

**UMATILLA CITY COUNCIL MEETING  
AGENDA  
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882  
OCTOBER 1, 2019  
7:00 PM**

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER'S REPORT**

5.1 CRIS Inc. Service Recognition *No Action Needed*

6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.

7. **CONSENT AGENDA**

7.1 Paid Invoices *Motion to approve.*

7.2 Resolution No. 10-2020 - A Resolution Authorizing the Mayor and City Manager to Sign Amendment No. 3 to Intergovernmental Agreement No. 28480 Between the City of Umatilla and the Oregon Department of Transportation. *The City of Umatilla entered into an intergovernmental agreement with the Oregon Department of Transportation (ODOT) in 2012 for the completion of the 6th Street Project. This Amendment increases the overall project cost from \$5,980,094 to \$6,837,151.*

*Suggested Action: Motion for approval of Resolution No. 10-2020*

7.3 August Court Report *Motion to approve.*

7.4 August 6, 2019 Minutes *Approve*

7.5 August 20, 2019 Minutes *Approve*

8. **PUBLIC HEARING**

9. **NEW BUSINESS**

- 9.1 Library Board *Accept resignation and declare a vacancy*
- 9.2 A Resolution to Accept a Local Government Grant from the Oregon Parks and Recreation Department for the City of Umatilla's Master Park Plan and Delegate Authority to the City Manager to Sign the Agreement and Any Future Amendments. *Motion to approve as presented.*
- 9.3 A Resolution to Accept Award of a Local Government Grant from the Oregon Parks and Recreation Department for Development of a Restroom Facility at Kiwanis Park and Delegate Authority to the City Manager to Sign the Agreement and Any Future Amendments. *Motion to approve as presented*

10. **PUBLIC COMMENT**

11. **DISCUSSION ITEMS**

12. **ADJOURN TO EXECUTIVE SESSION**

- 12.1 To conduct deliberation with person(s) you have designated to negotiate real property transaction ORS 192.600(2)(e) *Discussion*
- 12.2 To conduct deliberation with person(s) you have designated to negotiate real property transaction ORS 192.600(2)(e) *Discussion*

13. **RECONVENE**

14. **MAYOR'S MESSAGE**

15. **COUNCIL INFORMATION & DISCUSSION**

16. **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.*

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

CRIS Inc. Service Recognition

**Meeting Date:**

2019-10-01

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

N/A

**Amount Budgeted:**

N/A

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

N/A

**Attachments to Agenda Packet Item:**

**Summary Statement:**

No Action Needed

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

Report Criteria:  
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>9</b>							
9	A Plus Connectors	198857	Sewer Maintenance	09/09/19	65.30	43886	09/23/19
Total 9:					65.30		
<b>13</b>							
13	A-1 Industrial Hose & Supply	143330	Water Dept Maintenance	09/11/19	99.88	43887	09/23/19
		146757	Vac Truck-WW Equipment	08/19/19	180.68	43786	09/10/19
		151587	Supplies for Water Dept	09/19/19	408.98	43887	09/23/19
Total 13:					689.54		
<b>40</b>							
40	AgSource Laboratories	REFUNDSE	Final Billing	09/06/19	327.39	43787	09/10/19
Total 40:					327.39		
<b>102</b>							
102	Aramark Uniform Services, Inc.	864109304	Police Mats	08/15/19	194.05	43788	09/10/19
		864109306	Mats & Towels	08/15/19	132.03	43788	09/10/19
		864129098	Police Mats	08/29/19	194.05	43788	09/10/19
		864129100	Mats & Towels	08/29/19	132.03	43788	09/10/19
Total 102:					652.16		
<b>148</b>							
148	Banner Bank Mastercard	0268SEPT19	Lunch Meeting Senator Hansell	08/25/19	31.91	43789	09/10/19
		0715SEPT19	ASE Certification C.Horn	08/27/19	174.75	43789	09/10/19
		0715SEPT19	ASE Certification C.Horn	08/27/19	174.75	43789	09/10/19
		0715SEPT19	ASE Certification C.Horn	08/27/19	174.75	43789	09/10/19
		0715SEPT19	ASE Certification C.Horn	08/27/19	174.75	43789	09/10/19
		0715SEPT19	Public Works Luncheons	08/27/19	40.14	43789	09/10/19
		0715SEPT19	Public Works Luncheons	08/27/19	51.58	43789	09/10/19
		0715SEPT19	Employee Safety Meeting	08/27/19	31.30	43789	09/10/19
		0715SEPT19	Employee Safety Meeting	08/27/19	31.30	43789	09/10/19
		0715SEPT19	Employee Safety Meeting	08/27/19	31.30	43789	09/10/19
		0715SEPT19	Employee Safety Meeting	08/27/19	31.30	43789	09/10/19
		0715SEPT19	Credit on Previous Bill	08/27/19	1.14-	43789	09/10/19
		2217AUG19	Police Dept Supplies/First Aid	08/25/19	769.94	43789	09/10/19
		2217AUG19	Transunion	08/25/19	50.00	43789	09/10/19
		2217AUG19	Training Hotel - Police CIS	08/25/19	632.58	43789	09/10/19
		2217AUG19	Front Desk Safety & Security Training	08/25/19	198.00	43789	09/10/19
		2217AUG19	Interview Meal	08/25/19	36.75	43789	09/10/19
		2217AUG19	Clothing Allowance - Claustor	08/25/19	155.00	43789	09/10/19
		2217AUG19	OCEA Membership - Huxel	08/25/19	75.00	43789	09/10/19
		2217AUG19	Drug Free Promotional				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Items	08/25/19	322.99	43789	09/10/19
		2217AUG19	Mounting Accessories - Body Cams	08/25/19	224.55	43789	09/10/19
		2217AUG19	Uniform Allowance	08/25/19	150.31	43789	09/10/19
		2217AUG19	DMV Registration Durango	08/25/19	122.50	43789	09/10/19
		2217AUG19	Police Dept - Keyboard/Sound Bar	08/25/19	55.46	43789	09/10/19
		3132SEPT19	Water Maintenance - Block Heater for Generator	08/25/19	158.20	43789	09/10/19
		3132SEPT19	Clothing Allowance Scheel	08/25/19	39.99	43789	09/10/19
		3132SEPT19	Clothing Allowance Scheel	08/25/19	39.99	43789	09/10/19
		3132SEPT19	Clothing Allowance Scheel	08/25/19	39.99	43789	09/10/19
		3132SEPT19		08/25/19	39.97	43789	09/10/19
		3132SEPT19	Fuel to water training	08/25/19	54.79	43789	09/10/19
		3132SEPT19	Hotel Water Training	08/25/19	1,716.82	43789	09/10/19
		3488AUG19	Surface Carrying Bag	08/25/19	29.99	43789	09/10/19
		3488AUG19	Survey Monkey	08/25/19	37.00	43789	09/10/19
		3488AUG19	Movies in the Park License	08/25/19	837.00	43789	09/10/19
		3488AUG19	Umatilla County Trail Meeting Lunch	08/25/19	9.00	43789	09/10/19
		3488AUG19	Family Fun Day Supplies	08/25/19	672.19	43789	09/10/19
		3488AUG19	Recreation Supplies	08/25/19	55.98	43789	09/10/19
		3488AUG19	City Promotional Supplies	08/25/19	1,407.47	43789	09/10/19
		3488AUG19	Intern Going Away Lunch	08/25/19	9.50	43789	09/10/19
		3488AUG19	Ink Water Dept Printer	08/25/19	64.49	43789	09/10/19
		5919SEPT19	Adobe Photography Plan	08/25/19	119.88	43789	09/10/19
		5919SEPT19	Lunch Meeting Senator Hansell	08/25/19	38.84	43789	09/10/19
		5919SEPT19	July Advertising Library Aide	08/25/19	123.11	43789	09/10/19
		5919SEPT19	Marina Boat Registration	08/25/19	50.00	43789	09/10/19
		7017SEPT19	WW Lab Supplies	08/25/19	268.99	43885	09/12/19
		7017SEPT19	Fuel for the Tahoe	08/25/19	60.19	43885	09/12/19
		7017SEPT19	Employee Handbook: Critical Issues Training	08/25/19	44.70	43885	09/12/19
		7017SEPT19	Employee Handbooks: Critical Issues Training	08/25/19	52.15	43885	09/12/19
		7017SEPT19	Employee Handbook: Critical Issues Training	08/25/19	52.15	43885	09/12/19
		7017SEPT19	Warranty for Dave's Wardrobe	08/25/19	16.87	43885	09/12/19
		7017SEPT19	Garbage Bags for Parks	08/25/19	96.78	43885	09/12/19
		7017SEPT19	Laptop bags for Council Surface	08/25/19	138.93	43885	09/12/19
		7017SEPT19	Wardrobe for Dave's Office	08/25/19	162.29	43885	09/12/19
		7017SEPT19	Toilet Paper for City Hall Dispensers	08/25/19	111.30	43885	09/12/19
		7017SEPT19	Credit of Fuel Purchase	08/25/19	60-	43885	09/12/19
		8522AUG19	Kiwanis Club Luncheon	08/25/19	31.23	43789	09/10/19
		8522AUG19	Economic Summit Dinner	08/25/19	36.90	43789	09/10/19
		8522AUG19	Goal 9 Meeting Refreshments	08/25/19	27.27	43789	09/10/19
		8522AUG19	APA Membership Mabbott	08/25/19	456.00	43789	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8522AUG19	Fuel Chrysler	08/25/19	50.91	43789	09/10/19
		8522AUG19	HID Luncheon	08/25/19	53.85	43789	09/10/19
		8522AUG19	Malheur News Online Subscription	08/25/19	5.00	43789	09/10/19
		8522AUG19	Go to Meeting Fee	08/25/19	228.00	43789	09/10/19
		8522AUG19	Business Oregon Luncheon	08/25/19	14.95	43789	09/10/19
		8522AUG19	Associate Planner Training	08/25/19	250.00	43789	09/10/19
		8522AUG19	OAPA Network Meeting	08/25/19	30.98	43789	09/10/19
	Total 148:				11,472.81		
<b>155</b>							
155	Barnett & Moro, P.C.	2019-1	Annual Audit	09/20/19	9,000.00	43888	09/23/19
	Total 155:				9,000.00		
<b>294</b>							
294	Buttercreek Sod, LLC	2017-902	Sod for cemetery	08/23/19	15.00	43792	09/10/19
	Total 294:				15.00		
<b>320</b>							
320	Canon Solutions America, Inc	4030230102	COPIER MAINTENANCE	08/24/19	44.82	43793	09/10/19
		4030245950	COPIER MAINTENANCE	09/27/19	338.08	43793	09/10/19
	Total 320:				382.90		
<b>351</b>							
351	Cascade Natural Gas Corp.	0001AUG201	Natural Gas-1205 W 3rd St.	08/26/19	22.45	43794	09/10/19
		0006SEPT20	Natural Gas-700 6th st.	08/26/19	3.74	43794	09/10/19
		0006SEPT20	Natural Gas-700 6th st.	08/26/19	3.74	43794	09/10/19
		0006SEPT20	700 6th St.	08/26/19	3.73	43794	09/10/19
		0007SEPT20	Natural Gas-82959 Draper Rd.	08/26/19	11.21	43794	09/10/19
		5627AUG201	Natural Gas-822 6th St.	08/26/19	13.58	43794	09/10/19
		9927SEPT20	Natural Gas-830 6th St.	08/26/19	10.63	43794	09/10/19
	Total 351:				69.08		
<b>362</b>							
362	Center Point Large Print	1718099	Large Print Books for Library	09/01/19	140.22	43890	09/23/19
	Total 362:				140.22		
<b>367</b>							
367	CenturyLink	0453AUG19	Police Dept T31 Line	08/25/19	188.32	43795	09/10/19
	Total 367:				188.32		
<b>418</b>							
418	Coffey, Tisa	TRAVELREI	OCEA Fall Conference	09/23/19	297.30	43891	09/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 418:					297.30		
<b>427</b>							
427	Columbia Harvest Foods	2000SEPT	Meeting and Event Supplies	09/01/19	80.00	43892	09/23/19
Total 427:					80.00		
<b>435</b>							
435	Commercial Tire	245096	Tires-Street Dept 2008 F-205	08/07/19	1,271.91	43893	09/23/19
		245673	Repair Gator Tire	08/22/19	16.95	43797	09/10/19
Total 435:					1,288.86		
<b>439</b>							
439	Concrete Special Ties, Inc.	47475	Concrete Supplies-Kiwanis Basketball Cour	08/27/19	3.66	43894	09/23/19
		47496	Credit-Kiwanis Basketball	08/28/19	2.20	43894	09/23/19
		47497	Kiwanis Basketball	08/28/19	2.22	43894	09/23/19
Total 439:					3.68		
<b>480</b>							
480	CRIS Inc.	083119-M	Contract Service Agreement	08/31/19	12,500.00	43798	09/10/19
		083119-M	Marina Office Supplies	08/31/19	48.15	43798	09/10/19
Total 480:					12,548.15		
<b>482</b>							
482	Crosby, Darwin	CKREQAUG	Moorage Refund - Slip Released	08/28/19	229.72	43799	09/10/19
Total 482:					229.72		
<b>484</b>							
484	Crown Paper & Janitorial	268597	Marina - Janitorial Supplies	09/11/19	89.95	43895	09/23/19
Total 484:					89.95		
<b>487</b>							
487	Crystal Clear Ice, LLC	23-900462	Ice for Marina Resale	08/22/19	78.75	43800	09/10/19
		23-900535	Ice for Marina Resale	08/29/19	26.25	43800	09/10/19
		23-900604	Ice for Marina Resale	09/06/19	87.50	43896	09/23/19
		23-900672	Ice for Marina Resale	09/13/19	52.50	43896	09/23/19
Total 487:					245.00		
<b>488</b>							
488	Crystal Springs	9262940082	Water for Police Department	08/13/19	36.98	43801	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 488:					36.98		
<b>550</b>							
550	DEQ - Water Quality Division	WQ20DOM-0	Annual Compliance Fee	09/05/19	3,571.00	43897	09/23/19
Total 550:					3,571.00		
<b>607</b>							
607	Ducote Consulting	1325	IOF - Lind Rd Environmental	08/30/19	1,760.00	43802	09/10/19
Total 607:					1,760.00		
<b>609</b>							
609	Duke's Auto Plus	12329	Dump Truck Repairs	08/15/19	1,200.00	43803	09/10/19
		12367	Police Dept Vehicle Service	09/03/19	65.00	43803	09/10/19
		12398	Oil Change	09/13/19	65.00	43898	09/23/19
		12400	Wiper Blades	09/16/19	38.00	43898	09/23/19
Total 609:					1,368.00		
<b>622</b>							
622	Dynamic Computer Consulting, I	14839	Computer & Network Services	06/30/19	242.50	43899	09/23/19
		15023	Computer & Network Services	07/31/19	242.50	43899	09/23/19
Total 622:					485.00		
<b>629</b>							
629	EASTERN OREGON BUSINES	359	PUBLIC RELATIONS PLAN	08/28/19	900.00	43804	09/10/19
Total 629:					900.00		
<b>635</b>							
635	Eastern Oregon Telecom, LLC	8743SEPT20	Marina Internet	09/01/19	277.95	43900	09/23/19
		8743SEPT20	City Hall Internet	09/01/19	371.41	43900	09/23/19
		8743SEPT20	Library Internet	09/01/19	299.97	43900	09/23/19
		8743SEPT20	Police Dept. Internet	09/01/19	273.62	43900	09/23/19
		8743SEPT20	Shop Internet	09/01/19	63.57	43900	09/23/19
		8743SEPT20	Sewer Internet	09/01/19	336.04	43900	09/23/19
		8743SEPT20	Internet Credit	09/01/19	25.00	43900	09/23/19
Total 635:					1,597.56		
<b>720</b>							
720	FERGUSON WATERWORKS #	0801604	Sewer Maintenance	08/22/19	130.00	43806	09/10/19
Total 720:					130.00		



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>856</b>							
856	Gotcha Covered	137719	Cleaning Services	09/01/19	443.84	43808	09/10/19
		137719	Cleaning Services	09/01/19	383.98	43808	09/10/19
		137719	Cleaning Services	09/01/19	383.98	43808	09/10/19
		137719	Cleaning Services	09/01/19	248.20	43808	09/10/19
Total 856:					1,460.00		
<b>862</b>							
862	Grainger Inc.	9269200235	Sewer Maintenance	08/20/19	21.13	43809	09/10/19
Total 862:					21.13		
<b>863</b>							
863	GRANICUS	116976	Online Training	08/03/19	1,350.00	43810	09/10/19
Total 863:					1,350.00		
<b>864</b>							
864	Granite Construction Company	1660748	Paving & Supplies	09/04/19	233.60	43904	09/23/19
		1660840	Paving & Supplies	09/05/19	182.40	43904	09/23/19
Total 864:					416.00		
<b>960</b>							
960	Heller & Sons Dist., Inc.	16880SEPT1	Police Dept Fuel	08/31/19	2,440.54	43905	09/23/19
		16881SEPT1	Gas for Public Works Vehicles	08/31/19	840.15	43905	09/23/19
		16881SEPT1	Gas for Public Works Vehicles	08/31/19	1,371.41	43905	09/23/19
		16881SEPT1	Gas for Public Works Vehicles	08/31/19	543.62	43905	09/23/19
		16881SEPT1	Gas for Public Works Vehicles	08/31/19	1,363.18	43905	09/23/19
		6979SEPT20	Marina Fuel	08/31/19	5,382.00	43905	09/23/19
Total 960:					11,940.90		
<b>966</b>							
966	Hermiston Auto Parts, Inc.	590755	Supplies	08/09/19	6.29	43906	09/23/19
		590832	Oil Filters	08/12/19	31.14	43906	09/23/19
		590862	impact socket	08/13/19	12.99	43906	09/23/19
		590879	Evap Canister	08/13/19	182.27	43906	09/23/19
		590880	oxygen sensor	08/13/19	62.69	43906	09/23/19
		590891	F L Hose	08/13/19	3.90	43906	09/23/19
		590909	Supplies	08/14/19	84.53	43906	09/23/19
		591005	Battery	08/15/19	9.99	43906	09/23/19
		591077	cable tie	08/16/19	2.61	43906	09/23/19
		591240	WWTP Maint.	08/21/19	10.65	43906	09/23/19
		591328	core Deposit	08/22/19	49.50-	43906	09/23/19
		591369	Supplies	08/23/19	6.99	43906	09/23/19
		591377	Supplies	08/23/19	7.91	43906	09/23/19
		591591	2004 Chevy 20	08/29/19	173.11	43906	09/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		591637	code enforcement truck	08/30/19	78.18	43906	09/23/19
		803115	Starter	08/22/19	198.33	43906	09/23/19
		803839	code enforcement truck	08/30/19	60.99	43906	09/23/19
	Total 966:				883.07		
<b>980</b>							
980	Hermiston Quicky Lube	449075	Oil Change	08/20/19	59.85	43812	09/10/19
		450406	Oil Change	09/10/19	37.95	43907	09/23/19
		450772	Oil Change	09/16/19	43.95	43907	09/23/19
	Total 980:				141.75		
<b>994</b>							
994	High Performance Signs	23720	Installed City Logo on Boat	09/10/19	135.00	43908	09/23/19
	Total 994:				135.00		
<b>1012</b>							
1012	Home Depot Credit Services	4100981	Kiwanis Park Irrigation	08/07/19	244.64	43815	09/10/19
		5040605	Sign for Walking Bridge	08/06/19	19.84	43815	09/10/19
		7032587	Shop Supplies	07/25/19	115.47	43815	09/10/19
		7122787	Marina LED Lights	08/14/19	23.88	43815	09/10/19
	Total 1012:				403.83		
<b>1024</b>							
1024	HORN,ESMERALDA	NRPA BALTI	NRPA Baltimore	09/06/19	319.50	43816	09/10/19
	Total 1024:				319.50		
<b>1030</b>							
1030	House of Mowers	12716THST	Final Biling-Utilities	09/19/19	40.17	43909	09/23/19
	Total 1030:				40.17		
<b>1034</b>							
1034	HRA VEBA Trust Contributions	FOUTZHER	FUND Foutz	09/18/19	180.00	43910	09/23/19
		FOUTZHER	FUND FOUTZ	09/18/19	20.00	43910	09/23/19
		FOUTZHER	FUND HERNANDEZ	09/18/19	100.00	43910	09/23/19
	Total 1034:				300.00		
<b>1053</b>							
1053	Ince, Melissa	TRAVELREI	LOC Conferene	09/23/19	483.78	43911	09/23/19
	Total 1053:				483.78		
<b>1060</b>							
1060	Ingram	41204598	Library Books	08/02/19	116.92	43820	09/10/19
		41248183	Library Books	08/06/19	15.79	43820	09/10/19
		41254492	Library Books	08/06/19	16.80	43820	09/10/19
		41254493	Library Books	08/06/19	16.80	43820	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		41254494	Library Books	08/06/19	33.59	43820	09/10/19
		41296179	Library Books	08/08/19	15.59	43820	09/10/19
		41312759	Library Books	08/09/19	17.40	43820	09/10/19
		41360250	Library Books	08/13/19	24.58	43820	09/10/19
		41405283	Library Books	08/15/19	24.00	43820	09/10/19
		41405284	Board Game	08/15/19	10.99	43820	09/10/19
		41476299	Library Books	08/20/19	33.59	43820	09/10/19
		41612904	Library Books	08/27/19	16.19	43820	09/10/19
		41612905	Library Books	08/27/19	16.77	43820	09/10/19
Total 1060:					359.01		
<b>1068</b>							
1068	Intermountain ESD	525P019612	RV Space Layout Brochure	09/13/19	386.55	43912	09/23/19
		598T065042	surface cases for Council/Mayor tablets	09/06/19	271.67	43821	09/10/19
		598T065105	surface Arc Mouse-3	09/10/19	74.79	43912	09/23/19
		598T065105	surface Arc Mouse-3	09/10/19	112.19	43912	09/23/19
		598T065105	surface Arc Mouse-3	09/10/19	37.39	43912	09/23/19
		598T065162	Webcam for community development	09/15/19	21.95	43912	09/23/19
		598T065163	Library Printer	09/16/19	285.32	43912	09/23/19
		598T065164	Chromebook for Library	09/16/19	159.00	43912	09/23/19
Total 1068:					1,348.86		
<b>1089</b>							
1089	J U B Engineers, Inc.	127997	IOF - Lind Rd Improvements	09/09/19	1,061.77	43822	09/10/19
Total 1089:					1,061.77		
<b>1099</b>							
1099	James C. Fulper dba Health Opt	85236	Police Physicals	08/15/19	231.00	43823	09/10/19
Total 1099:					231.00		
<b>1108</b>							
1108	JESSE RODRIGUEZ CONSTR	IWW PAY RE	Industrial Discharge Project Payment 1	08/28/19	505,947.03	43824	09/10/19
Total 1108:					505,947.03		
<b>1112</b>							
1112	Jimmy's Johns Portable Toilets L	9805	Marina & RV Park - 2 Units	09/01/19	185.00	43825	09/10/19
Total 1112:					185.00		
<b>1142</b>							
1142	Jordan Ramis PC	161805	Legal Services - South Hill Industrial	08/30/19	6,783.70	43829	09/10/19
		161805	Legal Services - IWW Agreements	08/30/19	7,191.80	43829	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1142:					13,975.50		
<b>1172</b>							
1172	KEITH, MARK	AUGUST201	Slip released-moorage refund	08/22/19	272.50	43830	09/10/19
Total 1172:					272.50		
<b>1189</b>							
1189	KIE Supply Corp	2010850	Irrigation Repair	08/19/19	38.91	43915	09/23/19
		2011259	Hunter Battery op controller	08/26/19	92.69	43915	09/23/19
		2011893	Sewer supplies	09/09/19	21.09	43915	09/23/19
		2011893-01	Sewer supplies	09/09/19	167.20	43915	09/23/19
		2012160	Sprinkler Parts	09/13/19	36.86	43915	09/23/19
Total 1189:					356.75		
<b>1201</b>							
1201	Knowbuddy Resources	ARU0288582	Books for Library	09/04/19	73.85	43831	09/10/19
Total 1201:					73.85		
<b>1211</b>							
1211	Krogh, Theresa	AUG2019	Weddings	08/31/19	100.00	43832	09/10/19
Total 1211:					100.00		
<b>1221</b>							
1221	Kuo Testing Labs, Inc.	19I0104	Marina Water Testing	09/13/19	51.00	43916	09/23/19
		UMA1908-13	TRCI Lab Tests TBR	08/21/19	76.85	43833	09/10/19
		UMA1908-75	Water Testing	08/30/19	76.85	43916	09/23/19
		UMA-W4480	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4481	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4484	Water Testing-Amazon	09/13/19	58.35	43916	09/23/19
		UMA-W4485	Water Testing-Amazon	09/13/19	58.35	43916	09/23/19
		UMA-W4487	Water Testing-Amazon	09/13/19	58.35	43916	09/23/19
		UMA-W4489	Water Testing-Amazon	09/13/19	58.35	43916	09/23/19
		UMA-W4490	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4491	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4493	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4495	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4496	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
		UMA-W4498	Water Testing-Amazon	09/13/19	47.45	43916	09/23/19
Total 1221:					817.70		
<b>1226</b>							
1226	L.N. Curtis and Sons	INV311496	Uniforms for Hector & Itzel	08/23/19	235.54	43917	09/23/19
		INV313570	Uniform for Hector & Itzel	08/29/19	260.10	43917	09/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1226:					495.64		
<b>1257</b>							
1257	LEHR	SI33304	OUTFIT POLICE VEHICLE	08/13/19	533.78	43918	09/23/19
		SI33305	OUTFIT POLICE VEHICLE	08/13/19	51.00	43918	09/23/19
		SI33314	OUTFIT POLICE VEHICLE	08/13/19	59.70	43918	09/23/19
Total 1257:					644.48		
<b>1268</b>							
1268	Lexipol LLC	30623	Law Enf Policy Manual Updates	09/01/19	4,368.00	43834	09/10/19
Total 1268:					4,368.00		
<b>1272</b>							
1272	Life Flight Network Foundation	HERNANDE	Life Flight Membership	08/22/19	50.00	43835	09/10/19
Total 1272:					50.00		
<b>1297</b>							
1297	Lohman, Jason	REIMBCKSE	Water Distribution Operator -Class II Exam	09/16/19	100.00	43919	09/23/19
Total 1297:					100.00		
<b>1329</b>							
1329	MABBOTT, TAMRA	CKREQSEP	Travel for Meeting	09/13/19	118.85	43920	09/23/19
Total 1329:					118.85		
<b>1340</b>							
1340	Mail Finance	N7864854	Postage Meter Annual Rental	08/26/19	1.55	43836	09/10/19
		N7864854	Postage Meter Annual Rental	08/26/19	6.19	43836	09/10/19
		N7864854	Postage Meter Annual Rental	08/26/19	6.19	43836	09/10/19
		N7864854	Postage Meter Annual Rental	08/26/19	183.44	43836	09/10/19
		N7864854	Postage Meter Annual Rental	08/26/19	183.44	43836	09/10/19
		N7864854	Postage Meter Annual Rental	08/26/19	6.19	43836	09/10/19
Total 1340:					387.00		
<b>1461</b>							
1461	Mid-American Research Chemic	0673635-IN	Nitrile Gloves	08/22/19	272.48	43837	09/10/19
Total 1461:					272.48		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>1561</b>							
1561	Norco Inc.	27171523	Safety Vest	08/15/19	16.64	43838	09/10/19
		27293384	Cylinder Rental	08/31/19	43.12	43838	09/10/19
		27293384	Cylinder Rental	08/31/19	43.12	43838	09/10/19
Total 1561:					102.88		
<b>1580</b>							
1580	NW Farm Supply Inc.	A207455	Grass seed for kiwanis park & gloves	08/15/19	99.26	43839	09/10/19
		B202217	Black Equipment Trailer	08/12/19	29.69	43839	09/10/19
		B203110	replacement for nozzles for gator/boom	08/30/19	17.98	43839	09/10/19
Total 1580:					146.93		
<b>1590</b>							
1590	OCEA - Oregon Code Enforcem	CONFEREN	Fall Conference-Coffey	09/19/19	200.00	43922	09/23/19
		MEMBERDU	MEMBERSHIP2019-Coffey	07/01/19	75.00	43922	09/23/19
Total 1590:					275.00		
<b>1615</b>							
1615	One Call Concepts, Inc.	9080498	Excavation Notices	08/31/19	76.44	43923	09/23/19
Total 1615:					76.44		
<b>1636</b>							
1636	Oregon Dept of Revenue	AUG2019	State Court Assessments	08/31/19	15,187.45	43840	09/10/19
Total 1636:					15,187.45		
<b>1637</b>							
1637	Oregon Dept of State Lands	ERAUTHORI	ER Authorization for removal of material in water	08/22/19	324.00	43841	09/10/19
Total 1637:					324.00		
<b>1676</b>							
1676	OXARC Inc.	30746213	Hard Hat	08/20/19	21.32	43842	09/10/19
		30751624	Chlorine Cylinders - Intertie	08/27/19	1,235.55	43842	09/10/19
		30751627	Chlorine Cylinders - Golf	08/27/19	630.28	43842	09/10/19
		30751629	Chlorine Cylinders - Port	08/27/19	1,235.55	43842	09/10/19
Total 1676:					3,122.70		
<b>1684</b>							
1684	Pacific Power	0013AUG19	Hwy 395 & 730 Interti Well	08/14/19	4,487.10	43843	09/10/19
		0013SEPT19	Hwy 395&730 Interti Well	09/13/19	5,475.70	43924	09/23/19
		0021SEPT19	McNary Industrial, Disposal Plant, 205 Powerline Rd	08/22/19	7,804.52	43843	09/10/19
		0039SEPT19	Electric Svs-McFarland Well	08/26/19	2,559.72	43843	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0047SEPT19	Electric Svs-McNary Mobil Phase #2	08/28/19	273.21	43843	09/10/19
		0054SEPT19	City Pk Rest Rooms	08/22/19	296.28	43843	09/10/19
		0062AUG19	Shop Complex Umatilla	08/14/19	26.68	43843	09/10/19
		0062SEPT19	Shop Complex Umatilla	09/13/19	26.68	43924	09/23/19
		0070AUG19	8th F SE Corner	08/14/19	31.99	43843	09/10/19
		0070SEPT19	8th & F SE Corner	09/13/19	33.86	43924	09/23/19
		0096SEPT19	6th & A St	08/22/19	17.87	43843	09/10/19
		0104AUGUS	Streetlights	08/19/19	2,307.87	43843	09/10/19
		0112AUG19	800 6th St.	08/14/19	284.50	43843	09/10/19
		0112AUG19	800 6th St.	08/14/19	284.50	43843	09/10/19
		0112AUG19	800 6th St.	08/14/19	284.50	43843	09/10/19
		0112AUG19	800 6th St.	08/14/19	284.49	43843	09/10/19
		0112SEPT19	800 6th St.	09/13/19	62.84	43924	09/23/19
		0112SEPT19	700 6th St.	09/13/19	325.10	43924	09/23/19
		0112SEPT19	700 6th St.	09/13/19	325.10	43924	09/23/19
		0112SEPT19	700 6th St.	09/13/19	325.10	43924	09/23/19
		0120AUG19	632 D St.	08/14/19	757.91	43843	09/10/19
		0120SEPT19	632 D St.	09/13/19	689.77	43924	09/23/19
		0146AUG19	Bud Draper Dr.	08/14/19	5,805.33	43843	09/10/19
		0146SEPT19	Bud Draper Dr.	09/13/19	5,257.39	43924	09/23/19
		0153AUG19	Water Booster Station	08/14/19	4,404.17	43843	09/10/19
		0153SEPT19	Water Booster Station	09/13/19	3,805.31	43924	09/23/19
		0161AUG19	Water Tank Port Umatilla OR	08/14/19	7,738.25	43843	09/10/19
		0161SEPT19	Water Tank Port Umatilla OR	09/13/19	6,783.53	43924	09/23/19
		0179SEPT19	Electric Svs-285 Radar Rd. Boosters	08/27/19	457.38	43843	09/10/19
		0187AUG19	Div 7 Naches Ave Lift	08/14/19	30.56	43843	09/10/19
		0187SEPT19	Div 7 Naches Ave Lift	09/13/19	29.10	43924	09/23/19
		0377SEPT19	Bath House Marina	08/22/19	255.78	43843	09/10/19
		0385SEPT19	Fish Cleaning Station	08/22/19	23.69	43843	09/10/19
		0393SEPT19	West End Comfort Statn	08/22/19	27.44	43843	09/10/19
		0401SEPT19	15 Hp Pump Marina	08/22/19	282.75	43843	09/10/19
		0419SEPT19	Quincy Ave N 2nd @ Marina Umatilla OR	08/22/19	182.90	43843	09/10/19
		0427SEPT19	Marina Park	08/22/19	1,365.90	43843	09/10/19
		0435SEPT19	1710 Quincy St	08/22/19	264.68	43843	09/10/19
		0443AUG19	Umatilla Marina St Lights	08/13/19	185.65	43843	09/10/19
		0443SEPT	Marina Lights	09/12/19	185.65	43924	09/23/19
		0476SEPT19	ABT 30322 HWY 730	08/22/19	25.47	43843	09/10/19
		0500AUG19	129 Walla Walla St.	08/14/19	24.42	43843	09/10/19
		0500SEPT19	129 Walla Walla St.	09/13/19	26.72	43924	09/23/19

Total 1684:

64,127.36

**1715**

1715	Pea Ridge Embroidery	35233	Clothing Allowance-Scott Coleman	05/16/19	63.12	43925	09/23/19
		35233	Clothing Allowance-Scott Coleman	05/16/19	63.11	43925	09/23/19
		35233	Clothing Allowance-Scott Coleman	05/16/19	63.11	43925	09/23/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		35233	Clothing Allowance-Scott Coleman	05/16/19	63.11	43925	09/23/19
		35688	Public Works Promotional Hats	09/03/19	367.23	43844	09/10/19
		35688	Public Works Promotional Hats	09/03/19	367.23	43844	09/10/19
		35696	Shirts for Jacob Foutz	09/03/19	67.44	43925	09/23/19
Total 1715:					1,054.35		
<b>1755</b>							
1755	Pioneer Const & Pendleton Rea	462982	Street Maintenance	08/16/19	278.93	43845	09/10/19
Total 1755:					278.93		
<b>1763</b>							
1763	Platt	V983000	Police Dept Building Maint.	08/29/19	59.70	43926	09/23/19
		X071167	water dept maint. supplies	09/12/19	17.70	43926	09/23/19
Total 1763:					77.40		
<b>1791</b>							
1791	PRO RENTAL & SALES, INC.	22-1101066	Roller for Filling Pot Holes	09/11/19	464.21	43927	09/23/19
Total 1791:					464.21		
<b>1804</b>							
1804	Psych Services of Pendleton	HERNANDE	Psych Eval New Police Recruits	08/21/19	550.00	43846	09/10/19
Total 1804:					550.00		
<b>1818</b>							
1818	Quill Corporation	9368054	Office Supplies	08/09/19	81.84	43847	09/10/19
		9368054	Office Supplies	08/09/19	16.26	43847	09/10/19
		9368054	Office Supplies	08/09/19	32.79	43847	09/10/19
		9368054	Office Supplies	08/09/19	49.05	43847	09/10/19
		9368054	Office Supplies	08/09/19	49.05	43847	09/10/19
		9368054	Office Supplies	08/09/19	32.79	43847	09/10/19
		9368054	Office Supplies	08/09/19	4.80	43847	09/10/19
		9406830	Office Supplies	08/12/19	31.30	43847	09/10/19
		9406830	Office Supplies	08/12/19	6.22	43847	09/10/19
		9406830	Office Supplies	08/12/19	12.54	43847	09/10/19
		9406830	Office Supplies	08/12/19	18.76	43847	09/10/19
		9406830	Office Supplies	08/12/19	18.76	43847	09/10/19
		9406830	Office Supplies	08/12/19	12.54	43847	09/10/19
		9406830	Office Supplies	08/12/19	1.85	43847	09/10/19
		9447711	Office Supplies	08/13/19	17.19	43847	09/10/19
		9447711	Office Supplies	08/13/19	3.42	43847	09/10/19
		9447711	Office Supplies	08/13/19	6.89	43847	09/10/19
		9447711	Office Supplies	08/13/19	10.30	43847	09/10/19
		9447711	Office Supplies	08/13/19	10.30	43847	09/10/19
		9447711	Office Supplies	08/13/19	6.89	43847	09/10/19



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		9447711	Office Supplies	08/13/19	1.00	43847	09/10/19
		9546373	Office Supplies	08/16/19	17.58	43847	09/10/19
		9546373	Office Supplies	08/16/19	3.49	43847	09/10/19
		9546373	Office Supplies	08/16/19	7.04	43847	09/10/19
		9546373	Office Supplies	08/16/19	10.54	43847	09/10/19
		9546373	Office Supplies	08/16/19	10.54	43847	09/10/19
		9546373	Office Supplies	08/16/19	7.04	43847	09/10/19
		9546373	Office Supplies	08/16/19	1.03	43847	09/10/19
		9827209	Office Supplies	08/28/19	156.28	43928	09/23/19
		9827209	Office Supplies	08/28/19	31.05	43928	09/23/19
		9827209	Office Supplies	08/28/19	62.62	43928	09/23/19
		9827209	Office Supplies	08/28/19	93.67	43928	09/23/19
		9827209	Office Supplies	08/28/19	93.67	43928	09/23/19
		9827209	Office Supplies	08/28/19	62.62	43928	09/23/19
		9827209	Office Supplies	08/28/19	9.16	43928	09/23/19
		9827334	Office Supplies	08/28/19	17.50	43847	09/10/19
		9827334	Office Supplies	08/28/19	3.48	43847	09/10/19
		9827334	Office Supplies	08/28/19	7.01	43847	09/10/19
		9827334	Office Supplies	08/28/19	10.49	43847	09/10/19
		9827334	Office Supplies	08/28/19	10.49	43847	09/10/19
		9827334	Office Supplies	08/28/19	7.01	43847	09/10/19
		9827334	Office Supplies	08/28/19	1.01	43847	09/10/19
		9836463	Office Supplies	08/28/19	10.58	43928	09/23/19
		9836463	Office Supplies	08/28/19	2.08	43928	09/23/19
		9836463	Office Supplies	08/28/19	4.20	43928	09/23/19
		9836463	Office Supplies	08/28/19	6.28	43928	09/23/19
		9836463	Office Supplies	08/28/19	6.28	43928	09/23/19
		9836463	Office Supplies	08/28/19	4.20	43928	09/23/19
		9836463	Office Supplies	08/28/19	.61	43928	09/23/19
		9921858	Office Supplies	08/28/19	7.98	43928	09/23/19
		9921858	Office Supplies	08/28/19	1.59	43928	09/23/19
		9921858	Office Supplies	08/28/19	3.20	43928	09/23/19
		9921858	Office Supplies	08/28/19	4.78	43928	09/23/19
		9921858	Office Supplies	08/28/19	4.78	43928	09/23/19
		9921858	Office Supplies	08/28/19	3.20	43928	09/23/19
		9921858	Office Supplies	08/28/19	.46	43928	09/23/19
		9989591	Office Supplies	09/05/19	45.88	43928	09/23/19
		9989591	Office Supplies	09/05/19	9.12	43928	09/23/19
		9989591	Office Supplies	09/05/19	18.38	43928	09/23/19
		9989591	Office Supplies	09/05/19	27.50	43928	09/23/19
		9989591	Office Supplies	09/05/19	27.50	43928	09/23/19
		9989591	Office Supplies	09/05/19	18.38	43928	09/23/19
		9989591	Office Supplies	09/05/19	2.68	43928	09/23/19
Total 1818:					1,257.52		
<b>1846</b>							
1846	RDO Equipment Co.	P76988	John Deere Mower Parts	08/14/19	9.71	43848	09/10/19
Total 1846:					9.71		
<b>1849</b>							
1849	Recorded Books, LLC	76502262	Books on Tape for Library	08/21/19	157.49	43849	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1849:					157.49		
<b>1912</b>							
1912	Ross Machine & Steel Sales, Inc	I51244	Nugent Bathroom	09/11/19	79.65	43929	09/23/19
Total 1912:					79.65		
<b>1940</b>							
1940	SANDOVAL, NANCI	NRPA2019	NRPA Baltimore	09/06/19	319.50	43852	09/10/19
		OAMR2019	OAMR Conference	09/06/19	213.50	43852	09/10/19
		REIMBSEPT	OAMR Donations	09/19/19	52.86	43930	09/23/19
Total 1940:					585.86		
<b>1943</b>							
1943	Sanitary Disposal, Inc.	561360	Slam Dunk the Junk	09/12/19	1,213.71	43931	09/23/19
		AUG19	Refuse Collection	08/31/19	53,917.06	43853	09/10/19
		AUG19	Marina Refuse	08/31/19	738.35	43853	09/10/19
		JULY19	Refuse Collection	07/31/19	61,872.76	43853	09/10/19
		JULY19	Marina Refuse	07/31/19	738.35	43853	09/10/19
Total 1943:					118,480.23		
<b>1944</b>							
1944	Sanitary Disposal, Transfer St	JULY19	WWTP Grit	08/28/19	798.44	43854	09/10/19
Total 1944:					798.44		
<b>1981</b>							
1981	SEITZ, BRANDON	TRAVELREI	Training in Salem	09/17/19	449.97	43932	09/23/19
Total 1981:					449.97		
<b>2000</b>							
2000	Shelco Electric Inc.	65617	Bud Draper soft start control module replacement	08/21/19	3,002.42	43857	09/10/19
		65667	Bud Draper soft start programming	08/29/19	90.00	43857	09/10/19
		65674	Wastewater lift station repairs	08/30/19	360.00	43857	09/10/19
Total 2000:					3,452.42		
<b>2021</b>							
2021	Simplot Grower Solutions	757114769	Agri Star Gly Star, Roundup Power Max	08/20/19	371.50	43858	09/10/19
		757114829	Summer Green Blend	08/21/19	124.50	43858	09/10/19
Total 2021:					496.00		
<b>2025</b>							
2025	SIMTEK	1496	Sewer Pump Repairs	08/29/19	493.60	43859	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1507	Service Call-Intertie Well	09/09/19	493.60	43934	09/23/19
Total 2025:					987.20		
<b>2038</b>							
2038	SMARSH, INC.	INV0054226	MONTHLY FEE	08/31/19	129.00	43861	09/10/19
Total 2038:					129.00		
<b>2041</b>							
2041	SME Solutions, LLC	283907	Ecology Inspection	08/20/19	363.40	43862	09/10/19
Total 2041:					363.40		
<b>2059</b>							
2059	Smitty's Ace Hardware	609629	Supplies	08/01/19	172.91	43863	09/10/19
		609891	Supplies	08/05/19	37.31	43863	09/10/19
		610073	water dept supplies	08/07/19	80.30	43863	09/10/19
		610181	graffiti removal	08/08/19	66.18	43863	09/10/19
		610249	Supplies-parks	08/09/19	51.11	43863	09/10/19
		610277	measuring wheel	08/09/19	69.99	43863	09/10/19
		610648	paint supplies	08/15/19	45.93	43863	09/10/19
		610861	Cleaning supplies	08/19/19	28.53	43863	09/10/19
		611060	Edgeguard spreader	08/21/19	64.99	43863	09/10/19
		611061	Autocut 25-2	08/21/19	49.98	43863	09/10/19
		611163	Supplies	08/22/19	67.93	43863	09/10/19
		611214	Marking Paint	08/23/19	11.98	43863	09/10/19
		611249	Wasp & Hornet Spray	08/23/19	11.97	43863	09/10/19
		611475	Supplies	08/27/19	73.47	43863	09/10/19
Total 2059:					832.58		
<b>2076</b>							
2076	Specks Printing	7547	Printed Forms and Supplies	08/27/19	36.75	43864	09/10/19
		7547	Printed Forms and Supplies	08/27/19	7.35	43864	09/10/19
		7547	Printed Forms and Supplies	08/27/19	14.70	43864	09/10/19
		7547	Printed Forms and Supplies	08/27/19	2.10	43864	09/10/19
		7547	Printed Forms and Supplies	08/27/19	22.05	43864	09/10/19
		7547	Printed Forms and Supplies	08/27/19	22.05	43864	09/10/19
		7554	Business Cards - Foutz	09/03/19	65.00	43864	09/10/19
Total 2076:					170.00		
<b>2094</b>							
2094	State of Oregon	SANDOVAL2	Notary Renewal - Sandoval	08/30/19	40.00	43865	09/10/19
Total 2094:					40.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2138</b>							
2138	SYNCHRONY BANK/AMAZON	3142AUGUS	Library Books	08/23/19	316.64	43866	09/10/19
		3142AUGUS	Maxtek 7mm slim Black	08/23/19	26.99	43866	09/10/19
		3142SEPT20	Program Supplies	09/20/19	242.47	43935	09/23/19
Total 2138:					586.10		
<b>2141</b>							
2141	Table Rock Analytical Lab	T000626	Coliform drinking water tests	08/25/19	240.00	43936	09/23/19
Total 2141:					240.00		
<b>2148</b>							
2148	Talos Engineering, Inc.	1373	Cellular Texting System	08/30/19	60.00	43937	09/23/19
Total 2148:					60.00		
<b>2184</b>							
2184	The Penworthy Company	0554725-IN	Library Books	08/15/19	100.99	43867	09/10/19
Total 2184:					100.99		
<b>2185</b>							
2185	The Police and Sheriffs Press	124291	Holoview Secure ID Cards	08/20/19	17.55	43868	09/10/19
		124309	Holoview Secure ID Cards	08/19/19	17.55	43868	09/10/19
		124334	Holoview Secure ID Cards	08/20/19	17.55	43868	09/10/19
		124558	Holoview Secure ID Cards	08/27/19	17.55	43868	09/10/19
Total 2185:					70.20		
<b>2214</b>							
2214	Tom Denchel Ford Country	50073231	Blue F205 #21	08/21/19	16.66	43870	09/10/19
Total 2214:					16.66		
<b>2217</b>							
2217	Tonkon Torp, LLP	1589104	SIP Agreement with Umatilla County	08/20/19	2,900.00	43871	09/10/19
Total 2217:					2,900.00		
<b>2227</b>							
2227	Traffic Safety Supply Co.	INV017486	kiwanis pk basketball	08/15/19	1,447.46	43873	09/10/19
		INV018061	Handicap Signs	08/29/19	596.18	43940	09/23/19
		INV018490	No Parking	09/11/19	50.17	43940	09/23/19
Total 2227:					2,093.81		
<b>2273</b>							
2273	Umatilla County Finance Dept	AUG2019	County Court Assessment	08/31/19	2,343.87	43874	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2273:					2,343.87		
<b>2279</b>							
2279	UMATILLA COUNTY SPECIAL	AUGUST162	THERMAL RECEIPT PAPER	08/16/19	19.60	43875	09/10/19
Total 2279:					19.60		
<b>2281</b>							
2281	Umatilla Elect. Coop. Assoc.	0004SEPT19	Lights for Waterfall	08/20/19	32.66	43876	09/10/19
		7800SEPT	Electric	09/01/19	35.02	43942	09/23/19
		7800SEPT	Electric	09/01/19	80.50	43942	09/23/19
		7800SEPT19	5 HP Sewer Pump	08/20/19	40.00	43876	09/10/19
		7800SEPT19	Street Lights	08/20/19	24.45	43876	09/10/19
Total 2281:					212.63		
<b>2293</b>							
2293	Unifirst Corporation	1430246278	Bldg Maint/Supplies CH/Library	07/26/19	35.70	43878	09/10/19
		1430246278	Bldg Maint/Supplies CH/Library	07/26/19	55.31	43878	09/10/19
		1430246278	Bldg Maint/Supplies CH/Library	07/26/19	55.32	43878	09/10/19
		1430247296	Bldg Maint/Supplies CH/Library	08/09/19	48.21	43878	09/10/19
		1430247296	Bldg Maint/Supplies CH/Library	08/09/19	74.69	43878	09/10/19
		1430247296	Bldg Maint/Supplies CH/Library	08/09/19	74.70	43878	09/10/19
		1430247811	Bldg Maint/Supplies CH/Library	08/16/19	39.06	43878	09/10/19
		1430247811	Bldg Maint/Supplies CH/Library	08/16/19	60.51	43878	09/10/19
		1430247811	Bldg Maint/Supplies CH/Library	08/16/19	60.51	43878	09/10/19
		1430248316	Bldg Maint/Supplies CH/Library	08/23/19	39.06	43878	09/10/19
		1430248316	Bldg Maint/Supplies CH/Library	08/23/19	60.51	43878	09/10/19
		1430248316	Bldg Maint/Supplies CH/Library	08/23/19	60.51	43878	09/10/19
		1430248826	Bldg Maint/Supplies CH/Library	08/30/19	39.06	43878	09/10/19
		1430248826	Bldg Maint/Supplies CH/Library	08/30/19	60.51	43878	09/10/19
		1430248826	Bldg Maint/Supplies CH/Library	08/30/19	60.51	43878	09/10/19
		1430249329	Bldg Maint/Supplies CH/Library	09/06/19	81.49	43878	09/10/19
		1430249329	Bldg Maint/Supplies CH/Library	09/06/19	126.24	43878	09/10/19
		1430249329	Bldg Maint/Supplies CH/Library	09/06/19	126.25	43878	09/10/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2293:					1,158.15		
<b>2299</b>							
2299	UNITED RENTALS INC	172573184-0	Equipment Rental	08/16/19	761.28	43879	09/10/19
		173418180-0	Equipment Rental-Roller for Potholes	09/05/19	206.96	43944	09/23/19
Total 2299:					968.24		
<b>2307</b>							
2307	UPS	84WV8339	Fee on Postage for PD	08/17/19	1.13	43880	09/10/19
Total 2307:					1.13		
<b>2311</b>							
2311	US Bank	1455349	Debt Service Payment	08/13/19	245,000.00	43945	09/23/19
		1455349	Debt Service Payment	08/13/19	12,600.00	43945	09/23/19
Total 2311:					257,600.00		
<b>2314</b>							
2314	USA Bluebook Inc.	005110	Public Works Equip	09/10/19	859.21	43946	09/23/19
		995405	Public Works Equip	08/29/19	520.20	43946	09/23/19
		999253	Public Works Equip	09/04/19	1,054.61	43946	09/23/19
Total 2314:					2,434.02		
<b>2337</b>							
2337	Verizon Wireless	9836187799	Cell Phone Administrator	08/15/19	5.00-	43947	09/23/19
		9837266620	Police Department Cell Phones	09/02/19	1,472.96	43947	09/23/19
		9837266620	Public Works Phones	09/02/19	133.35	43947	09/23/19
		9837266620	Public Works Phones	09/02/19	133.35	43947	09/23/19
Total 2337:					1,734.66		
<b>2361</b>							
2361	Walmart Community	5525AUGUS	Planning Supplies	08/16/19	20.34	43882	09/10/19
		5525AUGUS	Rec Program	08/16/19	4.22	43882	09/10/19
		5525AUGUS	Family Fun Day	08/16/19	691.29	43882	09/10/19
		5525AUGUS	misc supplies	08/16/19	9.78	43882	09/10/19
		5525AUGUS	Parks and Rec Program	08/16/19	8.23	43882	09/10/19
		5525AUGUS	Port of Entry Lunch	08/16/19	70.06	43882	09/10/19
Total 2361:					803.92		
<b>2374</b>							
2374	Watch Guard Video	4REINV0009	Police Dept In Car Camera	08/27/19	5,370.00	43948	09/23/19
		4REINV0009	acct credit	08/27/19	294.00-	43948	09/23/19
Total 2374:					5,076.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2402</b>							
2402	Western Systems	27803	Sewer Equipment Maintenance	08/30/19	476.59	43883	09/10/19
Total 2402:					476.59		
<b>2421</b>							
2421	Wildcat Electric, LLC	4728	Trouble shoot and replace ballast	08/22/19	397.24	43884	09/10/19
Total 2421:					397.24		
<b>2541</b>							
2541	FCS Group	3034-219081	SDC/Rate Study	08/23/19	2,432.50	43805	09/10/19
Total 2541:					2,432.50		
<b>2557</b>							
2557	Hermiston Ranch & Home	1480033623	Clothing Allowance - Lohman	08/17/19	311.94	43813	09/10/19
		1480033966	Clothing Allowance - Dyer	08/18/19	299.93	43813	09/10/19
Total 2557:					611.87		
<b>2564</b>							
2564	Rose Hart Pest Control	24553	B & E & H Dock Spider Control	08/23/19	450.00	43851	09/10/19
Total 2564:					450.00		
<b>2574</b>							
2574	The Links	1.036348	Overpaid Business License Fee	07/30/19	60.00	Multiple	Multiple
Total 2574:					60.00		
<b>2589</b>							
2589	Huffman, Chris	011569	Change Order for material change	08/29/19	1,000.00	43819	09/10/19
Total 2589:					1,000.00		
<b>2592</b>							
2592	Johnson Economics	2975	Community Development Study	08/30/19	8,649.00	43826	09/10/19
Total 2592:					8,649.00		
<b>2595</b>							
2595	Johnson, Steve & Jacque	CKREQAUG	Reimburse late fee	08/21/19	20.00	43827	09/10/19
Total 2595:					20.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2596</b>							
2596	Secured Property MGMT	204WENATC	Final Billing-204 Wenatchee St.	08/27/19	122.09	43856	09/10/19
	Total 2596:				122.09		
<b>2597</b>							
2597	Hall, Dennis	CKREQAUG	Slip Release-Moorage Refund	08/28/19	125.87	43811	09/10/19
	Total 2597:				125.87		
<b>2598</b>							
2598	Blackhurst, Travis	415WALLAW	Final Billing	09/06/19	97.30	43791	09/10/19
	Total 2598:				97.30		
<b>2599</b>							
2599	Timken Motor & Crane Services	47970	WWTP Bearing Replacement on Pump	08/27/19	1,570.00	43869	09/10/19
	Total 2599:				1,570.00		
<b>2600</b>							
2600	Schmeits, Alan	79140002	Utility Refund - 164 Rio Senda St	08/29/19	195.99	43855	09/10/19
	Total 2600:				195.99		
<b>2601</b>							
2601	Hottman, Gavin	94050006	Utility Refund 2455 Curlew	09/01/19	40.00	43817	09/10/19
	Total 2601:				40.00		
<b>2602</b>							
2602	Howland, Matt	79128002	Utility Refund 192 Rio Senda	09/01/19	91.53	43818	09/10/19
	Total 2602:				91.53		
<b>2603</b>							
2603	Torres, Sarahi	79200095	Utility Refund 620 Chenowith Ave	09/01/19	160.16	43872	09/10/19
	Total 2603:				160.16		
<b>2604</b>							
2604	Umatilla High School	VIKINGCHA	Viking Champions Membership 2019-20	09/01/19	1,000.00	43877	09/10/19
		YEARBOOK	Yearbook Advertisement	05/21/19	225.00	43943	09/23/19
	Total 2604:				1,225.00		



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2605</b>							
2605	Veliz, Pete	E3	Moorage Refund - Slip Released	09/04/19	85.00	43881	09/10/19
	Total 2605:				85.00		
<b>2606</b>							
2606	Chavez, Josy	LOC2019	LOC Conference Per Diem/Mileage	09/09/19	462.90	43796	09/10/19
	Total 2606:				462.90		
<b>2607</b>							
2607	Garcia, Jose	182310	Court Overpayment	08/31/19	50.00	43807	09/10/19
	Total 2607:				50.00		
<b>2608</b>							
2608	Bender, Tolga	190593	Court Overpayment	08/31/19	5.00	43790	09/10/19
	Total 2608:				5.00		
<b>2609</b>							
2609	Johnson, Timothy	190774	Court Overpayment	08/31/19	15.00	43828	09/10/19
	Total 2609:				15.00		
<b>2610</b>							
2610	Singh, Harminder	191148	Court Overpayment	08/31/19	13.13	43860	09/10/19
	Total 2610:				13.13		
<b>2611</b>							
2611	Rosales, Pablo	191603	Restitution	08/31/19	10.00	43850	09/10/19
	Total 2611:				10.00		
<b>2612</b>							
2612	Hermiston Transportation	2022	Taxi Ticket Redemption	09/07/19	187.00	43814	09/10/19
	Total 2612:				187.00		
<b>2613</b>							
2613	Thacker, Michael	CKREQSEP	Slip Released-Moorage Refund	09/13/19	7.98	43938	09/23/19
	Total 2613:				7.98		
<b>2614</b>							
2614	Carlile, Wanda	143SONEST	Final Billing	09/16/19	58.38	43889	09/23/19
	Total 2614:				58.38		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2615</b>							
2615	Shilhanek, Carol	REIMBCK20	Tuition Reimbursement	09/16/19	219.00	43933	09/23/19
		TRAVELREI	Travel Reimbursement-Caselle Conference	09/20/19	85.64	43933	09/23/19
		TRAVELREI	Travel Reimbursement-Caselle Conference	09/20/19	99.91	43933	09/23/19
		TRAVELREI	Travel Reimbursement-Caselle Conference	09/20/19	99.91	43933	09/23/19
Total 2615:					504.46		
<b>2616</b>							
2616	Weatherell, Benjamin	6208ST2019	Utility Refund	09/18/19	4.02	43949	09/23/19
Total 2616:					4.02		
<b>2617</b>							
2617	George, Anthony and Constance	UTILITYREF	UTILITY REFUND	09/19/19	119.15	43903	09/23/19
Total 2617:					119.15		
<b>2618</b>							
2618	J.B. Brick Company	100	Legos	09/05/19	100.00	43913	09/23/19
Total 2618:					100.00		
<b>2619</b>							
2619	Kennedy, Thalia	TRAVELREI	Caselle Training	09/20/19	267.30	43914	09/23/19
Total 2619:					267.30		
<b>2620</b>							
2620	Funderburk, Corinne	TRAVELREI	Travel Reimbursement-League of Oregon Cities	09/20/19	400.74	43902	09/23/19
Total 2620:					400.74		
<b>2621</b>							
2621	Nelson, Cody	REFUNDSE	Moorage Refund	09/20/19	160.00	43921	09/23/19
Total 2621:					160.00		
<b>2622</b>							
2622	Foutz, Jacob	TRAVELREI	Oregon Planning Procedures Travel Reimbursment	09/23/19	95.70	43901	09/23/19
Total 2622:					95.70		
<b>2623</b>							
2623	Traner, Robert	204WENATC	Utility Reimbursement	09/23/19	26.78	43941	09/23/19
Total 2623:					26.78		

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Grand Totals:					<u>1,109,489.25</u>		

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Report Criteria:  
Detail report type printed

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CITY OF UMATILLA, OREGON  
**AGENDA BILL**

<p><b><u>Agenda Title:</u></b> Resolution No. 10-2020 - A Resolution Authorizing the Mayor and City Manager to Sign Amendment No. 3 to Intergovernmental Agreement No. 28480 Between the City of Umatilla and the Oregon Department of Transportation.</p>	<p><b><u>Meeting Date:</u></b> 2019-10-01</p>
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<p><b><u>Department:</u></b> Finance &amp; Administrative Services</p>	<p><b><u>Director:</u></b> Melissa Ince</p>	<p><b><u>Contact Person:</u></b> Melissa Ince</p>	<p><b><u>Phone Number:</u></b> 541-922-3226x104</p>
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<p><b><u>Cost of Proposal:</u></b> \$662,079</p> <p><b><u>Amount Budgeted:</u></b> \$774,350</p>	<p><b><u>Fund(s) Name and Number(s):</u></b></p>
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<p><b><u>Reviewed by Finance Department:</u></b></p>	<p><b><u>Previously Presented:</u></b> 7/13/12, 9/17/19</p>
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**Attachments to Agenda Packet Item:**

- [RES 10-2020.docx](#)
- [RES 10-2020 28480 Yerxa Amend 03. rev 08 15 19.doc](#)

<p><b><u>Summary Statement:</u></b> The City of Umatilla entered into an intergovernmental agreement with the Oregon Department of Transportation (ODOT) in 2012 for the completion of the 6th Street Project. This Amendment increases the overall project cost from \$5,980,094 to \$6,837,151. Suggested Action: Motion for approval of Resolution No. 10-2020</p>
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<p><b><u>Consistent with Council Goals:</u></b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.</p>
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**RESOLUTION NO. 10-2020**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN  
AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT NO. 28480  
BETWEEN THE CITY OF UMATILLA AND THE OREGON DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, the City of Umatilla entered into an intergovernmental agreement with the Oregon Department of Transportation on July 13, 2012 and signed Amendment No. 2 on March 5, 2019; and

**WHEREAS**, Amendment No. 3 to the Intergovernmental Agreement No. 28480 is intended to increase overall project funding.

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

1. The Mayor and City Manager are authorized to sign Amendment No. 3 to Intergovernmental Agreement No. 28480 on behalf of the City of Umatilla.
2. The Mayor and City Manager are authorized to sign future amendments to this agreement so long as they do not increase the City's overall financial contribution to the project.
3. This authorization is ratified to September 18, 2019.

**PASSED** by the Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of October, 2019.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

**AMENDMENT NUMBER 03  
LOCAL AGENCY AGREEMENT  
FLEXIBLE FUNDS PROGRAM 2011  
6<sup>th</sup> St: Yerxa Ave- Umatilla Bridge (Umatilla)**

This is Amendment No. 03 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **City of Umatilla**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on July 13, 2012, and Amendment 01, May 26, 2017 and Amendment 02 on March 27, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase funding.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **Terms of Agreement, Paragraph 2, Page 2, which reads:**

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

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

2. The total Project cost is estimated at \$6,837,151.27, which is subject to change. The federal amount is \$5,753,550.74. State funds are limited to \$344,616.08. Agency shall be responsible for any Project costs over the State and Federal funding.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Agency/State  
Agreement No. 28480-03

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

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

**CITY OF UMATILLA**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor (or other assigned designee)

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager (or other assigned  
designee)

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**  
Dave Stockdale, City Manager  
City of Umatilla  
PO Box 130  
Umatilla, OR 97882  
(541) 922-3226  
david@umatilla-city

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

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Freight Planning Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Active Transportation Section Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_



CITY OF UMATILLA, OREGON  
**AGENDA BILL**

<b>Agenda Title:</b> August Court Report	<b>Meeting Date:</b> 2019-10-01
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Theresa Krogh	<b>Phone Number:</b> (541) 922-3226
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<b>Cost of Proposal:</b> NA <b>Amount Budgeted:</b> NA	<b>Fund(s) Name and Number(s):</b>
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<b>Reviewed by Finance Department:</b>	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

[Court Report.pdf](#)

<b>Summary Statement:</b> Motion to approve.
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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# Umatilla Municipal Court

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

AUGUST 1, 2019

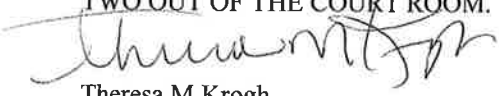
TO: MAYOR MARY DEDRICK  
FROM: THERESA M KROGH , MUNICIPAL JUDGE  
SUBJECT: AUGUST 2019 MONTH END REPORT

<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>
<u>\$ 35,681.62</u>	<u>\$18,048.81</u>	<u>\$ 8.36</u>	<u>\$2,343.87</u>	<u>\$15,187.45</u>
				<u>\$ 93.13</u>

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

18,048.81. TURNOVER HAS DROPPED AND MAY BE FOR A WHILE, DUE TO PORT OF ENTRY BEING CLOSED THE MONTH OF JULY 2019.

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

  
Theresa M Krogh  
Municipal Judge for  
The City of Umatilla

:tmk

CC: COUNCIL

CITY OF UMATILLA, OREGON  
**AGENDA BILL**

**Agenda Title:**

August 6, 2019 Minutes

**Meeting Date:**

2019-10-01

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

Nanci Sandoval

**Phone Number:**

541-922-3226x105

**Cost of Proposal:**

NA

**Amount Budgeted:**

NA

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[CM 08-06-2019.docx](#)

**Summary Statement:**

Approve

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

**CITY OF UMATILLA  
COUNCIL MEETING  
August 06, 2019**

- 1) **MEETING CALLED TO ORDER**
- 2) **ROLL CALL**

**PRESENT:** Mary Dedrick, Leslie Smith, Ashley Wheeler, Roak TenEyck  
**ABSENT:** Michael Roxbury and Corinne Funderburk (both excused)

- 3) **PLEDGE OF ALLEGIANCE**
- 4) **APPROVAL OF AGENDA**

Leslie Smith moved to approve agenda. Ashley Wheeler seconded the motion. Voted: 4 - 0. Motion carried.

- 5) **CITY MANAGER'S REPORT**

Manager Stockdale gave an update on the pedestrian bridge on the Umatilla River. It had officially collapsed and everything running on it was disconnected. City staff was working with OEM, FEMA, and the State to try to get debris out of the river by September. He would continue to keep Council updated on this issue.

Manager Stockdale met with the Port Commissioners in an attempt to strengthen partnerships. They are looking forward to working together and partner on future projects.

Trick-or-Treat on Sixth Street will be happening on October 25. The City has a voting option for themes on the website.

Family Funday will be occurring on August 16 at 3 p.m. followed by a showing of Dumbo.

LOC will be in September 25th - 27th. 3 councilors were confirmed to attend.

- 6) **PUBLIC COMMENT**

Judy Simmons - There would be a showing of meteorites at the Library sponsored by the Museum. The Econolodge donated one free night for the presenter to stay in town. Friday, August 16, 2019 the Museum would be hosting a wine & cheese event.

Kelly Nobles - Thanked the Council for allowing public comment on the agenda. It was an opportunity for citizens to connect with Council.

- 7) **CONSENT AGENDA**

- 7.1 Paid Invoices
- 7.2 Court Report - June
- 7.3 Court Report - July
- 7.4 July 2, 2019 Minutes
- 7.5 July 16, 2019 Minutes

Ashley Wheeler moved to approve Consent agenda items 7.1 July Paid Invoices, 7.2 June Court Report, 7.3 July Court Report, 7.4 July 2, 2019 Minutes and 7.5 July 16, 2016 Minutes. Leslie Smith seconded the motion. Voted: 4 - 0. Motion carried.

**8) NEW BUSINESS**

8.1 Motion to direct City Manager Stockdale to negotiate and procure an option to purchase real property.

Roak TenEyck moved to approve to direct City Manager Stockdale to negotiate and procure an option to purchase real property. Ashley Wheeler seconded the motion. Voted: 4 - 0. Motion carried.

8.2 Motion to direct City Manager Stockdale to negotiate the purchase of real property.

Leslie Smith moved to approve to direct City Manager Stockdale to negotiate the purchase of real property. Ashley Wheeler seconded the motion. Voted: 4 - 0. Motion carried.

8.3 Planning Commission Resignation & Declare a Vacancy

Roak TenEyck moved to approve the resignation from Craig Simson and declare a vacancy. Applications were due August 15 by noon. Leslie Smith seconded the motion. Voted: 4 - 0. Motion carried.

**9) PUBLIC COMMENT**

Sam Nobles - Shared a story about the Great Daylight Fireball meteor that he witnessed on August 10, 1972. He tied it in with the event the Museum was helping the Library with putting together.

**10) MAYOR'S MESSAGE**

Mayor Dedrick thanked everyone for coming. She thanked staff for all their hard work. Tara from CTUIR had contacted her and she was hoping to schedule a meeting.

**11) COUNCIL INFORMATION & DISCUSSION**

Councilor TenEyck thanked Craig Simson for his dedication to the Planning Commission.

**12) ADJOURN**

Leslie Smith moved to adjourn. Ashley Wheeler seconded the motion. Voted: 4 - 0. Motion carried. Meeting adjourned at 7:33 p.m.

---

Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON  
**AGENDA BILL**

**Agenda Title:**

August 20, 2019 Minutes

**Meeting Date:**

2019-10-01

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

Nanci Sandoval

**Phone Number:**

5419223226x105

**Cost of Proposal:**

NA

**Amount Budgeted:**

NA

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[CM 08-20-2019.docx](#)

**Summary Statement:**

Approve

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

**CITY OF UMATILLA  
COUNCIL MEETING  
August 20, 2019**

**1) MEETING CALLED TO ORDER**

Mayor Dedrick called the meeting to order at 6:00 p.m.

**2) ROLL CALL**

**PRESENT:** Mary Dedrick Corinne Funderburk, Michael Roxbury (arrived at 6:21 p.m.), Ashley Wheeler, Josy Chavez, and Roak TenEyck

**ABSENT:** Leslie Smith (excused).

**3) PLEDGE OF ALLEGIANCE**

**4) CITY MANAGER REPORT**

4.a Finance Department Quarterly Report - 4th Quarter 2018-19

Finance & Administrative Services Director Ince gave a brief overview of her quarterly report.

4.b Community Development Department Quarterly Report 4th Qtr FY 18-19

Community Development Director Mabbott went over her quarterly report with Council.

4.c Public Works Quarterly Report

Public Works Director Coleman stated the crew was working on patching potholes and would continue to work on those until the colder weather hits. Their main focus was trying to patch up the areas around the schools. He expressed his concern about getting the bridge debris out of the river by September. They were working on a game plan, but it would be a long process. The IWW was getting installed and they were in full swing with flaggers constantly slowing traffic down. He was also working on updating the WWTP system.

4.d Library Presentation

The Library gave a presentation to G & J Dairy Freeze for their continuous support of over 15 years to the Summer Reading Program.

**5) NEW BUSINESS**

5.a Resolution No. 07-2020 - A Resolution Authorizing the Mayor to Sign Amendment No. 01 for Fund Exchange Agreement No. 33539 with the State of Oregon by and through Oregon Department of Transportation (ODOT) to Exchange Federal Funds for State Funds

Ashley Wheeler moved to approve Resolution No. 07-2020 - A Resolution Authorizing the Mayor to Sign Amendment No. 01 for Fund Exchange Agreement No. 33539 with the



State of Oregon by and through Oregon Department of Transportation (ODOT) to Exchange Federal Funds for State Funds. Corinne Funderburk seconded the motion. Voted: 5 - 0. Motion carried.

5.b Resolution No. 08-2020 – A Resolution to Assume Jurisdiction from Umatilla County Over Union Street, A Local Access Road, and Direct the City Manager to Pursue Annexation of Union Street Into City Limits of the City of Umatilla. Roak TenEyck moved to approve A Resolution to Assume Jurisdiction from Umatilla County Over Union Street, A Local Access Road, and Direct the City Manager to Pursue Annexation of Union Street Into City Limits of the City of Umatilla. Ashley Wheeler seconded the motion. Voted: 5 - 0. Motion carried.

5.c Planning Commission Appointment  
Roak TenEyck moved to approve Mayor Dedrick recommendation to appoint Keith Morgan to the Planning Commission. Corinne Funderburk seconded the motion. Voted: 5 - 0. Motion carried.

**6) DISCUSSION ITEMS**

6.a Goal 9 Economic Development and Employment Lands Update  
This item would be discussed at the Joint Workshop with the Planning Commission.

6.b Fireworks Ordinance  
Manager Stockdale explained to Council that approval of this ordinance would give our officers the discretion to either site individuals to civil court or criminal court. She was looking for consensus from Council to add it to the next meeting.

**7) ADJOURN**

Roak TenEyck moved to adjourn Meeting at 6:47 p.m. Ashley Wheeler seconded the motion. Voted: 5 - 0. Motion carried. Meeting adjourned at 6:47 p.m.

---

Mary Dedrick, Mayor

ATTEST:

---

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Library Board

**Meeting Date:**

2019-10-01

**Department:**

City Administration

**Director:**

**Contact Person:**

**Phone Number:**

**Cost of Proposal:**

**Amount Budgeted:**

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

**Attachments to Agenda Packet Item:**

**Summary Statement:**

Accept resignation and declare a vacancy

**Consistent with Council Goals:**

CITY OF UMATILLA, OREGON  
**AGENDA BILL**

<p><b><u>Agenda Title:</u></b> A Resolution to Accept a Local Government Grant from the Oregon Parks and Recreation Department for the City of Umatilla's Master Park Plan and Delegate Authority to the City Manager to Sign the Agreement and Any Future Amendments.</p>	<p><b><u>Meeting Date:</u></b> 2019-10-01</p>
--	---

<p><b><u>Department:</u></b> Community Development</p>	<p><b><u>Director:</u></b> Tamra Mabbott</p>	<p><b><u>Contact Person:</u></b> Esmeralda Horn</p>	<p><b><u>Phone Number:</u></b> 5419223226x108</p>
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<p><b><u>Cost of Proposal:</u></b> \$65,000 (\$39,000 Grant + \$26,000 Match)</p> <p><b><u>Amount Budgeted:</u></b> \$65,000</p>	<p><b><u>Fund(s) Name and Number(s):</u></b></p>
--	--

<p><b><u>Reviewed by Finance Department:</u></b></p>	<p><b><u>Previously Presented:</u></b> 04/02/2019</p>
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**Attachments to Agenda Packet Item:**  
[Resolution to Accept OPRD Grant for Parks Master Plan.docx](#)  
[Master Park Plan.pdf](#)

<p><b><u>Summary Statement:</u></b> Motion to approve as presented.</p>
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<p><b><u>Consistent with Council Goals:</u></b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.</p>
--

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION TO ACCEPT A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE CITY OF UMATILLA'S MASTER PARK PLAN AND DELEGATE AUTHORITY TO THE CITY MANAGER TO SIGN THE AGREEMENT AND ANY FUTURE AMENDMENTS.**

**WHEREAS**, the City applied to the Oregon Parks and Recreation Department for the Local Government Grant Program to create a Master Park Plan and has received notification of award; and

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

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

**WHEREAS**, the City of Umatilla has available local matching funds or the equivalent in labor, materials, or services, in the amount of \$26,000 to fulfill its share of obligation related to this grant application in order to receive \$39,000 in grant funds; and

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

- Section 1: The Umatilla City Council accepts the terms as presented in the Oregon Parks and Recreation Department Grant Number LG19-031 from Oregon Parks and Recreation Department for development of a Master Park Plan.
- Section 2: This Resolution shall be effective following its adoption by the City Council.
- Section 3: Agreement signature authority is delegated to the City Manager for this agreement, and future amendments, if any.

Passed by the City Council and SIGNED by the Mayor this 1<sup>st</sup> day of October, 2019

\_\_\_\_\_  
Mary Dedrick, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

Headquarters - Administration

725 Summer St NE Ste C

Salem, OR 97301-1266

(503) 986-0980

Fax (503) 986-0794

[www.oregonstateparks.org](http://www.oregonstateparks.org)



September 20, 2019

Esmeralda Horn  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801

RE: **Project Agreement**  
Local Government Grant Program  
**LG19-031 – City of Umatilla's Master Park Plan**

Esmeralda:

Congratulations on your successful application for grant funds for the City of Umatilla's Master Park Plan project.

Enclosed you will find two original copies of the **Local Government Grant Program Agreement** between Oregon Parks and Recreation Department (OPRD) and the City of Umatilla. This agreement must be approved and signed by you or the appropriate representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. We will then return a fully signed agreement to you along with a **Notice to Proceed** letter. **Work must not begin until you receive the Notice to Proceed letter and a copy of this agreement, signed by the State. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or as match.**

Timely implementation and completion of this project is extremely important. This project should be completed by **October 31, 2021**. This will ensure continued credibility and success of the Local Government Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's completion.

If you have questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or [mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov). Thank you for helping make this valuable investment in Oregon's outdoor recreation.

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: LGGP Project Agreement (2)



# Oregon Parks and Recreation Department Local Government Grant Program Agreement

---

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Umatilla**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG19-031  
**Project Title:** City of Umatilla's Master Park Plan  
**Project Type (purpose):** Planning  
**Project Description:** The project will complete a Master Park Plan for the City of Umatilla, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**  
**Maximum Reimbursement:** \$ 39,000 (60%)  
**Grantee Match Participation:** \$ 26,000 (40%)  
**Total Project Cost:** \$ 65,000

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$65,000**, and the Grantee's Match participation rate of **40%**, **the reimbursement rate will be 60%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **60%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:  
Attachment A: Standard Terms and Conditions  
Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
Esmeralda Horn  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
esmeralda@umatilla-city.org

Grantee Billing Contact  
Melissa Ince  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
melissa@umatilla-city.org

OPRD Contact  
Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Scalise, Interim Grants Section Manager

**Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_ N/A  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the



conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No

waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 9/16/19 MC

# City of Umatilla's Master Park Plan (LGGP)

Application #5428 - Grant Application Summary

Manage

Edit 

## Project Information

Project Name

City of Umatilla's Master Park Plan

Brief Project Description

This is a request for matching grants for the City of Umatilla to complete our Master Park Plan.

Project Start Date

11/01/2019

Project End Date

06/01/2020

Site Name

Master Park Plan

Site City/Town/Area

Umatilla

Site County

Umatilla

Site Description

City of Umatilla

Site Acreage

0

Latitude

45.91701964577009

Longitude

-119.3441390991211

### Contact Information

Applicant

City of Umatilla

Applicant Federal Tax Id

Applicant DUNS Number

Project Contact

Tamra Mabbott

Address

Tamra Mabbott

PO Box 130

700 Sixth Street

Umatilla, Oregon 97801

tamra@umatilla-city.org

5419223226

Reimbursement Contact

### Financial Information

Requested Amount

\$39,000.00

Match Amount

\$26,000.00

Total Project Cost

\$65,000.00

Grant %

60 %

Match %

40 %

**Project Budget Worksheet**

<b>Project Budget Worksheet</b>	
Personnel	\$6,000.00
Consultant Fees	\$59,000.00
<b>Source of Funding Worksheet</b>	
Personnel (City of Umatilla In-Kind)	\$6,000.00
Consultant Fees (City of Umatilla General Fund)	\$20,000.00

**Total Project Cost**

\$65,000.00

**Total Match from Sponsor**

\$26,000.00

**Grant Funds Requested**

\$39,000.00

**Supplemental Information**

**PROJECT NARRATIVE (Please limit each answer to 400 words or less.)**

Park System Overview - List the parks in the current system, their size, predominant use (camping, day-use, etc.) and attendance figures, if available.

The City of Umatilla manages 12 parks inside the city limits. Additionally, the US Army Corps of Engineers (ACOE) owns and manages four parks adjacent to the Columbia River. Of the 12 city parks, three are located on lands owned by ACOE and under a long term lease to the city. The attached map shows the total 16 parks located inside city limits. There is also a large area adjacent to the Columbia River known as "the old town site" which is currently fenced off to prevent looting and to protect native American artifacts. As reflected by the name, this area is the historic location of downtown Umatilla; prior to the

construction of the McNary Dam when the city town site was relocated to the south. City, the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and the ACOE have developed a landscape management plan for the old town site which is under formal review by ACOE. After years of collaboration the parties have concepts to convert the fenced area into a day use park. This will greatly enhance the overall waterfront. The Master Park Plan should include the old town site and future plans.

Another significant asset in the city, although not formally a park, is the confluence of the Umatilla and Columbia Rivers. Columbia River is the third largest river in the United States. Umatilla River, the city's namesake, begins at the crest of the Blue Mountains east of Pendleton. Both rivers have significant historic, recreation and commerce attributes. The attached map and table show the city and ACOE parks.

Select the type of planning project being considered

System-Wide Park and Recreation Plan

### A. PLANNING PROJECT NEEDS AND BENEFITS (0-25 Points)

**A map clearly identifying the project location and the UGB or unincorporated community boundary drawn on it must be uploaded in the attachments section of this application.**

1. What is the overall purpose for the plan or study?

The Master Park Plan will serve as the guidance document for planning, maintenance and capital planning and financing. The plan will both quantify and qualify how the 12 city-owned parks and the 4 ACOE park facilities, along with the Old Town Site, provide park and outdoor spaces for public to enjoy. The city has made improvements to certain parks over the years primarily on an adhoc basis. The city council has made parks and a capital improvement planning a high priority. To meet short and long term objectives, this master park plan will be comprehensive in terms of content and also to include significant public involvement to insure the parks and park investments meet the desires of the community. The Umatilla and Columbia rivers are adjacent to several parks and thus present a unique opportunity for strategic investment in long term park facilities. In Spring of 2020, city is undergoing a major upgrade to Sixth Street (highway 730) which serves as the city's main street. This project is expected to boost local and tourism interest and to serve as the impetus for downtown revitalization. Together with the recently completed downtown Framework Plan, city has plans and projects in plans to guide revitalization. The proposed master park plan will insure that the park system is similarly planned for positive future growth.

2. What is the need and how was need determined?

City does not have a Master Park Plan which has resulted in ad hoc maintenance and financing for park improvements over the years. City staff and City Council have made parks and park amenities a high priority for the city. The vital first step is to have a master plan and vision of parks. The need for parks and recreation and park planning was identified in the following formal documents:

2015-2016 Umatilla-Morrow County Community Health Partnership Community Health Assessment  
 2016 direct city survey of residents (mailed in water bill)  
 2017 Umatilla County Plan4Health Community Needs & Readiness Assessment

2017 Vision and Framework Plan  
2019 City Council Goals

3. What benefits will the plan provide and what objectives will it meet for the community or county?

Parks serve as the cornerstone for livability and health in the city. To that end, a Master Plan is essential in order to properly plan, budget and maintain parks. In 2017, city created the Community Development Department which includes Planning, Building, Code Enforcement and Parks & Recreation. Although the city Parks & Recreation Committee has existed for many years, long range plans were not developed. Ad hoc events were hosted by volunteers with limited city staff involvement. In 2019, city is launching its first ever recreation programming, which will take place primarily on city parks. Together, improved parks and new and enhanced programming will make Umatilla a more livable and healthy community. Most of those events will also take place at city parks, especially at parks and trails located adjacent to the Umatilla and Columbia Rivers. Additionally, city has identified tourism and destination management a goal for economic development.

**B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 Points)**

**To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?**

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

2. NON-MOTORIZED TRAIL CONNECTIVITY - Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

The proposed master park plan will complement the master trail plan that is currently under development. The trail plan will connect the city parks and public facilities and open spaces within the city limits and region.

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

All of the city parks are outdoor facilities and are designed for human physical activity. Almost none of the parks are modern or are compliant with ADA standards (with the exception of recent improvements to Kiwanis Park). City is concurrently working on a Master Trail Plan that will link parks and activity centers within the city and the region. City is participating in a regional trail planning process to link the four cities in West Umatilla County, including Umatilla, Hermiston, Stanfield and Echo.



4. SUSTAINABILITY - To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the 2013-17 SCORP for sustainability recommendations.

City will follow all of the relevant facility development recommendations listed in the SCORP. For example, many parks in the city inventory are located along major waterways and city will implement appropriate measures to protect riparian habitat and functionality of the floodplain. City is in the process of implementing water saving measures, including xeriscape vegetation. City is seeking funding assistance to reuse water for park irrigation and will be constructing a major industrial waste water system which will allow city to divert water for park irrigation. In fy 2018 city purchased a new playground equipment that is constructed out of recycled material. That equipment will be installed on surface comprised of recycled rubber material. Depending upon the feature(s) recommended in the master park plan, city will prioritize design, procurement and maintenance base on the SCORP development considerations.

### C. PLANNING AND PUBLIC INVOLVEMENT PROCESS (0-20 Points)

1. Describe the methodology for developing the plan. Who will do the work? Who will manage the project to assure the plan or study is completed satisfactorily?

City staff assembled a draft plan in 2018 and will hire a private consulting firm to refine and finalize a plan. Consultant will research condition of existing parks and parks budget and provide an analysis of both. Consultant will then review survey data (see list in A.2 above) and conduct additional outreach to a variety of target audiences, e.g. students, seniors, local businesses, chamber, etc.. Consultant will then draft a plan and prioritize projects based on public input. The project will be directly managed by the Community Development Director who will coordinate closely with Public Works Director and City Manager.

2. Please provide estimated dates for completing key benchmarks during the planning process.

1. November 2019 RFP issued.
2. December 2019 contract work to begin.
3. February 2020 consultant meetings with Parks & Recreation Committee and City Council.
4. March and April 2020 city to host three public outreach events with Umatilla Students, an Open House with the Parks & Recreation Committee and a community field day.
5. May – Consultant present draft plan
6. June – Additional public input and final plan presentation.
7. July - Parks & Recreation Committee adopt Plan with recommendation to City Council
8. July - City Council adopt Plan

3. What are the proposed start and end dates of the planning project?

Begin November 2019 and end June 2020.

4. Describe the public involvement strategy for this project. Indicate the role of elected officials such as the city council, county commissioners, or park board members in the planning process.

Community Development Department and Public Works staff, along with Parks & Recreation Committee and City Council will be intimately involved in the project so as to maximize local knowledge. The scope of work will require a minimum of three open house or other public engagement activities for input on the plan. Public involvement techniques used in the "Umatilla Together: Framework Plan" will be recreated for

purposes of the master park plan. For example, city and consultant can host an afternoon/evening event at Umatilla High School, a central meeting place for many families, with opportunities to provide comment on draft park layout plans. City will host and provide refreshments, child care and a Spanish translator. Over the past several years the high school students have volunteered to translate and city employs three bi-lingual staff who will work on the project.

#### **D. COMMUNITY SUPPORT AND FINANCIAL COMMITMENT (0-10 Points)**

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

City general fund.

2. To what extent has funding been secured to complete the project?

To be adopted as part of city budget.

3. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

See attached City Council Resolution and letter of support from Parks & Recreation Committee and Chamber of Commerce.

#### **E. IMPLEMENTATION OF THE PLAN (0-10 Points)**

1. Describe how the new plan will likely be implemented in the future.

The new plan will serve as the guide for all planning, maintenance, budgeting and development of parks and facilities within parks. Priorities for improvements will be guided by the new plan.

#### **F. ACCESSIBILITY FOR PEOPLE WITH DISABILITIES (0-5 Points)**

1. Does your agency have a board or city council adopted/approved ADA Transition Plan?

No

2. How will your proposed project meet current ADA accessibility standards? Will this project involve consultation with building officials, contractors or companies required to know and apply ADA requirements?

City Building Official will require new facilities comply with ADA standards.

3. If the answers to questions 1. & 2. are no, the applicant should conduct an ADA Site Evaluation for the project. An ADA Site Evaluation should identify and propose how to fix problems that prevent people with disabilities from gaining equal access to sites and activities. To review and access ADA evaluation tools, go to the ADA Resources included with this Application. Has an ADA Site Evaluation been completed for this project?

No, but we would incorporate this requirement to conduct an ADA Site Evaluation as part of the scope of this project as part of the final design prior to construction.

## Applicant Certification

As an authorized representative of **City of Umatilla** , I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**Tamra Mabbott, 05/21/2019**

### ▼ 24 Files

### No Comments

### ▼ 7 Logged Events



## Request for Reimbursement Guide

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All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprdrants.org](http://oprdrants.org)
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan  
Grant Program Coordinator  
[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)  
503-986-0591  
[www.ore.gov/OPRD/GRANTS/index.shtml](http://www.ore.gov/OPRD/GRANTS/index.shtml)

# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Umatilla**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG19-031

**Project Title:** City of Umatilla's Master Park Plan

**Project Type (purpose):** Planning

**Project Description:** The project will complete a Master Park Plan for the City of Umatilla, Oregon. The Project is further described in the Application included as Attachment B.

### Grant Funds /

**Maximum Reimbursement:** \$ 39,000 (60%)

**Grantee Match Participation:** \$ 26,000 (40%)

**Total Project Cost:** \$ 65,000

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$65,000**, and the Grantee's Match participation rate of **40%**, **the reimbursement rate will be 60%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **60%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:  
Attachment A: Standard Terms and Conditions  
Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
Esmeralda Horn  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
esmeralda@umatilla-city.org

Grantee Billing Contact  
Melissa Ince  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
melissa@umatilla-city.org

OPRD Contact  
Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Scalise, Interim Grants Section Manager

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: \_\_\_\_\_ N/A  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the

conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No

waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 9/16/19 MC

CITY OF UMATILLA, OREGON  
**AGENDA BILL**

<p><b><u>Agenda Title:</u></b> A Resolution to Accept Award of a Local Government Grant from the Oregon Parks and Recreation Department for Development of a Restroom Facility at Kiwanis Park and Delegate Authority to the City Manager to Sign the Agreement and Any Future Amendments.</p>	<p><b><u>Meeting Date:</u></b> 2019-10-01</p>
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<p><b><u>Department:</u></b> Community Development</p>	<p><b><u>Director:</u></b> Tamra Mabbott</p>	<p><b><u>Contact Person:</u></b> Esmeralda Horn</p>	<p><b><u>Phone Number:</u></b> 5419223226x108</p>
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<p><b><u>Cost of Proposal:</u></b> \$150,076 (\$74,750 Grant + \$75,326 Match)</p> <p><b><u>Amount Budgeted:</u></b> \$150,076</p>	<p><b><u>Fund(s) Name and Number(s):</u></b></p>
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<p><b><u>Reviewed by Finance Department:</u></b></p>	<p><b><u>Previously Presented:</u></b> 04/02/2019</p>
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**Attachments to Agenda Packet Item:**  
[Resolution to Accept Development OPRD Grant for Kiwanis Park.docx](#)  
[Kiwanis Park Accesible Restroom.pdf](#)

<p><b><u>Summary Statement:</u></b> Motion to approve as presented</p>
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<p><b><u>Consistent with Council Goals:</u></b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.</p>
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**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION TO ACCEPT AWARD OF A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF A RESTROOM FACILITY AT KIWANIS PARK AND DELEGATE AUTHORITY TO THE CITY MANAGER TO SIGN THE AGREEMENT AND ANY FUTURE AMENDMENTS.**

**WHEREAS**, the City applied to Oregon Parks and Recreation Department for the Local Government Grant Program to construct or install an all-new accessible restroom facility at Kiwanis Park and has received notification of award; and

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

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

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

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

**WHEREAS**, the City of Umatilla has available local matching funds or the equivalent in labor, materials, or services in the amount of \$75,326 to fulfill its share of obligation related to this grant application in order to receive \$74,750 in grant funds; and

**WHEREAS**, the City of Umatilla will provide adequate funding for on-going operations and maintenance of this park and recreation facility, including the new restroom facility upon completion; and

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

- Section 1: The Umatilla City Council accepts the terms as presented in the Oregon Parks and Recreation Department Grant Number LG19-026 for development of an ADA compliant restroom facility at Kiwanis Park.
- Section 2: This Resolution shall be effective following its adoption by the City Council.
- Section 3: Agreement signature authority is delegated the City Manager for this agreement, and future amendments, if any.

Passed by the City Council and SIGNED by the Mayor this 1<sup>st</sup> day of October, 2019

\_\_\_\_\_  
Mary Dedrick, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Sandoval, City Recorder



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

Headquarters - Administration

725 Summer St NE Ste C

Salem, OR 97301-1266

(503) 986-0980

Fax (503) 986-0794

[www.oregonstateparks.org](http://www.oregonstateparks.org)



September 20, 2019

Esmeralda Horn  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801

RE: **Project Agreement**  
Local Government Grant Program  
**LG19-026 – Kiwanis Park Accessible Restroom**

Esmeralda:

Congratulations on your successful application for grant funds for the Kiwanis Park Accessible Restroom project.

Enclosed you will find two original copies of the **Local Government Grant Program Agreement** between Oregon Parks and Recreation Department (OPRD) and the City of Umatilla. This agreement must be approved and signed by you or the appropriate representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. We will then return a fully signed agreement to you along with a **Notice to Proceed** letter. **Work must not begin until you receive the Notice to Proceed letter and a copy of this agreement, signed by the State. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or as match.**

Timely implementation and completion of this project is extremely important. This project should be completed by **October 31, 2021**. This will ensure continued credibility and success of the Local Government Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's completion.

If you have questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or [mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov). Thank you for helping make this valuable investment in Oregon's outdoor recreation.

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: LGGP Project Agreement (2)



# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Umatilla**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG19-026  
**Project Title:** Kiwanis Park - ADA Accessible Restroom  
**Project Type (purpose):** Development  
**Project Description:** The project will install an ADA accessible restroom facility at Kiwanis Park in Umatilla, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**  
**Maximum Reimbursement:** \$ 74,750 (49.81%)  
**Grantee Match Participation:** \$ 75,326 (50.19%)  
**Total Project Cost:** \$150,076

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$150,076**, and the Grantee's Match participation rate of **50.19%**, **the reimbursement rate will be 49.81%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **49.81%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:  
Attachment A: Standard Terms and Conditions  
Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
Esmeralda Horn  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
esmeralda@umatilla-city.org

Grantee Billing Contact  
Melissa Ince  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
melissa@umatilla-city.org

OPRD Contact  
Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Scalise, Interim Grants Section Manager

**Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_ N/A  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the



conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No

waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 9/16/19 MC

# Kiwanis Park - ADA Accessible Restroom (LGGP)

Application #5254 - Grant Application Summary

Manage

Edit 

## Project Information

Project Name

Kiwanis Park - ADA Accessible Restroom

Brief Project Description

The project will provide an ADA accessible restroom facility to Kiwanis Park, making it a full service park located in Umatilla. This park is rank high priority bases off of local student survey.

Project Start Date

11/01/2019

Project End Date

06/01/2020

Site Name

Kiwanis Park

Site City/Town/Area

Umatilla

Site County

Umatilla

Site Description

Park

Site Acreage

1.05

Latitude

45.916937541210864

Longitude

-119.28770542144775

### Contact Information

Applicant

City of Umatilla

Applicant Federal Tax Id

Applicant DUNS Number

Project Contact

Tamra Mabbott

Address

Tamra Mabbott  
PO Box 130  
700 Sixth Street  
Umatilla, Oregon 97801  
tamra@umatilla-city.org  
5419223226

Reimbursement Contact

### Financial Information

Requested Amount

\$74,750.00

Match Amount

\$75,326.00

Total Project Cost

\$150,076.00

Grant %

49.80809723073642 %

Match %

50.19190276926358 %

**Project Budget Worksheet**

<b>Project Budget Worksheet</b>	
Equipment Rental	\$2,500.00
Personnel	\$9,000.00
Materials	\$2,000.00
Contractual	\$3,576.00
Construction	\$125,000.00
Permits	\$1,000.00
Landscaping	\$1,750.00
Gravel	\$1,500.00
Sidewalk Construction	\$3,250.00
Signage	\$500.00

**Source of Funding Worksheet**

Equipment Rental (City Operation Fund)	\$2,500.00
Personnel (In-Kind)	\$9,000.00
Materials (City Operation Fund)	\$1,000.00
Contractual (City Operation Fund)	\$3,576.00
Construction (City Capital Reserve)	\$55,000.00
Permits (City Operation Fund)	\$500.00
Landscaping (City Operation Fund)	\$1,000.00
Gravel (City Operation Fund)	\$750.00
Sidewalk Construction (City Operation Fund)	\$1,750.00
Signage (City Operation Fund)	\$250.00

**Total Project Cost**

\$150,076.00

**Total Match from Sponsor**

\$75,326.00

**Grant Funds Requested**

\$74,750.00

## Supplemental Information

### A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

The project includes an ADA accessible restroom (double family stalls) at Kiwanis Park with drinking fountain. Included in the installation is the connection of water and sewer utilities. The City will then contract the restroom construction and staff will oversee the connection and installation to the facility.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

In addition to the restroom the City will also install ADA compliant sidewalks with access to restroom, picnic tables and benches. This will complement the new (May 2019) basketball courts and new children's playground (June 2019) equipment. With this recent investment and proposed restroom with drinking fountain this park will be considered a full-service park.

3. Who and how many people will benefit from this project?

Kiwanis Park is one of our most popular parks in the City of Umatilla. A 2018 Umatilla High School student survey identified Kiwanis Park as a high priority and recommended improvements to bring the park to full-service status, including construction of an all-new restroom. An estimated 200 unique users, particularly youth, utilize the park each week. Uses of the park include daily use of existing facilities and hosting of community events, such as an upcoming mental health awareness fair and fun run. Kiwanis Park is also a summer meals program site for the local school district (see letter of support).

### B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)

**To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?**

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

N/A

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

N/A

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

The park is adjacent to a city walking path that connects to other parks and trail system. The closest public restroom is half a mile to the east of Kiwanis Park.

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

Currently, as referenced above, there are no public restroom facilities within half a mile. With a new restroom facility, park goers will not need to leave the park to drink water or use the restroom. They would enjoy the park longer without the interruption of having to leave. The missing restroom is all this park needs to become a full-service park that allows users active participation physically to the basketball courts, trail and playground equipment.

4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.

The project will increase recreational opportunities for under served population. Kiwanis Park is the only park in the city quadrant that provides a basketball court and is easily accessible to a large cluster of low-income housing. Included in this project is landscaping, City will plant native trees and shrubs to add the final detail to the park restroom and sidewalk installation.

### C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points)



1. Is your project in a CLOSE-TO-HOME area located within an urban growth boundary (UGB), unincorporated community boundary, or in a DISPERSED AREA located outside of these boundaries? Select from DROP-DOWN menu. A map clearly identifying the project location and UGB, or unincorporated community boundary drawn on it, must be uploaded in the attachments section of this application.

CLOSE TO HOME

**2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See the 2013-17 SCORP Chapter 5, Pgs 86-102 for specific county priorities.**

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both.

Yes. Close to Home Priorities for Umatilla County of;  
Children's Playgrounds score 3.8 and Community trail systems score 3.4.  
Kiwaniis Park is currently undergoing an upgrade to the entire park. The current request for funding will allow for an ADA accessible restroom to the park making it a full service park, this complements the Close to Home Priorities. This park and adjoining trails will allow users access to the requested project restrooms.

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.

Yes. As part of the upgrade to Kiwanis Park project helps satisfy priority;  
Picnic area for small groups (3.6)  
Paved/hard surface walking trails and paths (3.1)  
Children's playgrounds and play areas built with manufactured structures (3.0).

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?

Park improvements are addressed in the draft Umatilla Parks Master Plan, draft Master Trail Plan, referenced in our Destination Management Plan, and also referenced in our Comprehensive Plan Chapter 8. Section 8 of our Comprehensive Plan addresses City's Recreational Needs Goal.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.

Youth advisory council submitted a high school survey prioritizing City Parks. Local Parks and Recreation Committee involvement (see attached letter of support) and City Council goals for recreational needs.

**D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points)**

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.

Thru our annual operational budget for maintenance. Park maintenance has three dedicated parks full time and two seasonal employees.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

An estimated 400 Man hours will be spent on the maintenance of this project annually

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

Longstanding volunteer help from local school district, churches and community members. Recently, Tillamook Cheese allowed their employees to volunteer a day's worth of community service to the City of Umatilla. This was their second annual volunteer day at the City and has been very successful.

**E. UNIVERSAL DESIGN CONCEPTS / INCLUSIVE OUTDOOR RECREATION (0-10 points)**

1. Universal design attempts to meet the needs of all people, and includes those of all ages, physical abilities, sensory abilities and cognitive skills. It includes the use of integrated and mainstream products, environmental features and services, without the need for adaptation or specialized design. Please describe how your project goes beyond the Americans with Disabilities Act (ADA) and strives to incorporate Universal Design concepts.

The multipurpose park facility is designed for community members and visitors of all ages and physical abilities. The play equipment is for youth ages 2-12 and their families, basketball courts generally serve youth ages 5-17 and also include adults of all ages, and the trail/walking path serves all demographics of the community. The park's design incorporates natural and man-made buffers from the basketball courts, to open space, and to children equipment. Additional trees and fencing will also be installed along the east side of the basketball courts to continue to enhance this design. All areas are accessible to anyone wishing to use the park.

**F. COMMUNITY SUPPORT (0-5 points)**

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

Attached are three letters of support, one from our local school district superintendent Heidi Sipe. Mrs. Sipe states, "School District offers over 300,000 summer meals to students throughout our community each summer." Kiwanis Park is one of our most popular sites. Having restrooms at Kiwanis Park would significantly enhance the opportunities available to students, families, and community events.

**G. FINANCIAL COMMITMENT (0-10 points)**

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

The City has committed matching funds through our annual budget process. See attached resolution.

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

Good Shepherd Medical Center granted the city funds to purchase new playground equipment which has been purchased and is currently under construction (will be completed June 2019). Kiwanis Club also donated \$7,000 toward the upgrade of the park for all-new lights to be installed on the courts (completed April 2019).

3. To what extent has funding been secured to complete the project?

The budget committee included matching funds for this project in the 2019-20 fiscal year budget. It is anticipated that Council will adopt the budget as recommended by the Budget Committee at their June 4, 2019 Council Meeting.

**H. ACCESSIBILITY COMPLIANCE**

1. Does your agency have a board or city council adopted/approved ADA Transition Plan?

No

2. How will your proposed project meet current ADA accessibility standards? Will this project involve consultation with building officials, contractors or companies required to know and apply ADA requirements?

We follow state building code, we do not have an adopted formal ADA Transition Plan, but our construction standards reference ADA requirements.

3. If the answers to questions 1. & 2. are no, the applicant should conduct an ADA Site Evaluation for the project. An ADA Site Evaluation should identify and propose how to fix problems that prevent people with disabilities from gaining equal access to sites and activities. To review and access ADA evaluation tools, see the ADA Resources included with this Application. Has an ADA Site Evaluation been completed for this project?

No, but we would incorporate this requirement to conduct an ADA Site Evaluation as part of the scope of this project as part of the final design prior to construction.

**I. READINESS TO PROCEED**

1. Have you submitted a signed Land Use Compatibility Statement with this application?

Yes

2. Have you submitted construction or concept plans with this application?

Yes

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

Local building permits will be submitted at time of construction.

4. If this project is selected for funding, what will be the next step in the process? E.g. pursue construction drawings, apply for permits, solicit bids, etc.

Conduct on ADA Site Evaluation, select pre-fabricated restroom off of the state of Oregon contract, and begin applying for all required permits.

## J. ACTIVE AND PAST GRANTS PERFORMANCE

1. Describe your performance and compliance with all active and past OPRD grant awards.

The City of Umatilla has not applied for a grant with Oregon Parks and Recreation in over 25 years. Currently, the projects listed on OPRD's grant application website states "certification due" on those past project from more than 25 years ago. We understand that we have met all past project requirements, but are committed to working with OPRD to resolve any pending issues from prior grant awards.

## Applicant Certification

As an authorized representative of **City of Umatilla**, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**Tamra Mabbott, 06/28/2019**

▼ 26 Files

### 1 Comment

The current Lease for the park property is revocable with a 30-day notice. The City of Umatilla is currently negotiating with the property owner and anticipates acquiring the property by July 1, 2019.	05-21-2019	mark.cowan@oregon.gov
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▼ 9 Logged Events



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



September 4, 2019

Mr. Mark Cowan  
Oregon Parks and Recreation Department  
725 Summer St NE STE C  
Salem, OR 97301

RE: SHPO Case No. 19-1353

OPRD Grant ID 5254, City of Umatilla,  
Kiwanis Park - ADA Accessible Restroom

New restroom

129 Walla Walla (5N 28E 15), Umatilla, Umatilla County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). Our office has no concerns regarding potential impacts to historic structures. If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA  
State Archaeologist  
(503) 986-0674  
[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)

## Inadvertent Discovery Plan for Cultural Resources

Oregon Parks and Recreation Department • Local Government Grant Program

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**The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.**

### **Protocol for coordination in the event of inadvertent discovery:**

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
  - **Oregon State Police:** ..... Chris Allori 503-731-4717
  - **CIS:** ..... Karen Quigley 503- 986-1067
  - **Appropriate Tribes:** ..... As designated by CIS
  - **SHPO:** ..... Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

### **When to stop work:**

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

## **Inadvertent Discovery Plan for Cultural Resources – Page 2**

Work must stop when the following types of artifacts and/or features are encountered:

### ***Native American artifacts may include (but are not limited to):***

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

### ***Euro-American artifacts may include (but are not limited to):***

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

***When in doubt, call it in!***

### **Proceeding with Construction**

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or ‘no work zones.’
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.





## Request for Reimbursement Guide

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All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprddgrants.org](http://oprddgrants.org)
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan  
Grant Program Coordinator  
[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)  
503-986-0591  
[www.ore.gov/OPRD/GRANTS/index.shtml](http://www.ore.gov/OPRD/GRANTS/index.shtml)

# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Umatilla**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG19-026  
**Project Title:** Kiwanis Park - ADA Accessible Restroom  
**Project Type (purpose):** Development  
**Project Description:** The project will install an ADA accessible restroom facility at Kiwanis Park in Umatilla, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**  
**Maximum Reimbursement:** \$ 74,750 (49.81%)  
**Grantee Match Participation:** \$ 75,326 (50.19%)  
**Total Project Cost:** \$150,076

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprigrants.org](http://oprigrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$150,076**, and the Grantee's Match participation rate of **50.19%**, **the reimbursement rate will be 49.81%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **49.81%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprigrants.org](http://oprigrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:  
Attachment A: Standard Terms and Conditions  
Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
Esmeralda Horn  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
esmeralda@umatilla-city.org

Grantee Billing Contact  
Melissa Ince  
City of Umatilla  
PO Box 130  
Umatilla, OR 97801  
541-922-3226  
melissa@umatilla-city.org

OPRD Contact  
Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Scalise, Interim Grants Section Manager

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: \_\_\_\_\_ N/A  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the

conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No

waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 9/16/19 MC

CITY OF UMATILLA, OREGON  
**AGENDA BILL**

<b>Agenda Title:</b> To conduct deliberation with person(s) you have designated to negotiate real property transaction ORS 192.600(2)(e)	<b>Meeting Date:</b> 2019-10-01
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b> (541) 922-3226
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<b>Cost of Proposal:</b> NA <b>Amount Budgeted:</b> NA	<b>Fund(s) Name and Number(s):</b>
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<b>Reviewed by Finance Department:</b>	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

<b>Summary Statement:</b> Discussion
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<b>Consistent with Council Goals:</b> N/A
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CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

To conduct deliberation with person(s) you have designated to negotiate real property transaction ORS 192.600(2)(e)

**Meeting Date:**

2019-10-01

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

David Stockdale

**Phone Number:**

(541) 922-3226

**Cost of Proposal:**

NA

**Amount Budgeted:**

NA

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

**Summary Statement:**

Discussion

**Consistent with Council Goals:**

N/A