

UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
OCTOBER 15, 2019
6:00 PM

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY MANAGER REPORT**

4.a Police Quarterly Report *Present and review with Council*

5. **NEW BUSINESS**

5.a Resolution No. 13-2020 - A Resolution Authorizing the City Manager to Sign an Agreement with David and Treeva Pinnock for Park Concessionaire Services at the Umatilla Marina and RV Park *The City issued a Request for Proposals for concessionaire services at the Umatilla Marina and RV Park. Upon review of the proposals received, the City has determined that it is in the City's best interest to award to the contract to David and Treeva Pinnock. The contract will take effect November 1, 2019.*

Suggested Action: Motion to approve Resolution No. 13-2020

5.b Resolution No. 14-2020 DLCD Technical Assistance Grant *Support grant application.*

5.c Resolution No. 15-2020 - Accept Grant from Pacific Power for 6 X 26 Mural Project
Motion to Approve Resolution 15-2020

5.d Resolution No. 16-2020 - Accept donation from Hermiston-Umatilla Kiwans Club for Kiwanis Falls *Motion to Approve Resolution 16-2020*

6. **DISCUSSION ITEMS**

6.a Emergency Operations Plan *Review to approve*

- 6.b Fee Resolution Discussion *Staff has prepared a draft fee resolution amendment addressing the following sections. Section 16: Sanitary Disposal has requested a rate increase. Garbage rates have not been increased since July 2016 and Sanitary Disposal has provided strong financial documentation to justify this increase. Section 20: This amendment adds two new fees to the Land Use Application section: a residential development review fee and a traffic impact analysis review fee. Section 26: This amendment adds in all relevant fees from the City's new Special Use Permit Application. Section 27: This amendment increases the nightly rate for RV Spaces at the Umatilla Marina & RV Park to \$40 per night at the recommendation of Good Sam. All of these changes, if approved at the November 5th meeting, will take effect January 1, 2020.*
- 6.c Oregon Water Resources Water Feasibility Grant application *Discuss submission of grant application.*
- 6.d City staff as volunteer firefighters *Staff is seeking direction on a possible Inter-Governmental Agreement (IGA) with the fire district to allow Public Works employees to serve as volunteer firefighters during working hours at City's expense.*
- 6.e Parks Master Plan Discussion *Parks Master Plan grant was accepted by Council on October 5th. During this work session, staff will describe the project and project timeline and solicit input from Council on appointments to the Park Plan Task Force. Review process and timeline.*

7. **ADJOURN TO EXECUTIVE SESSION**

- 7.a City Manager Evaluation ORS 192.660 (2)(i) - To review and evaluate the employment-related performance of an officer, employee or staff member if the person does not request an open hearing. *Discussion*

8. **RECONVENE**

NEW BUSINESS Continued

City Manager Evaluation & Contract Amendment - Resolution No. 17-2020 *Mayor will present City Manager Stockdale with his evaluation. Following discussion, City Council will consider approval of Resolution No. 17-2020*

9. **ADJOURN**

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Police Quarterly Report

Meeting Date:

2019-10-15

Department:

Police

Director:

Darla Huxel

Contact Person:

Darla Huxel

Phone Number:

Cost of Proposal:

0

Amount Budgeted:

0

Fund(s) Name and Number(s):

Reviewed by Finance Department:

Previously Presented:

10/15/2019

Attachments to Agenda Packet Item:

[UPD FY20 1st Quarter Report.pdf](#)

Summary Statement:

Present and review with Council

Consistent with Council Goals:

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

Umatilla Police Department

Quarterly Report

FY2020 – July through September



Presented by Chief Darla Huxel

Umatilla Police Department

QUARTERLY REPORT - July through September FY20

Patrol

During the first quarter of FY20 calls for service/self-initiated activity decreased from the first quarter of FY19, from 2257 to 2122.

Response times and average time spent on each call continue to be fairly consistent in providing 24/7 coverage. In researching the increased response time, we have found that two areas have caused the majority of these increases: a dispatcher may put a call up assuming that the officer will automatically see it on the mobile data computer and some code calls are being entered into the system with no contact to the officer knowing the Code Enforcement Officer is off duty. Both of these areas have been addressed with the dispatch center.

	FY20	FY19
Total Dispatched Incidents	568	646
Average Response Time	8:19	6:39

Police Department Overtime

During the first quarter of FY20, the department was operating without full staff. With the hiring of 2 officers during this quarter (one in August and one in September) we are now at full staff; the first time in over a year. Additionally, we are utilizing two of our former full-time officers in a part time capacity which also helps in overtime reduction.

FY20 First Qt. Hours of OT	FY19 First Qt. Hours of OT
152	186.5

Staff Meetings

During the first quarter of FY20, regular staff meetings and Supervisor meetings were conducted on July 1, August 26 and September 16, 2019.

Training

Training hours combined with pre-scheduled training for department personnel was approximately 74 hours for patrol officers, support personnel and supervisory personnel. We address different policy refresher training during our regular staff meetings that include high risk/low frequency issues, mandated annual topics such as harassment in the workplace and case reviews or debriefing of officer involved incidents. These training hours are not reflective in the 74 hours mentioned.

First quarter FY20 training included:

- CIS Conference for Law Enforcement – Chief
- Search & Seizure update – Patrol Officers (4)
- Ethics – Supervisors (4), Patrol Officers (3), support staff (2)
- OWLA Conference – Chief
- Front Desk Security – Baker
- Naloxone Application training (Opioid overdose medication) – All staff

Reserves

- Police Reserve Officers contributed approximately 85.5 hours volunteer time during the first quarter. The low numbers are due to a leave of absence, extended vacation and hiring one Reserve Officer as a full time Officer.

Community/School

- July Events – Sgt. Wright attended training and became certified as a Crisis Intervention Specialist -II
- August Events – Tabletop exercise
- September Events – First Responder Appreciation Day, School presentation by Chief for the high school junior/senior class

Juvenile

During the first quarter of FY20, calls involving juveniles increased from first quarter FY19 from 9 to 11. Cases/incidents involving juveniles include all juvenile complaints/contacts, runaways and minor in possession of alcohol or tobacco. Some of these cases/incidents were referred to our Community Accountability Board which generally will see cases/incidents for first time offenders of violations or misdemeanor classed crimes. There were 6 referrals to the CAB and no referrals to the Community Truancy Board during the first quarter of FY20.

Sex Crimes/Registrations

- There were a total of 5 sex crimes and sex offender registrations reported/completed this quarter. There were 10 reported in FY19.

Traffic Infractions

- During the first quarter of FY20 the Umatilla PD conducted 676 self-initiated traffic stops/traffic complaints. As a result, 163 traffic citations were issued, which resulted in a traffic infraction citation being issued approximately 24% of the time. This figure includes both criminal and non-criminal traffic infractions.

- We conducted one Crosswalk Enforcement operation and two Distracted Driving Enforcement operations during this quarter. All operations were approximately 2 hours in duration. As a result, we issued a total of 6 citations and 3 warnings for Distracted Driving and 1 citation and 1 warning for Crosswalk enforcement.

Traffic Citations – During the first quarter of FY20, there were 163 citations issued compared to 175 citations in the first quarter of FY19. Offenses that are tracked include:

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

Traffic Crashes – First quarter of FY20 indicates an increase from first quarter of FY19 from 22 to 29.

Summary

As stated earlier, during the first quarter of FY20, calls for service have decreased from the fourth quarter of FY19, 2257 to 2122. We saw a decrease in Person Crimes/Incidents as well as a decrease in Property Crimes/Incidents. The most significant reduction in Person Crimes/Incidents was Harassment (from 24 in FY19 to 17 in FY20) but we saw an increase in Domestic Disturbance/VRO incidents (from 22 in FY19 to 29 in FY20). There were no significant increases in Property Crimes/Incidents. We experienced significant decreases in Thefts (from 36 in FY19 to 24 in FY20) and UUMV/UEMV (from 20 in FY19 to 5 in FY20) incidents. Approximately 43% of all property crimes occurred in the McNary area followed by the downtown area at 35% and the south hill area at 22%.

We also saw an increase in warrant arrests from 24 to 32.

- **Person Crimes/Incidents, - First Quarter FY20/FY19.**

FY20	FY19
60	63

Person Crimes/Incidents include the following:

- Abuse – both elder abuse and child abuse
- Assaults – all types and severities
- Domestic Disturbances
- Harassment and stalking complaints
- Robberies – all types and severities
- Kidnapping
- Menacing

- **Property Crimes/Incidents, - First Quarter FY20/FY19.**

FY20	FY19
98	125

Property Crimes/Incidents include the following:

- Burglary
- Fraud/Forgery
- Criminal Mischief
- Drug Activity
- DUII – Driving under the influence of intoxicants
- Thefts – all types and severities
- Trespass
- UUMV/UEMV (Unlawful Use Motor Vehicle/Unlawful Entry Motor Vehicle)

Snapshot All Offenses – FY20		Snapshot All Offenses - FY19	
Offense	Amount	Offense	Amount
Abuse	10	Abuse	10
Assaults	3	Assaults	5
Burglary	5	Burglary	4
Criminal Mischief	13	Criminal Mischief	14
Domestic Disturbance/VRO	29	Domestic Disturbance/VRO	22
Drug Activity	9	Drug Activity	6
DUII	4	DUII	7
Fraud/Forgery	6	Fraud/Forgery	7
Harassment/Stalking	17	Harassment/Stalking	24
Kidnapping	0	Kidnapping	0
Menacing	1	Menacing	2
Robbery	0	Robbery	0
Thefts	24	Thefts	36
Trespassing	32	Trespassing	31
UUMV/UEMV	5	UUMV/UEMV	20
Warrants	32	Warrants	24
TOTAL	190	TOTAL	212
Assists	85	Assists	64

Arrests- First quarter of FY20 indicates a slight decrease from first quarter of FY19.

FY20	FY19
51	52

Other Notable Items of Interest

Office Administrator workload – In addition to the daily dispatching duties, our office personnel completed 111 records requests and recorded 9 fingerprint requests this last quarter. She was also instrumental in the training and set up of our body camera system.

Mental health – Officers continue to have contact with persons who are having mental health issues or are in crisis. Our FY20 number for calls dealing with mental/suicidal subjects have decreased from FY19 from 14 to 6. All of our patrol officers have been trained in a 40-hour Crisis Intervention Training (C.I.T.) course to better deal with these encounters which, at times, can cause an officer to be out on one of these specific calls for hours at a time.

Personnel update – Nicholas Lemmon, a full time Police Officer, graduated the first part of September from the DPSST academy. In August, we hired Hector Hernandez to fill one police officer vacancy and in September we hired Reserve Officer Cotter Butler to fill the other vacancy. Officer Hernandez is scheduled to attend the academy in November and Officer Butler is scheduled to attend the academy in December. Both are currently working with a Field Training Officer (FTO) until they start their 16-week academy training.

Grant award status – The police department has been awarded a SPIRE grant(s) from the OEM (Office of Emergency Management) for a generator. The main function of the generator will be to provide power in the event we need to activate our Emergency Operations Plan. Although that was the main purpose for awarding the grant, we are not limited to only that use.

We have been awarded our annual grant from Wal-Mart so that we can continue our tradition of Shop-with-a Cop in December.

Tabletop exercise – On August 14 we held a tabletop mass casualty exercise in which 7 different agencies participated along with Trainer/Consultant and subject matter expert Dr. Mary Schoenfeldt also in attendance. The exercise planning team, which was led by Lt. Kennedy, designed the event to address mass casualties, an unknown threat involving Domestic Violence, a Fire/EMS response for a crash and an evacuation of the school.

The four objectives of the event were: 1) A school Administration response to a breach of security features with a vehicle, 2) Fire/EMS response to unknown threat after their arrival on scene, (3) Police response to mass casualty with unknown threat and scene security and (4) communication with those on scene and those at an EOC location.

The overall exercise was successful and was outside of the box of common school/public safety exercises. As with any exercise, we were able to identify strengths and areas in which all parties need improvement.

Body Camera Deployment – In September, after ensuring that all policies were updated and in compliance with current law and best practices, we started using body cameras for Patrol Officers and Sergeants. The system that we have operates through the Officers' department issued cell phone through a secure app from Visual Labs, Inc. The cameras will be used in conjunction with our current in-car video systems.

First Responder Appreciation Day – On September 27th, Chief Potts from the Umatilla Rural Fire District (URFPD) and I hosted an event that recognized our first responders. It was held at the park next to the library. Agencies that participated in the event included the Umatilla Police Department, URFPD, Umatilla County Sheriff's Office, Morrow County Sheriff's Office, Oregon State Police, Umatilla County Fire District #1.

Major event assistance – We had Officers that assisted outside agencies with the following major events: Umatilla Co. Fair & Rodeo, Pendleton Roundup and Happy Canyon during this quarter.

Car Care Program – Toward the end of September, we implemented the Oregon State Police (OSP)/Oregon Association Chiefs of Police (OACP) Car Care Program. The intent of the program is to assist motorists stopped for minor vehicle equipment violations by providing a discount voucher redeemable at participating auto parts stores and retailers to use to repair the faulty equipment on their vehicle.

Policy Manual Update – We recently completed our annual policy manual update with the help of our Lexipol consultants. Due to the last legislative session, there were several policies that required updates to remain in compliance with new laws and required procedures. A couple of new policies were added to cover new programs such as our Car Care Program and a medical assistance policy to cover the Naloxone administration. We will also be adding a safety committee within our department due to the number of people which is also covered by a new policy. Without the help of Lexipol, it would take an enormous number of hours to keep up with the updates and would definitely affect our Accreditation status.

Umatilla Police Officer's Association activities – The UPOA sponsored the Umatilla Alumni Association all school reunion farewell breakfast in July. In August, the UPOA renewed their membership with the Viking Champions Program. In September, the UPOA sponsored a team for the Heritage Golf Tournament that supports both the Alumni Association and the Umatilla Museum.

CITY OF UMATILLA, OREGON
AGENDA BILL

<p>Agenda Title: Resolution No. 13-2020 - A Resolution Authorizing the City Manager to Sign an Agreement with David and Treeva Pinnock for Park Concessionaire Services at the Umatilla Marina and RV Park</p>	<p>Meeting Date: 2019-10-15</p>
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<p>Department: Finance & Administrative Services</p>	<p>Director: Melissa Ince</p>	<p>Contact Person: Melissa Ince</p>	<p>Phone Number:</p>
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<p>Cost of Proposal: 67,000</p> <p>Amount Budgeted: 67,000</p>	<p>Fund(s) Name and Number(s):</p>
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<p>Reviewed by Finance Department:</p>	<p>Previously Presented: 10/1/19</p>
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Attachments to Agenda Packet Item:

[RES 13-2020.docx](#)

[UMATILLA MARINA AND RV PARK CONCESSIONAIRE SERVICES AGREEMENT.docx](#)

Summary Statement:

The City issued a Request for Proposals for concessionaire services at the Umatilla Marina and RV Park. Upon review of the proposals received, the City has determined that it is in the City's best interest to award to the contract to David and Treeva Pinnock. The contract will take effect November 1, 2019.

Suggested Action: Motion to approve Resolution No. 13-2020

Consistent with Council Goals:

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

RESOLUTION NO. 13-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH DAVID AND TREEVA PINNOCK FOR PARK CONCESSIONAIRE SERVICES AT THE UMATILLA MARINA AND RV PARK

WHEREAS, the City advertised a Request for Proposals for concessionaire services at the Umatilla Marina and RV Park; and

WHEREAS, upon receipt and review of the proposals received, the City, in its sole and absolute discretion, has determined that based on the criteria stated in its Request for Proposals, David and Treeva Pinnock's proposal best fulfills the requirements; and

WHEREAS, the proposal received from David and Treeva Pinnock will promote and foster the development and improvement of the community and the Park and is in the best interest of the economic growth and development of the City; and

WHEREAS, acceptance of David and Treeva Pinnock's proposal will result in direct and indirect economic benefits to the City; and

WHEREAS, it is appropriate that the City enter into a Park Concessionaire Services Agreement (the "Agreement"), the form of which is attached hereto as Exhibit "1," with David and Treeva Pinnock for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational experience within the Umatilla Marina and RV Park.

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

1. The City does hereby authorize the City Manager to sign an agreement with David and Treeva Pinnock for park concessionaire services.
2. The City does hereby authorize the City Manager to negotiate any future contract amendments provided that the financial scope is within the budget authority provided in that fiscal year.

PASSED by the City Council and signed by the Mayor this 15th day of October, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

UMATILLA MARINA AND RV PARK CONCESSIONAIRE SERVICES AGREEMENT

This Contract is entered into by and between Umatilla, a political subdivision of the State of Oregon ("City"), and David and Treeva Pinnock ("Contractor"), referred to collectively in this Contract as "the parties". City and Contractor agree as follows:

1. STATEMENT OF WORK

1.1 Contractor will perform concessionaire services for City at those City Parks specified in this Contract, in accordance with the requirements of this Contract.

1.2 Contractor's Work is further described in Exhibits C through E.

2. CONTRACT DOCUMENTS

2.1 The Contract. The Contract consists of this document and all exhibits listed below, which are incorporated into this Contract as referenced here. In the event of a conflict between the requirements of this document and any Exhibit, the requirements in this document prevail.

2.2 Exhibits. With this document, the following Exhibits are incorporated into the Contract:

Exhibit A Standard City Contract Conditions

Exhibit B Insurance Coverages Required

Exhibit C Concessionaire General Duties and Obligations

Exhibit D Concessionaire Site Management Duties and Obligations

Exhibit E Concessionaire Janitorial Duties and Obligations

Exhibit F Revenue, Billing, and Payment

Exhibit G Park Area Maps

3. CONSIDERATION AND PAYMENT

3.1 Consideration. Amounts due to each of the parties will be determined as described in Exhibit F.

3.2 Payment. Payments required of City and Contractor will be made in accordance with the requirements of Exhibit F.

4. EFFECTIVE DATE AND DURATION

4.1 Effective Date. Upon the signature of all parties, this Contract is effective Nov.1, 2019.

4.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Contract will terminate October 31, 2022, with two one-year renewal options. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

5. MULTIPLE COUNTERPARTS. This Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any amendments so executed will constitute an original.

- - SIGNATURES - -

CONTRACTOR’S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO CITY THAT:

- The undersigned person has authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

CITY:

DAVID AND TREEVA PINNOCK

CITY OF UMATILLA

By: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Umatilla

Address: _____

700 6TH ST.
Umatilla, OR 97882

Tax ID No.: _____

EXHIBIT A – STANDARD CITY CONTRACT CONDITIONS

1. CONTRACTOR'S STATUS

- 1.1 Independent Contractor Status.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor that is not an officer, employee or agent of City as those terms are used in ORS 30.265.
- 1.2 Contractor's Responsibilities.** Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between City and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.3 Contractor Not Employee.** Contractor is not currently employed by City and will not be under City's direct control and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
- 1.4 Reporting of Payments.** Contractor acknowledges that City will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

2. INSURANCE AND INDEMNIFICATION

- 2.1 Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify City of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by City, and has obtained City's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by City to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, City reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.

2.4 No Limitation. Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

2.5 Indemnification. To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, Contractor agrees to indemnify, defend, and hold City, its mayor, its councilmembers, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. However, Contractor will not be required to indemnify or defend City for any liability arising solely out of wrongful acts of City's own councilmembers or mayor, officers, employees, or agents.

3. CONTRACTOR'S OBLIGATIONS

3.1 Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless City has good cause and the Contract provides otherwise.

3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.

3.3 Contractor agrees that City will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

3.5 Contractor may not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold City harmless from any such lien or claim.

3.6 Unless otherwise provided by the Contract or law, Contractor agrees that City and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after City makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by City.

4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON LAW

4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or

material for the performance of the work provided for in the contract.

- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished.

4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:

- (a) Contractor must promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:

- (a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (d) If this Contract is for services at a City fair or for other events authorized by a City fair board, employees must be paid at least time and a half for work in excess of 10 hours

in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

- (e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (f) This section (4.3) does not apply if the Contract is strictly for goods or personal property.

4.4 Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before City will make final payment on the contract.

4.5 Pursuant to ORS 316.167, Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees.

4.6 Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

5. MODIFICATION AND TERMINATION

5.1 Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties.

5.2 Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. City may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 90 days' advance written notice. City may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or City, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable

time to proceed with a substantial portion of the work.

5.3 Remedies and Default. City may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the public contract or other applicable law. The Contract may be canceled at the election of City for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.

5.4 Availability of Funds. City certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, Contractor understands and agrees that, if City does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. City will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, City will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit City to terminate the contract in order to provide similar services or goods from a different contractor.

5.5 Force Majeure. Neither City nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. City may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

6.2 Governing Law. All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by City of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Forum and Venue. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Umatilla, Oregon.

7. MISCELLANEOUS PROVISIONS

7.1 Merger. This Contract contains the entire agreement of City and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

7.2 Waiver. Failure of City to enforce any provision of the Contract does not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

7.3 Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.4 Survival. The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.5 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Contract.

7.6 Protection of Consumer Personal Information. Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.

7.7 Non-Assignment. Contractor may not assign or transfer its interest in this Contract without prior written approval of City.

7.8 Binding on Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

7.9 No Third-Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.

7.10 Headings. The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

EXHIBIT B -

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of the City as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:



COMMERCIAL GENERAL LIABILITY The insurance shall include:

Policy must include:

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

POLICY LIMITS

- \$2 million per occurrence*/\$4 million aggregate
 - \$ occurrence / aggregate
- (Amount approved by risk or required by contract)

***Umbrella coverage to increase the policy limits to the required amount is acceptable**

Aggregate limits:

- Per Policy (most contracts)
- Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by City. All claims-made forms must be approved by City in advance and provide tail/continuous coverage for 24 months from the end of the project.



AUTOMOBILE LIABILITY insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include the City of Umatilla, its officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent). ***Umbrella coverage to increase the policy limits to the required amount is acceptable.**

LIMITS

- \$2 million combined single limit per accident for bodily injury and property damage*
- \$ Amount approved by risk and required by contract



PROFESSIONAL LIABILITY insurance – with limits not less than \$ (1,000,000 per occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.



POLLUTION LIABILITY INSURANCE – with limits not less than \$ 1 million per occurrence. Coverage must be continuous for 24 months from the end of the project.



ADDITIONAL INSURED ENDORSEMENT. The general liability insurance coverage required for performance of this contract shall be:

By blanket or by written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract **MUST** include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided.

By specific (not blanket or by written contract requirement) **endorsement** to name **“City of Umatilla and its officers, agents and employees as additional insureds”** on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement.** and the policy must be endorsed to show cancellation notices to the City of Umatilla department who originated the contract.

Coverage shall include completed operations and be primary and non-contributory with any other insurance and self-insurance.



WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY Statutory amount or minimum of \$1,000,000 when not regulated by statute.



FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ per employee. (\$10,000 minimum when required)

Any questions concerning insurance and indemnity should be directed to

City of Umatilla – Finance & Administrative Services Department at melissa@umatilla-city.org

EXHIBIT C – CONCESSIONAIRE GENERAL DUTIES AND OBLIGATIONS

1. CONCESSIONAIRE LOCATION REQUIREMENTS AND USE OF PREMISES

- 1.1 Contractor must establish and maintain a permanent residence within fifty (50) miles of the Umatilla Marina and RV Park during the term of this Contract. Periods of absence are permitted with the prior written consent of City.
- 1.2 Contractor must maintain the campground office with corresponding facilities and the surrounding area in a neat and orderly condition, in a manner acceptable to City. Contractor is responsible for minor and routine repairs to and maintenance of these facilities. Smoking inside any City facility, including the concessionaire office, is prohibited and may be cause for termination of the Contract. Major repairs, alterations, or improvements may be made only with the prior written consent of City, which will not be unreasonably withheld. Any damage to City property caused by Contractor, other than ordinary wear and tear, must be fully repaired in a manner satisfactory to City at Contractor's expense. City has no responsibility for damage or loss of any personal property of Contractor.
- 1.3 Pets of any kind, other than certified service animals, are prohibited by Contractor.
- 1.4 Contractor must utilize the City office/concession stand for collecting fees and providing customer service.
- 1.5 Contractor may not store personal property that is bulky or detracts from the uncluttered appearance of the property, such as construction materials, recreational vehicles, boats, and the like, without the prior written approval of City, which will not be unreasonably withheld.
- 1.6 Contractor may not engage in any commercial or political activity, including the display of advertising materials, signs, billboards, and the like without the prior written approval of City.
- 1.7 Contractor must maintain Contractor's own telephone service for personal use. City will provide telephone service for use related to this Contract, and a computer with internet access for registration purposes. City will provide electrical, water, sanitary, internet, and trash collection services. Any other desired utilities are the responsibility of Contractor.

2. CONCESSIONAIRE TOOLS AND EQUIPMENT

- 2.1 City will provide basic tools necessary to perform the concessionaire duties under in this Contract, including, but not limited to: mower(s), blower(s), string trimmers, and other tools mutually agreed to be necessary for the work of this Contract.
- 2.2 Contractor is responsible for providing all other necessary furnishings, equipment, supplies, and inventory items necessary to perform the obligations of this agreement.
- 2.3 City has no responsibility for damage or loss of any personal tools or equipment of Contractor.

3. CONCESSIONAIRE DUTIES

- 3.1 Contractor is responsible to provide the specific concessionaire duties described in Exhibits D and E in the park areas identified in Exhibit G.
- 3.2 Contractor must at all times, while performing the duties of this agreement, wear City-provided identifiable clothing such as shirts, vests, hats, or any other item of clothing with Umatilla identifiable logos as directed by City.
- 3.3 Contractor must at all times perform these duties in a safe manner. If Contractor fails to follow standard safety practices City may reduce payment or terminate the Contract in accordance with the terms of the Contract.
- 3.4 Contractor must provide assistance and information to the public and, at all times, act in a manner that promotes a positive image of the City.
- 3.5 Contractor is responsible to inform the public of park rules, but is in no way responsible for obtaining compliance with these rules, except to the extent that may be accomplished by verbal persuasion. Contractor must promptly notify City staff and/or law enforcement officers of serious rule violations that may pose a threat to public health and safety.
- 3.6 Contractor must notify City staff of damage to City or personal property, or of personal injury.
- 3.7 Contractor must provide proper care and security for, and ensure operation of, the credit card swiper(s) provided by City, and comply with Umatilla cash and credit card handling procedures and Payment Card Industries (PCI) policies and procedures. Contractor is responsible to ensure that customers' credit card information is used only for legitimate City purposes. Contractor is solely responsible for any unauthorized use of customer credit information received while performing duties under this agreement.

4. CITY'S AUTHORITY TO ENSURE CONCESSIONAIRE'S PERFORMANCE

- 4.1 Contractor and all those engaged by Contractor to provide services under this Contract must pass a criminal background check prior to commencement of work under this Contract. Contractor agrees that City may, from time to time, conduct subsequent background checks, and if any person engaged by Contractor fails at any time to pass a criminal background check, that person must be immediately terminated from work under this Contract.
- 4.2 Contractor will provide to City a deposit of \$1,000 to guarantee Contractor's compliance with the terms of this Contract. Deposit shall be paid to City by February 1, 2020. Upon expiration or mutual termination of this Contract, the deposit will be paid to Contractor along with final payment under the contract. If Contractor fails to perform under this Contract, or is terminated for cause, the deposit will be retained by City as partial compensation for the Contractor's failure to perform in accordance with the terms of the Contract.
- 4.3 City will regularly inspect the service areas to verify Contractor's performance of duties and compliance with standards, and will inform Contractor of any deficiencies

observed, which must be immediately corrected or remedied by Contractor. A failure by City to observe or object to any violation any terms or conditions of this agreement will not constitute a waiver by City of any requirement or of City's right to demand strict performance by Contractor of the work of the Contract and compliance with its conditions and requirements.

- 4.4 Serious or repeated performance deficiencies may result in reductions in the amount due to Contractor under the Contract and may entitle City to retain the Contractor's deposit.

5. SUBCONTRACTING, SUBSTITUTION, AND OTHER EMPLOYMENT

- 5.1 Contractor may subcontract or hire employees to perform the services to be provided under this Contract, provided that all subcontractors or employees must pass a criminal background check prior to performing services. Contractor must provide to City an up-to-date list of all employees or subcontractors who are performing services under this Contract, including such information as is necessary to allow City to conduct a criminal background check.
- 5.2 Contractor may, on an occasional and temporary basis, and when requested from and approved by City in writing, arrange for a substitute to perform Contractor's duties in Contractor's absence.
- 5.3 Nothing in this agreement prohibits Contractor from engaging in additional employment or other contract so long as such employment or contract does not conflict with the performance of Contractor's duties and responsibilities under this Contract. Contractor must give City written notice of any such additional employment or contract.

6. OTHER PROVISIONS

- 6.1 Contractor understands and acknowledges that Contractor receives additional benefits as compensation for the work of this Contract, including receipt of services and amenities that are provided at no cost to Contractor, including the use of the park/campground office and other facilities, water service, sewer service, garbage disposal service, one complimentary moorage slip (if desired), and other benefits as mutually agreed upon.
- 6.2 Contractor understands and acknowledges that, if the park site in this contract is identified in Exhibit E as being located on property leased from the United States government, the terms of the lease agreement will apply to this Contract as well. A copy of the lease document will be provided to Contractor upon request.
- 6.3 Contractor will comply with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 (32 CFR Part 300) issued pursuant thereto. Contractor may not discriminate against any person or persons because of race, creed, color, handicap, sex, or national origin in the performance of this Contract.

EXHIBIT D – CONCESSIONAIRE SITE MANAGEMENT DUTIES AND OBLIGATIONS

1. PARK SITE DESCRIPTION

The work of this Contract is for Concessionaire duties at the City's Umatilla Marina and RV Park including the day due areas, campground, and marina as identified in Exhibit G. Umatilla Marina and RV Park is open year-round.

2. PARK HOST MANAGEMENT

Contractor may engage Park Host(s) or other employees or contractors (Park Host) to assist Contractor in the day-to-day operation of the park. Contractor is responsible for the management, supervision, compensation, and personal conduct of any Park Host(s) hired to assist Contractor. Contractor must provide each Park Host(s) with a designated Park Host campsite, and is responsible to ensure that the Park Host site is kept in a neat and orderly fashion. With respect to any of Contractor's duties assigned to Park Host(s), Contractor must communicate all the scope of Contractor's duties and responsibilities, and ensure Park Host(s) are in compliance.

3. PATROL DUTIES

3.1. Contractor must perform security checks of the park on a daily basis. As part of these general patrol duties, Contractor must:

- Report any damage, vandalism, and/or break-ins to City;
- Ensure that all doors are unlocked and locked according to the park schedule,
- Perform general litter removal;
- Ensure that all utilities are turned off according to reservation schedules;
- Check for any electrical, sewer, and water problems, and report any such problems to City;
- Report emergency situations to City and/or law enforcement officers as appropriate; and
- Bring to the attention of City any non-emergency situations affecting the operation of the park.

Contractor must provide written notification to City at least three days prior to any scheduled period of absence; and provide for continuation of these services during any period of absence.

3.2 Incident reporting. Contractor must turn in an incident report to City when there is an injury, accident, code violations, safety concern, or property damage.

3.3 Contractor must understand and adequately communicate park rules to park visitors, monitor the activities of park guests, and attempt to gain voluntary compliance with park rules by friendly persuasion. If Contractor cannot gain compliance of park rules through friendly persuasion, Contractor must contact City.

3.4 Contractor must notify City when a camper is at the 12th day of a 14 day reservation.

4. DISTRIBUTION OF CITY MATERIALS AND MERCHANDISE

4.1 Umatilla Materials. Contractor must sell, distribute, and document Umatilla literature, materials, and merchandise at the direction of City. All proceeds from such sales must be given to City, according to a regular schedule adopted with the approval of City. Contractor shall comply with distribution policies and procedures and accurately document the sale of each item using the City provided point of sale system.

4.2 Concessions:

- Contractor may provide an adequate and suitable selection of food and beverages necessary for the enjoyment and convenience of park users. Contractor must keep on duty, at all times such services are being rendered, responsible representatives capable of providing prompt, skilled, and accurate service.
- Contractor may provide an adequate and suitable selection of water and open space recreational activities and services desired for the enjoyment and convenience of park users. Contractor must keep on duty, at all times such services are being rendered, responsible representatives capable of providing prompt, skilled, and accurate service.
- All concessions products are subject to the approval of City and must be purchased by Contractor at Contractor's expense.
- Contractor is responsible for collecting and accepting all payment and providing concession sales reports in the form requested by City.
- Contractor's concession rights under this agreement are non-exclusive, and City may provide for other sales of concession items at the park.

5. FINANCIAL MANAGEMENT

5.1 Contractor is responsible for daily reconciliation of accounting paperwork, daily cash/check/credit deposits associated with campground registration and reservation programs, moorage fee collection, and any other fees.

5.2 Contractor is responsible for invoicing and fee collection of all moorage holders. Moorage holders that moor their boats for a month or longer shall be invoiced monthly with corresponding electrical use being invoiced quarterly.

5.3 Contractor must provide all reports in the manner described in sections 1.2 and 2.2 of Exhibit F.

5.4 Contractor must make payments and deposits in the manner described in section 2.2 of Exhibit F.

6. MAINTENANCE AND OPERATION SCHEDULE AND REQUIREMENTS

6.1 General Park Maintenance and Operation. Applicable to all park areas:

- Comfort Stations. Basic cleaning of the day use comfort stations twice daily at a frequency that is acceptable to City that will consist of disinfecting surfaces and toilet bowls and restocking of all needed paper products. City will provide the necessary supplies for the bathrooms. Contractor will clean comfort stations to a standard acceptable to City.
- Picnic Areas by Reservation. Clean and prepare all day-use Picnic Areas according to reservations report or as needed upon request by City. Contractor may request

assistance from City to clean and prepare Picnic Areas in order to meet reservation demand, subject to the availability of City resources to assist with preparations and cleanings. Post reservation signs per schedule provided by City.

- Mowing and String Trimming. Mow and string trim all areas weekly or as needed to keep the grass less than 4" in height, or upon request by City.
- Gate. Open and close gates on schedule requested by City.
- Litter. Remove daily as necessary, and when requested by City, from all use areas and parking lots.
- Customer Service. Provide assistance and information to the public, greet visitors, answer questions, receive comments, and be readily accessible to the public, and at all times act in a manner that promotes a positive image of City. Keep stocked any City provided informational literature at the campground office.
- Dump Station. Clean on a daily basis and as needed. Collect fees as often as used and include in deposit.
- Fee Collection. Collect drop-in camping fees, extra vehicle fees, shower fees, ice sales, firewood sales, day use pass sales, or other City requested sales or fees as required.
- Garbage. Monitor dumpsters and notify City staff if dumpsters need emptying outside the normal set schedule.

6.2 Campground Maintenance and Operation. In addition to general maintenance and operation:

- Accounting: City may audit Contractor's financial records at any time without prior notification. Contractor shall communicate registration and accounting procedures to park host(s) and ensure procedure compliance. Contractor shall also:
 - Daily--reconcile all accounting paperwork, daily cash/check deposits associated with campground registration and reservation programs, and fees associated with Fee Collection as stipulated in Exhibit D and update all onsite campground registration and reservation information.
 - Weekly—submit accounting reports using the official City approved computer reservation software reports and turn in all revenues received.
 - Campsite Clean-Up: After checkout of each campsite patron and before check-in of the next campsite patron: hose off campsite spurs, rake site, clean out fire pits as needed, remove litter, and perform any other task necessary to best present and prepare the campsite, or according to City request.
 - Mowing and String Trimming: Incidental campsite mowing and string trimming as needed or when possible when campsites are unoccupied, or according to City request.
- Firewood: Sell City-provided firewood to campground patrons at a per-bundle price determined by City with all proceeds being returned to City.
- Ice: Sell ice to campground patrons at a per-bag price as determined by City, with all proceeds being returned to City. City shall coordinate delivery of ice by a third party vendor.
- Campsite Registration and Campground Reservations: On a daily basis, Contractor must:
 - Update all onsite campground registration and reservation information;
 - Enter all drop-ins into the official City computer reservation software no later than noon each day;
 - Post reservation signs at campsites, based upon City-supplied information on reservations made through the Parks Office and website as well as reservations made at the site;
 - Register campground patrons, including completion of campground registration forms, assignment of campsites, and collection of campsite fees; and
 - Inspect and survey campground daily as needed or upon City request to ensure campground patrons are registered and have paid all associated fees.

- Campground Office/Concession Stand. Establish regular hours of operation for the campground office/concession stand, subject to approval by City, and post the operating hours prominently at the stand. Contractor may remain open past operating hours, at Contractor's discretion.
- Hours of Availability. Contractor or a representative of Contractor is to be available to campground patrons to answer questions on a 24 hour per day, 7 day per week basis. Contractor or Contractor's designee to be available using City-provided office/business phone located within campground office outside of regular hours of operation.
- Restroom Cleaning and Open/Closing Schedule. Open, close, and maintain restrooms on a daily basis, according to a schedule mutually established by Contractor and City.

6.3 Marina and Moorage Maintenance and Operation. Manage the moorage of boats and allocation of space assignments in the marina area to provide for safe operations and conditions in accordance with City's Municipal Code, other rules and regulations, and the directions of City.

- Fee Collection. Collect daily, weekly, monthly, and annual fees as set forth in the City's Fee Schedule.
- Routine Inspection and Maintenance. Perform weekly inspections of the marina facilities as needed and report any problems to City. Perform routine maintenance of the marina which includes, but not limited to: drilling down screws, tightening cleats, securing bumper stock, removing debris from docks, and other routine maintenance requested by City.
- Fuel Station. Perform inspections and request assistance from City as necessary. Accommodate all fueling requests from the public and provide prompt and responsive service.
- Customer Service. Provide assistance and information to the public, greet visitors, answer questions, receive comments, and be readily accessible to the public, and at all times shall act in a manner that promotes a positive image of City.
- Restroom Cleaning and Open/Closing Schedule. Open, close, and maintain on a daily basis, according to a schedule established by City and Contractor.

EXHIBIT E – JANITORIAL DUTIES AND OBLIGATIONS

1. SCOPE OF JANITORIAL DUTIES

- 1.1 The work required under this agreement provides for cleaning and janitorial services, limited to public restrooms located within the park site, as described in section 1 of Exhibit D.
- 1.2 Temporary closure of public restrooms by Contractor is authorized only during scheduled cleaning times.

2. EQUIPMENT AND SUPPLIES

- 2.1 Contractor must furnish all equipment necessary to accomplish the janitorial duties required by this Contract. All Contractor's equipment must be in good operating and mechanical condition, according to the original manufacturer's design.
- 2.2 Contractor must furnish all cleaning supplies and products necessary to accomplish the janitorial duties required by this Contract, except for the City-supplied goods specified in section 3 of this Exhibit. All products and supplies must be used in accordance with the manufacturers' instructions for strength, application, and usage; and may not be mixed with other products except as specifically stated in the manufacturers' instructions.
- 2.3 Cleaning and Deodorizing Products. Contractor must supply a list of all cleaning and deodorizing products to be used in performing janitorial duties, including germicidal disinfectants, scouring powder, bowl cleaner, deodorizers, detergents for City's approval. Such products must comply with the following:
 - Cleaning Agents. Only soap, soap compounds, and biodegradable detergents may be used. Any cleaning compound containing disinfectants or deodorants must be biodegradable, and must be labeled that the compound contains disinfectants and/or deodorants.
 - Germicidal Disinfectants. Only standard commercial germicidal disinfectants generally available to the public may be used.
 - Deodorizers. All deodorants must be products packaged and sold for use as a deodorizer.
- 2.4 Cleaning Supplies. Contractor must provide and maintain a supply of squeegees, hoses, dust mops, scrub brushes, brooms, stiff scrub brushes, window cleaning supplies, and cleaning and deodorizing products in designated material and equipment storage areas, pipe chases, janitor's closets, or other secure locations.
- 2.5 Product Safety. Contractor must comply with all chemical hazard communication requirements found in OSHA Standard 29 CFR 1910.1200. Contractor must obtain Safety Data Sheets (SDS) for all products used by Contractor and provide copies of each to City and in each location where products are stored.

3. CITY-FURNISHED SUPPLIES & EQUIPMENT

City will furnish to Contractor, in quantities sufficient for the performance of the janitorial duties, the following supplies and equipment:

- Liners for wastebaskets, sanitary napkin disposal boxes, and other waste receptacles
- Toilet paper

- Foam or liquid hand soap
- Toilet plungers
- Trash containers and wastebaskets
- Water and electricity from existing onsite outlets, in quantities sufficient for the performance of the janitorial duties.

4. SCHEDULE OF JANITORIAL DUTIES

- 4.1 Janitorial duties for all facilities must be performed in accordance with the following schedules. Additional janitorial cleanings and service may be required when necessary, or upon request by City.
- 4.2 Daily schedule. At least once a day, Contractor must:
- a. Empty and reline trash receptacles inside the restrooms and within 50 feet of the building.
 - b. Sweep and clean floors.
 - c. Empty, clean, and disinfect sanitary napkin disposal boxes.
 - d. Scrub, clean, disinfect and rinse all plumbing fixtures.
 - e. Clean toilet stall partitions and interior walls.
 - f. Check and resupply soap dispensers, toilet tissue dispensers, and deodorant cakes.
 - g. Clean exterior concrete surfaces and vestibules, as necessary.
- 4.3 Weekly schedule. Not less than weekly, Contractor must:
- a. Clean exterior of building and vestibules.
 - b. Sweep and wet mop pipe chase floors.
- 4.4 Monthly. Not less than monthly, Contractor must:
- a. Clean fluorescent fixtures, including exterior, tubes and diffusers.
 - b. Clean exterior surfaces of exterior incandescent light fixtures.
 - c. Clean interior and exterior surfaces of windows and skylights.
 - d. Descale plumbing fixtures.
 - e. Clean and disinfect floor drains.

5. PERFORMANCE STANDARDS

Contractor's janitorial services must meet the ordinary standard of janitorial performance, including the standards described below.

- 5.1 Trash Receptacle Emptying: Trash receptacles and wastebaskets must be free of all trash and debris, and a new clean plastic liner installed. All emptied trash and debris must be placed at a designated receptacle at each park. Any debris or residue spilled during emptying or transporting must be retrieved and disposed of. Incidental trash and refuse within or adjacent to restrooms and receptacles must be removed at the time receptacles are emptied.
- 5.2 Window Cleaning: Window frames, sills, casings, and transparent surfaces must be free of dust, dirt, smudges, handprints, and foreign matter. Only window cleaner and clean rags may be used for window cleaning, and only cleaning agents approved for use on plastic may be used on skylights and plastic windows.
- 5.3 Dusting: Surfaces must be free of dust, litter, lint, and soil, using a dusting solution and saturate dust mops and rags to facilitate removal, except where the solution would damage the item being dusted.

- 5.4 Sweeping: Swept areas must be free of litter, dust, and foreign debris, including all exposed corners, steps, and stairs. Wastebaskets, trash containers, and other movable objects must be moved and the areas under such objects swept. On floors with a smooth surface, including tile and interior sealed concrete, Contractor may dust mop instead of sweeping.
- 5.5 Floor Cleaning: Prior to hosing, floors to be cleaned must be swept or vacuumed, and wastebaskets and other movable objects removed. Floors are to be cleaned using a pressure hose, stiff scrub brush, and squeegee to remove all soil and non-permanent stains from the surface, and a disinfectant used to sanitize the cleaned floor. Floors must be rinsed with clean water after application of disinfectant detergent solution, followed by removal of water using a squeegee. After cleaning, the surface must have a uniform appearance, with no standing water, streaks, detergent residue, or evidence of soil, with no splash marks or streaks on walls, baseboards, etc. Wastebaskets and trash containers must be moved back in place.
- 5.6 Cleaning of Plumbing Fixtures: A disinfectant solution must be used in cleaning all restroom fixtures. Cleaned fixtures must be free of streaks, stains, scale, scum, urine deposit, and rust stains. Fixtures must be dried after cleaning.
- 5.7 Wall Cleaning: Doors and door frames are to be cleaned along with walls. Cleaned walls and doors must be free of cobwebs, dust, dirt, soil streaks, detergent film or residue, splash marks, and other soil.
- 5.8 Counter Cleaning: Counter tops must be cleaned by hand using a sponge or cloth dampened in a disinfectant detergent solution, rinsed, and dried. Cleaned surfaces must be free of dust, dirt, soil streaks, soap scum, detergent film, or other residue.
- 5.9 Fluorescent Light Fixture Cleaning: Diffusers or lenses must be removed from each fixture and washed in detergent solution, rinsed, dried, and replaced. The balance of each fixture and lamp tubes must be cleaned with a damp cloth. Cleaned fluorescent light fixtures must be free of all dust, dirt, streaks, and detergent residue.
- 5.10 Incandescent Light Fixture Cleaning: Globes or shrouds must be removed from each fixture and washed in detergent solution, rinsed, dried, and replaced. The balance of each fixture and must be cleaned with a damp cloth. Cleaned fluorescent light fixtures must be free of all dust, dirt, streaks, and detergent residue.
- 5.11 Exterior Building Wall and Security Light Fixture Cleaning: Exterior building walls including louvers, screens, doors, frames, eaves, and overhangs must be free of all cobwebs, dirt, stains, insect or bird nests, graffiti, litter, etc., except for marks or materials that cannot be removed without damage to the painted surface. Exterior security light fixtures must be cleaned of all cobwebs, insects, dirt, etc. and the diffusers, flood light bulb, and fixture exterior surface cleaned with a damp cloth.
- 5.12 Cleaning and Disinfection of Floor Drains: Clean and remove all accumulated debris in the area of the drain. Remove drain covers with a screwdriver, clean and disinfect all parts, and replace and secure covers. Opened drains may not be left unattended while uncovered.
- 5.13 Descaling of Plumbing Fixtures: Using acid-type bowl cleaner and, when necessary abrasive compounds, remove scum, mineral deposits, rust stains, and other matter from toilet bowls, urinals, and sinks. After descaling, the entire surface must be free from streaks and residue. Caution must be used to prevent damage to adjacent surfaces caused by spills of cleaning compounds.

- 5.14 Sanitary Napkin Disposal Box Cleaning: Remove debris from wall or partition mounted disposal boxes, clean and disinfect all surfaces of fixture with detergent disinfectant solution, and reline with a correctly sized waste receptacle liner.
- 5.15 Disinfection Cleaning: Areas to be disinfected after cleaning include all surfaces of toilet bowls, urinals, lavatories, showers, dispensers, partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories and related surfaces using a disinfectant detergent solution applied with a clean sponge, polyester abrasive pad, toilet bowl mop, or synthetic fiber cloth.
- 5.16 Refilling of Supplies: Top up liquid hand soap dispensers, refill toilet paper and toilet liner dispensers, and place replacement deodorant cakes in urinals as necessary. Refilling of toilet paper may be required more than once per day.

EXHIBIT F – REVENUE, BILLING, AND PAYMENT

1. PAYMENTS TO CONTRACTOR

1.1 Amounts due to Contractor from City under this Contract will be determined as follows:

a. General Services. Payment for campground, day use, marina, and janitorial operational services. The amounts of:

- \$8,500 per month in the period November 2019 and December 2019 (including \$2,000 advance payment each month)
- \$5,500 per month in the period January through April 2020
- \$6,500 per month in the period May 2019 through October 2022

If contract is terminated prior to April 30, 2020, Concessionaire will reimburse City for proportionate remaining share of advance payment from November and December 2019.

b. Payment for campground reservation and customer service. A percentage of the campground reservation receipts (not including reservation fees) according to the following schedule:

- Concessionaire-booked reservations (drop-ins): 5% of gross receipts
- All other reservations (from website, City staff, etc.): 2% of gross receipts

c. Payment for moorage and marina monitoring and maintenance. A percentage of the moorage receipts (not including reservation fees) according to the following schedule:

- Annual Moorage: 5% of gross receipts
- Monthly Moorage: 20% of gross receipts
- All Other Moorage: 30% of gross receipts

1.2 As a condition of payment to Contractor from City, Contractor must:

- a. Submit an accurate invoice monthly to City, not later than the 15th of each month, to receive payment by the last day of the month. Invoices submitted later than the 15th of each month will be paid by the City within three weeks.
- b. Report to the City monthly all payments received and due, using an itemized voucher in a form acceptable by the City.

1.3 Payment terms. Provided that Contractor has timely submitted the reports described above, City will make payments to Contractor no later than last day of the month for 1.3a and 1.3b and according to 1.3c as follows:

- a. General Services payments will be made monthly upon receipt of a timely invoice as described in 1.2.
- b. Payment for Campground Revenue Sharing will be made quarterly not later than the last day of the month of the following month of the previous quarter.
- c. Payment for Marina Revenue Sharing will be made twice a year:

- For fees collected January 1 through May 15, payment will be made by City not later than the following June 30th.
- For fees collected in the period of May 16 through December 31, payment will be made by City not later than January 31st of the following year.

1.4 At the expiration of the Contract period, including any extensions, and upon satisfactory completion of the work of this agreement, City will pay Contractor the amount deposited under section 4.2 of Exhibit C and any remaining sums due according to Section 1.3 of Exhibit F within 30 days of termination of the Contract.

2. PAYMENTS TO CITY

2.1 Amounts due to City under this agreement will be determined as follows:

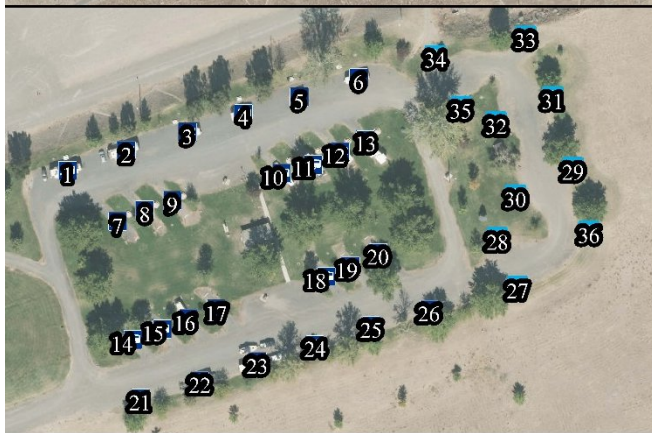
- a. Fees and sales. Amounts collected by Contractor for sales and fees itemized in the following schedule are the property of the City:
 - Drop-in camping fees
 - Extra vehicle fees
 - Firewood/Ice/Fuel sales
 - Parking Pass Sales (generally help during major events)
 - Moorage fees (if applicable)
 - Laundry fees (if applicable)
- b. Concession Sales. 5% of the gross receipts from all concession sales, computed monthly.

2.2 Deposits of money due to City:

- a. Fees and sales. All amounts collected by Contractor for fees and sales must be reported and deposited to the City according to City's policies and procedures. Most deposits are due daily. Contractor must submit completed required reports to City at the same time the deposit is made.
- b. Concessions. Amounts due to City as a percentage amount of concessions sales must be reported and paid to the City monthly, with a corresponding sales log/report, not later than the last day of the month following the month for which sales are reported and the percentage paid.

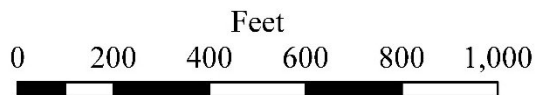
EXHIBIT G – PARK AREA MAPS

**UMATILLA MARINA AND RV PARK
1710 QUINCY - UMATILLA, OR 97882
541-922-3939**



Legend

- | | | | | | |
|--|-------------|--|---------------|--|---------|
| | RV Spots | | Dumpster | | Office |
| | Tent Spots | | Fish Cleaning | | Parking |
| | Bathroom | | Fuel Island | | RV Dump |
| | Boat Launch | | Gazebo | | Shower |
| | Swim Area | | Park Boundary | | |



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 8/8/2019

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: Resolution No. 14-2020 DLCD Technical Assistance Grant	Meeting Date: 2019-10-15
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Department: Community Development	Director: Tamra Mabbott	Contact Person: Tamra Mabbott	Phone Number: 541-922-3226 X101
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Cost of Proposal: \$3,000 Amount Budgeted: \$3,000	Fund(s) Name and Number(s):
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Reviewed by Finance Department:	Previously Presented: no
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Attachments to Agenda Packet Item:

[City Umatilla TA Grant App.pdf](#)
[RES 14-2020.docx](#)

Summary Statement: Support grant application.

Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.



Department of Land Conservation and Development

2019-21 TECHNICAL ASSISTANCE GRANT APPLICATION

Please complete each section in the form below. Type or write requested information in the spaces provided. **Submit completed applications by October 1, 2019.**

Date of Application: October 1, 2019

Applicant: City of Umatilla

(If council of governments, please also include the recipient jurisdiction name if applicable)

Street Address: 700 Sixth St./PO Box 130

City: Umatilla

Zip: 97882

Contact name and title: Tamra Mabbott, Community Development Director

Contact e-mail address: tamra@umatilla-city.org

Contact phone number: (541) 922-3226 x 101 or (541) 561-501 cell

Grant request amount (in whole dollars): \$30,000

Local Contribution (recommended but not required): \$5,000 in-kind; \$3,000 cash (10% of project)

Project Title:

City of Umatilla: Wetland Bank Site Feasibility Study

Project summary: (Summarize the project and products in 50 words or fewer)

Study the feasibility of developing a wetland bank on City-owned Taxlot #100. This would provide a simple and streamlined process to enable industrial land development. Additionally, developing the wetland would alleviate extensive seasonal flooding in the area that resulted in a Presidentially Declared Emergency in Spring 2019.

Project Description & Work Program

Please describe the proposed project, addressing each of the following in an attachment.

A. Goals and Objectives.

City of Umatilla plans to develop, establish, and maintain a wetlands mitigation bank to enable sustainable economic development. The City would like to study the feasibility of developing the mitigation bank on a City-owned piece of property north of the intersection of Lind Rd. and Margret Ave. in Umatilla, Oregon (Map#5N2815BC & Taxlot #00100 Map5N2815CB & Taxlot #00100). See attached tax lot map. The Feasibility Study project would take 12 months or less to complete and

would result in a final work product that includes recommendations and next steps regarding establishment of a wetland mitigation bank at the proposed site. If the bank site is feasible, the City would begin a long-term process to design the wetland, receive approval of that design from Oregon Department of State Lands and/or Army Corps of Engineers, and develop the banking policies and procedures with agency review to implement the site. The City's recent *Economic Opportunities Analysis* (August 2019) by Johnson Economics defined all land in the wetlands as unbuildable. Johnson Economics also identified the unique and advantageous position that the City of Umatilla is in regarding the large amount of available industrial land. One of the factors that will constrain growth is the absence of utilities in the UBG area. Creating a wetland mitigation bank could create a simple process to develop industrial land with wetlands present.

A mitigation bank is a site where wetlands have been created, restored, enhanced, or preserved for the purposes of providing required regulatory mitigation for one or more projects impacting wetlands. Wetland mitigation banking almost always operates as "offsite" mitigation that is not at the same site of the wetland impacts. Wetlands banking provides an alternative to many small, onsite, individual compensatory mitigation projects. Wetland banks can place a large amount of wetland mitigation in one place and that place can be ecologically superior to many small on-site mitigation areas. Advantages to regulatory and resource agencies include increased efficiency of review and compliance monitoring for mitigation projects. However, there have been many problems and issues associated with banks including acceptance by regulators, measuring success, timing of bank credit release, wetland credit ratios and the complexity of the banking approval.

This is not a stand-alone project. If this proposed study finds the site feasible, it would result in a number of benefits, including: resilience to the impacts of climate change and natural hazards (seasonal flooding), making industrial land more easily developable, and will assist with the City's long-term infrastructure plans to serve the Urban Growth Boundary area. These are described in detail below. If feasible, the City will pursue the next steps recommended in the Final Report as funding allows and as quickly as possible. The site would also be included in the City-wide parks and trail system that the City is currently developing. Not only would the site serve an economic and environmental function, but also provide views and recreational experiences around the wetland site that would not disturb it. The Report will consider long-term funding options for the eventual design and construction of the project concept. If not feasible, the City plans to pursue other options to streamline local development in wetland areas. See attached map of waterways and water sources in the general vicinity.

B. Products and Outcomes.

The expected outcome would be a better understanding of the complex wetland and regional hydrology of the Lind Road area allowing for the development, establishment, and maintenance of a wetland mitigation bank to enable economic development while protecting the City's natural resources and improved management of water and flooding.

The consultant hired by the City to conduct this study will focus on a number of analytical tasks related to City-owned tax lot #100 and Lind Road. The analysis will include, but not limited to: hydrological analysis, hydrogeological analysis, agency coordination and regulatory analysis, site conditions analysis, development needs and basic site concepts, culminating in a Final Report that will

offer a recommendation and next steps for the City in pursuing the ultimate goal of developing the site and permitting it through the proper steps.

This project will meet a number of Program Priorities, including promoting economic development, enabling the development of industrial land, economic development, and planning for resilience to natural hazards and climate change. It will also meet two RST Team Priorities.

A large portion of the City's industrial land (260 acres) and some Commercial (20 acres) is located in National Wetland Inventory-identified wetlands, which make development on that land difficult and expensive without available mitigation options. See attached map entitled "zoning and wetlands." The creation of a wetland mitigation bank on this property will propel economic development by providing landowners and developers that may impact wetlands a simple process.

Wetland mitigation banking involves "offsite" mitigation that is not at the site of the wetland impacts. Using a market approach where a third party (mitigation banker) develops a wetland bank which typically has created or restored wetlands within it. These wetlands once established and functioning, can then be sold as wetland credits to anyone who requires compensatory wetland mitigation as part of a wetland permit. The banked land would continue to be held and maintained by the banker (City) to conserve the wetland in perpetuity. Before establishing it, the City would design the system and landscape to support the wetland function. The bank would have to be approved by the regulatory agencies before finally being established.

While there are ways to develop (Removal/Fill) in wetlands, it often requires extensive mitigation efforts that create a functional wetland in another location if construction and development will destroy or alter one. The City is in a prime position to serve as an intermediary and broker for development in the region to create a wetland bank to serve multiple purposes.

This spring's flooding was particularly bad in this area of the City and compounded by the surrounding irrigation ditches and drains. Many of these areas are not well-defined channels and the water moves quickly and with tremendous force in flooding events through these areas. Residences in the area flooded in the spring and the lot identified as the proposed project site.

C. Work Program, Timeline & Payment.

1. Tasks and Products: List and describe the major tasks and subtasks, with:

a. Hydrological analysis and Map

- **Steps:** Determine the sources of water at the proposed site and the potential to support a man-made wetland long-term if irrigation water supply, which may supply much of the site, is decreased or changed in the future. Consultant will also study hydrology of the surrounding areas (Power "City" and Lind Road) and map the water sources.
- **Interim:** Discussions with the City about preliminary findings and any relevant site conditions.
- **Final product:** Chapter of the Final Report to include all scientific analysis regarding the source of water at the proposed side and potential to support a man-made

wetland long-term if irrigation supply changes in the future. Will include a map of the water sources that supply the proposed site.

b. Agency Coordination and Regulatory Analysis

- Steps: Work with the City to coordinate with US Army Corps (USACE) and Oregon Department of State Lands (DSL), Hermiston Irrigation District, and U.S. Bureau of Reclamation to determine jurisdiction of waters on the proposed site and limitations or rules from said agencies that may restrict site development. Analysis of regulatory limitations and practicality of wetland banking at the proposed site; and examples of similar banks.
- Interim product: Discussions with the City and email summaries of any major discussions with regulatory agencies.
- Final product: Information will be included in the Final Report and will inform its conclusion.

c. Site conditions analysis

- Steps: Document soils present, regional relationships of surface water to local wetlands, hydrological and hydrogeological analysis of water source, relationship to wildlife habitats, presence of rare or endangered species, and surface and groundwater quality. Consultant should also analyze development restricts posed by the overhead power lines.
- Interim: Discussions with City, draft site description
- Final: Chapter and information included in the Final Report

d. Analyze Development Needs and Basic Site Concepts

- Steps: Coordinate with the City to right-size a potential mitigation bank based on existing and projected future development needs in and around the City's identified wetlands. Establish a range of options for the site based on development limitations, regulatory restrictions, site conditions, agency comments, and best practices.
- Interim Product: Draft outline of alternatives for site concept based on location and discussion with the City, due October 1, 2020.
- Final Product: Information included in Final Report.

e. Final Report

- Steps: Create a report that summarizes all work done under the project, including final recommendations on the feasibility of wetland banking at the proposed site and next steps. Report should include funding recommendations and possible grant and loan options for design and construction of a wetland mitigation bank.
- Interim product: Draft Final Report due to City by November 1, 2020.
- Final product: Final Report due to City by December 31, 2020.

2. Timeline: List all dates for the project including tentative start date after the contract is signed, task completion dates, and project completion date. If the project is part of a multi-

year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed.

<i>Project Task</i>	<i>Timeline for Task</i>
Total project time	12 months (January – December)
Hydrological analysis	9 months (January – September)
Agency coordination	9 months (January – September)
Site conditions analysis	9 months (January – September)
Analyze Development Needs and Basic Site Concepts	3 months (July – September)
City Review	1 month (November)
Final Report	6 months (July – December)

3. Payment Schedule:

<i>Date of Expected Request for Funds</i>	<i>Amount</i>
April 1, 2020	\$10,000
September 1, 2020	\$10,000
January 1, 2021	\$10,000

D. Evaluation Criteria. Include a statement in the narrative that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).

Promoting Sustainable Economic Development

City has 260 acres of industrial land and 20 acres of commercial land within the City and UGB. Large portions are located in areas identified as wetlands on the USFWS’ National Wetlands Inventory. A number of developments (industrial, commercial, and recreational) are planned, or in progress, throughout the City’ wetlands that face regulatory hurdles. The City has recognized that the issue is widespread and a wetland mitigation bank site offers the City a method to alleviate development limitations and expedite regulatory approvals when mitigation is required by Oregon DSL or US Army Corps in the case of Removal-and-Fill permitting

The City strives to balance sustainable environmental practices with the developments needs in the City. Creating a sustainable landscape and ecosystem alongside extensive development is high on the City’s priorities. Much of the UGB is Exclusive Farm Use zoned with small homesteads and pastures and the City’s culture and history are deeply intertwined with the Umatilla and Columbia rivers. The wetland mitigation bank offers the City an intersection of many of its primary development goals.

Lind Rd. serves as an arterial transportation corridor for the commercial and industrial development between Hwy 395 and the Umatilla River. The area is relatively undeveloped apart from farms and gravel roads, thus the City requires some creative planning to accommodate both the extensive

irrigation needs of local farmers and the commercial and industrial development needs of the City.

The area on Lind Rd. directly south of the proposed project site has a large concentration of wetlands around both properties and road infrastructure. A large data center has also developed a property on Lind Rd. The City and private developers have planned infrastructure to serve newly annexed areas with sanitary sewer, industrial wastewater disposal, potable water, and paving/widening roads. While Lind Rd. itself is not industrially zoned, it serves a large industrial area and is surrounded by wetlands. Both the City and private developers have run into wetland limitations on development and the need for mitigation – both off- and on-site.

Climate Change and Natural Hazards

Spring 2019 saw tremendous flooding across Eastern Oregon when a heavy and fresh snowpack from February was rapidly melted and compounded with warm rainfall in April. The flooding resulted in a federally declared emergency in July. Academic research indicates that this type of flooding will become more common across the Pacific Northwest. Some of the Pacific Northwest's largest floods occur when copious warm rainfall from atmospheric rivers combine with a strong snowpack, resulting in rain-on-snow flooding events (Safeeq et al, "Predicting landscape sensitivity to present and future floods in the Pacific Northwest, USA," *Hydrological Processes*, 9 (26): 5337-5353, 2015).

The wetland site would be designed with a series of berms, drainage tiles, piping, appropriate vegetation, and culverts under Lind Rd (if needed) in order to both slow the water and convey it to area that won't lead to flooding in the area that caused damage to infrastructure and homes in April 2019.

RST Priorities

This project will fit two RST regional priorities: Water Management and Development & Infrastructure for Marketable Industrial Land. The landscape of the area around the proposed project site is dominated by seasonal flooding that is increasing in intensity. The proposed wetland bank area would be designed to slow and manage the floodwaters that flow rapidly and with great force through the Lind Rd. area. While this feasibility study would not specifically result in infrastructure being constructed, it will directly benefit the development and marketability of industrial lands located in the wetlands.

A number of infrastructure projects on Lind Rd. – including power transmission lines, road expansion, sanitary sewer service, potable water service, lift station construction, and other elements needed to serve industrial and commercial development – have triggered Wetland Delineations or Removal-Fill permitting at some level. The presence of high-wattage power lines throughout the City's UGB also make land use difficult and gives an increased value to the flexibility offered by an off-site mitigation bank.

E. Project Partners. List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.).

- Port of Umatilla
- US Army Corps of Engineers
- Oregon Department of State Lands
- Hermiston Irrigation District
- US Bureau of Reclamation
- Confederated Tribes of the Umatilla Indian Reservation
- Oregon Department of Fish and Wildlife

F. Advisory Committees. List any advisory committee or other committees that will participate in the project to satisfy the local citizen involvement program.

- City Public Works Committee
- Planning Commission
- Parks & Recreation Committee
- Park Plan Advisory Committee

G. Cost-Sharing and Local Contribution.

- City will contribute in-kind match in the form of \$2,500 for GIS work and \$2,500 for agency coordination.
- City will contribute \$3,000 cash match (10% of grant).

Will a consultant be retained to assist in completing grant products? Yes No

A Consultant has not yet been procured to work on this project, but will be if funding is received. The City will look to hydrology and wetlands experts with local and/or regional experience in conducting similar studies.

Local Official Support

The City will provide the Official Support letter after the Grant Application Deadline, but before the Grant Award decision, as provided for in the rules.

Product Request Summary

Product	Grant Request	Local Contribution	Total Budget
Final Report – Feasibility of Wetland Mitigation Banking at City’s Taxlot #100	\$ 30,000	\$ 5,000 in-kind	\$ 35,000
2	\$ _____	\$ <u>3,000</u>	\$ _____
3	\$ _____	\$ _____	\$ _____
4	\$ _____	\$ _____	\$ _____
5	\$ _____	\$ _____	\$ _____
6	\$ _____	\$ _____	\$ _____
7	\$ _____	\$ _____	\$ _____
8	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>30,000</u>	\$ <u>8,000</u>	\$ <u>38,000</u>

Submit your application with all supplemental information to:

Gordon Howard, Community Services Division Manager

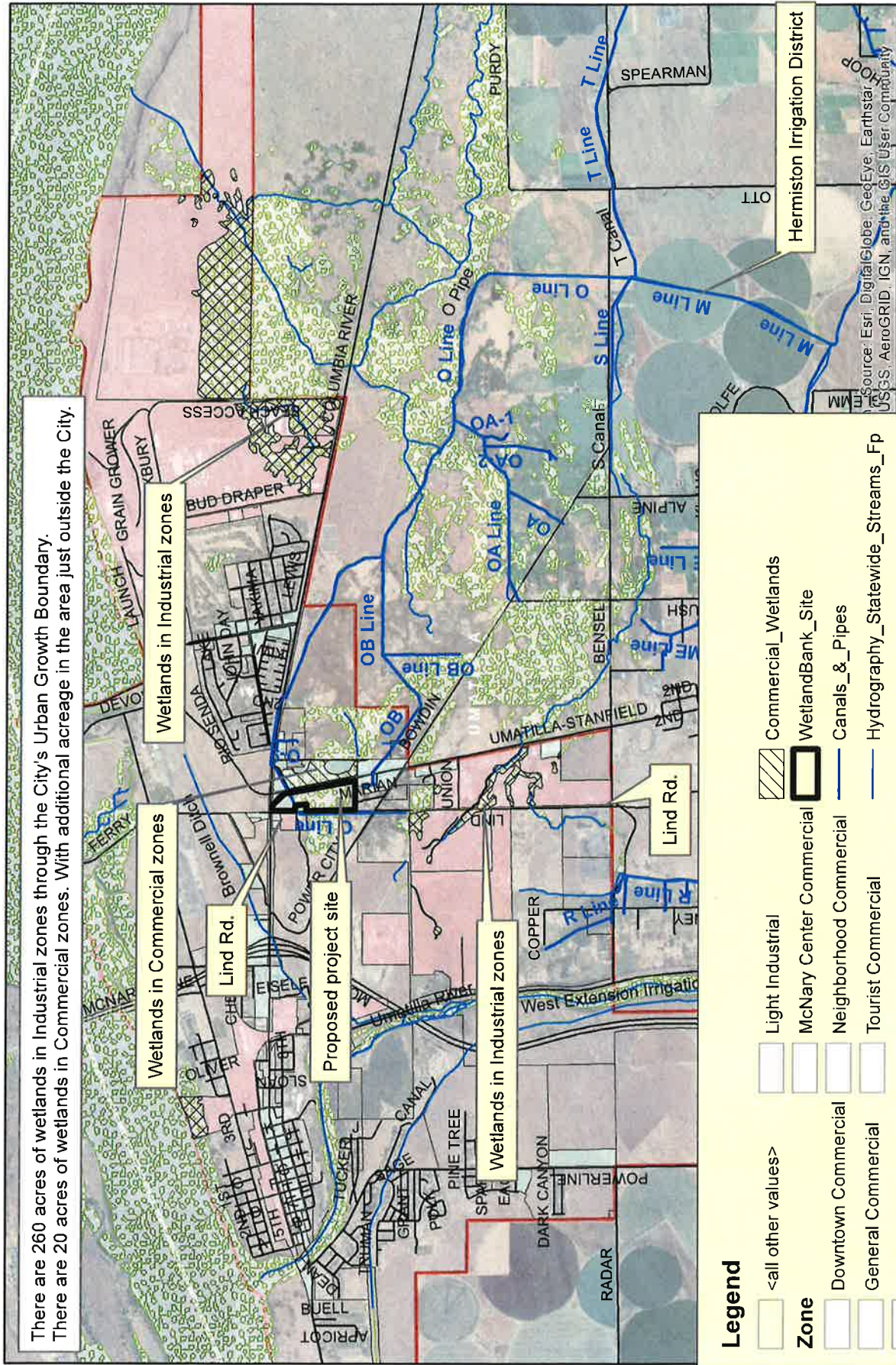
E-mail (preferred): DLCD.GFGrant@state.or.us

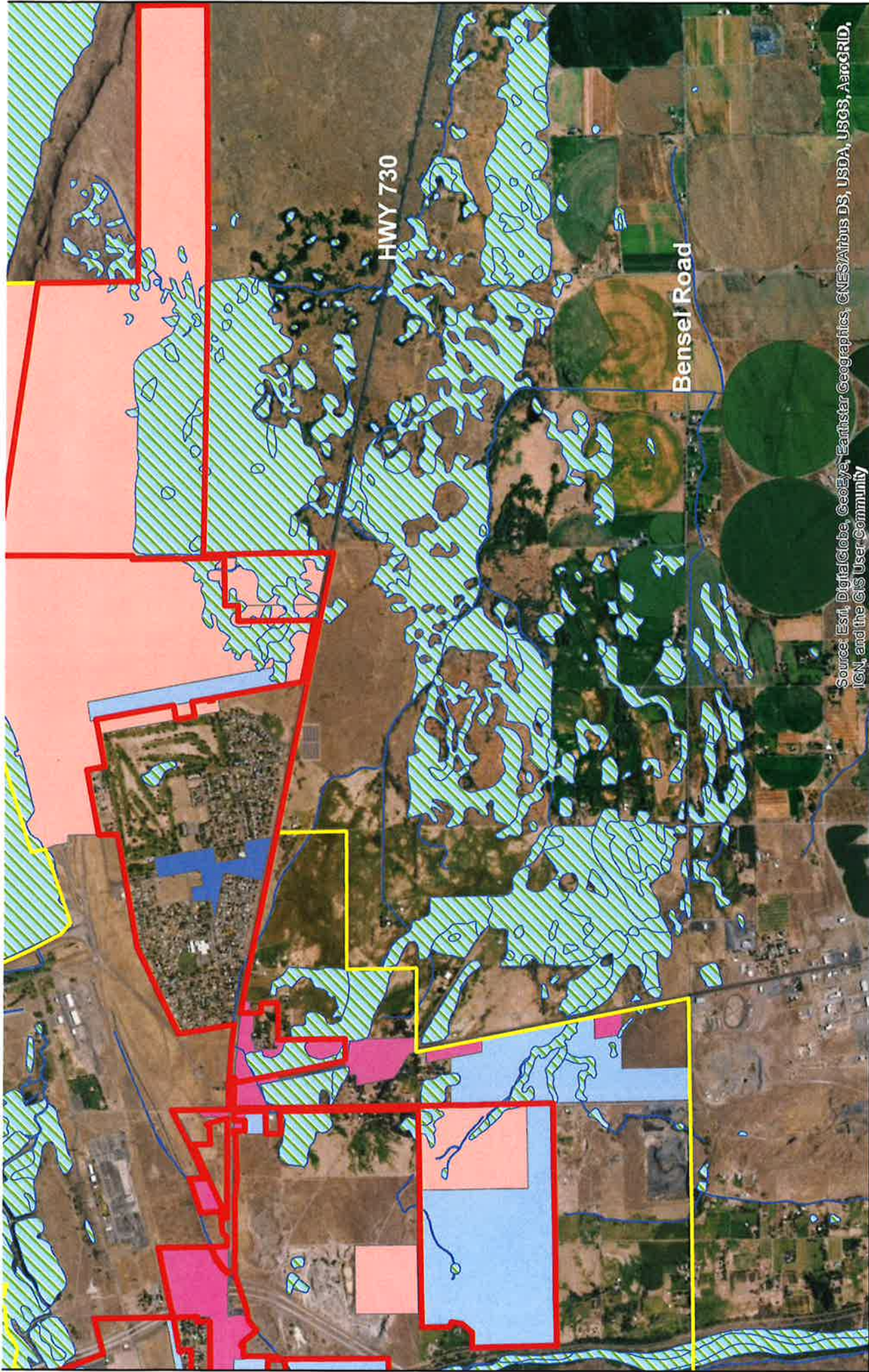
Mail: Department of Land Conservation and Development
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Phone: 503-503-934-0034

APPLICATION DEADLINE: October 1, 2019

City of Umatilla: Wetland Bank Feasibility Study Map Zoning and Wetlands Map





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

CITY OF UMATILLA NATIONAL WETLANDS INVENTORY MAP

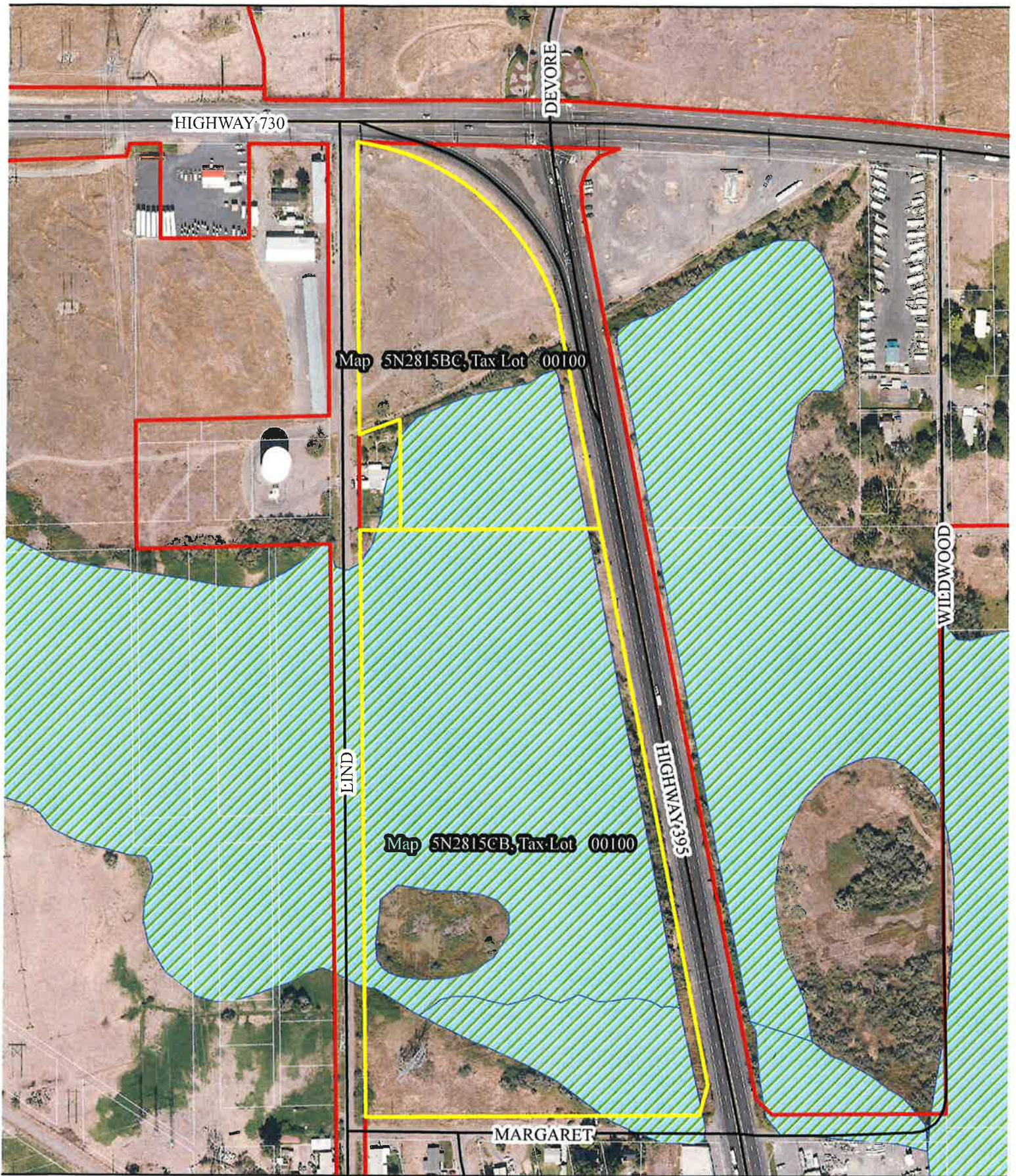
- Downtown Commercial
- General Commercial
- Heavy Industrial
- Light Industrial
- McNary Center Commercial
- Neighborhood Commercial
- Tourist Commercial

Legend

- City Limits
- Umatilla_UGB
- Wetlands NWI



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz on 9/16/2019



Legend

CITY OF UMATILLA TAX LOT MAP

- Subject Property
- Wetlands (NWI)
- Tax Lots (5/7/18)
- City Limits



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 6/27/2018

RESOLUTION NO. 14-2020

A RESOLUTION AUTHORIZING SUPPORT FOR A TECHNICAL ASSISTANCE GRANT APPLICATION

WHEREAS, the City of Umatilla “City” owns two parcels of land located on Lind Road and a 1.5 mile stretch of Lind Road, and

WHEREAS, the city-owned parcels and portions of Lind Road contain wetlands as identified on the National Wetland Inventory (NWI); and

WHEREAS, the City desires to understand the source of water and flooding and to study the feasibility of creating a wetland mitigation bank and other methods for sustainably managing the water damage on Lind Road, and

WHEREAS, the City has submitted a Technical Assistance Grant application to the Oregon Department of Land Conservation & Development on October 1, 2019.

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

1. The City Council supports the grant application and authorizes the City Manager to submit any necessary documentation to the State of Oregon, Department of Land Conservation & Development, for a Technical Assistance Grant.

PASSED by the City Council and **SIGNED** by the Mayor this 15th day of October, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: Resolution No. 15-2020 - Accept Grant from Pacific Power for 6 X 26 Mural Project	Meeting Date: 2019-10-15
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Department: Community Development	Director: Tamra Mabbott	Contact Person: Tamra Mabbott	Phone Number: 541-922-3226 X101
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Cost of Proposal: 0	Fund(s) Name and Number(s):
Amount Budgeted: 0	

Reviewed by Finance Department:	Previously Presented: n/a
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Attachments to Agenda Packet Item:

[RES 15-2020.docx](#)

Summary Statement: Motion to Approve Resolution 15-2020

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

RESOLUTION NO. 15-2020

A RESOLUTION TO ACCEPT DONATION FROM PACIFIC POWER FOR THE SIXTH STREET MURAL PROJECT

WHEREAS, the City of Umatilla “City” applied to the Pacific Power Grant Fund to offset cost to develop the Sixth Street Mural Plan; and

WHEREAS, the Pacific Power Foundation awarded the City of Umatilla a check in the amount of \$1,000 to be applied toward the Sixth Street Mural Project Plan; and

WHEREAS, the City of Umatilla intends to use the \$1,000 to retain an artist to develop a Mural Plan;

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

The Umatilla City Council accepts the funds and directs staff to expend said funds for the Sixth Street Mural Plan.

Passed by the City Council and SIGNED by the Mayor this 15th day of October, 2019

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: Resolution No. 16-2020 - Accept donation from Hermiston-Umatilla Kiwanis Club for Kiwanis Falls	Meeting Date: 2019-10-15
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Department: Community Development	Director: Tamra Mabbott	Contact Person: Tamra Mabbott	Phone Number: 541-922-3226 x101
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Cost of Proposal: 0 Amount Budgeted: 0	Fund(s) Name and Number(s):
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Reviewed by Finance Department:	Previously Presented: n/a
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Attachments to Agenda Packet Item:

[RES 16-2020.docx](#)

Summary Statement: Motion to Approve Resolution 16-2020

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

RESOLUTION NO. 16-2020

**A RESOLUTION TO ACCEPT DONATION FROM HERMISTON-UMATILLA
KIWANIS FOR IMPROVEMENTS TO KIWANIS FALLS**

WHEREAS, the City of Umatilla “City” has collaborated with the Hermiston-Umatilla Kiwanis Club regarding the Highway 730 and Highway 395 intersection landscaping area locally known as Kiwanis Falls; and

WHEREAS, the Hermiston-Umatilla Kiwanis Club is supportive of redeveloping the landscaping at Kiwanis Falls and has committed to raising funds to offset the cost; and

WHEREAS, the City of Umatilla intends to use the \$1,500 for future design and development of Kiwanis Falls landscaping;

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

The Umatilla City Council accepts the funds and directs staff to expend said funds for the Kiwanis Falls Landscaping Improvement Project.

Passed by the City Council and SIGNED by the Mayor this 15th day of October, 2019

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Emergency Operations Plan

Meeting Date:

2019-10-15

Department:

Police

Director:

Darla Huxel

Contact Person:

Darla Huxel

Phone Number:

541-922-3789

Cost of Proposal:

N/A

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

Reviewed by Finance Department:

Previously Presented:

NA

Attachments to Agenda Packet Item:

[Draft Emergency Ops Plan.docx](#)

Summary Statement:

Review to approve

Consistent with Council Goals:

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

City of Umatilla Oregon

Emergency Operation Plan



Adopted by Resolution No. XX- 2020

(Modified by Resolution No. XX-XXXX)

INTRODUCTION

Like most communities across America, Umatilla is continually exposed to the possibility of floods, extreme weather conditions, earthquakes, hazardous materials incidents, fires, transportation accidents, civil disturbances, utility failures and other disastrous events that can disrupt and threaten the people, property, economy and well-being of the community.

Government at all levels has the responsibility to prepare for unforeseen emergencies in order to protect the health and safety of the citizens and prevent loss of life and property during emergencies. Local government is the first line of defense against threats to the community and has responsibility to develop and maintain the ability to take immediate protective actions within limits of resources and provide for sustained emergency activities through leadership and coordination of other available resources. This Emergency Plan describes the policies and guidelines that the City of Umatilla has adopted to minimize the harmful effects from emergency events.

Emergency management is divided into four phases: MITIGATION, PREPAREDNESS, RESPONSE and RECOVERY.

MITIGATION – Includes those actions taken to eliminate a hazard or to reduce the potential for damage should a disaster occur. Such actions include building codes, special identification and routing requirements for the movement of hazardous materials and land use and zoning requirements.

PREPAREDNESS – Includes actions taken to plan, equip and train citizens and local government to respond to emergencies arising from hazards, which cannot be eliminated through mitigation. This may include training in evacuation procedures, home fire safety and/or purchasing of equipment and supplies needed to respond to the emergency.

RESPONSE – Includes actions taken to save lives and protect property during an emergency. This may include search and rescue, fire suppression, evacuation and/or providing food and shelter. It may also include such behind the scenes activities as activating emergency plans and opening/staffing Emergency Operation Centers.

RECOVERY – Includes those processes that seek to restore vital services to the community and provide for the basic needs of the public. This could include reconstruction of roads and public facilities, securing financial aid for disaster victims and review and critique of response activities.

All departments of the City of Umatilla have responsibilities in all phases of emergency management. The responsibilities of mitigation and preparedness are addressed in departmental policies, procedures and/or operational guidelines whereas this Emergency Plan focuses primarily on Emergency Response and short-term recovery activities.

Emergency response and recovery in Umatilla is based upon four fundamental principles:

1. The City of Umatilla is responsible for emergency management and will lead and coordinate all resources and activities to control emergency incidents occurring in the City. All county, state or federal resources; aid from other cities; private equipment or manpower; and/or volunteer agencies brought into an emergency control effort will be coordinated and directed by the City.
2. The City of Umatilla has incorporated the National Incident Management System (NIMS) into this plan. To the extent that an evolving emergency creates the need for cooperative/coordinated response from multiple disciplines and levels of government, as well as private sector and non-governmental organizations, the City of Umatilla will operate within the guidance provided by NIMS.
3. The Incident Command System (ICS) will be used by the City of Umatilla to systematically organize all resources and direct them towards the most effective fulfillment of the overall objectives. The ICS is a nationally recognized emergency management structure that is used by nearly all emergency management agencies in the United States.
4. All City employees may be assigned to tasks that support the control of emergencies. Day to day job assignments may be suspended so that all of the City's resources can be focused on minimizing the effects of the emergency. Emergency task assignments will parallel an employee's day-to-day job tasks as much as possible in recognition that people cannot be expected to safely and effectively perform tasks that are unfamiliar to them. The tasks will resemble day-to-day tasks; only the objectives will be different. For example; where on a normal day a clerk may be processing payroll and answering the telephone, during an emergency he/she may be helping earthquake victims fill out loan applications and assisting relief agencies process requests for assistance.

This plan stresses the extraordinary emergency response functions applicable to all emergencies or disasters, while recognizing the unique aspects of specific types of emergencies or disasters. The plan is based upon the fact that there are basic response functions that are necessary to manage any emergency regardless of type or magnitude.

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SECTION 1

GENERAL PROVISIONS

1-1 AUTHORITY

This Emergency Operations Plan is issued in accordance with and under the provisions of Oregon Revised Statute (ORS) Chapter 401 and the Charter of the City of Umatilla.

1-2 SCOPE

This plan describes the roles and responsibilities of emergency responders within the City of Umatilla. It identifies who will be in charge of an incident. It provides guidelines for coordinating emergency services. It also describes how the City of Umatilla will coordinate with adjacent jurisdictions, state agencies, federal agencies, industry and volunteer organizations.

This plan is considered a guide for managing all types of large-scale emergencies/disasters in Umatilla:

- A. Weather emergencies (wind, snow/ice and flood)
- B. Hazardous Materials Incidents
- C. Rail, air or highway accidents
- D. Fires and Conflagrations
- E. Civil Disturbances
- F. Utility Failures
- G. Earthquakes

1-3 CONTINUITY OF GOVERNMENT

To ensure the orderly continuation of leadership in an emergency, the following order of responsibility for maintaining government is established:

- A. City Manager or City Council designee
- B. Police Chief
- C. Public Works Director
- D. Fire Chief

1-4 RELATIONSHIP TO OTHER PLANS

The City of Umatilla recognizes Umatilla County's Emergency Operations Plan, the Oregon State Emergency Operations Plan and the federal government's emergency response system as described in the National Response Plan. The City of Umatilla incorporates these plans by reference into this Emergency Operations Plan.

This plan is also in coordination with local emergency/disaster plans of the American Red Cross, Good Shepherd Hospital, Two Rivers Correctional Institute and local major industries.

1-5 EXERCISE/TRAINING

Exercises are a way to check procedures and coordination with other agencies before problems occur in an actual emergency. Exercises consist of the performance of duties, tasks or operations in a manner similar to the way they would be performed in a real emergency.

The goal of exercising/training is to improve operational readiness by testing the skills and the application of techniques, policies and guidelines relating to this plan.

The Police Chief is responsible for planning, scheduling and conducting training for City employees at least once every two years.

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SECTION 2

OPERATIONS

2-1 CONCEPT OF OPERATIONS

It is the responsibility of the City of Umatilla to safeguard life and property by making maximum use of available manpower and all resources, public and private to minimize the effects of an emergency.

The City, through this Emergency Operations Plan, establishes a structured emergency response system based upon the premise that the Public Works, Police or Fire Department will have primary operational responsibility for any emergency according to the anticipated level of department involvement in a given type of incident (see Assignment of Primary Operational Control).

As the magnitude of an emergency increases, other City Departments will be brought into the operations in support of the lead department as needed. This plan is based on the concept that the emergency functions for the various departments involved in emergency management will generally parallel their normal day-to-day functions. Day-to-day functions that do not contribute directly to the emergency operations may be suspended for the duration of the emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks.

Emergencies may be of such magnitude and severity that assistance from volunteer organizations including, but not limited to; the private sector, county state, and/or federal agencies is required. The City will utilize all available local resources prior to requesting aid from the county, state or federal government. If the City determines that the resources of the City are not sufficient to meet the emergency, the City may declare a state of emergency to exist and coordinate the use of resources from volunteer organizations, the private sector and other governmental agencies. The City will maintain continuous leadership and command of all response and recovery operations unless specifically relinquished by the City.

2-2 PRIMARY OPERATIONAL CONTROL

Primary operational control means the department in charge of tactical operations in the field. The Director of the department with primary operational control is generally the Incident Commander and as such has full and complete authority and responsibility second only to the City Manager. The department assigned primary operational control of specific emergencies and critical support functions are as follows:

EMERGENCY

Weather Emergency
Hazardous Materials Incident
Rail, Air or Highway Accident
Fire or Conflagration
Civil Disturbance
Utility Failure
Earthquake

PRIMARY OPERATIONAL CONTROL

Public Works
Fire Department
Fire Department
Fire Department
Police Department
Public Works
Public Works

SUPPORT FUNCTIONS

Communications and Alerting
Water Supply
Human Resources
Public Information Officer
Documentation
Purchasing
Legal
Emergency Operations Center
Evacuation
Traffic and Crowd Control
Volunteer Coordinator/Control

SUPPORT RESPONSIBILITIES

Police Department
Public Works
City Administration
City/Police Administration
Planning/Engineering
Finance Department
City Attorney
City Administration
Police Department
Police Department
City Administration

2-3 APPLICATION OF PLAN – NOTIFICATION PROCEDURES

To ensure that the City responds appropriately to all types of emergencies, the status of those emergencies or potential emergencies and the levels of those emergencies, along with action to be taken during each level are listed below.

A. LEVEL ONE: POTENTIAL EMERGENCY

At this level, there is a strong potential that the department attempting to control the emergency will exhaust its resources before bringing the emergency under control.

ACTION TO BE TAKEN: The IC will direct the Communications Center to alert the EOC (Emergency Operation Center) Staff (City Manager, Police Chief, Fire Chief, and the Public Works Director) or their designees of a possible emergency.

B. LEVEL TWO: ACTUAL EMERGENCY OCCURRING

At this level, the responsible department has determined that the emergency has progressed beyond its capacity to control with given resources. At this level, the department with primary operational control requires assistance of other City personnel, equipment and/or materials. Outside agencies, industry, and/or volunteer groups may become involved in controlling the emergency upon request and under direction of the Incident Commander.

ACTION TO BE TAKEN: The IC will direct the Communications Center to alert EOC staff (City Manager, Police Chief, Fire Chief, and the Public Works Director) of an emergency in progress. They are to notify key personnel within their departments of the situation. They should be directed to report to the Incident Field Command Post, or if activated, the Emergency Operations Center. Other department heads will be alerted and activated as needed.

The Public Works, Police or Fire Department will have overall responsibility for any emergency progressing to Level Two. The City Manager may assume the duties of overall Incident Command, if in their judgement, emergency management will be enhanced by this action. Operational control of an incident scene will remain with the responsible department. All other City departments will function in support roles to the lead department as needed.

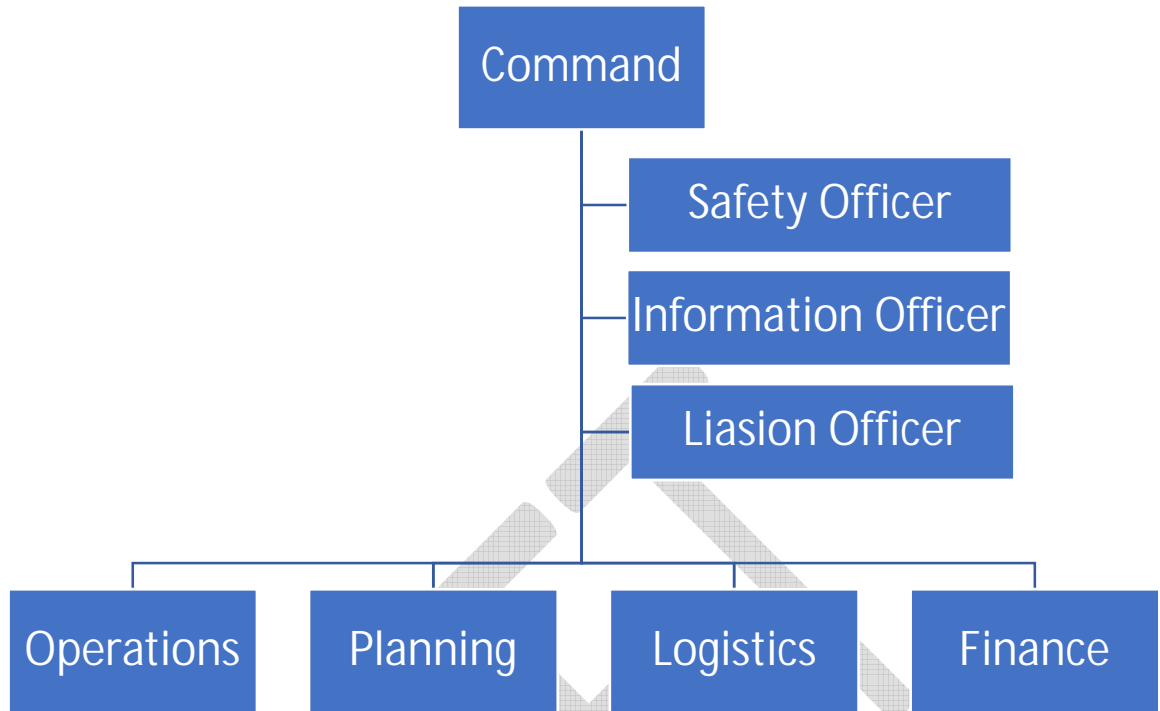
C. LEVEL THREE: DECLARE STATE OF EMERGENCY

At this level, the emergency is of such magnitude that county, state, and/or federal assistance is required. Local resources, including mutual assistance response is insufficient to cope with the situation. The incident requires response from all levels of government to save lives and protect the property of a large portion of the population.

ACTION TO BE TAKEN: At this point, the normal resources of the City are not sufficient to control the emergency effectively. The City Manager will declare a provisional state of emergency to exist until the Mayor and City Council can convene and confirm the declaration.

The City Manager assumes responsibility of Incident Commander, establishing a Unified Command structure consisting of City staff and representatives from outside agencies, industry and/or volunteer organizations as needed.

Due to the potential complexity of any Level Three Emergency, including the need to coordinate/cooperate with multiple governmental, non-governmental and private sector organizations, the IC/City Manager will require EOC staff to relocate to the Umatilla County EOC, located at 4700 NW Pioneer Place, Pendleton.



2-4 INCIDENT COMMAND

The City of Umatilla uses the National Inter-Agency Incident Management System – Incident Command System (NIMS – ICS) for management and control of resources.

It is the policy of the City of Umatilla to establish the appropriate level of the Incident Command System on all emergency operations.

As provided in the National Incident Management System (NIMS), the City of Umatilla will consider the need to incorporate in “Intelligence” function within its ICS system. The Intelligence function will either function as the Intelligence Officer as part of the Command Staff, as an Intelligence Unit as part of the Planning Section or as the Intelligence Section, part of the General Staff. The placement of this function within the Command and General Staff will be determined by the needs and complexity of the incident.

Incident Command of an emergency in Umatilla, which involves assistance from county, state, and/or federal agencies, will remain with the City of Umatilla until emergency operations, including stabilization and control activities are completed unless:

- A. The local resources are overwhelmed and the incident commander requests one of the other on-scene agency heads to assume control.
- B. The incident occurs in areas of federal jurisdiction, in which case the federal government may assume incident command.
- C. If necessary, Oregon statute grants the Governor authority to assume command of emergency operations (ORS 469.671 and ORS 401.115).

2-5 EMERGENCY OPERATIONS CENTER (EOC)

The City of Umatilla's City Hall is designated as the EOC. The Administration section (Offices of City Manager, Personnel and reception) will be used for the Command Staff. City Council Chambers will be reserved for public information and news media. According to the extent and duration of the emergency, other portions of the City Hall complex can be used as needed to support the emergency operations center.

During Level Two incidents, there may be a need for coordination of activities/resources in support of, or as a result of the incident (e.g. sheltering/housing evacuees, acquiring heavy equipment). Therefore, the City Manager or designee, will assume command of the incident and activate the Emergency Operations Center. The Incident Commander and staff will meet at the Emergency Operations Center (EOC) to coordinate off-scene support to on-scene operations.

During Level Three incidents, there may be a need to coordinate all of the above, as well as incorporate and manage multiple governmental, non-governmental and private sector organizations, the Incident Commander/City Manager shall cause the EOC staff to relocate to the Umatilla County EOC in Pendleton.

Command of on-scene operations will generally remain with the Department with primary operational control.

When activated, the EOC, whether at City Hall or the County EOC, shall be staffed, at a minimum, by the following:

- A. City Manager or designee
- B. Fire Chief or designee
- C. Police Chief or designee
- D. Ambulance representative
- E. Public Works Director or designee
- F. Public Information Officer appointed by the City Manager

Representatives of county, state or federal agencies; or industry; or volunteer organizations or others involved in emergency operations may be included in the EOC staff as part of the Unified Command Staff or in support functions.

2-6 HOUSING, SHELTER AND FOOD

Housing, shelter and food for displaced people during an emergency are provided by the American Red Cross (ARC). Shelters will be opened and managed by the ARC. The Incident Commander will appoint a Liaison between the City and ARC shelters.

Besides sheltering and providing food, the Red Cross can perform a variety of other valuable emergency services, including other support for disaster victims, coordination of other volunteer agencies, assistance to local governments in damage assessment and dislocated welfare inquiries to help out-of-town families locate their family members.

The local Red Cross has purchase agreements with many restaurants; these may be used to provide sack lunches, etc.

For incidents of short duration, the Red Cross may be able to furnish coffee and snacks to on-scene emergency workers.

2-7 PUBLIC INFORMATION

Experience has shown that an informed community can assist local government in expedient response to emergencies. It is also true that a disaster organization, which is not a center of information, will find it difficult to remain a center of control. Orchestrating a response from the entire community can best be accomplished by establishing a procedure, which provides complete and accurate information before, during and after an emergency. In addition, effective public information can enhance respect and understanding of local government, as well as aid in response to emergencies.

It is the City's desire to provide complete information to the media as rapidly as possible. To assure accurate and complete information is released, the news media and public should be referred to the Public Information Officer (PIO). The Incident Commander is the PIO until that function is assigned to a specific person which should occur early during a major incident.

During routine operations, public information concerning the activities of specific Departments, such as Police or Fire, is the responsibility of the Police Chief or Fire Chief. This section of the Emergency Plan is intended to be placed in effect when the EOC is activated, or when the City determines that the interests of the City and the public are better served by its implementation.

During an emergency that involves the activation of the Emergency Operation Plan, the City Manager or designee, will serve as the PIO for the City. The overall Incident Commander (City Manager) will coordinate the dissemination of information about the incident, via the PIO. The PIO will speak on behalf of the City regarding the incident. All inquiries concerning the incident are to be referred to the PIO.

MEDIA BRIEFING FACILITIES - The following areas have been designated for media briefings during emergencies:

- City Hall Council Chambers
- City Hall Business Annex
- Umatilla County EOC (Level Three event)

RUMOR CONTROL – The PIO is responsible for rumor control. He/she may establish a “Rumor Control” group as part of the public information staff within the EOC. Under the direction of the PIO, the Rumor Control staff will receive inquiries and requests for non-emergency assistance from the public.

Rumor Control numbers should be publicized in the media with the objective of reducing the number of non-emergency calls to 911 and to the EOC general staff, to aid in information gathering and to offer the public a means of getting information about the incident rather than potentially harmful rumors.

2-8 ALERT AND WARNING

The City of Umatilla has developed an alert and warning system that utilizes:

- Local Emergency Alert System (EAS)
- Police mobile PA (public address) systems
- Fire mobile PA (public address) systems
- Door to door contact
- Code Red notification

Upon evaluation of the emergency condition, the Incident Commander will decide if there is a need for immediate citywide alert.

If the emergency is localized, City resources will alert the public in the area via mobile PA systems, door to door contact and/or Code Red.

If there is an immediate citywide public safety threat, the Emergency Alert System (EAS) will be activated.

A. EMERGENCY ALERT SYSTEM (EAS)

The Emergency Alert System (EAS) consists of a designated local radio broadcast station with special equipment to provide emergency alert and warning information and instructions to the public. KOHU is designated as the local EAS broadcast station.

This system can be utilized by contacting KOHU with the alert information. Only designated City officials are authorized to initiate EAS activation. In Umatilla, the designated officials are the City Manager, Police Chief, Fire Chief and Public Works Director. Designated officials will provide preliminary public safety information and instructions to the EAS radio station for immediate broadcast.

PROCEDURES TO ACTIVATE THE EMERGENCY ALERT SYSTEM (EAS)

1. Designated Officials will contact the Local Primary Broadcaster (KOHU) and activate the Emergency Alert System using whatever method is available.
2. Designated Officials will limit their message to two minutes, the recording time limit of EAS digital equipment.
3. KOHU will authenticate the EAS activation by calling the Umatilla County 911 Dispatch Center, so make sure they are aware of the situation.

The entire Emergency Alert System plan for Morrow/Umatilla EAS Local Area as prepared by the Morrow/Umatilla Local Emergency Communications Committee is hereby incorporated into this Emergency Plan.

B. MOBILE PUBLIC ADDRESS (PA) SYSTEMS

Most police and fire vehicles are equipped with mobile public address systems that may be used for alert and warning.

Direction of these Alert and Warning resources shall be the responsibility of the Incident Commander through the on-scene Police Commander.

Unless there is a need for immediate evacuation, the usual message will be to advise the public to tune in to the EAS radio station for information and instructions.

C. DOOR TO DOOR ALERT

Door to door alert may be necessary in the event of a rapidly emerging emergency incident that poses a clear threat to public safety. Residents will be directed to stay in place and tune to the EAS station for more information or to evacuate to a temporary shelter depending upon the weather and the expected duration of the emergency.

Direction of this activity shall be the responsibility of the Incident Commander through appropriate and available City resources.

D. CODE RED

Code Red is an emergency notification system, which allows the City to record, send and track personalized messages to thousands of citizens in minutes. City officials can record a message, identify a delivery area through web-based mapping and deliver said message via landline and cellular telephone to thousands of people within minutes.

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SECTION 3

RESPONSIBILITIES AND TASKS

The following is a list of those task assignments each City department is responsible for carrying out in the event of an emergency/disaster in Umatilla. The task assignments are written in broad general terms. Details are left up to individual department heads to be included in their own internal plans and procedures.

3-1 CITY COUNCIL

1. Assume ultimate responsibility to the residents and visitors of Umatilla for the state of emergency preparedness and the capability of the city to cope with and recover from an emergency.
2. Declare an official state of emergency to clear the way for state/federal assistance. The City Manager may declare the state of emergency, but the decision to do so must be confirmed by the City Council within 5 days.
3. Authorize major expenditures if needed to deal with an emergency.
4. Keep abreast of an emergency and maintain contact with their constituents.

3-2 CITY MANAGER

1. Assume overall responsibility for the City's state of emergency preparedness and capability to cope with and recover from an emergency.
2. If it should be determined that the normal functions of the City are not sufficient to meet the emergency effectively, the City Manager may declare a provisional state of emergency to exist until the Mayor and City Council can confirm the emergency declaration within 5 days.
3. Assure that local government officials are kept current on emergency operations.
4. Activate the EOC and assume primary operational control.
5. May assume overall control of emergency operations through the appropriate director with primary operational control.
6. Activate the information office and assign a public information officer.
7. Initiate formal request for county, state or federal assistance and coordinate the use of these resources.
8. Approve initial damage assessments and revisions.
9. Monitor the entire incident by situation reports and data coming into the EOC. Visit the various sectors of the incident as desired and deemed necessary.
10. Provide clerical personnel and aides as needed to staff the EOC.
11. Terminate the emergency.

3-3 CITY ATTORNEY

1. Prepare standby emergency legislation and proclamations.
2. Provide legal counsel to city officials.
3. Provide assistance in negotiating contracts for emergency services.
4. Prepare damage claims.

3-4 FINANCE DEPARTMENT

1. Provide financial statistics as may be required.
2. Authorize emergency purchases as required.
3. Protect major data files by whatever means necessary.
4. Provide personnel for assistance in other emergency duties if required.

3-5 ADMINISTRATION/PERSONNEL

1. Recruit or transfer personnel for emergency employment.
2. Establish and operate a registration point for unassigned volunteer workers by skills and qualifications.
3. Coordinate with Finance Department as needed to provide payroll and other employee materials.

3-6 UMATILLA RURAL FIRE PROTECTION DISTRICT

1. Assume primary operational control of fires/conflagrations, hazardous materials incidents and transportation accidents (rail, air and highway).
2. Respond to EOC or command post when alerted of an implementation of the Emergency Plan.
3. Coordinate with local agencies to provide emergency medical services and ambulance transportation.
4. Implement mutual aid agreements and/or State of Oregon Conflagration Act as may be necessary to bring in fire/rescue manpower and equipment.
5. Assist in the initial assessment as to the number of dead and/or injured.
6. Assist police in evacuations.
7. Assist with handling the dead.
8. Assure that fire suppression, rescue and emergency medical services are provided for unaffected areas of the City.
9. Provide back-up equipment for pumping water.

3-7 POLICE DEPARTMENT/COMMUNICATIONS

1. Assume primary operational control of civil disturbances.
2. Primary functional operational control of evacuations and traffic/crowd control, alerts, notifications and emergency communication systems.

3. Respond to the EOC or command post when alerted of an implementation of the Emergency Plan.
4. Secure the emergency site.
5. Prescribe evacuation routes to follow.
6. Notify Red Cross to open shelters.
7. Assist in search and rescue operations.
8. Prevent looting and pilfering.

3-8 PUBLIC WORKS DEPARTMENT

1. Assume primary operational control of floods, weather emergencies (snow, ice, wind) and earthquakes.
2. Transport and erect barricades at the request of police.
3. Clear streets and remove debris.
4. Perform damage assessment of streets, bridges and waterways. Including condemnation and posting of unsafe structures.
5. Provide for emergency water supply and sewage disposal.
6. Coordinate with local contractors to obtain additional equipment and operators.
7. Provide emergency lighting.
8. Conduct snow/ice removal operations.
9. Provide heavy equipment and operators as required.
10. Provide diking materials as required.
11. Provide engineering services.
12. Respond to the EOC or command post when alerted of an implementation of the Emergency Plan.
13. Coordinate emergency repairs and fuel supplies for apparatus and equipment in use during the emergency.
14. Maintain liaison with all utility providers to assure that these services are continued.

3-9 COMMUNITY DEVELOPMENT DEPARTMENT

1. Set up emergency operations status boards and maps in the EOC and plot data on them
2. Assist in damage assessment.
3. Furnish population data, charts and development plans as needed.
4. Serve as city photographer and record incidents on film.
5. Inspect buildings for structural, electrical, gas, plumbing and mechanical damage before permitting re-occupancy.
6. Conduct necessary inspections to assure the integrity of structures following an incident and that there is no danger of additional damage.
7. Establish and maintain contact with local building, electrical, plumbing and mechanical contractors to obtain their services when required.

3-10 ALL CITY DEPARTMENTS

Those departments not assigned a specific disaster function under this plan will make their personnel, equipment and facilities available for emergency assignments as directed by the City Manager or designee.

All City Departments have the following common tasks:

A. BEFORE AN EMERGENCY

1. Alert personnel of an emergency
2. Provide protection for personnel and property.
3. Establish and maintain lines of succession so there will always be someone in charge of the department.
4. Maintain alert roster of department personnel.
5. Maintain inventory and sources of supply for emergency equipment and supplies.
6. Maintain roster of contacts for outside assistance.
7. Conduct personnel emergency training and familiarize all personnel with emergency duties.
8. Plan, prepare, maintain and implement internal departmental emergency operating procedures.

B. DURING AN EMERGENCY

1. Provide food, appropriate clothing, supplies, equipment and facilities for emergency workers.
2. Rotate emergency workers to avoid fatigue.
3. Perform specific tasks assigned by proper authority.
4. Document all activities, especially costs and expenditures in connection with emergency operations.

SECTION 4

HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN

4-1 PURPOSE

This Section of the City of Umatilla Emergency Operations Plan describes in detail how the City of Umatilla will respond to and operate during emergencies involving hazardous materials.

This plan is specifically intended to satisfy the planning requirements of the Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III. It is in conformance with Annex O of the Oregon State Emergency Operations Plan and with the Hazardous Materials Annex of Umatilla County's Emergency Operations Plan.

4-2 GENERAL

- A. Hazardous Materials (Haz-Mat) means any substance, element compound, mixture or solution which, when spilled or released into the air or into, or on, any land or waters, may present a danger to the health, safety or welfare of the public, or to the environment.
- B. A Haz-Mat incident is any fire, spill, leak, release or potential problem involving hazardous materials.
- C. This plan is intended to establish an organizational structure and operational procedures for the most practical utilization of the resources of the City in the event of a Haz-Mat incident in the City.
- D. If a Haz-Mat incident is of such magnitude to require action beyond the capabilities of local resources, the structure and procedures provided in this plan will be blended with the Emergency Operations Plan.

4-3 APPLICATION

The procedures detailed in this plan should be implemented for any Haz-Mat incident occurring in the City. A Haz-Mat incident is any fire, spill, leak, release or potential problem involving flammable liquids, flammable gas, toxic chemicals, compressed gas, radioactive material or unidentified substance.

EXAMPLES

- A. Bulk fuel – Any incident involving or threatening to involve bulk storage or transport of hydrocarbon fuels (gasoline, diesel, etc.), but does not include automobiles, pickups, small trucks, etc., unless requested by the Incident Commander.
- B. Natural Gas – Any incident of leaking natural gas in residential, commercial, industrial or institutional occupancies, but does not include outside leaks/odors unless requested by the Incident Commander.
- C. Liquefied Petroleum Gas (LPG) – Any incident of leak, spill or fire involving LPG in transport, storage or dispensing.
- D. Incidents involving compressed gasses.
- E. Any incident involving a highway truck or trailer; railroad boxcar or container car where the contents are unknown.
- F. Any leak, spill, fire or potential situation involving any substance or material placarded by DOT or other regulating agency as being a hazardous material.

4-4 LEVELS OF EMERGENCIES

- A. MINOR INCIDENT – A fire, spill, release, or a potential fire, spill or release involving hazardous materials. Most minor incidents will be handled by the initial emergency responders.

EXAMPLES

1. Mechanical breakdown of a vehicle carrying high-level radioactive shipment, Class A explosives or highly toxic materials requiring it to be parked at one location for a long period.
2. Fire at a facility storing or utilizing hazardous materials where the materials are not initially involved in the fire.
3. Abandoned drums discovered, with no release or small spill.
4. Vehicle or fixed site incident with a small spill or release of hazardous materials.
5. Vehicle accident with potential release of Haz-Mat.
6. Fire or explosion involving small quantities of Haz-Mat.

- B. MEDIUM INCIDENT – An incident resulting in a localized release of hazardous materials (e.g. within several hundred feet). The health and safety of people and emergency responders in the immediate area may be threatened if protective actions are not taken. A probable environmental impact exists. It may require notification and response of more than initial response teams and/or other agencies. It may result in implementation of Emergency Operations Plan.

EXAMPLES

1. Accident involving transport of hazardous materials, which results in release of substance to air, ground or water in amounts sufficient to pose threat to public health or the environment.
2. Package or container containing radioactive materials crushed or damaged during handling.
3. A fire or explosion at a facility, which utilizes Haz-Mat.
4. An incident, which results in a significant amount of uncontrolled radioactive material.
5. Discovery of abandoned oil or hazardous materials being released to the environment and posing a threat to public health or the environment.

C. MAJOR INCIDENT – An incident resulting in a spill or release of Haz-Mat, which requires evacuation, or sheltering of nearby residents, businesses, or which causes a serious environmental threat. It will probably involve activation of the Emergency Operations Plan and the Emergency Operations Center.

EXAMPLES

1. Truck, rail or fire incident with radiological contaminated smoke or toxic fumes.
2. Radioactive material directly involved in fire or explosion at a fixed facility, resulting in spread of material, or significant accidental exposure to radiation.
3. A fixed facility or transport incident resulting in a major release of toxic fumes to air or hazardous materials to public waters used for drinking water or important to fish and wildlife or other beneficial uses; or, resulting in serious public health and/or environmental impacts.

4-5 EMERGENCY RESPONSE SYSTEM

OVERVIEW: Hazardous material incidents are reported to 911 Emergency Dispatch Center located in the Umatilla County Justice Center, 4700 NW Pioneer Place, Pendleton, OR. The senior fire officer becomes the Incident Commander and establishes the first level of the Incident Command System. All Umatilla Rural Fire Protection District personnel are trained to the "First Responder Operations Level", who may only respond to releases or potential releases of hazardous substances for protecting nearby persons, property, or the environment from the effects of the release. Their objectives are to identify the material, secure the scene, establish perimeters of unprotected entry and call for technical help. If the incident requires entry for stabilizations, they will request assistance of the State's Regional Haz-Mat Response Team located in Hermiston. Once the incident is stabilized, the incident is turned over to either the DEQ or the firm responsible for the hazardous material for clean-up.

A. NOTIFICATIONS

1. Notification of initial emergency response is through 911.

2. According to determination of Incident Commander, Dispatch Center will initiate notifications as outlined in Emergency Operations Plan as scope of incident demands.
3. Incident Commander will direct dispatch center to notify the responsible party (e.g. Simplot, PGG, UPRR, etc.).
4. If site entry is required, or for other on-scene technical assistance, ID may request a response of the State Fire Marshal Regional Haz-Mat Team to the incident. Calls may be made directly to the Office of the State Fire Marshal at OERS (Oregon Emergency Response System) 1-800-452-0311. As a practical matter, it is advisable to notify Hermiston Fire, who is the local Regional Haz-Mat Response Team, as quickly as possible so they can begin mobilizing.
5. Depending upon the quantity and type of release, IC will direct dispatch center to notify local DEQ office through OARS, 1-800-452-0311. Depending on the type of incident the OERS operator will notify the appropriate lead state agency and others as necessary.
6. Some spills, depending on quantity and type of material released, also require the spiller to notify federal agencies. Notification shall be through the National Response Center (NRC) 1-800-424-8802.

B. INCIDENT MANAGEMENT

1. EMERGENCY RESPONSE

- a. The Fire Department is assigned primary operational control of hazardous material incidents in Umatilla.
- b. The Umatilla Rural Fire Protection District, Public Works Department and City Manager's Office will provide support to the Fire District during the emergency phase of an incident.
- c. State agencies will provide technical support to the City during emergency operations on request and under direction of the City.
- d. State or federal agencies will assume the lead role for directing clean-up and site restoration on request of the City.
- e. Private industry is responsible for reporting incidents, assisting emergency responders in control of incidents, performing clean-up or hiring a clean-up contractor and disposing of spilled materials.
- f. Volunteer organizations, hospitals, clinics, funeral homes, schools and other private or public agencies will be requested by the City as needed.

C. INCIDENT COMMAND

1. The Incident Command System as described in the Emergency Operations Plan will be established by the first arriving Fire District Officer.
2. The Fire District will retain command throughout most Haz-Mat incidents, except the City Manager may assume overall Incident Command from the Fire District when more than one department or outside agency is involved in the incident. When this occurs, the City Manager usually will activate the Emergency Operations Center.

3. Incident Command will remain with the City of Umatilla during all phases of emergency operations unless the Incident Commander requests one of the other on-scene representatives to assume command.

D. CLEAN-UP AND RESTORATION

Once the emergency is terminated, the Incident Commander should turn clean-up and restoration activities over to the appropriate state agency. The City may retain control of the incident during clean-up and restoration according to the situation. Clean-up and restoration activities include:

- Compliance with clean-up standards
- Restoration of environment and site
- Investigate cause
- Assessment of damage
- Enforcement actions
- Cost Recovery

E. EMERGENCY OPERATIONS CENTER (EOC)

The EOC will be activated by the City Manager when there is a significant need for coordinating off scene support and resources for on-scene operations.

During major incidents, the Incident Commander will coordinate with the state EOC in Salem.

4-6 TECHNICAL ASSISTANCE

Technical assistance on hazardous materials is available locally from representatives of local industries and/or businesses. For example: Simplot and PGG can provide expertise on agricultural chemicals, UPRR could describe the construction of tank cars, etc.

- A. 24-hour technical assistance from state agencies is available through OERS at 1-800-452-0311 (refer to Annex O). The lead state agencies during the initial phases of a chemically hazardous materials incident are:

1. STATE FIRE MARSHAL

- a. Community Right to Know Hazardous Materials Reporting Program – For guidance and information on the presence and quantities at fixed sites, characteristics of hazards to property and the public and the controls needed for hazardous materials.
- b. Regional Hazardous Materials Teams – The State Fire Marshal (SFM) contracts with about 10 teams around Oregon operating from Fire Departments. OSFM provides Haz-Mat equipment and training and, in return, the Fire Department

Haz-Mat Team agrees to respond to other jurisdictions to provide technical assistance. SFM authorizes the response, so calls must go to the state directly.

2. DEQ – For clean-up and restoration following the initial phase of an emergency chemically hazardous materials response. During initial phases can also provide with the OSFM information on chemical characteristics, environmental effects, control, clean-up and disposal of hazardous materials.
3. STATE HEALTH DEPARTMENT – For all incidents involving radioactive materials other than transportation incidents and for all communicable disease agents.
4. OREGON DEPARTMENT OF ENERGY – For radioactive materials transportation incidents.

B. TECHNICAL ASSISTANCE FOR OTHER STATE RESOURCES

1. Poison Control Center (1-800-452-7165) for 24-hour toxicological information and medical treatment advice.
2. State Fire Marshal (503-378-2885) for hazardous substance survey information.
3. Pesticide Analytical Response Center (PARC) (503-378-3793) provides information on pesticide related health concerns (not treatment related) and environmental exposure from drift or contaminated water.
4. Oregon Department of Transportation (ODOT) (503-378-6204) for information on motor carrier and rail shipments of hazardous materials. Contact OERS after hours.

C. TECHNICAL ASSISTANCE BY FEDERAL SPECIALISTS

1. For incidents involving radioactive materials, response teams may be dispatched from the US Department of Energy, Richland Operations, or from adjacent states. The Oregon DOE or Health Division will activate this help.
2. For public health information, the Agency for Toxic Substances and Disease Registry provides 24-hour service at 1-404-452-4100.

D. TECHNICAL ASSISTANCE FOR CERTAIN HAZARDS AVAILABLE FROM INDUSTRY

1. CHEMTREC, an off-scene 24-hour information service operated by the Chemical Manufacturers Association Chemical Transportation Emergency Center (1-800-424-9300). CHEMTREC can supply chemical and safety data as well as contacts to product manufacturers. It can activate a number of industry-based response actions including:
 - The CHLOREP team for chlorine incidents, which is currently fielded by the Pennwalt Corporation in Portland.
 - CHEMNET – An industry wide mutual aid program activated by the shipper.
 - Response teams for pesticides, Hydrogen Cyanide, Hydrogen Fluoride, Phosphorous and Liquefied Petroleum Gas.
2. The Association of American Railroad's Bureau of Explosives for incidents involving the railroads (1-800-826-4662) 24-hour number.

4-7 VOLUNTEER SERVICES

- A. American Red Cross – offers emergency relief in the form of food, shelter and clothing.
- B. Salvation Army – provides emergency food, shelter and clothing.
- C. Amateur Radio Emergency Service – provides radio communications through a network of amateur radio operators.

4-8 COORDINATION OF PUBLIC INFORMATION

The news media can provide an important public service by distributing information about the nature of an incident. Successful emergency operations require accurate and timely public information. Public information will be coordinated between on-scene and off-scene operations. A Public Information Officer will be designated by the Incident Commander to issue information about the incident. The PIO will issue information provided by the Incident Commander and in coordination with the lead state agency information representatives. The lead state agency will see to it that the PIO has accurate public health information. The lead state agency will issue information in coordination with the PIO.

4-9 RESPONSIBILITIES OF CITY DEPARTMENTS

A. FIRE DISTRICT/AMBULANCE SERVICE

1. Provide on-scene command using the Incident Command System.
2. Assume primary control of rescue, fire suppression and containment operations.
3. Assume primary control of first aid and emergency medical operations.
4. Activate notifications and request technical assistance.
5. Assist with radiological monitoring and decontamination.

B. POLICE DEPARTMENT

1. Coordinate activities with Incident Commander.
2. Provide crowd and traffic control.
3. Direct evacuation procedures.

C. PUBLIC WORKS DEPARTMENT

1. Coordinate activities with Incident Commander
2. As requested by the Incident Commander, provide and place material to dike, block or absorb spilled material to stop or limit its run-off.
3. Facilitate repair and restoration of roadways, bridges and vital facilities.
4. Initiate debris clearance as needed.
5. Assist with utility restoration and road closures, blockades and/or detours as needed.

4-10 HAZARDS ASSESSMENT

Hazardous Material (HAZ-MAT) means any element, compound, mixture, solution, or substance, which, when spilled or released into the air, or into, or on, any land, or waters, may present a substantial danger to the health, safety, or welfare of the public or to the environment.

Although Umatilla does not have a concentration of industries using large quantities of hazardous materials, there are many users of common dangerous materials typical of a City our size. For example: there are large volumes of gasoline, diesel, propane and similar, common, but potentially dangerous materials stored, dispensed and transported on a daily basis. In addition, because of the large agricultural industry, there are extensive agricultural chemicals used, stored and transported.

While the characteristics of Umatilla seem to keep the City at a relatively low risk from Haz-Mat incidents, its location on a major east-west interstate freeway and main east-west highway along with delivery railroad spurs, significantly increase the risk.

A. FIXED SITE FACILITIES

The City of Umatilla relies on the State Fire Marshal's hazardous substance survey as its major source of identification of facilities that manufacture, generate, use, store or dispose of hazardous materials.

This reference is supplemented by regular on-site surveys and fire safety inspection by the Fire District. This information is maintained by the Fire District and compiled into pre-incident emergency response plans for immediate use by emergency responders.

B. HAZARDOUS MATERIALS TRANSPORTED IN UMATILLA

1. INTRA-CITY VEHICLE TRANSPORTATION – There are many common hazardous materials such as gasoline, propane and agricultural chemicals transported on the arterial streets of Umatilla on a daily basis. Although there is no recent history of transportation accidents resulting in significant releases of these materials in Umatilla, the risk is considered ever present.

The arterials most frequently used by vehicles transporting hazardous materials within the City are Highway 730 (6th Street), Powerline Road, Willamette Avenue, Brownell Blvd., Bud Draper Road, Beach Access Road and Old River Road.

An accident with a release of Haz-Mat in most any section of these arterials can expose school, retail, motels, residential or combinations of virtually any type of occupancy found in Umatilla.

2. INTERSTATE FREEWAY VEHICLE TRANSPORTATION – Interstate 82 bi-sects Umatilla, however, there is relatively little exposure to dense population. From surveys conducted by ODOT, the number of hazardous shipments in this area is ?. The most common commodities were gasoline, diesel and corrosives ?.

3. RAILROAD TRANSPORTATION – Umatilla is not a major destination for UPRR hazardous materials loads so there are relatively few switching operations to compound the probability of accidents within the City.

DRAFT

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: Fee Resolution Discussion	Meeting Date: 2019-10-15
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s):
Amount Budgeted: N/A	

Reviewed by Finance Department:	Previously Presented: N/A
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Attachments to Agenda Packet Item:
[Res XX-2020 Fee Resolution Updates.docx](#)

Summary Statement:
Staff has prepared a draft fee resolution amendment addressing the following sections. Section 16: Sanitary Disposal has requested a rate increase. Garbage rates have not been increased since July 2016 and Sanitary Disposal has provided strong financial documentation to justify this increase. Section 20: This amendment adds two new fees to the Land Use Application section: a residential development review fee and a traffic impact analysis review fee. Section 26: This amendment adds in all relevant fees from the City's new Special Use Permit Application. Section 27: This amendment increases the nightly rate for RV Spaces at the Umatilla Marina & RV Park to \$40 per night at the recommendation of Good Sam. All of these changes, if approved at the November 5th meeting, will take effect January 1, 2020.

Consistent with Council Goals:
Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. XX-2020

A RESOLUTION AMENDING SECTIONS 16, 20, 26 AND 27 OF THE UMATILLA FEE RESOLUTION; AND AMENDING THE TITLE OF RESOLUTION NO. 19-2018

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

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

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

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

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

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

THE CITY OF UMATILLA DOES HEREBY RESOLVE AS FOLLOWS:

(Matter to be deleted is in [brackets]. New matter to amend an existing section is underlined.)

A. Section 16. **SOLID WASTE DISPOSAL** is amended to read:

16. SOLID WASTE DISPOSAL (ORD. #443)

16.1 Residential and commercial manually emptied containers

a. Commercial

35 Gallon cart served weekly

\$ 11.55 [10.60] per month

90 Gallon cart served weekly

\$ 23.68 [21.80] per month

b. Residential

35 Gallon cart served weekly

\$ 11.55 [10.60] per month

90 Gallon cart served weekly

\$ 19.35 [17.85] per month

Senior Citizens on Limited Income

\$ 9.25 [8.50] per month

c. Commercial loose solid waste

1 ½ yard container one time per week

\$ 79.80 [73.35] per month

Each additional weekly pickup

\$ 71.40 [65.60] per month

2 yard container one time per week

\$ 103.80 [95.35] per month

Each additional weekly pick-up

\$ 93.70 [86.10] per month

d. Commercial compacted solid waste 1 ½ times loose container rate pick-up

e. Cardboard recycling container

\$ 11.00 [9.95] per month **86**

- 16.2 Manually Emptied Containers at curb or roadside
 - a. Extra charges per pick-up on route for solid waste not on regular basis \$ 2.75 [2.55] per month
 - b. Containers are priced at level full with lid closed and extra charges will be made for “over-the-top-bulk” \$ 1.50 minimum
 - c. Minimum special pick-up charges to be arranged between customer and collector

32 gallon maximum size not to exceed 60 pounds in weight when filled and 18 pounds when empty. Senior citizens requesting the reduced rate must make application to the City and meet the Oregon State Poverty income guidelines.

- 16.3 Drop box rate delivery fee \$ 40.00 [30.00] first box
Drop box service within 7 day period
 - a. Drop boxes weighing up to 5 tons \$ 58.00 [53.20] haul fee plus \$ 6.20 [6.00] per cu yd or \$ 68.20 [66.20] per ton whichever is greater
 - b. Drop-boxes weighing 5 tons and greater \$ 211.20 [200.45] haul fee plus \$ 37.60 [36.75] per ton
 - c. Demurrage charge per box after 7th day \$ 4.35 [4.00] per day
- 16.4 Compacted drop-boxes weighing up to 5 tons
 - a. compactor on call \$ 76.45 [70.25] per hour haul fee plus 6.20 [6.00] per compacted cubic yard or 68.20 [66.20] per ton whichever is greater
 - b. Compacted drop-boxes weighing 5 tons
Compactor on call \$ 228.35 [217.50] haul fee plus \$ 37.60 [36.75] per ton
- 16.5 Transfer station permit for yard trimmings: Residential refuse customers whose bills are current may, by securing a permit from City Hall, take yard trimmings to the transfer station, and deposit them in a place designated by the attendant free of charge. All other items so taken will be charged at the regular transfer station rate.

Sanitary Disposal, Inc. and Desert Winds, Inc. are to submit annual reviewed comparative financial statements by no later than April 1, 1995 and every year thereafter. The annual reviewed comparative financial statements and rates will be reviewed by the City Council on an annual basis.

B. Section 20. LAND USE APPLICATIONS is amended to read:

20. LAND USE APPLICATIONS

- 20.1 Non-Refundable filing fee for land use applications plus actual costs for planner attorney and/or engineer, over costs covered by basic fee.
 - a. Administrative Review \$ 100.00
 - b. Variance \$ 500.00
 - c. Partitions \$ 300.00
 - d. Planned Unit Development or Subdivision \$ 800.00

e. Lot Line Adjustment	\$ 150.00
f. Conditional use	\$ 500.00
g. Site Plan Review	\$ 250.00
h. Zone Change	\$ 500.00
i. Comprehensive Plan Amendment	
(1) Plan Amendment Map – No Exception	\$ 800.00
(2) Plan Amendment Map – Includes Exception	\$ 1,000.00
(3) Plan Amendment Text	\$ 800.00
j. Vacation	\$ 500.00
k. Annexation	\$ 500.00
l. Amendment to Urban Growth Boundary	\$ 500.00
m. Replat	\$ 500.00
n. Address Assignment	\$ 25.00
o. Pre-application Conference (applied to application)	\$ 50.00
p. Miscellaneous planner time/research per hour	\$ 75.00
q. Land Use Compatibility Statement	\$ 25.00
r. Grading & Excavation Permit	\$ 100.00
s. Zoning Review for Building Permit	\$ 25.00
t. Zoning Permit	\$ 100.00
u. Custom GIS Mapping	\$ 75.00/hr prorated quarterly \$ 15.00 minimum
<u>v. Residential Development Reviews</u>	<u>\$ 110.00/lot</u>
* <u>Review includes: submittal of final plat/construction drawings, one iteration of engineer comments, developer incorporation of comments and resubmittal, engineer verification and approval issuance. Any more than one iteration of comments will be billed on a time & materials basis.</u>	
<u>w. Traffic Impact Analysis (TIA) Reviews</u>	
<u>(1) Small TIA Review (One land use and less than 3 intersections)</u>	<u>\$ 1,500</u>
<u>(2) Large TIA Review (More than one land use and 3 intersections or more)</u>	<u>\$ 3,000</u>

20.2 Appeals to City Council

a. Filing fee plus actual costs for materials, consultants, publications and other related costs	
(1) Appeal of Planning Commission or City Council Decision	\$400.00
(2) Appeal of Administration Decision	\$250.00
b. Preparation of transcripts; actual cost not to exceed (If appellant prevails at a hearing or an appeal, the transcript fee shall be refunded)	\$250.00

20.3 Review of Plans on commercial properties \$100.00

C. Section 26. FACILITY USE CHARGES is amended to read:

26. FACILITY USE CHARGES

26.1	City Facility Use Permit Fee	\$ 25.00
26.2	Special Use Permit (General)	\$ 150.00
	<u>a. Inflatables or dunk tanks</u>	<u>\$ 125.00</u>
	<u>b. Sale of Alcoholic Beverages</u>	<u>\$ 125.00</u>
	<u>c. Tent's or RV's for overnight use</u>	<u>\$ 125.00</u>
	<u>d. Charging admission for event</u>	<u>\$ 100.00</u>
	<u>e. Early access to facility prior to 10am</u>	<u>\$ 100.00</u>
	<u>f. Sale of good/services</u>	<u>\$ 100.00</u>
	<u>g. Vehicles on lawn parking (ex. Catering)</u>	<u>\$ 125.00</u>
	<u>h. Stage</u>	<u>\$ 75.00</u>
	<u>i. Use of amplified equipment</u>	<u>\$ 75.00</u>
	<u>j. Overnight use of park</u>	<u>\$ 50.00</u>
	<u>k. Use of home stereo equipment</u>	<u>\$ 50.00</u>
	<u>l. Open flame fire pit</u>	<u>\$ 50.00</u>
	<u>m. Vehicles on lawn (loading/unloading)</u>	<u>\$ 50.00</u>
	<u>n. Providing portable services</u>	<u>\$ 25.00</u>
	<u>o. Solicitation, marketing or advertising at location</u>	<u>\$ 25.00</u>
	<u>p. Volleyball/Badminton Poles</u>	<u>\$ 25.00</u>

26.3 Parks Cleaning Deposit \$ 25 - \$5,000
Depending on event

D. Section 27. MARINA AND RV PARK is amended to read:

27. MARINA AND RV PARK (Amended by Res #22-2016)

27.1 Moorage Rates (Pay for 11 months in full, get the 12th month free)

DOCK	SLIPS	HEIGHT	MAX LENGTH	DEPOSIT	MONTHLY RATE	YEARLY RATE	COMMENTS
B		14	30	\$110.00	\$110.00	\$1,210.00	Plus Metered Power
B	15,16,21,22,27,28	14	30	\$100.00	\$100.00	\$1,100.00	Plus Metered Power
B		20	45	\$160.00	\$160.00	\$1,760.00	Plus Metered Power
B		20	50	\$180.00	\$180.00	\$1,980.00	Plus Metered Power
E		8.5	27	\$ 75.00	\$ 75.00	\$ 825.00	
H East	Even #'s	N/A	To 40	\$100.00	\$100.00	\$1,100.00	Plus Metered Power
H West	Odd #'s	N/A	40 +	\$120.00	\$120.00	\$1,320.00	Plus Metered Power

27.2 Transient Moorage Rates

DOCK	DAILY RATE	WEEKLY RATE
B	N/A	N/A
E	\$10.00	\$20.00
H	\$20.00	\$40.00

27.3 Cruise Ship Rates
 a. Moorage \$ 100.00/day
 b. Garbage \$ 3.00/bag

27.4 Dry Storage Rates (Amended by Res #01-2017)
 a. Moorage Customers \$ 30.00/month
 \$ 330.00/year
 b. Other Customers \$ 50.00/month
 \$ 550.00/year

27.5 RV Park Rates (Amended by Res #01-2017)
 a. Tents (including tax) \$ 20.00/night

b.	Full Utility Spaces <u>(including tax)</u>	\$ <u>40.00</u> [34.00]/night
c.	Extra Tents	\$ 5.00/night
d.	Extra Vehicles	\$ 5.00/night
e.	RV Dump	\$ 5.00/each
f.	Weekly Winter Rate	\$ 125.00/week
g.	Ice	\$ 3.00/bag

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

**GENERAL FEE RESOLUTION #19-2018
Amended by Resolution 58-2019 and Resolution XX-2020**

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

F. This Resolution shall be effective January 1, 2020.

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: Oregon Water Resources Water Feasibility Grant application	Meeting Date: 2019-10-15
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Department: Community Development	Director: Tamra Mabbott	Contact Person: Tamra Mabbott	Phone Number: 541-922-3226 X 101
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Cost of Proposal: Approx \$350,000 Amount Budgeted: n/a	Fund(s) Name and Number(s):
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Reviewed by Finance Department:	Previously Presented: n/a
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Attachments to Agenda Packet Item:
[FSG_Feasibility_Study_Grants_Application.pdf](#)
[Resolution.docx](#)

Summary Statement: Discuss submission of grant application.

Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.



2018 SOLICITATION

FEASIBILITY STUDY GRANTS

GRANT APPLICATION

APPLICATION DEADLINE: BY 5:00PM ON OCTOBER 17, 2018

Application must be received by this date and time

Send application electronically to: WRD_DL_feasibilitystudygrants@oregon.gov

Mail application to:

**OREGON WATER RESOURCES DEPARTMENT
Attention: Grant Program Coordinator
725 Summer Street NE, Suite A
Salem, OR 97301**

APPLICATION SUBMISSION INSTRUCTIONS

1. **When completing your application, use the** Application Instructions available at the OWRD Funding Opportunities, Applications, Forms, and Guidance webpage: <https://www.oregon.gov/OWRD/programs/FundingOpportunities/Pages/default.aspx>
2. Complete all sections in the spaces provided. An application must be submitted on the attached form provided by the Department. An explanation must accompany the application if any of the information required cannot be provided [OAR 690-600-0020(6)].
3. Please ensure that the Certification portion of Section II is signed with a live signature by the Applicant and, if applicable, the Co-Applicant.
4. Taking part in a Pre-Application Conference prior to applying is **highly** recommended. The pre-application conference request form is available on the OWRD Funding Opportunities Forms webpage. To learn more contact the Department.
5. Complete and sign the application checklist.
6. Electronic submission of application is the preferred method. You may scan a copy of the signed signature page and submit with your application if both documents are included in the same email.
7. If application is submitted in hard copy - use 8 ½" x 11" single sided, unstapled pages. Provide any attachments to the application on 8 ½" x 11" single-sided, unstapled pages.
8. Contact the Department at 503.986.0869 or WRD_DL_feasibilitystudygrants@oregon.gov if you have any questions.

FEASIBILITY STUDY GRANT APPLICATION CHECKLIST

Instructions: Use this checklist to ensure that your application is complete. An incomplete application will not be eligible for further review and consideration. This checklist must be completed and signed in order for your application to be considered complete.

SECTION A - Application

I. Study Information

- Study name and type(s) is complete and correct.
- The requested grant amount and previous Feasibility Study Grants for the study do not exceed \$500,000.
- The requested grant amount does not exceed 50% of the Total Cost of the Study.

II. Applicant Information

- All applicant and co-applicant name(s) and contact information is complete and correct.
- Application is signed by Applicant/Authorized Person.
- Application is signed by Co-Applicant/Authorized Person *OR* there is no co-applicant.

Note: *If the project is awarded funding the co-applicant will be required to sign and be party to the grant agreement.*

III. Study Location

- All questions have been addressed.
- Site plan map is attached.

IV. Feasibility Study Summary

- A brief (4-5 sentence) summary of the feasibility study and goal is included.

V. Feasibility Study Grant Specifics

- All questions have been addressed.
- Study key tasks are identified.

VI. Feasibility Study Budget

- All key tasks and budget items follow the Department's Budget Procedures and Allowable Costs guidance available on the OWRD Funding Opportunities Forms webpage..
- All budget information is accurate and complete.
- Administrative costs do not exceed 10% of total Grant Request.
- Key tasks listed in budget match those identified in Questions 12 and 13.

VII. Match Funding Information

- Matching Funds total, at a minimum, 50% of the Total Cost of the Feasibility Study.
- Match fund letters, indicating pending or secured match, are attached and equal the amounts listed in VI. Feasibility Study Budget.

VIII. Storage-Specific Questions

- All questions have been addressed *OR* the application is not for a storage project.
- Any storage-specific requirements are incorporated into the study and key tasks.

SECTION B - Application Attachments

Instructions: Use this checklist to ensure required attachments are included with your application. All attachments to the application must be numbered as well as included in this list. For all attachments ensure documentation meets any criteria identified in the application instructions, Storage-Specific Guidance, and Guidance on Budget Procedures and Allowable Costs. For “other” optional attachments in excess of the three spaces provided, include a supplemental list.

Required Attachments:

- Attachment 1 – Site map (Question 3)
- Attachment 2 – Property access authorization (Question 4) with evidence that you have authorized access to the lands on which the study would occur.
- Attachment 3 – Documentation of matching funds (Question 18) includes the following:
 - a) Match documentation for all match fund sources listed in the match fund table.
 - b) Match fund documentation that clearly identifies the dollar amount and describes the work to be accomplished with the match.
- Attachment 4 (*Select Storage Projects Only: if you answered “yes” to any part of Question 19*) – Description of approach to address storage-specific requirements

Optional Attachments:

- Letters of support (Question 11): Attachment #
- List and description of key tasks (Question 12): Attachment #
- Secured permits and regulatory approvals needed to implement the project (Question 14): Attachment #
- Other: Attachment #
- Other: Attachment #
- Other: Attachment #

All required items within Section A and B of the application checklist are completed and all identified criteria are addressed to the best of my knowledge.

Signature of Applicant/Authorized Person: _____ Date: _____

Print Name: _____ Title: _____



**FEASIBILITY STUDY GRANTS
GRANT APPLICATION**

I. Study Information

Study Name: _____

Type of Feasibility Study: Water Conservation Reuse
 Storage (Above-Ground) Storage (Below-Ground)
 Storage (Other)

Requested Grant Amount (must be no more than 50% of Total Study Cost): \$ _____

Total Cost of Feasibility Study: \$ _____

Note: Request(s) may not exceed \$500,000 per project.

II. Applicant Information

Applicant Name:	Co-Applicant Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Principle Contact:	Fiscal Officer:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Certification: I certify that this application is a true and accurate representation of the proposed work for a project feasibility study and that I am authorized to sign as the Applicant or Co-Applicant. By the following signature, the Applicant and Co-Applicant (if applicable) certifies that they are aware of the requirements of an Oregon Water Resources Department grant, have read and agree to all conditions within the sample Feasibility Study Grant Agreement and are prepared to conduct the study if awarded.

Signature of Applicant/Authorized Person: _____ Date: _____

Print Name: _____ Title: _____

Signature of Co-Applicant/Authorized Person: _____ Date: _____

Print Name: _____ Title: _____

III. Feasibility Study Summary

1. Please provide a brief, 4-5 sentence summary of the feasibility study. This summary should include a brief description of the goal of the water conservation, reuse, or storage project being studied and the purpose of the study. Please refer to the Feasibility Study Grant Application Instructions for additional information on what to include in your study summary.

IV. Study Location

Instructions: Please answer the following questions about the location of the feasibility study and project being evaluated.

2. Please provide the following information about the study and project location.
 - a. Latitude/Longitude (in decimal degrees): /
 - b. County:
 - c. Watershed/Basin (HUC 10 number):
 - d. Water rights (list permit/certificate/transfer/lease, as applicable):
3. Please attach a site plan map showing the following:

<ol style="list-style-type: none"> a. Feasibility study area boundaries b. Project area (if implemented) c. True north arrow d. Map title and legend 	<ol style="list-style-type: none"> e. Latitude and longitude f. Property boundaries g. Surface water bodies h. Sampling locations (if proposed)
--	---
4. List who owns the lands on which the study would occur and would be impacted by implementation of the project in the table below. Provide evidence that you have authorized access to the lands on which the study would occur.

Tax Lot ID	Landowner Name	Feasibility Study	Project Implementation
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

V. Feasibility Study Specifics

Instructions: Please answer all questions in this section. As applications are expected to result in additional pages to complete this section, you may attach your responses on a separate document as long as you indicate the question numbers in your response.

Study Description, Needs, and Goals

5. Describe the feasibility study goal.

6. Describe how the proposed study would achieve the goal.

7. Describe the identified water need (local, regional, or statewide). Please provide data or a narrative substantiating the need.

8. Please provide evidence that water is available to meet the above described need. Evidence can include regulatory and physical information regarding water availability.

9. Describe the level of community support and commitment associated with the study. This may include any collaborative water planning efforts undertaken to identify the project or study.

10. Describe how potential implementation of the project would benefit and/or impact the community.

11. List letters of support (name and/or affiliation of sender is sufficient). Attach copies of the letters to your application.

Study Key Tasks

12. Identify the study key tasks necessary to conduct the feasibility study using the following format and including as many tasks as necessary to complete the study. In the event that your study receives grant funding, the key tasks identified will be incorporated into your grant agreement as the “Statement of Work.” Please note: Project management and administration are common functions within a specified key task and not separate key tasks themselves.

Task number. Key Task Title

- Task schedule: The approximate dates during which the key task will be completed.
- Description of key task activities: Include specific details of the task such as task purpose, planned approach, appropriate technical information, proposed methods, and rationale for the approach.
- Qualified personnel that will complete task: Include a description of the professional experience, professional qualifications and licensure of personnel necessary for task work.

Task 1.

- Task schedule:
- Description of key task activities:
- Qualified personnel that will complete task:

Task 2.

- Task schedule:
- Description of key task activities:
- Qualified personnel that will complete task:

Task 3.

- Task schedule:
- Description of key task activities:
- Qualified personnel that will complete task:

Copy and paste additional tasks as needed.

13. Study Task Scheduling – Estimated duration of feasibility study: to

Place an “X” in the appropriate column to indicate when each task of the project would take place. Study tasks should match those listed as part of your response to the previous question.

Feasibility Study Key Tasks (Add additional rows as needed)	Grant year				Grant year				Grant year			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Permits and Regulatory Approvals

14. Provide a list of any permits and regulatory approvals needed to conduct the *feasibility study* and indicate the status of each in the table below. If permits/approvals are required, please submit copies of secured permits/approvals **or** describe efforts to secure permits/approvals including status. If no permits or authorizations are required for the study, provide an explanation:

Study Permit/ Regulatory Approval	Status and Efforts To Date

15. Provide a list of the permits and regulatory approvals that you anticipate would be needed to implement the project being studied. If permits/approvals are not required, please explain why and provide information regarding any agencies contacted to verify this determination:

Project Permit/Regulatory Approval <i>(add rows as needed)</i>

VI. Feasibility Study Budget

Instructions: Please answer the following questions about the study budget using the tables provided.

16. Please provide an estimated line item budget for the proposed feasibility study. Examples include: Direct project specific costs, such as in-house staff salary, contractual services, and administrative costs. See the Department’s Budget Procedures and Allowable Costs for further guidance.

OVERALL STUDY BUDGET Line Items	Number of Units* <i>(e.g. # of Hours)</i>	Unit Cost <i>(e.g. hourly rate)</i>	In-Kind Match	Cash Match Funds	OWRD Grant Funds	Total Cost
Staff Salary/Benefits						
Contractual/Consulting						
Equipment (must be approved)						
Supplies						
Travel						
Other:						
Administrative Costs**						
* The “Unit” should be per “hour” or “day” – not per “project” or “contract.” <i>Units x Unit Costs = Total Cost</i>			Total			
** Administrative Costs may not exceed 10% of the total funding requested from the Department						

17. Identify the budget for each key task below. Key tasks identified below should be the same as the key tasks identified in Questions 12 and 13.

Feasibility Study Key Tasks (Add additional rows as needed)	In-Kind Match	Cash Match Funds	OWRD Grant Funds	Total Cost
Total				

VII. Match Funding

Instructions: Please answer the following question regarding matching funds.

18. Please fill out the table below and attach the appropriate documentation for both the secured and pending match (add rows as needed). Keep in mind that applicants must demonstrate a minimum **dollar-for-dollar match**. Please note that a failure to meet this requirement or to attach documentation will result in an incomplete application that will not be considered for funding.

For secured funding, you must attach a letter of support from the match funding source that specifically mentions the dollar amount identified for this study and as shown in the “Amount/Dollar Value” column in the table below.

For pending resources, other written documentation showing a request for the matching funds must accompany the application or documentation must identify the date on which a future funding application will be submitted, identify the funding program, and provide evidence that the project is eligible for the funding program identified.

Match Funding Source (if in-kind, briefly describe the nature of the contribution)	Type (✓ One)	Status (✓ One)	Amount/ Dollar Value	Date Match Funds Available (Month/Year)
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		

VIII. Storage-Specific Questions

Instructions: If you indicated that your study is for a storage project, answer questions 19 in this section. If your study is for above-ground storage, also answer question 20. Please refer to the Storage-Specific Study Requirements: Application Guidance for guidance on completing this section, available on the OWRD Funding Opportunities Forms webpage. If your study is for a water conservation or reuse project, skip this section.

19. Answer the following “Yes/No” questions about the storage project to be evaluated in the proposed study.

- A. Will the project divert more than 500 acre-feet of surface water annually? Yes No
- B. Will the project impound surface water on a perennial stream? Yes No
- C. Will the project divert water from a stream that supports sensitive, threatened or endangered species? Yes No

If you answered “yes” to any of the questions above, you are required to address the following analyses in your feasibility study. By signing this application, you are committing to include these required elements in your feasibility study.

If you answered “yes” to (A), (B), or (C) above, attach a description of how you intend to address the following required elements in your feasibility study (please refer to the Storage-Specific Study Requirements: Application Guidance for guidance on these study requirements):

- i. Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows.
- ii. Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of water conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives.
- iii. Analyses of environmental harm or impacts from the proposed storage project.
- iv. Evaluation of the need for and feasibility of using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.
- v. For proposed storage projects for municipal use only – For a proposed storage project that is for municipal use, analysis of local and regional water demand and the proposed storage project’s relationship to existing and planned water supply projects.

20. **For Above-Ground Storage Only:** Describe whether or not the storage project would include provisions for using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life or other ecological values. As per statute and rule, above-ground storage projects that include these provisions receive preference for funding over other storage projects.

RESOLUTION NO. C-2020

A RESOLUTION AUTHORIZING CITY MANAGER TO SIGN AN APPLICATION FOR AN OREGON WATER RESOURCES DEPARTMENT GRANT APPLICATION

WHEREAS, the City of Umatilla “City” has a 23 CFS Columbia River Water Right, and

WHEREAS, the City has a demonstrated need to develop the water right based on declining groundwater aquifers and the need to insure a sustainable supply of water, and

WHEREAS, the Oregon Water Resources Department 2019 Solicitation for Feasibility study Grants provides an opportunity to study the feasibility of developing hydraulically-connected wells, a necessary first step in development of the water right, and

WHEREAS, the City has the ability to secure matching funds for the grant.

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

1. The City Council supports the grant application and authorizes the City Manager to submit any necessary documentation to the State of Oregon, Water Resources Department Feasibility Study Grant.

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: City staff as volunteer firefighters	Meeting Date: 2019-10-15
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: n/a	Fund(s) Name and Number(s):
Amount Budgeted: n/a	

Reviewed by Finance Department:	Previously Presented: n/a
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Attachments to Agenda Packet Item:

<p>Summary Statement: Staff is seeking direction on a possible Inter-Governmental Agreement (IGA) with the fire district to allow Public Works employees to serve as volunteer firefighters during working hours at City's expense.</p>

<p>Consistent with Council Goals: Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.</p>
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CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: Parks Master Plan Discussion	Meeting Date: 2019-10-15
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Department: Community Development	Director: Tamra Mabbott	Contact Person: Tamra Mabbott	Phone Number: 541-922-3226x101
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Cost of Proposal: \$26,000 Amount Budgeted: \$26,000	Fund(s) Name and Number(s):
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Reviewed by Finance Department:	Previously Presented: no
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Attachments to Agenda Packet Item:

[OPRD Park Grant.pdf](#)

[Parks Master Plan General Timeline.docx](#)

Summary Statement: Parks Master Plan grant was accepted by Council on October 5th. During this work session, staff will describe the project and project timeline and solicit input from Council on appointments to the Park Plan Task Force. Review process and timeline.
--

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

Local Government Grant Program Pre-Application Worksheet

for **PLANNING PROJECT** Grant Applications

This worksheet is designed to help applicants prepare answers, in advance, for the LGGP online application. Once answers are completed here, they can be easily cut and pasted (or uploaded) to the online application.

NOTE: Scoring criteria for 2019 LGGP Applications is based on the 2013-17 SCORP

BRIEF PROJECT DESCRIPTION: What will this project do (in 40 words or less)? Please complete the sentence: *The project will create a comprehensive master plan for parks located in the city of Umatilla, Oregon. Over the past several years there have been a few efforts to develop individual parks, including hiring a landscape architect to design a few parks. However, the effort was not coordinated within city nor was it formally developed with public input. The proposed planning project would be to develop the first comprehensive park plan for the city of Umatilla.*

PROJECT COST ESTIMATES (Prepare a project budget in advance. Include Work Elements and associated Costs):

- I. Evaluate and Assess Park Inventory -
- II. Develop Park Design and Enhancement Concepts
 - a. Public Involvement
- III. Develop priority and improvement strategy
 - a. Public Involvement
- IV. Develop Funding Strategy
- V. Draft Plan
 - a. Public Involvement
- VI. Finalize Plan; adoption

SOURCES OF FUNDING (Include Agency Match and Grant request amount):

\$20,000 grant

\$10,000

\$5,000 in kind mapping and other planning work

ATTACHMENTS (Be prepared to upload the following attachments, if relevant):

- Vicinity Map
- Park Boundary Map
- Concept Drawings
- Resolution to Apply for a Grant
- Land Use Compatibility Statement
- Property Deed / Lease Agreement
- Photos
- Draft Map of trails.

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?

Answer: 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?

Answer: 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?

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?

Answer: 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.

Answer:

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?

Answer: 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.

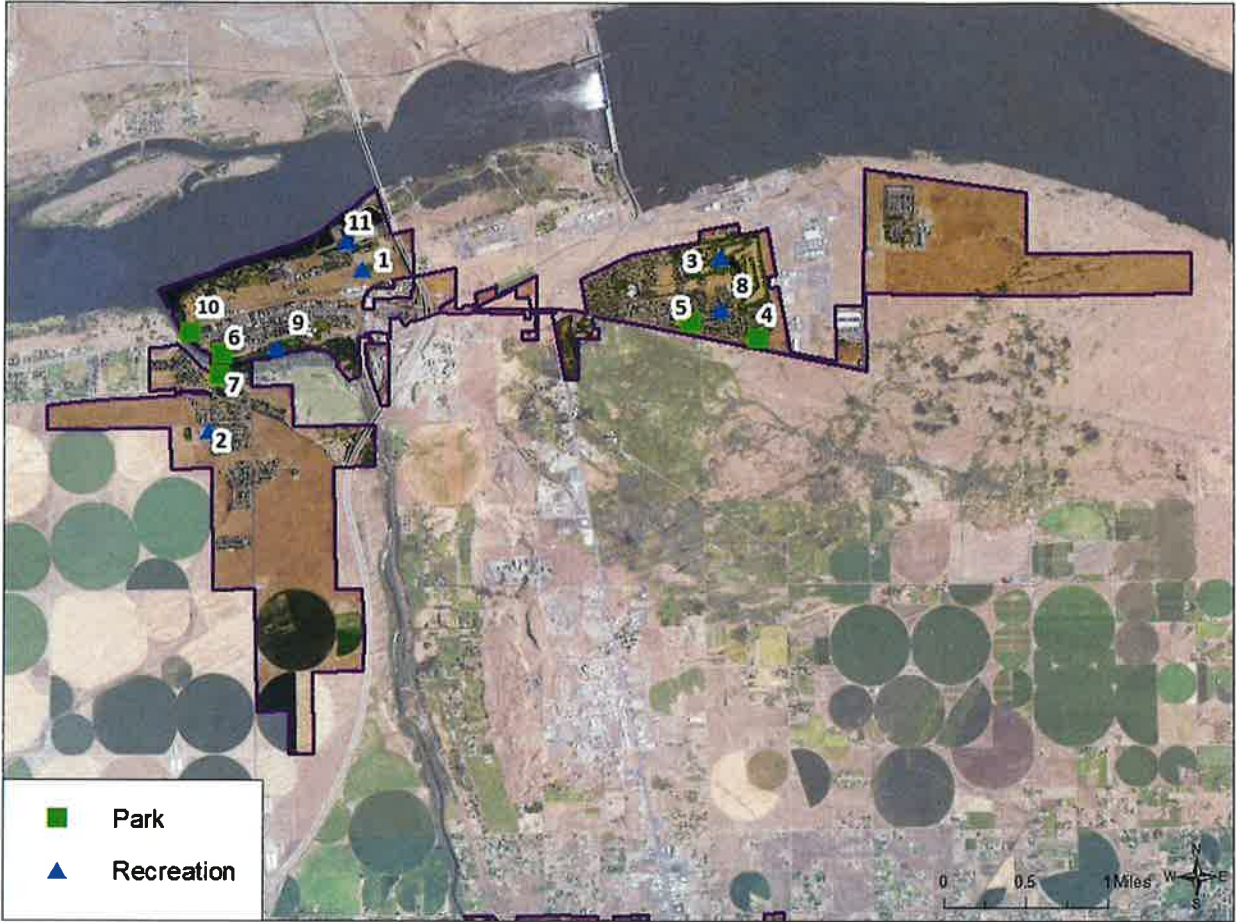
Answer: Community Development Department and Public Works staff, along with Parks & Recreation Committee and City Council will be intimately involved in the project so as to maximize local knowledge. The scope of work will require a minimum of three open house or other public engagement activities for 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.

Answer: \$40,000 general fund. Staff time.

Umatilla County Community Needs & Readiness Assessment 2017



City of Umatilla Zoning Map



Source: Aerial Imagery from Google Earth, 2008; USACE maps, 2008; USGS, 2008; Umatilla County, 2008.

Legend

- City Limits
- City Parks
- USACE Parks
- Streets



City of Umatilla Parks



Umatilla County and the City of Umatilla are not responsible for any errors or omissions in this data. Also, this data is not intended for use in any legal proceeding. Umatilla County and the City of Umatilla are not liable for any damages, including consequential damages, arising from the use of this data. Created by: Umatilla County, 11/20/2013

Parks Master Plan General Timeline

October 15, 2019	Introduce Project to Council and Discuss Budget/Scope/Timeline
October/November 2019	Solicit and City Manager appoint Task Force Members
November/December 2019	Solicit and Select Parks Master Plan Consultant
January 2020	Project Kickoff Meeting with Task Force, Consultant, and Staff (Council members invited to attend, if desired).
January-March 2020	Task Force and staff work together to send out surveys and start data collection. Task Force meets about twice a month.
March- April 2020	Consultant, with assistance from staff, compiles first draft of Parks Master Plan.
April – May 2020	City hosts at least two open houses to invite the public to review and provide additional feedback of the draft Parks Master Plan. Draft plan goes to Parks and Recreation Committee for additional review, edits, and feedback.
May - June 2020	Consultant compiles Parks Master Plan Version 2. Updated draft plan goes back to Parks and Recreation Committee for further review. This plan will also move on to the Planning Commission for review and consideration.
July – August 2020	Consultant updates plan and creates Version 3. Version 3 goes to Parks and Recreation Committee and Planning Commission for recommendation to City Council.
August – September 2020	City Council reviews Draft Parks Master Plan at City Council Workshop. Any final updates and suggestions are considered for revision into the Final Version.
September – October 2020	Consultant completes Final Version. City Council adopts Parks Master Plan

CITY OF UMATILLA, OREGON
AGENDA BILL

Agenda Title: City Manager Evaluation & Contract Amendment - Resolution No. 17-2020	Meeting Date: 2019-10-15
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Department: City Administration	Director: David Stockdale	Contact Person: Melissa Ince	Phone Number: (541) 922-3226x104
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Cost of Proposal: NA Amount Budgeted: NA	Fund(s) Name and Number(s):
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Reviewed by Finance Department:	Previously Presented: NA
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Attachments to Agenda Packet Item:

[RES_17-2019 Amendment 1 to Stockdale Employment Agreement.docx](#)

Summary Statement:

Mayor will present City Manager Stockdale with his evaluation. Following discussion, City Council will consider approval of Resolution No. 17-2020

Consistent with Council Goals:

Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. 17-2020

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT #1 BETWEEN
THE CITY OF UMATILLA AND DAVID STOCKDALE**

WHEREAS, the Charter of the City provides in Chapter VIII, Appointive Officers, Section 33, the City Manager be appointed by a majority of the council; and

WHEREAS, the through Resolution 16-2019 City appointed David Stockdale an executed an employment agreement with current City Manager Stockdale effective October 16, 2018; and

WHEREAS, Article 14 of the existing employment agreement gives City Council discretion to extend the residency requirement; and

WHEREAS, the Personnel Committee met on October 3, 2019 and, given the good faith efforts demonstrated by City Manager Stockdale, recommends a one year extension of the residency provision for this requirement to be met by October 15, 2020. All other terms of the agreement are unchanged.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Mayor is hereby authorized and directed to execute Amendment #1 to the Employment Agreement with David Stockdale granting a one year extension through October 15, 2020 on the residency requirement with all other terms of the agreement to be unchanged.

PASSED by the Council and **SIGNED** by the Mayor this 15th day of October, 2019.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder