UMATILLA OUTFALL STRUCTURE SECTION	FOR CONSTRUCTION	JUB ENGINEERS, INC. 1201 Adams Avenue La Grande, OR 97850 Phone 541 882 7100 www.jub.com
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EXHIBIT C

[Copy of executed BOR Discharge Permit, Contract No. 18-07-1U-L0269 to be inserted]

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

PERMIT

THIS PERMIT is granted the ____ day of _____, 2019, hereinafter referred to as the **Effective Date**, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388; 43 U.S.C. § 391), and Acts amendatory thereof or supplementary thereto, collectively known and referred to as the Federal Reclamation Laws, including Reclamation Project Act of 1939, § 10 (43 U.S.C. 387), the Umatilla Basin Project Act (102 Stat. 2791) and 43 CFR Part 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**, provides this permit to The City of Umatilla, hereinafter referred to as **City**, with the concurrence of the West Extension Irrigation District, hereinafter referred to as **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 industrial wastewater suitable for irrigation purposes, hereinafter referred to as **Industrial Wastewater**, into the Phase I Canal, hereinafter referred to as **Canal**, as per the standards of National Pollutants Discharge Elimination System Permit No. 103196, hereinafter the **NPDES Permit**, issued by the State of Oregon Department of Environmental Quality, hereinafter referred to as **DEQ**;

WHEREAS, Reclamation, pursuant to Federal Reclamation Laws, obtained Permit No. DACW68-4-91-20 for a right-of-way across certain Federally-owned lands held by the Corps of Engineers, and constructed irrigation facilities and their appurtenant works, specifically the Canal, a feature of Reclamation's Umatilla Basin Project, hereinafter referred to as **Project**;

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 (conjunctive use) costs per Contract No. 4-07-10-W0983;

WHEREAS, the Army Corps of Engineers, as an agency of the United States which has custody and accountability for the impacted lands, has completed a National Environmental Policy Act review and issued a Categorical Exclusion for this action.

WHEREAS, Reclamation completed a Categorical Exclusion, No. PN-UFO-CE-2016-089 for this action in association with the facilities and associated lands of the Umatilla Basin Project at this location;

WHEREAS, Reclamation has consented to 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;

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;

WHEREAS, after said discharge, such water may be available for use by the District or any entity holding a valid water right for the use of said waters for irrigation purposes only;

WHEREAS, said discharge of Industrial Wastewater is also subject to regulation under the Clean Water Act; and

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 that such Wastewater will be suitable for irrigation purposes, and that all public disclosure and compliance documents were based on this commitment by the City.

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

1. Reclamation hereby permits discharge to the Canal of Industrial Wastewater that meets the requirements of the NPDES Permit 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. At 20 years into the term of this Permit, the City shall initiate discussions with the United States, through Reclamation, 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, and the uses herein authorized, may not be transferred or assigned. Should the City wish to transfer the consented use to another public entity, that public entity must apply to Reclamation as is required by regulation and Reclamation. Under no circumstances shall a non-public entity be authorized the use of the improvements of the City constructed under Consent to Use No. 18-07-1U-L0268.

5. 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.

6. 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 10 cubic feet per second (up to 2,800 acre feet per year total) of water to the Canal and only from March 1st through October 31st of every year as specified by the NPDES Permit as of the Effective Date or as such permit may be modified, amended, or renewed. Any deviation from or 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, in order to protect Reclamation project interests. If such discharges fail to meet applicable water quality standards or otherwise fail to comply with the NPDES Permit, the City shall immediately cease Industrial Wastewater discharges into the Canal and immediately notify Reclamation and the District. Reclamation and the District, either jointly or individually, shall possess the authority to immediately suspend or terminate this Permit if a situation occurs that results in a violation of the NPDES Permit. 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 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.

7. To the extent permitted by applicable law, the City agrees to indemnify the United States and the District for, and hold the United States, its employees, agents, assigns, and all of its representatives and those of 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 of the City, its agents or employees including, but not limited to, in the manner or method of performing any construction, discharge, care, operation, maintenance, supervision, examination, inspection, use, or other activities.

8. 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 decide to suspend or terminate this Permit earlier as provided by Subsections 9.a -9.g. 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 as needed. 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 as soon as practicable.

9. This Permit may be suspended or terminated:

By accepting this Permit, the City agrees to comply with and be bound by the following terms and condition during all construction, operation, maintenance, use, and termination activities:

a. Reclamation may, at any time and at no cost or liability to the United States, terminate this Permit 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.

b. Reclamation may, at any time and at no cost or liability to the United States, terminate this Permit for activities other than existing authorized private exclusive recreational or residential use as defined under § 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 429.32(a)(1); or
- (iii) Termination in necessary for operational needs of the project.

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

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

e. At the request of the City upon provision of at least 90 days written notice to Reclamation and the District;

f. Upon failure of the City to comply with the terms and conditions of Subsection 6.c of this Permit;

g. To protect the interests of Reclamation or the District from adverse effects 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 this article 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 a dispute, nothing in Section 9 of this Permit shall have the effect of compelling alternative dispute resolution (mediation), 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 9.e, unless the City otherwise agrees.

In considering any termination of this Permit, 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; and Reclamation will try to keep the discharge in operation

where it is feasible to do so unless this use has become incompatible with an authorized Project purpose or Project operation, public health or safety, or is inconsistent with applicable federal law or regulations.

10. 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 of Industrial Wastewater. 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 and the City have entered into an agreement whereby the District may recoup those costs. Said agreement is attached hereto and made a part hereof as Exhibit "A".

11. The City shall use Project facilities only for the purpose of the conveyance of Industrial Wastewater for irrigation purposes 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.

12. Notices shall be served by certified mail addressed to the respective addresses given, as set forth below or as may be provided to the other parties during the term of this Permit. 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

City Manager
City of Umatilla
700 6th Street
Umatilla, OR 97882

13. 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.

14. 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.

15. 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.

16. 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 Office
Pacific Northwest Region
Bureau of Reclamation
Department of the Interior

ACKNOWLEDGMENT

STATE OF IDAHO
County of Ada

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: _____

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: _____

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

<u>Agenda Title:</u> Resolution No. 01-2020 – A Resolution Authorizing the City Manager to Sign an Agreement with West Extension Irrigation District to Convey Industrial Waste Water Into an Irrigation Canal	<u>Meeting Date:</u> July 2, 2019
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<u>Department:</u> Community Dev Public Works	<u>Director:</u> <u>Tamra Mabbott</u> <u>Scott Coleman</u>	<u>Contact Person:</u> <u>Tamra Mabbott</u>	<u>Previous Meeting:</u> January 15, 2019 April 16, 2019
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<u>Cost of Proposal:</u> Legal fees to prepare. Pumping costs annually. <u>Amount Budgeted:</u>	<u>Fund(s) Name and Number(s):</u> Sewer -03
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<u>Reviewed by Finance Department:</u> Yes

<u>Attachments to Agenda Packet Item:</u> 1. Resolution No. 01-2020 2. Agreement
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<u>Summary Statement:</u> Agreement with West Extension Irrigation District to accept industrial water from the phase I Industrial Waste Water Canal project. Water will be diverted from Vadata campus at Port of Umatilla (PDX 2) and pumped thru pipeline and into irrigation canal which will then be used for irrigation by WEID patrons. Eventually, industrial wastewater from PDX 63 and other future industry will also be diverted to the WEID canal.
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<u>Consistent with Council Goals:</u>

RESOLUTION NO. 01-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH WEST EXTENSION IRRIGATION DISTRICT TO CONVEY INDUSTRIAL WASTE WATER INTO AN IRRIGATION CANAL

WHEREAS, the West Extension Irrigation District "WEID" has an agreement with the United States Bureau of Reclamation, Department of the Interior ("Reclamation") in connection with the Umatilla Project (the "Project") to convey water for purposes of irrigation; and

WHEREAS, 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, WEID has agreed to convey the industrial wastewater from the Project canal for irrigation purposes; and

WHEREAS, the reuse project is of mutual benefit to the City and to WEID; and

WHEREAS, City reuse of water enhances the City goal of operating environmentally sustainable infrastructure;

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

1. The City Manager is authorized to sign the Industrial Wastewater Discharge Agreement with the West Extension Irrigation District.

PASSED by the City Council and **SIGNED** by the Mayor this 2nd day of July, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT

This INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2019 (“Effective Date”) by and between The City of Umatilla, an Oregon municipal corporation (the “City”), and the West Extension Irrigation District (the “District”), an Oregon _____, collectively referred to hereinafter as the “parties.”

RECITALS

A. In connection with the Umatilla Project (the “Project”), the United States, by and through the Bureau of Reclamation, Department of the Interior (“Reclamation”) has, pursuant to the Umatilla Basin Project Act of 1988 (the “Act”), acquired certain easement rights in Umatilla County and constructed certain irrigation distribution facilities thereon, known as the Phase I Canal (the “Phase I Canal”).

B. The Phase I Canal is operated and maintained by Reclamation as part of the Phase I Exchange Program authorized under the Act. The Phase I Exchange Program allows the delivery of water from the Columbia River to the Phase I Canal for the benefit of District users in exchange for water to be left for the benefit of the fishery in the Umatilla River (the “Exchange”).

C. The District and Reclamation have entered into Contract No. 4-07-10-W0983 which expressly allows for water to be pumped into the Phase I Canal above that needed for the Exchange. Such water is termed as “conjunctive use” water and can be delivered into the District’s conveyance facilities for irrigation use within the District (the “Conjunctive Use Contract”).

D. In response to the City’s “Application for Transportation and Utility Systems and Facilities on Federal Lands” submitted by the City to Reclamation on March 21, 2016 to construct on the Phase I Canal and related Reclamation facilities an outfall structure and appurtenant industrial wastewater piping for the discharge of treated industrial wastewater (“IWW”) into the Phase I Canal, and having received the District’s written concurrence, Reclamation has (1) executed with the City a Consent to Use under Contract No. 18-07-1U-L0268 which authorizes the City access to, on, and across and use of the Phase I Canal to receive the discharge and conveyance of IWW (“Consent to Use”), and (2) issued a permit to the City under Contract No. 18-07-1U-L0269 allowing for the City’s discharge of IWW into the Phase I Canal (the “Permit”).

E. The District and the City desire to enter into this Agreement to confirm the parties’ respective obligations related to the City’s discharge of IWW into the Phase I Canal and the District’s subsequent management of the Phase I Canal for pumping of IWW into the District’s main canal (the “Main Canal”) for further distribution for irrigation purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

1. Term. This Agreement shall become effective as of the Effective Date and shall remain effective so long as the Consent to Use and the Permit remain in effect as issued, as renewed, or as modified provided that (a) such renewals or modifications do not substantively conflict with the purpose and intent of this Agreement, and (b) the City remains in compliance with such approvals and, during any instances

of non-compliance, timely takes all reasonable steps as may be required by Reclamation or the District to reestablish such compliance.

2. Acceptance of IWW by the District.

a. Cost Reimbursement for Acceptance of IWW. The City agrees to reimburse the District on an annual basis for the cost of pumping the IWW from the Phase I Canal into the District's Main Canal. Such reimbursement payments will be calculated as follows:

i. The Conjunctive Use Contract requires that the District provide Reclamation an estimated amount of water to be pumped from the Phase I Canal into the Main Canal prior to each irrigation season. Such estimate is then adjusted as necessary the following spring to reflect the actual number of acre-feet pumped from the Phase I Canal and used for irrigation (the "Annual Acre-feet Amount"). The cost to pump the IWW from the Phase I Canal into the Main Canal will be calculated on a price per acre-foot based on the Annual Acre-feet Amount.

ii. To generate the Annual Acre-feet Amount, the total number of acre-feet of IWW pumped into the Main Canal shall be measured at the City's point of discharge of IWW into the Phase I Canal. The City shall install, maintain and pay for flow monitoring equipment and facilities to measure and record daily IWW discharges to the Phase I Canal, and shall report such flow monthly to the District. The City shall calibrate the flow meter once each calendar year and provide written confirmation of such calibration to the District upon request. The District will rely on the City's monthly IWW discharge reports to calculate the Annual Acre-feet Amount.

iii. The cost to pump each acre-foot of the reported Annual Acre-feet Amount shall be determined by Reclamation, which determination will be based in part on power assessments charged against Reclamation by the Bonneville Power Administration. Once the District receives from Reclamation the annual pumping costs associated with the pumping of IWW from the Phase I Canal to the Main Canal, it shall forward such assessment to the City for reimbursement (the "Reimbursement Assessment").

iv. To the extent the City owes the District a payment per any Reimbursement Assessment issued, the City agrees to pay the Reimbursement Assessment within 30 days of receipt.

b. District Marketing and Sale of IWW. On the occasion that the City's volume of IWW discharges to the Phase I Canal increases to a level that would, in the sole opinion of the District, allow the District to market and sell the reuse of IWW for irrigation purposes, and the City agrees in writing to such an arrangement, any revenues generated by the District's sale of IWW shall be accounted for by the District with a resulting payment to the City independent of and separate from any Reimbursement Assessment it submits to the City under the preceding Section 2(a) of this Agreement.

3. District Management of the Main Canal and the Phase I Canal.

a. The District will file any necessary registration forms with Oregon Water Resources Department to confirm its acceptance into the Main Canal and subsequent distribution of IWW for irrigation purposes.

b. Reliability of the District's irrigation water conveyance and distribution system is of utmost importance to the District and, as a result, the District will use every means possible to secure water for irrigation purposes during the irrigation season. If there is an emergency shutdown of the District's Main Canal, the City's IWW will be released to the Columbia River via the Phase I Canal as authorized under the Permit. Subject to the terms and conditions of the Permit, if there is an emergency shutdown of the Phase I Canal, the District will notify the City immediately in order that the City may curtail any further discharges of IWW to the Phase I Canal. The District agrees to use its resources to resolve the problem as quickly as possible to minimize downtime of the Phase I Canal.

c. The City and the District shall each maintain emergency contact information for the other with such contact information to be kept current. Such contact information shall be provided and maintained with the understanding it will be used as the initial means of communication among the parties at any time of day during any day of the week in the case of an emergency shutdown of the Phase I Canal by Reclamation or the District or the occurrence of other emergency situations that would otherwise limit or completely curtail the ability to discharge IWW to the Phase I Canal.

4. Required Advance Notifications to District. With the understanding that nothing in this Agreement shall be construed to impose upon the City an obligation to provide and discharge IWW to the Phase I Canal, the City agrees to provide the District the following forms of advance written notice:

a. *No less than 60 days before March 1st* of each year, confirmation of whether or not the City intends to discharge IWW to the Phase I Canal during the upcoming irrigation season.

b. *No less than 48 hours*, confirmation of interruption of discharge of IWW to the Phase I Canal due to the City's operation and maintenance obligations relating to its IWW treatment and discharge system.

c. *No less than 24 hours*, confirmation of the City's intention to commence or curtail discharge of IWW to the Phase I Canal for the applicable discharge period.

d. *As soon as practicable*, confirmation of emergency conditions requiring immediate curtailment of discharge of IWW to the Phase I Canal.

5. Termination.

a. Either party may terminate this Agreement for material breach that has not been corrected or remedied by other party within 180 days of written notice of breach.

b. The City may terminate this Agreement by providing written notice to the District at least ninety (90) days prior to the date of such termination.

6. Indemnification. To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying party and its contractors, agents, employees and representatives in performing obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the City or its contractors, employees, agents, or representatives, each party's

obligation hereunder applies only to the extent of the negligence of such party or its contractors, employees, agents, or representatives.

7. **Notices.** With the exception of communications between the parties as required to address emergency conditions pursuant to Section 4 of this Agreement, all notices and other communications under this Agreement shall be in writing by email, regular U.S. Mail or certified mail, return receipt requested, provided that notices shall be deemed given upon email or personal delivery, and if by regular US Mail, upon the earlier of actual receipt or three (3) business days after the date of mailing:

If to the City, to:

City of Umatilla
P.O. Box 130
Umatilla, OR 97882
Attention: City Manager
david@umatilla-city.org

With a copy to:

Peter D. Mohr
Jordan Ramis, PC
Two Centerpointe Dr., 6th Flr
Lake Oswego, OR 97035
peter.mohr@jordanramis.com

If to the District, to:

West Extension Irrigation District
P.O. Box 100
Irrigon, OR 97844
Attention: General Manager
bbridge@oregontrail.net

With a copy to:

Douglas MacDougal
Marten Law PLLC
Suite 2150
1001 SW 5th Ave.
Portland, OR 97204
dmacdougal@martenlaw.com

8. **Dispute resolution.** The parties shall attempt to resolve a dispute regarding this Agreement by informal negotiation, pursuant to an informal process agreed to by the parties. If the parties fail to agree upon an informal process within five business days of notice of a dispute by a party, or fail to resolve the dispute through an agreed upon informal process, the parties shall submit the dispute to a dispute board for a nonbinding determination. Each party shall timely appoint one member to the dispute board. Those members shall jointly appoint an additional member. The dispute board shall timely consider the dispute and make a non-binding determination. As long as the dispute board acts in a timely manner, the parties agree not to seek legal or equitable relief in the courts until the dispute board renders a determination. Thereafter, either party may seek legal or equitable relief in the courts.

9. Insurance. Each party shall obtain and maintain insurance coverage from a solvent insurance provider, solvent insurance pool or self-insurance program that is sufficient to address and cover the duties, responsibilities and obligations of this Agreement. Upon request, a party shall provide evidence of insurance coverage, in the form of a certificate of insurance from an insurance provider or a letter confirming coverage from an insurance pool or self-insurance program.

10. Controlling Provisions in Case of Conflict. To the extent that any provision within this Agreement is determined to be in conflict with the Consent to Use and/or the Permit, the relevant provision(s) of the Consent to Use and/or the Permit shall control.

11. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written approval of the non-breaching party and attachment of such written approval to this Agreement.

12. Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such action shall not affect the validity or enforceability of any other section or part of this Agreement.

13. Entire agreement; Amendment. This Agreement contains the entire written agreement of the parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both parties.

14. Successors and assigns. All of the provisions, conditions, regulations and requirements contained in this Agreement shall be binding upon the successors and assigns of the parties.

15. No third party rights. This Agreement is solely for the benefit of the parties and gives no right to any other party or person.

16. No joint venture. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

17. Jurisdiction and venue. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The Circuit Court of Umatilla County, Oregon shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

18. Prevailing party costs. If either party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

19. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

[Signature page follows]

CITY OF UMATILLA

WEST EXTENSION IRRIGATION DISTRICT

By: _____
David Stockdale, City Manager

By: _____

Title: _____

ATTEST:

ATTEST:

City Recorder

By: _____

APPROVED AS TO FORM:

Title: _____

City Attorney

CITY OF UMATILLA, OREGON

AGENDA BILL

<u>Agenda Title:</u> Resolution No. 04 -2020 - A Resolution Authorizing the City Manager to Sign the Lind Road Improvement Agreement with Vadata, Inc. for Improvements to Lind Road and Other Potential Corresponding Transportation Improvements.	<u>Meeting Date:</u> July 2, 2019
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<u>Department:</u> Public Works and Administration	<u>Director:</u> Dave Stockdale	<u>Contact Person:</u> Dave Stockdale	<u>Phone Number:</u> (541) 922-3226 x102
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<u>Cost of Proposal:</u> \$1,735,000 <u>Amount Budgeted:</u> \$1,735,000	<u>Fund(s) Name and Number(s):</u> Street Fund, Fund 04
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<u>Reviewed by Finance Department:</u> Yes	<u>Previously Presented:</u> 1/15/19, 1/25/19, 2/19/19
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<u>Attachments to Agenda Packet Item:</u> Resolution No 04-2020 Lind Road Improvement Agreement

<u>Summary Statement:</u> Since January 2019, Council has met several times to discuss and review the creation and establishment of Council Goals. The attached document is the result of that work. Council has created 5 primary goals with corresponding objectives to achieve those goals. <i>*Please Note: Some of the dates in this agreement may be updated before Council meeting on 7/2/19.</i>
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<u>Consistent with Council Goals:</u> N/A
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RESOLUTION NO. 04 – 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE LIND ROAD IMPROVEMENT AGREEMENT WITH VADATA, INC. FOR IMPROVEMENTS TO LIND ROAD AND OTHER POTENTIAL CORRESPONDING TRANSPORTATION IMPROVEMENTS.

WHEREAS, the City has permitted and supports Vadata “Developer,” development of data centers on property abutting Lind Road; and

WHEREAS, the City of Umatilla “City,” owns a portion of Lind Road; and

WHEREAS, Union Street is a public roadway providing essential connection between the data center development and Lind Road and state Highway 395; and

WHEREAS, Lind Road and Union Street are vital roadway connections between the data center development and State Highway 395; and

WHEREAS, Developer agreed to make improvements to Lind Road as a condition of their land use and Building Permits, and

WHEREAS, Developer is required to establish a schedule and parameters for completion of improvements to Lind Road prior to issuance of a certificate of occupancy; and

WHEREAS, Developer and City entered into a non-binding Memorandum of Agreement effective as of January 25, 2019 to outline the terms for completion of improvements to a segment of Lind Road and related street improvements and to allow the occupancy of the corresponding project facilities. This agreement hereby enters both parties into a binding agreement to address the completion of the Lind Road and corresponding transportation improvements; and

WHEREAS, Developer and City have determined that it is in the best interest of both parties for City to construct the Street Improvements, subject to payment by Developer of Developer’s Proportionate Share, and further subject to the terms and conditions as described in the agreement; and

WHEREAS, City agrees to accept Developer’s Proportionate Share in the amount up to \$797,500, as stipulated in the agreement, and completion of the project as full satisfaction of Condition 2 and Developer’s Conditions of Approval and of Developer’s obligations to improve Lind Road in conjunction with this project; and

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

1. The City Manager is authorized to sign the Lind Road Improvement Agreement by and between Vadata, Inc. and the City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this 2nd day of July, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

LIND ROAD IMPROVEMENT AGREEMENT

This **LIND ROAD IMPROVEMENT AGREEMENT** (this "Agreement"), dated as of this ____ day of _____, 2019, is made by and between **VADATA, INC.**, a Delaware corporation ("Developer"), and the **CITY OF UMATILLA, OREGON**, an Oregon municipal corporation ("City"). Developer and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer is the owner in fee simple of that real property located in the City limits at 81712 Lind Road, Hermiston, Oregon, which is more particularly described as Parcel 1 of Partition Plat No. 2018-03 (Umatilla County Instrument No. 2018-6710627) ("Property").

B. Developer applied to the City for a site plan review for development of the first building ("Building") in a data center campus and related facilities on the Property ("Project"). On May 22, 2018, the City approved the site plan review application for the Building, with conditions (City File No. SP-3-18) ("Site Plan Decision").

C. Condition 2 of the Site Plan Decision ("Condition 2") requires Developer and the City to agree upon a schedule and terms for completion of improvements to a segment of Lind Road before the Project opens for business:

"Prior to commencement of applicant's business operations in the first primary building on the property, applicant shall enter an agreement with the City establishing a schedule and parameters for completion of full street improvements on Lind Road from the southern edge of the property to Union Street consistent with City standards applied to Beach Access Road near applicant's existing facility. Applicant shall pay its proportionate share for these street improvements in accordance with the agreement."

D. The Parties entered a non-binding Memorandum of Agreement ("MOA") effective as of January 25, 2019, to outline terms for completion of improvements to a segment of Lind Road and related street improvements ("Street Improvements," as further defined below) and to allow occupancy of the Building in

the Project. The Parties now hereby enter into a binding agreement to address the completion of the Street Improvements.

E. The City agrees to construct the Street Improvements described herein, subject to payment by Developer of Developer's Proportionate Share (as defined below), and further subject to the terms and conditions of this Agreement.

F. The City agrees to accept the Developer's Proportionate Share in full satisfaction of Condition 2 and of Developer's obligations to improve Lind Road in conjunction with the Project.

G. Developer and the City agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Exhibits

All exhibits referenced in this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 3. Street Improvements Defined

When utilized in this Agreement, the term "Street Improvements" means all of the following:

3.01. Lind Road Improvements. Street improvements within the existing right-of-way of Lind Road from the south side of the Property north to Union Street in accordance with the City's modified industrial arterial street standards applied to Beach Access Road immediately north of Highway 730 as of the date of this Agreement. These modified industrial arterial street standards require a two-lane, 26-foot wide asphalt section, including shoulders, but do not require curb, gutter, sidewalk, landscape strip, street trees, street lights, bicycle lanes, or on-street

parking. Together, these improvements will be known as the “Lind Road Improvements.” The location of the Lind Road Improvements segment is depicted in yellow and labeled “Vadata Section” in the attached drawing in Exhibit 1; and

3.02. Intersection Improvements. Improvements to the intersection of Lind Road and Union Street, including regrading and improving off-street drainage to prevent collecting of stormwater at the intersection, raising the intersection road surface elevation to create more pronounced road side swales and prevent ponding over the roadway, and reworking Union Street and Lind Road roadways and street improvements leading up to the intersection to taper to the new raised intersection elevation. Together, these improvements will be known as the “Intersection Improvements;” and

3.03. Union Street Improvements. Street improvements on Union Street from Lind Road east to Highway 395 in accordance with the City’s modified industrial arterial street standards, which require a two-lane, 26-foot wide asphalt section, including shoulders, but do not require curb, gutter, sidewalk, landscape strip, street trees, street lights, bicycle lanes, or on-street parking. Together, these improvements will be known as the “Union Street Improvements.”

Section 4. Design and Construction of Street Improvements

4.01. Contractor Selection and Requirements. The City will solicit bids from reputable firms in accordance with the City’s adopted Policy for Public Contracting and Purchasing for the cost to design, engineer, permit, and construct the Street Improvements. Once the City obtains bids in response to this solicitation, the City will identify the lowest-cost, responsive bid as its preferred bid.

4.02. Procedure. The City will substantially complete, or cause the substantial completion of, the surveying, design, engineering, and construction of the Street Improvements in accordance with this Agreement. Upon such completion, the City will dedicate the Street Improvements for use by the public as street facilities, and the City will maintain the Street Improvements at its expense.

4.03. Costs. Pursuant to the procedure in Section 5 of this Agreement, Developer will reimburse the City for the amounts it actually incurs in connection with completing the Street Improvements, up to an amount not to exceed \$797,500.00 (“Developer’s Proportionate Share”), which is the total cost estimated by the Parties for construction of all of the Lind Road Improvements, a portion of the Intersection Improvements, a portion of the Union Street Improvements; and a portion of the design/engineering/administration/environmental costs for the Street

Improvements, as further detailed in the far right column of Exhibit 2 ("Parties' Estimate"). The Parties agree that the foregoing Developer's Proportionate Share will be Developer's entire proportionate share for the Street Improvements under Condition 2 and Developer's maximum contribution under this Agreement. The Parties agree that the City will pay all costs that exceed Developer's Proportionate Share.

4.04. Schedule and Milestones. The City will substantially complete construction of the Street Improvements by September 18, 2020. To remain on track for this completion date, the City will achieve the following project milestones (together, "Milestones" or individually, "Milestone") by the following dates:

A. Obtain State of Oregon Grant. The City will obtain an Immediate Opportunity Fund Grant award from the State of Oregon in the amount of at least \$867,500.00 ("Grant"), which will fund the Street Improvements as set forth in Exhibit 2, no later than August 12, 2019.

B. Commencement of Road Design. The City will cause the commencement of the design for the Street Improvements no later than August 12, 2019.

C. Completion of Road Design. The City will cause the completion of 100 percent complete construction documents for the Street Improvements no later than December 31, 2019.

D. Wetland Assessment and Delineation. The City will cause the completion of a wetland assessment for all lands within the construction envelope of the Street Improvements no later than August 12, 2019, and the City will obtain approval of all required state and federal wetland delineations on such lands no later than November 29, 2019.

E. Final Permit List. The City will prepare a list of all required permits associated with construction of the Street Improvements no later than November 29, 2019.

F. Wetland Permitting. The City will apply for approval of all required state and federal wetland permits authorizing wetland impacts associated with the Street Improvements no later than December 1, 2019, and such approvals will become final and not appealed, or if appealed, are upheld on appeal, no later than March 27, 2020.

G. Selection of Contractor. The City will select a contractor for the Street Improvements pursuant to the bid process provided in Section 4.01 of this Agreement no later than April 8, 2020.

H. Commencement of Construction. The City will cause the commencement of on the ground construction of the Street Improvements no later than May 11, 2020.

I. Completion of Construction. The City will cause the substantial completion of the construction of the Street Improvements no later than September 18, 2020 ("Substantial Completion Deadline").

4.05. Additional Restrictions. The City will complete the Street Improvements in compliance with the construction documents approved by the City for the Street Improvements and all applicable federal, state, and City laws, rules, regulations, and ordinances.

4.06. Utility Lines within Lind Road Right-of-Way. The Parties have entered separate agreements pertaining to the extension of sanitary sewer and industrial wastewater utility lines within the Lind Road right-of-way. For purposes of this Agreement, the Parties agree that, although these utility lines will be placed within the right-of-way in accordance with these separate agreements, they will not be placed beneath the road surface and thus do not need to be installed as prerequisites to completion of the Street Improvements. Further, after the City's completion of the Street Improvements, if the City decides to install new utility lines, or to maintain existing utility lines, beneath the surface of Lind Road, the City will solely bear the expense associated with such installation and maintenance, including any repairs required to the completed to the Street Improvements.

Section 5. Street Improvement Costs; Reimbursement Procedure

5.01. Street Improvement Costs Defined. The "Street Improvement Costs" will consist of the actual hard and soft costs associated with the items identified as part of the Street Improvements in the Parties' Estimate in Exhibit 2.

5.02. Reimbursement Procedure. Pursuant to the following procedure, Developer will reimburse the City for the Developer's Proportionate Share of the Street Improvement Costs incurred by the City:

A. The City will submit to Developer each invoice approved by it reflecting costs charged to the City for completion of all or a portion of the Street

Improvement Costs, together with an itemized explanation of the aspect of the Street Improvements reflected in the invoice ("Reimbursement Request").

B. Within 14 days after receipt of the City's Reimbursement Request, Developer will review same and either: (i) determine the Reimbursement Request to be reasonable; or (ii) determine the Reimbursement Request to be unreasonable and provide written notice of its specific objections to the City. Developer will only object to the Reimbursement Request if it includes line items that are material additions or changes to the Street Improvements as defined in this Agreement that have not been previously authorized by Developer, or if the cost for time and materials is, without sufficient justification, significantly higher than Developer's experience in the marketplace. Within 14 days after receipt of Developer's written objections, the Parties will meet to discuss a resolution. The amount of Developer's reasonable determination or the Parties' mutual agreement will be the amount of the reimbursement awarded in response to the specific Reimbursement Request ("Reimbursement").

C. Within 30 days after Developer's reasonableness determination or the Parties' mutual agreement, Developer will pay an amount equal to the Reimbursement to the City. Developer's share of the Street Improvement Costs will be capped at the lesser of Developer's Proportionate Share or the actual Street Improvement Costs incurred by the City and approved for Reimbursement pursuant to this Section 5.

Section 6. Remedies in Event of City Default

6.01. Failure to Obtain Grant. If the City defaults in the performance of its obligation under Section 4.04.A because the City does not obtain a Grant in the full amount of \$867,500.00 on or before August 12, 2019, the Parties agree that, in such circumstance, the terms of this Agreement shall remain in effect except the term "Street Improvements" shall be limited to only the "Lind Road Improvements" (defined hereinabove) in all instances, and Developer's Proportionate Share shall be capped at an amount not to exceed \$501,000.00, which is the Parties' Estimate for the construction cost of the Lind Road Improvements (far right column, row 1 in Exhibit 2).

6.02. Developer Self-Help. If the City defaults in the performance of any obligation under Section 4 of this Agreement, including without limitation, failing to achieve one or more Milestones (except Milestone 4.04.A, which is addressed in Section 6.01 above) within 14 days after the date established for that Milestone(s) in

Section 4.04, Developer will have the right, but will not be obligated, to perform such obligation, notwithstanding the fact that no specific provision for such performance by Developer is made in this Agreement. To facilitate this possibility, the City will ensure that the work performed on the Street Improvements by each contractor, including any subcontractor (inclusively, "Contractor"), will be pursuant to a written contract, subcontract, or purchase agreement between the City and the Contractor. This contract will contain provisions that require the Contractor to continue and complete its work on the Street Improvements for Developer under the same terms in the event Developer elects the self-help remedy under this Section 6.02 and requests that the Contractor do so. As an alternative remedy, Developer may elect to hire a new contractor to complete the Street Improvements. If Developer is making this election, Developer will provide advance written notice to the City. Within 10 days after the City's receipt of this notice, the City will assign any permits or consents to complete the Street Improvements to Developer. If Developer elects either of the self-help remedies in this subsection, Developer will not materially modify the scope of the Street Improvements to be completed by the Contractor or Developer's new contractor without the City's written consent, which consent shall not be unreasonably withheld. In the event Developer's self-help pursuant to this Section 6.02 causes Developer to incur reasonable expenses in excess of Developer's Proportionate Share, the City will reimburse Developer for same, within 14 days after demand. Developer may exercise the foregoing right without waiving any other of its rights or releasing the City from any of its obligations under this Agreement.

6.03. Failure to Timely Complete Construction. In the event the City fails to cause substantial completion of construction of the Street Improvements, i.e., achieve the Milestone in Section 4.04.1, within 30 days after the Substantial Completion Deadline, and Developer has not exercised the self-help remedy pursuant to Section 6.02, the City will pay to Developer \$500.00 for each day, or portion thereof, of delay commencing on the first day after the Substantial Completion Deadline until substantial construction of the Street Improvements occurs ("Delay Liquidated Damages"). The City will pay the Delay Liquidated Damages to Developer within 14 days after demand. The City's contract with the Contractor shall include a provision that obligates Contractor to pay to the City (or the Developer, if Developer has exercised the self-help remedy in Section 6.02 of this Agreement) an amount at least equal to the Delay Liquidated Damages under the circumstances described in this subsection.

Section 7. Reservation of Rights

Notwithstanding Developer's commitment to pay Developer's Proportionate Share pursuant to the terms of this Agreement, Developer reserves any and all rights to challenge any additional exactions imposed by the City through this Agreement or in subsequent applications for the Project.

Section 8. Continuing Effect of Agreement

In the case of any change in regional policy or federal or state law or other change in circumstance that renders compliance with this Agreement impossible or unlawful, the Parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of either Party under this Agreement. If the substantial rights of either Party are prejudiced by giving effect to the remainder of this Agreement, then the Parties will negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law or circumstance, this Agreement fails in its essential purpose then the Parties will be placed into their original position to the extent practical.

Section 9. Good Faith and Reasonableness

The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable will only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

Section 10. Further Assurances

Each Party will, without further consideration, execute and deliver any and all additional papers, documents and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the Parties. Without limiting the foregoing, the Parties agree that mutual execution of this Agreement fully satisfies Condition 2 and, for purposes of obtaining future permits or certificates of occupancy for data center buildings in the Project, Developer will have no further obligations to fund or complete improvements to Lind Road.

Section 11. Nature of Agreement

The Parties agree that this Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, a comprehensive plan provision, or a land use regulation, the City and Developer acknowledging and agreeing that any and all land use approvals required for the Project and/or Street Improvements are to be obtained (or have been obtained) in due course on another date in accordance with all applicable laws and regulations.

Section 12. Modification or Amendment

No amendment, change or modification of this Agreement will be valid, unless in writing and signed by the Parties.

Section 13. Indemnification

13.01. City Indemnity of Developer. The City will indemnify, defend and hold harmless Developer and its officials, employees, affiliates, shareholders, and agents from and against all claims, losses, demands, damages, payments, suits, actions, costs, expenses, and judgments of every nature and kind brought or recovered against Developer by reason of an act or omission of the City and its contractor(s) and agents in the performance of its obligations under this Agreement. The City's obligations under this Section 13 do not include any claims to the extent arising from the gross negligence or willful misconduct of Developer and/or Developer's officials, employees, and/or agents. This Section 13 will not be construed to negate Developer's obligation to pay the Developer's Proportionate Share as provided in this Agreement.

13.02. Developer Indemnity of City. In the event Developer exercises the self-help remedy pursuant to Section 6.02 of this Agreement, Developer will indemnify, defend and hold harmless the City and its officials, employees, and agents from and against all claims, losses, demands, damages, payments, suits, actions, costs, expenses, and judgments of every nature and kind brought or recovered against the City by reason of an act or omission of Developer and its contractor(s) and agents in the performance of its obligations under Section 6.02 of this Agreement. Developer's obligations under this Section 13 do not include any claims to the extent arising from the gross negligence or willful misconduct of the City and/or the City's officials, employees, and/or agents nor do they preclude Developer from seeking Delay Liquidated Damages directly from the Contractor.

Section 14. Relationship

Nothing herein will be construed to create an agency relationship or a partnership or joint venture between the Parties.

Section 15. Burden and Benefit; Assignment

The covenants and agreements contained herein are binding upon and inure to the benefit of the Parties and their successors and assigns. Developer covenants and agrees that it will notify any successor in interest of Developer's obligations under this Agreement. Neither Party will assign its obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed.

Section 16. No Continuing Waiver

The waiver of either Party of any breach of this Agreement will not operate or be construed to be a waiver of any subsequent breach.

Section 17. Governing Laws/Venue

The laws of the State of Oregon will govern the interpretation and enforcement of this Agreement without regard to principles of conflicts of laws. In the event any dispute arising out of this Agreement results in litigation, the sole and exclusive venue will be in the Umatilla County Circuit Court. The Parties will seek to amicably resolve any disputes arising out of this Agreement. ALL PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 18. Time of Essence

Time is expressly declared to be of the essence in this Agreement.

Section 19. Notices

All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 19.

To the City: David Stockdale, City Manager
City of Umatilla
700 Sixth Street
PO Box 130
Umatilla, Oregon 97882

With a copy to: _____

To Developer: Vadata, Inc.
410 Terry Avenue North
Seattle, Washington 98109
Attn: General Counsel (AWS Real Estate PDX63)

With a copy to: Seth King
Perkins Coie LLP
1120 NW Couch Street, Tenth Floor
Portland Oregon 97209

With a copy via email to: NADCRent@amazon.com
Legal-us-realestate@amazon.com

Section 20. Rights Cumulative

All rights, remedies, powers, and privileges conferred under this Agreement on the Parties are cumulative of and in addition to, but not restrictive or in lieu of, those conferred by law.

Section 21. Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument. All such fully executed counterparts will collectively constitute a single agreement. The Parties expressly agree that if the signature of Developer and/or the City on this Agreement is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex, or telecopy), then such digital, mechanical, or electrical reproduction is as enforceable, valid, and binding as, and the legal

equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by their signatory. Further, the Parties may deliver executed signature pages to this Agreement by electronic means to the other party, and the electronic copy will be deemed to be effective as an original.

Section 22. No Third-Party Beneficiaries

This Agreement is made entirely for the benefit of the Parties, their successors and assigns, and no third person or party has any rights hereunder whether by agency, as a third party, or otherwise.

Section 23. Merger

This Agreement and its attached exhibits set forth the entire understanding among the Parties hereto with respect to the subject matter herein, there being no terms, conditions, warranties, or representations with respect to its subject matter other than as contained herein.

Section 24. Headings

Any titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 25. Calculation of Time

All periods of time referred to herein include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period will be extended to the next day that is not a Saturday, Sunday, or such holiday.

Section 26. Construction

In construing this Agreement, singular pronouns will be taken to mean and include the plural and the masculine pronoun will be taken to mean and include the feminine and the neuter, as the context may require.

Section 27. Severability

If any clause, sentence, or other portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

Section 28. Condition of City Obligations

All City obligations pursuant to this Agreement that require the expenditure of funds are contingent upon future appropriations by the City as part of its budget process. Nothing in this Agreement implies an obligation to appropriate any such monies.

Section 29. Interpretation of Agreement

This Agreement is the result of arm's length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement.

Section 30. Capacity to Execute; Mutual Representations

The Parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement by it. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each Party represents to the other that neither the execution and delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.

Section 31. Effective Date

This Agreement will take effect upon execution and approval by both Parties.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first written above.

DEVELOPER:

**VADATA, INC.,
a Delaware corporation**

By: _____

Its: _____

Date: _____

CITY:

**CITY OF UMATILLA, OREGON,
an Oregon municipal corporation**

By: _____

Its: _____

Date: _____

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Umatilla Downtown Revitalization Grant

Meeting Date:

July 2, 2019

Department:

Community Development

Director:

Tamra Mabbott

Contact Person:

Esmeralda Horn

Phone Number:

(541) 922-3226 x108

Cost of Proposal:

Total project cost \$59,184, grant request of \$26,500

Amount Budgeted:

\$50,000 FY 2019-20

Fund(s) Name and Number(s):

Downtown Façade Grant 01-72380

Reviewed by Finance Department:

Yes

Previously Presented:

Yes, workshop June 18, 2019

Attachments to Agenda Packet Item:

Grant application.

Summary Statement:

Umatilla School District has applied for grant money to revitalize the district office including; siding, paint, new windows, doors, LED reader board, art, lighting and landscaping. The total project cost is \$59,184 and school district is seeking approval for the maximum grant in the first round of \$26,500. CDD has reviewed the application and recommends council approval at the July 2, 2019 meeting. This was the only application submitted in the first round.

Consistent with Council Goals:

N/A



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: Umatilla School District #6R

Address of Subject Property: 1001 6th Street, Umatilla, OR 97882

Assessor Tax Lot Number: 127045

Mailing Address: 1001 6th Street, Umatilla, OR 97882

Contact Person: Heidi Sipe Email Address: sipeh@umatillasd.org

Phone Number: 541-922-6500 Fax Number: 541-922-6507

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 improvement(s): Heidi Sipe

Section 2 – Project Information

Project Start Date: July 15, 2019 Anticipated Completion Date: October 31st, 2019

Estimated Budget for Proposed Project: \$ \$59,184

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

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

If yes, please supply the following contractor information:

Contractor Business Name: Multiple, please see attached proposal

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): \$ 59,184

Portion of estimated budget that qualifies: \$ 59,184 $\begin{array}{r} .75 = 44388 \\ \times .25 = \$ 13,046 \end{array}$

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

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Umatilla Downtown Revitalization Grant

Meeting Date:

June 18, 2019

Department:

Community Development

Director:

Tamra Mabbott

Contact Person:

Esmeralda Horn

Phone Number:

(541) 922-3226 x108

Cost of Proposal:

Total project cost \$59,184, grant request of \$26,500

Amount Budgeted:

\$50,000 FY 2019-20

Fund(s) Name and Number(s):

Downtown Façade Grant 01-72380

Reviewed by Finance Department:

Previously Presented:

No

Attachments to Agenda Packet Item:

Grant application.

Summary Statement:

Umatilla School District has applied for grant money to revitalize the district office including; siding, paint, new windows, doors, LED reader board, art, lighting and landscaping. The total project cost is \$59,184 and school district is seeking approval for the maximum grant in the first round of \$26,500. CDD has reviewed the application and recommends council approval at the July 2, 2019 meeting. *This was the only app. 5*

Consistent with Council Goals:

N/A

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: _____

Hadi R. Ripe

Date: _____

5-31-2019

City of Umatilla Downtown Revitalization Grant Program



Umatilla School District Office Revitalization Proposal

FACILITY DESCRIPTION

Originally a bank building, the Umatilla School District office was extensively remodeled in 2001 to transform the bank into a District Office facility. Aside from general ongoing maintenance, no updates have been completed to the District Office building since the 2001 remodeling work.

The District Office houses offices for both the Umatilla School District and its partners. The District Office provides oversight and human resources support for all schools in the District. The Umatilla School District serves 1376 students in grades K-12 and employs 338 employees. Currently, partners from DSHS and the InterMountain ESD maintain offices in the District. The community uses the building for meetings and the Umatilla School Board meetings are held in the main conference room each month.

PROPOSED PROJECT OVERVIEW AND CURRENT PHOTOS

This project aims to update the building and grounds to create an attractive addition to 6th Street. Projects will include:

1. **Siding**- damaged siding will be repaired and replaced as necessary.
2. **Paint**- the entire building will be painted.
3. **Windows**- All windows will be replaced.
4. **Doors**- The front entry doors will be replaced. The other doors will be repainted.
5. **Informational Sign**- The current wood sign will be replaced with an LED reader board.
6. **Art, Lighting, and Landscaping**- Our high school students will create a wood and/or metal art piece to be featured on the main entry wall of the building. Landscaping will be updated to create a more welcoming entry. The exterior lighting will be updated to provide feature lighting for the art wall.



Compliance with Downtown Design Standards

Landscaping: Drought tolerant, native, grasses will be used in landscaping. Grasses will include the following: Little Bluestem, Sheep Fescue, and Bluebunch Wheatgrass. Should other plant types be necessary, we will select native plants from the approved list.

Signage: We will be using the current frame for the existing sign; however, we will update the lettering panel with new materials (though the same verbiage and District logo) and will replace the current plastic lettering channels with the LED sign option. The entire sign frame will be painted to match the new building colors.

Colors: The colors (swatches provided in this application) are not fluorescent, luminous, nor reflective. The selected colors compliment existing buildings on 6th Street.

Rear Entrance: The rear entrance has already been updated and is a model of what our new landscaping will emulate. It features native grasses and is well maintained. The rear entrance will benefit from a painted door, new windows, siding repair and paint.

Facade: The windows and door panels will replace the current, single-pane, glass. The replacement glass will have a tint for both energy efficiency and improved aesthetics. (see the Clara Brownell Middle School windows for a similar reference).

Timeframe

Phase 1 • July-August, 2019

Siding, Paint and Parking Lot

Phase 2 • August-September, 2019

Doors and Windows

Phase 3 • October, 2019

Art, Sign, Landscaping and Lighting

Exact Color Samples

SW 6239

Upward

Interior / Exterior

Locator Number: 224-C1

SW 652A

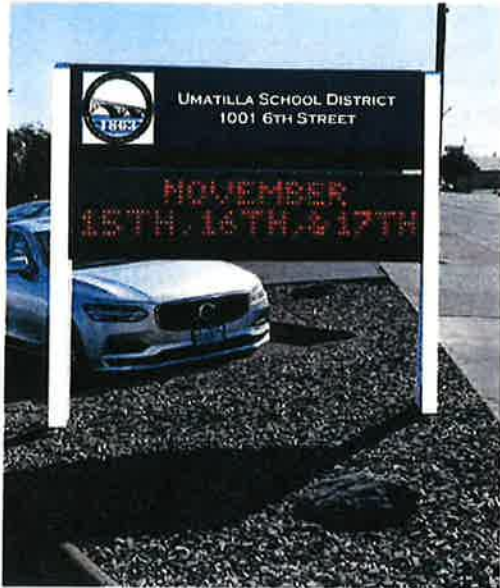
Commodore

Interior / Exterior

Locator Number: 185-C7

Sherwin-Williams Exterior Paint
Upward- main body of building
Commodore- cedar trim areas

Rough Sketches/Concept Maps



For questions regarding this proposal, please contact Heidi Sipo at sipoh@umatillasd.org or 541-922-6500

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PROPOSAL

CLIENT NAME: Stacy
Address: 10013 6th St.
City: Clarendon, Ma Zip:
Phone Home: 541-561-6435
Business:
E-mail:

Date: 5/3/19
Proposal No. 1102835

FRANCHISEE NAME: Austin Koppes
Phone: 541-561-6464
E-mail: aekoppes@collegepro.com

REGISTRATION/LICENSE (IF APPLICABLE)
Registration/License No. 214887
Class:
Specialty Classification:
Salesperson's Name:
Salesperson's Reg. Number:
Franchise Number:

AREAS TO BE PAINTED

GENERAL DESCRIPTION: Wash, prep, prime, & paint full exterior.

AREAS TO PAINT	INCLUDE	EXCLUDE	AREAS TO PAINT	INCLUDE	EXCLUDE
1. <u>Siding</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. <u>All Frames</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. <u>Soffits</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. <u>Pillars & Battling in back</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. <u>Fascia</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. <u>Left side door</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UNPAINTABLE STORMS # <u></u> REMOVE/REPLACE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	ALUMINUM DOWNSPOUTS AND GUTTERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SHUTTERS # <u></u> REMOVE/1 SIDE/2 SIDES/REPLACE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WOOD SCREENS/STORMS # <u></u> REMOVE/1 SIDE/2 SIDES/REPLACE	<input type="checkbox"/>	<input checked="" type="checkbox"/>

WORK TO BE DONE

(PLEASE READ DEFINITIONS ON REVERSE SIDE)

MINOR MAINTENANCE

- WASHING
- GUT LINE
- PUTTYING
- OTHER

DESCRIPTION: Store E.g. transport / mask lights / doors in windows

SPECIFIC AREAS TO BE COVERED

Full wash to exterior
Apply / Replace as needed
Fill large holes

SURFACE PREPARATION

- LEVEL 1
- LEVEL 2

OBJECTIVE

Full scrape to remove all loose and peeling paint

TO BE SANDED (LEVEL 3 ONLY)

Scrape any peeling / cracking
through areas. Cut or scrape

PLEASE NOTE: COLLEGE PRO FRANCHISEES ARE UNAUTHORIZED TO PERFORM POWER SANDING. COLLEGE PRO PAINTERS (U.S.) LTD. ASSUMES NO LIABILITY FOR ANY DAMAGE WHATSOEVER CAUSED BY POWER SANDING.

PRIMING

1. COAT	SPOT OR FULL PANEL
2. COAT	SPOT OR FULL PANEL
3. COAT	SPOT OR FULL PANEL

*Any pore covered areas
& Rust Spots*

PAINT SPECIES

*Latex
Red O*

*Tented
N/A*

FINISHED COAT APPLIED TO

AREA	COAT LEVEL	BRAND OF PAINT	FINISH LEVEL	PAINT SPEC. SALES #	FINAL COLOR #	CUSTOMER INITIALS
<i>Siding, Soffits Fascia, Frames Door</i>	<i>1</i>	<i>SuperPaint</i>	<i>Satin</i>	<i>Latex</i>		

COLLEGE PROVIDED - NOT GUARANTEE ONE-YEAR COVERAGE. LINE BSS OTHERWISE SPECIFIED ABOVE. THE CONTRACT PRICE INCLUDES ONLY ONE FULL FINISH COAT. CHANGE IN COLOR WILL MOST ALWAYS REQUIRE 2 COATS TO COMPENSATE FOR INCONSISTENCY IN BRUSH AND ROLL TECHNIQUE!

CLEANUP *Daily \$100 upon completion*

CUSTOMER NEEDS/NOTES TO JOB SITE MANAGER/SAFETY CONSIDERATIONS

*Good Comm., Clean/Ordy., very respectful.
Homes when on roof / Watch out for people & cars.*

PAYMENT SCHEDULE

15

\$1,380

85

\$7,825

\$9,205

ADDITIONAL WORK ESTIMATED

NOTE: THESE ESTIMATES ARE NOT INCLUDED IN THE ABOVE PRICE. PLEASE GET YOUR FRANCHISE MANAGER'S VIEW OF THOSE ITEMS YOU WISH TO ADD.

ITEM	PRICE	INCLUDE	THRU	ITEM	PRICE	INCLUDE	THRU
<i>S&R Stucco</i>				<i>S&R Stucco B&R wood</i>	<i>10,465</i>		
<i>SE West 2308</i>				<i>2-Coat Spray</i>	<i>10,948</i>		
<i>Painting (210)</i>							
<i>Sign Disbant (100)</i>							

QUALITY RATING (UPON COMPLETION)

Umatilla High School
 Scott Bow
 1460 7th St
 Umatilla, OR USA 97882
 Phone: (541)992-6571
 Fax:
 Email: bows@umatillasd.org

18/Jun/2018
 Quote valid for: 90 days
 Terms: Net 30 days from shipment with
 Purchase Order
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: ECCB

Item No.	Model	Description	Qty	Price
1	eCCB-A100-3FTx8FT-19.8-R-2V	Galaxy® Electronic Changeable Copy Board - Red . For installation into a changeable copy board cabinet. Matrix: 32 lines by 100 columns Line Spacing: 19.8mm LED Color: RED Face Configuration: 2V - two one sided displays - same content Cabinet Dimensions: 3' 0" H X 8' 0" W X 0' 5" D (Approx. Dimensions) Max Power: 275 watts/display Weight: Unpackaged 140 lbs per display; Packaged 225 lbs per display	1	\$8,609.00
2	FREIGHT	Shipping to site	1	\$485.00
Services				
3	G2G2 - Gold Warranty for eCCB	Two (2) Year Gold Warranty for eCCB only	1	

Total Price Excluding Sales Tax: \$9,094.00

Please reference listed sales literature: DD3104435 for eCCB-A100-3FTx8FT-19.8-R-2V, SL-05659 for G2G2 - Gold Warranty for eCCB
 Please reference listed shop drawings: DWG-1177033 for eCCB-A100-3FTx8FT-19.8-R-2V

Options

Please contact your sales representative for additional information

eCCB External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	\$250.00
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Service Options

G5G5-eCCB-A100-3FTx8FT-19.8-R-2V	Extend warranty to 5 total years Gold coverage for eCCB	1	\$490.00
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Umatilla School Dist.

1001 6th Street

Umatilla, Or 97882

541-720-0227

Attn: Heidi Sipe

A. Burl Glass

721 6th St./ P.O. Box 339

Umatilla, Or 97882

541-922-3523

CCB #: 156640

We at A. Burk Glass would like to bid on replacing 2 sets of double doors with attached side lights and transum. Doors will be wide style, single acting with rim panic devices and and standered pull hardware and electric card swipe. Both doors will have removable center bar and outside door will have gray over Low-E glass and inside doors will have clear over clear 1" over all IG units. Also included we will be replacing all the glass in the existing frames with Gray over Low-E Glass. All old doors and windows will be hauled off for disposal.

Please allow 4 weeks for delivery to our shop.

Supply, delivered, and installed:

\$32,142.00

(This bid includes ALL labor and parts for the job)

Thank you Don:



Date: 5-31-19

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 02-2020 – A Resolution Authorizing City Manager Stockdale and Administrative Services Manager Shilhanek to Become Authorized Signers to the City of Umatilla Deferred Compensation Plan

Meeting Date:

July 2, 2019

Department:

Human Resources

Director:

Melissa Ince

Contact Person:

Nanci Sandoval

Phone Number:

(541)922-3226x105

Cost of Proposal:

None

Fund(s) Name and Number(s):

Amount Budgeted:

N/A

Reviewed by Finance Department:

Previously Presented:

No

Attachments to Agenda Packet Item:

- 1) Agenda Bill Cover
- 2) Resolution No. 02-2020
- 3) Trustee Declaration

Summary Statement:

Our Deferred Compensation Plan needs two authorized signers. Currently, Recorder Nanci Sandoval, is the only one authorized to sign on behalf of the City. We need to add City Manager Stockdale and Administrative Services Manager Shilhanek to the plan as Trustees and remove former Manager Pelleberg.

Consistent with Council Goals:

RESOLUTION NO. 02-2020

A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE AND ADMINISTRATIVE SERVICES MANAGER SHILHANEK TO BECOME AUTHORIZED SIGNERS TO THE CITY OF UMATILLA DEFERRED COMPENSATION PLAN

AMENDMENT OF QUALIFIED RETIREMENT PLAN

The undersigned as the persons entitled to make decisions on behalf of City of Umatilla ("Employer") hereby consent to the following resolutions:

WHEREAS, the Employer maintains the City of Umatilla Deferred Compensation Plan ("Plan"), a qualified retirement plan, for the benefit of its eligible employees;

WHEREAS, the Employer has decided to amend the City of Umatilla Deferred Compensation Plan Adoption Agreement;

WHEREAS, David L. Stockdale became City Manager on October 16, 2018, and the City of Umatilla has the authority to designate the appropriate individuals to administer the Plan; and

WHEREAS, Carol L. Shilhanek was hired as the Administrative Services Manager on April 16, 2019; and

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Adoption Agreement; and

WHEREAS, the City wishes to appoint David L. Stockdale, Carol Shilhanek, and Nanci Sandoval as Trustee(s) of the Plan and remove Russell W. Pelleberg as a Trustee; and

WHEREAS, the Employer has reviewed and evaluated the proposed amendments to the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby approves the Amendment to City of Umatilla Deferred Compensation Plan, to be ratified to be effective on 1-1-2019. A true copy of the amendment, as approved by the Employer, is attached hereto;

RESOLVED FURTHER, that the undersigned authorize the execution of the Plan amendment and authorize the performance of any other actions necessary to implement the Plan amendment; and

RESOLVED FURTHER, if the Plan amendment modified the provisions of the Summary Plan Description, Plan participants will receive a Summary of Material Modifications summarizing the changes under the amendment.

PASSED by the Council and **SIGNED** by the Mayor this 2nd day of July, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 03 -2020 - A Resolution of the Umatilla City Council Adopting Council Goals for July 1, 2019 through June 30, 2021.

Meeting Date:

July 2, 2019

Department:

Director:

Dave Stockdale

Contact Person:

Dave Stockdale

Phone Number:

(541) 922-3226 x102

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

n/a

Reviewed by Finance Department:

Yes

Previously Presented:

1/31/19, 3/19/19, 6/18/19

Attachments to Agenda Packet Item:

Resolution No. 03 – 2020
City Council Goals Document

Summary Statement:

Since January 2019, Council has met several times to discuss and review the creation and establishment of Council Goals. The attached document is the result of that work. Council has created 5 primary goals with corresponding objectives to achieve those goals.

Consistent with Council Goals:

N/A

RESOLUTION NO. 03-2020

A RESOLUTION OF THE UMATILLA CITY COUNCIL ADOPTING COUNCIL GOALS FOR JULY 1, 2019 THROUGH JUNE 30, 2021.

WHEREAS, the City Council of the City of Umatilla have determined that setting specified goals to be in the best interest of the City of Umatilla; and

WHEREAS, the City Council held a Council Retreat on January 31, 2019 to discuss and determine the highest and best interests of the City of Umatilla and to create their initial draft of Council Goals; and

WHEREAS, the City Council held two additional follow-up meetings in relation to creating said goals: at a Council Workshop designated only to review Council Goals on March 19, 2019 and again on at their June 18, 2019 Workshop as a Discussion Item; and

WHEREAS, the results of said meetings are identified in the attached City Council Goals July 1, 2019 through June 30, 2021 document; and

WHEREAS, the City Council believes these goals and objectives to be the City's primary objectives and wishes to leave them in place through June 30, 2021; and

WHEREAS, by approving this document by Resolution, the Council is clearly identifying their goals and objectives for the benefit and direction of the City of Umatilla and for City staff to implement under the direction of the City Manager; and

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

Section 1. That the City of Umatilla City Council hereby adopts the City Council Goals July 1, 2019 through June 30, 2021 as attached in Exhibit A.

Section 2. This Resolution is effective immediately upon its enactment by the City Council.

PASSED by the City Council and **SIGNED** by the Mayor this 2nd day of July 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



City of Umatilla
City Council Goals
July 1, 2019 – June 30, 2021

Purpose: To sufficiently and appropriately manage and meet the community's expectations for high quality services, provide a general vision to manage growth and improvements, and to strengthen and diversify Umatilla's economic vitality and increase quality of life to our residents and visitors.

Guiding Principles: The City Council sets policy direction to guide staff implementation of these goals. The 2019 – 2021 City Council Goals are to serve as a vision for the City during this set duration and is not intended to be an exhaustive list of goals. This list of goals is representative in nature and without a hierarchy of priorities. Councilmembers will be a positive and resourceful representative for Umatilla and communicate well with residents, businesses, and our partners. City Council will support the City Manager to implement the operational aspects of these adopted goals.

Council Goals:

Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.

Desired Outcome: To sustain, grow, and enhance the City's Livability and Quality of Life by supporting and increasing public safety; encouraging increases in public health initiatives like community and private investments in medical facilities, wellness programs, and recreational activities; and emboldening a local culture that supports, encourages, promotes, and solicits events, festivals, and public gathering opportunities.

Objective 1.1: Support proactive and alternative community policing efforts that promote prevention, rehabilitation, and substance abuse circumvention. When possible, invest in early prevention services and programs.

Objective 1.2: At a minimum, maintain the FY19/20 Police Department staffing levels and funding and support a department with a high emphasis on officer training and purchasing of state-of-the-art police technologies and equipment.

Objective 1.3: Coordinate all major community events with the Police Department to help ensure public safety. Whenever possible, encourage officer presence at all major events as appropriate and as resources allow.

Objective 1.4: Financially and otherwise support the creation of new city-sponsored recreation programs for people of all ages. Increase and expand partnerships with other public facilities, like the Umatilla School District and others, for public use to support such programs.

Objective 1.5: Partner with other jurisdictional public health programs and private health providers in efforts to reduce tobacco use, marijuana use, substance abuse, reduce alcoholism, and reduce obesity. Seek grant opportunities to do so and give priority use of city-owned facilities to organizations that support these efforts.

Objective 1.6: Recognize the high benefit and resolve that one of the highest priorities to our community is to provide a city-wide trail and pathway system that encourages walking, jogging, biking, and mobile leisure as well as enhances public safety by reducing the risk of pedestrian/vehicle accidents.

Objective 1.6.1: While ensuring to be good stewards of the public's lands, every effort should be made to maximize river front trails and public access to our rivers and beautiful natural landscapes and views that includes our rivers, mountains, hills, wetlands, and desert features.

Objective 1.6.2: Adopt the City of Umatilla Trails Master Plan no later than December 31, 2019. Ensure that public

participation occurs and is encouraged throughout this entire process.

Objective 1.7: Research and determine the viability of the acquisition and eventual development of an all-new outdoor community festival and events facility with the capacity to host large events of at least 7,500 people. If possible, attempt to procure property with river front features.

Objective 1.8: Continue to cultivate professional relationships and partner with the Umatilla Chamber of Commerce. Work collaboratively to make mutually beneficial updates to the 2020 contract that promotes events, works to increase businesses, and encourages community memberships and participation. Determine the best use of city facilities that both supports the partnership and supports the community overall.

Objective 1.9: Invest in, support, and encourage downtown revitalization.

Objective 1.9.1: Increase city grant program funding to financially support and encourage facade improvements. If possible, work to increase the total amount available and the amount available for each applicant project.

Objective 1.9.2: Procure, through purchase and/or condemnation, unsafe, chronically vacant, or run-down buildings. Rehabilitate and/or refurbish such newly acquired buildings or work closely with developers and investors to do so. When appropriate, keep as publicly owned buildings; otherwise, make every effort to get the newly refurbished buildings back into private ownership to encourage business and economic growth.

Objective 1.9.3: Follow best practices and principles for downtown urban beautification; at a minimum, encourage tree plantings, flowers, ornamental lighting and fixtures, natural

and manicured landscapes, and the like. If necessary, do so through code revisions.

Objective 1.10: Invest in at least one all-new large (more than 3,000 people per day) multi-day city-sponsored event/festival that will occur annually.

Objective 1.11: Make every effort to procure and achieve the “Festival Street” vision presented to City Council at their 2019 Council Retreat, that includes improvements to the Old Post Office (Umatilla Business Center), park, and possible procurement of the Umatilla School District’s maintenance building to eventually be converted into a Community Recreation Center.

Goal 2: Promote Economic Development and Job Growth

Desired Outcome: Achieve economic stability and sustained job growth, build a highly skilled and flexible local workforce, concentrate on retaining and expanding existing local businesses, recruit new businesses that are well-suited for success in our region, encourage education, strengthen tourism, promote and encourage the preservation of our historic assets and history, support residential and commercial developers, invest in infrastructure and technology, ensure adequate supply of development-ready lands for commercial/residential/industrial use, and encourage development that is environmentally sensitive.

Objective 2.1: Continue to strongly support and encourage the development of data centers.

Objective 2.2: Promote diversification of the commercial/industrial base.

Objective 2.3: Reduce barriers to economic growth. Listen to commercial and industrial developers, partners, staff, and the public to reduce such barriers.

Objective 2.4: Cooperate with local educational institutions to coordinate training/skill requirements to meet the needs of local employers. Reduce barriers to obtaining necessary or upgraded job skills.

Objective 2.5: Cooperate with business, educational institutions, community organizations, and government to provide information to local businesses.

Objective 2.6: Assist local and non-local firms in finding appropriate development sites for expansion and encourage local employers to grow in-place.

Objective 2.7: Cooperate with other agencies and institutions to identify programs and services to assist in the creation of new small businesses.

Objective 2.8: Promote start-up businesses with both financial and technical assistance. Create a city-run business incubator program that helps new businesses off-set some of the risks of starting a new business.

Objective 2.9: Partner with the Chamber of Commerce and other organizations to create local programs which provide business development, information, and technical assistance.

Objective 2.10: Partner with other jurisdictions and/or private organizations whenever possible to pool resources and leverage funds.

Objective 2.11: Improve in the city's economic vitality and competitiveness by investing in our utility infrastructure, transportation systems, and recreational opportunities.

Objective 2.12: Improve the City's curb appeal.

Goal 3: Enhance and Cultivate Relationships, Partnerships, and Community Perceptions

Desired Outcome: To enhance already positive local, regional, and state-wide relationships and to strengthen or improve poor relationships. To cultivate current partnerships and to expand partnerships that will help achieve Goals 1 and 2.

Objective 3.1: Strengthen community relations and improve public perception through proactive community engagement.

Objective 3.1.1: Create opportunities for residents to build relationships within their neighborhoods to foster social cohesion, sense of community, and broaden understanding.

Objective 3.2: Actively promote positive actions the City is providing in our community. Promotions may include, but are not limited to: events, parks programs, festivals, city services provided, City staff achievements, elected officials' achievements, completed projects, partnership achievements, etc.

Objective 3.3: Continue to build upon positive Police Community Engagement activities, especially in socio-economically challenged areas to create meaningful engagement opportunities.

Objective 3.4: Expand public involvement opportunities.

Objective 3.4.1: Actively solicit and encourage the community to become committee members, task force members, and to join advisory committees. Each position should be advertised prior to any appointment or re-appointment.

Objective 3.4.2: Whenever possible, provide opportunities for the public to provide feedback on strategic plans, master plans, improvements plans, etc. Participation should be made as accessible as possible and should utilize traditional methods such as town halls or in-person comment opportunities; and should utilize technology whenever possible.

Objective 3.4.3: Encourage city-wide “Community Honor” activities such as Community Clean Up Days, Community Day of Service, Community Historical Celebrations, and similar.

Objective 3.4.4: Create a Mayor’s Choice: Citizen of the Year Award to be presented at either a major Community appreciation event or during a City Council meeting. The recipient of this award will have a day declared in their honor via Mayoral Proclamation.

Objective 3.4.5: Create programs in partnership with the School District and/or other education organizations to have students Pre-K through high school to come and lead City Council in the Pledge of Allegiance at each Regular Council Meeting.

Goal 4: Increase Public Involvement, Increase Transparency, and Enhance Cultural Diversity

Desired Outcome: To develop and implement highly efficient and transparent communication methods with the public, encourage public participation through each of our processes, and welcome and engage all members of our community by eliminating barriers of participation. Promote a higher sense of community spirit and inclusiveness through celebrating culture, tradition, history, holidays, and community achievements.

Objective 4.1: Invest in and utilize videoconferencing or webinar technology that will allow the public to interact with City Council or their appointed commissions/committees from anywhere with connection to the internet.

Objective 4.2: Create and continue to increase on-demand city information and data available to the public on the City’s website.

Objective 4.3: At least quarterly, publish a City newsletter to be circulated in print and online.

Objective 4.4: At least once a year, host “town hall” or informational sessions for the public to come interactively discuss topics that are important to them.

Objective 4.5: Expand outreach to and engagement with residents who have limited English proficiency by developing and executing strategies specifically designed to build relationships and encourage participation with this citizen group.

Objective 4.6: Seek opportunities to partner with organizations that celebrate or teach about our diverse heritage. These may include education seminars, dances, festivals, trainings, or similar. Whenever possible, provide venue space to host such activities.

Objective 4.7: Create a Citizen’s Participation Guide resource tool. This online guide should demonstrate how to participate and where to get information.

Objective 4.8: Whenever possible, Council members or city officials should accept invitations or seek opportunities to speak/present in neighborhood groups, businesses, or other local boards or outside organizations to share information about City affairs and share these goals.

Goal 5: Perform at the Highest Levels of Operational Excellence

Desired Outcome: Provide exceptional customer service that exceeds the public’s expectations, invest in staff development, and sustain and improve the City’s financial positions.

Objective 5.1: Continue to invest in staff’s professional development.

Objective 5.2: Integrate a Customer Service element to annual employee performance evaluations.

Objective 5.3: At least annually, poll the community regarding their level of satisfaction with any recent service they have received from the City.

Objective 5.4: Increase the number of customer self-service options for those who wish to limit their direct interaction with staff or elected officials.

Objective 5.5: Focus efforts on retention of employees. Ensure that wages and benefits are competitive, frequency of trainings are appropriate, and employee recognition and morale is a priority.

Objective 5.6: Expand social media presence. Use social media as part of our overall communication efforts and to also create opportunities of bolster our sense of community, celebrate our history and diversity, and create excitement for the work we are doing and events we are sponsoring.

Objective 5.7: Receive the Government Finance Officers Association (GFOA) Distinguished Budget Award for the FY20/21 Budget.

Objective 5.8: At a minimum, maintain a prudent operational reserve of at least 20% in each of the following funds: General Fund, Street Fund, Water Fund, and Sewer Fund.

Objective 5.9: Establish a Fleet Replacement Fund that promotes and ensures safety, reduces maintenance costs, and plans for future major purchases.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 05-2020 – A Resolution of the City of Umatilla Authorizing a Loan from the Special Public Works Fund

Meeting Date:

July 2, 2019

Department:

Finance

Director:

Melissa Ince

Contact Person:

Melissa Ince

Previous Meeting:

November 1, 2016

Cost of Proposal:

\$444,816

Fund(s) Name and Number(s):

Sewer - 03

Amount Budgeted:

Reviewed by Finance Department:

Yes

Attachments to Agenda Packet Item:

1. Resolution No. 05-2020
2. Amendment
3. OBDD Disbursement Request

Summary Statement:

This is the amendment from the original agreement from 2016 to construct the industrial waste water pipeline. The general contract agreement is the same. The amount has been updated from \$403,000 to \$444,816.

Consistent with Council Goals:

RESOLUTION NO. 05-2020

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

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

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

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

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

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

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into a Financing Contract with the IFA, number A17004, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

F. Notice relating to the Recipient’s consideration of the adoption of this Resolution No. 05 -2020 was published in full accordance with the Recipient’s charter and laws for public notification.

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

1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from the IFA, on such terms as may be agreed upon between the Authorized Officer and IFA, on the condition that the principal amount of the loan from the IFA to the Recipient is not in excess of \$444,816 and an interest rate of 1.42% per annum. The proceeds of the loan from the IFA will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

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

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

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

4. Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with IFA or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the IFA pursuant to the Financing Contract, but only as permitted by IFA policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the IFA may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act. This Resolution No. 05 – 2020 constitutes “official intent” within the meaning of 26 C.F.R. §1.150-2 of the income tax regulations promulgated by the United States Department of the Treasury.

PASSED by the City Council and **SIGNED** by the Mayor this 2nd day of July, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, Recorder

Amendment Number 1

Project Name: Umatilla Recycled Industrial Water Pipeline Final Design

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“IFA”), and the City of Umatilla (“Recipient”), and amends the Financing Contract, Project Number A17004, dated 15 November 2016 (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to extend the time to complete the project and to increase the amount of the loan due to the unanticipated need to redesign a portion of the project.

The parties agree as follows:

1. Amend the following Key Terms in Section 1 of the Contract as follows (deletion in ~~striketrough~~; addition in double underline):

“Estimated Project Cost” means ~~\$403,000~~ \$444,816.

“Loan Amount” means ~~\$403,000~~ \$444,816.

“Project Completion Deadline” means ~~24 months after the date of this Contract~~ 15 September 2019.

2. Remove Exhibit D (Project Budget) of the Contract and replace it with the following new Exhibit D:

EXHIBIT D - PROJECT BUDGET

	OBDD IFA Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$281,816	\$0
Survey / Geotech	80,000	0
Environmental & Archeological	35,000	0
Legal and Administration	48,000	0
Total	\$444,816	\$0

IFA will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to IFA the following items, each in form and substance satisfactory to IFA and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as IFA may reasonably require.

SIGNATURE PAGE FOLLOWS

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority



CITY OF UMATILLA

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Mary Dedrick
Mayor of Umatilla

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050

