

**UMATILLA CITY COUNCIL WORKSHOP  
A G E N D A  
COUNCIL CHAMBERS  
APRIL 16, 2019  
8:00 P.M.**

**\*\*WORKSHOP TO TAKE PLACE IMMEDIATELY AFTER 6PM BUDGET WORK SESSION \*\*  
\*\*\*\*\***

**1. MEETING CALLED TO ORDER**

**2. ROLL CALL**

**3. DISCUSSION ITEMS**

- 3.1 Fee Resolution Updates *pages 1 - 15*
- 3.2 6x26
- 3.3 IWW Easements *pages 16 - 37*
- 3.4 WEID Draft Agreements *pages 38 - 45*
- 3.5 Port of Entry Discussion *pages 46 - 61*

**4. ADJOURN**

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

CITY OF UMATILLA, OREGON

**AGENDA BILL**

<u>Agenda Title:</u> Res XX-2019 A Resolution Amending Sections 3, 5, 14, 17, 18, 26 and 28 of the Umatilla Fee Resolution; and Amending the Title of Resolution No. 19-2018	<u>Meeting Date:</u> April 16, 2019
---	--

<u>Department:</u> Finance	<u>Director:</u> Melissa Ince	<u>Contact Person:</u> Melissa Ince	<u>Phone Number:</u> 541-922-3226 x 104
-------------------------------	----------------------------------	--	---

<u>Cost of Proposal:</u> N/A	<u>Fund(s) Name and Number(s):</u> N/A
<u>Amount Budgeted:</u> N/A	

<u>Reviewed by Finance Department:</u> Yes	<u>Previously Presented:</u> No
---	------------------------------------

<u>Attachments to Agenda Packet Item:</u> Res XX-2019; City Water and Sewer Rates PowerPoint presentation
--

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

Consistent with Council Goals:

**RESOLUTION NO. XX-2019**

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

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

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

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

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

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

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

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

Section 3. BUSINESS is amended to read:

**3. BUSINESS**

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

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

**EXCEPTIONS:**

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

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

**5. COPIES OF PUBLIC RECORDS AND RELATED SERVICES**

5.1	An accounting fee will be charged when the department bills the requester. For any transaction regarding record there will be a minimum charge of ...	\$ 2.50
5.2	Certification of copy. This is in addition to fee established in paragraph 6.1 and 6.6.	\$ 3.75
5.3	Computer processing charges will be: <ul style="list-style-type: none"> <li>a. Actual executive department charge for the job</li> <li>b. Programmer/Analyst and secretarial support time</li> <li>c. Video terminal look up cost including staff time</li> <li>d. Supplies at actual cost</li> </ul>	\$ 1.00 per screen
5.4	Copies of existing mailing lists may be provided at a fee of ten dollars per 100 names, with no additional charge for staff time.	\$ 10.00 per 100
5.5	Documents published by the City will be: <ul style="list-style-type: none"> <li>a. Budget Document</li> <li>b. Comprehensive Plan</li> <li>c. Sign Code</li> <li>d. Subdivision Code</li> <li>e. Zoning Code</li> <li>f. Public Works Standards</li> <li>g. All other documents will have a fee established at the time of publication.</li> </ul>	<ul style="list-style-type: none"> <li>\$ 10.00</li> <li>\$ 20.00</li> <li>\$ 5.00</li> <li>\$ 5.00</li> <li>\$ 10.00</li> <li>\$ 50.00</li> </ul>
5.6	Fees for copies of records (including staff time) <ul style="list-style-type: none"> <li>a. Image for copies made on a standard office copy machine by the City administrative staff or police department staff</li> <li>b. Color photographs</li> <li>c. <u>Large Format Copier Fees (up to 36")</u> <ul style="list-style-type: none"> <li>i. Black and White</li> <li>ii. Color</li> </ul> </li> <li>d [c]. Print-outs or copies of utility histories</li> <li>e [d]. Full Case Report Copy (text only)</li> <li>f [e]. Incident Only Copy</li> </ul>	<ul style="list-style-type: none"> <li>\$ .50 per copy</li> <li>\$ <u>1.00</u> [5.00] per print</li> <li>\$ <u>6.00 per page</u></li> <li>\$ <u>10.00 per page</u></li> <li>\$ 5.00 each</li> <li>\$ 8.00 each</li> <li>\$ 4.00 first page</li> <li>+ .50 each add'l page</li> </ul>
5.7	Staff time required to locate, produce, summarize, and otherwise provide records for review and/or copying may be charged at the following rates in increments of 1/4 hours: (A fee may be charged even if a record is not located.) <ul style="list-style-type: none"> <li>a. <u>Staff time (calculate by hourly rate; plus 2.5%) to be calculated in 15 minute increments</u> [Secretarial/Clerical]</li> <li>b. Professional/Technical]</li> <li>b [c]. Police Research Fee</li> </ul>	<ul style="list-style-type: none"> <li>[\$ 20.00 per hr.]</li> <li>[\$ 5.00 per qtr. hr.]</li> <li>[\$ 35.00 per hr.]</li> <li>[\$ 8.75 per qtr. hr.]</li> <li>\$ 25.00 per hr.</li> <li>\$ 6.25 per qtr. hr.</li> </ul>
5.8	Fees for use of facsimile machine (including staff time.) <ul style="list-style-type: none"> <li>a. First page</li> <li>b. Additional copies up to 10 pages</li> <li>c. Over 10 pages</li> <li>d. Receive</li> </ul>	<ul style="list-style-type: none"> <li>\$ 4.00</li> <li>\$ 2.00 per page</li> <li>\$ 1.50 per page</li> <li>\$ 1.00 per page</li> </ul>
5.9	Re-Billing Charge on Miscellaneous Statements	\$ 2.50

5.10 Fee for Public Notary Services \$ 5.00 per document

Section 14. SEWER is amended to read:

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

14.1 Single family dwelling unit \$ 43.43 [41.96]

a. Unoccupied Residence *[Amended by Res #15-2011]* \$ 13.57 [13.11]

b. Hardship Rate \$ 39.09 [37.77]

14.2 Apartment/duplex unit without separate water meter \$ 37.32 [36.06]

14.3 Commercial and Hotel/Motel

a. Minimum charge (1st 7,000 gallons) \$ 43.43 [41.96]

b. Successive units of 7,000 gallons each or 3,500 or more of such unit \$ 43.43 [41.96]

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

Division A - Agriculture, Forestry, and Fishing

Division B - Mining

Division D - Manufacturing

Division E - Transportation, Communication, Electric, Gas & Sanitary Services

Division I - Services

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

Minimum charge (1st 7,000 gallons) \$ 43.43 [41.96]

Successive units of 7,000 gallons each or 3,500 gallons or more of such unit \$ 43.43 [41.96]

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

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

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

14.6 Enterprise zone discount. (Reserved)

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

Year 1: rate less 15%

Year 2: rate less 10%

Year 3: rate less 5%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. WATER, MISC, CHARGES**

18.1 Miscellaneous charges

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

18.3 Water system Development Charges (SDC's)

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

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

Section 26. FACILITY USE CHARGES is amended to read:

**26. FACILITY USE CHARGES**

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

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

**28. MISCELLANEOUS PUBLIC WORKS FEES**

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

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

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

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

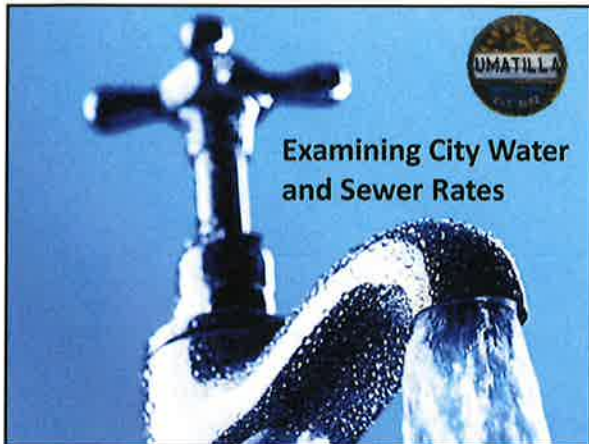
**PASSED** by the City Council and **SIGNED** by the Mayor this 7<sup>th</sup> day of May, 2019.

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

ATTEST:

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





## Examining City Water and Sewer Rates

---

---

---

---

---

---

---

---

## A Look at Umatilla's Water Reserve Fund

During the current fiscal year we saw over \$700,000 of expenditures related to the 6<sup>th</sup> Street Waterline Improvement Project. The loan proceeds will offset the costs and future loan payments will come out of the Water Fund.

The total Water Reserve Fund is budgeted at approx. \$786,000 for the 2019-20 fiscal year.

The fund has System Development Charge (SDC) reserve balances of \$300,000, \$100,000 earmarked for water right development, increasing reserves for electronic meter and hydrant replacements, and \$325,000 for future improvements/maintenance.

---

---

---

---

---

---

---

---

## Water Reserve Fund

	Actual 2016-17	Actual 2017-18	Budgeted 2018-19	Projected 2018-19	Budgeted 2019-20
<b>REVENUES</b>					
Beginning Fund Balance	\$ 471,883	\$ 427,942	\$ 412,954	\$ 417,556	\$ 555,785
Interest Earnings	\$ 4,671	\$ 7,476	\$ 4,000	\$ 5,500	\$ 4,500
SDC for Water Improvement	\$ 11,319	\$ 66,795	\$ 76,682	\$ 70,168	\$ 70,168
Other Revenue	\$ -	\$ -	\$ 740,000	\$ 740,000	\$ -
Transfers In	\$ 67,500	\$ 75,000	\$ 100,000	\$ 100,000	\$ 155,500
<b>TOTAL REVENUES</b>	<b>\$ 555,373</b>	<b>\$ 577,213</b>	<b>\$ 1,333,636</b>	<b>\$ 1,333,224</b>	<b>\$ 785,953</b>
<b>EXPENDITURES</b>					
Total Materials and Services	\$ 5,783	\$ 48,232	\$ 95,000	\$ 70,000	\$ -
Total Capital Outlay	\$ 121,649	\$ 111,425	\$ 1,213,114	\$ 707,439	\$ 715,953
<b>TOTAL EXPENDITURES</b>	<b>\$ 127,432</b>	<b>\$ 159,657</b>	<b>\$ 1,308,114</b>	<b>\$ 777,439</b>	<b>\$ 715,953</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 427,941</b>	<b>\$ 417,556</b>	<b>\$ 25,522</b>	<b>\$ 555,785</b>	<b>\$ 70,000</b>

---

---

---

---

---

---

---

---

## Why Build up Reserves?

- There have been several major projects and unexpected infrastructure failures in recent years including:
  - 2015-16: Recoat Coyote Tank \$178,000
  - 2016-17: New Pump Port Well \$112,000
  - 2017-2018: New Pump Intertie Well \$88,000
  - 2018-19: 6<sup>th</sup> Street Waterline Improvements \$740,000
- Building Reserves allows the City to avoid taking out long term debt. This year we did not have strong enough reserves and had to take out a loan for the 6<sup>th</sup> Street Waterline Improvements.

---

---

---

---

---

---

---

---

---

---

---

---

## A Look at Umatilla's Water Fund

3% increase approved for 2018-19 fiscal year.  
 Requesting a 12% increase in water rates for the 2019-20 fiscal year to allow for increased transfers into Water Reserve, cover rising personnel and operational costs, and to fund the debt service requirement of the 6<sup>th</sup> Street Waterline Improvement Project.  
 Target Ending Fund Balance for all funds of 25%

---

---

---

---

---

---

---

---

---

---

---

---

## Water Fund Revenue

	Actual 2016-17	Actual 2017-18	Budgeted 2018-19	Projected 2018-19	12% Increase 2019-20
REVENUE					
Beginning Fund Balance	\$ 39,609	\$ 56,064	\$ 39,356	\$ 108,446	\$ 163,671
Water User Fees	\$ 957,166	\$ 1,031,174	\$ 1,081,737	\$ 1,081,737	\$ 1,211,578
Line Installations	\$ 8,140	\$ 29,260	\$ 37,740	\$ 39,960	\$ 39,960
Turn On/Off Fee	\$ 300	\$ 213	\$ 500	\$ 300	\$ 500
Water Deposits	\$ 15,900	\$ 17,600	\$ 16,000	\$ 21,000	\$ 21,000
Interest Earnings	\$ 561	\$ 1,983	\$ 2,800	\$ 4,800	\$ 4,800
Sale of City Property	\$ -	\$ -	\$ 500	\$ -	\$ 500
NSF Check Charge	\$ 875	\$ 235	\$ 750	\$ 500	\$ 500
Other Revenue	\$ 1,484	\$ 3,708	\$ 2,000	\$ 6,108	\$ 3,500
Transfers	\$ -	\$ -	\$ -	\$ -	\$ 4,313
<b>Total Revenue</b>	<b>\$ 1,024,035</b>	<b>\$ 1,140,037</b>	<b>\$ 1,180,383</b>	<b>\$ 1,262,851</b>	<b>\$ 1,450,322</b>

---

---

---

---

---

---

---

---

---

---

---

---

## Water Fund Expenditures

EXPENDITURES	Actual	Actual	Budgeted	Projected	Budgeted
	2016-17	2017-18	2018-19	2018-19	2019-20
Total Personnel Services	\$ 487,600	\$ 502,575	\$ 493,305	\$ 514,803	\$ 538,542
Materials & Services	\$ 365,430	\$ 393,084	\$ 454,585	\$ 498,611	\$ 501,530
Capital Equipment Outlay	\$ -	\$ 6,931	\$ 14,200	\$ 3,764	\$ 5,000
Debt Service Obligations	\$ -	\$ -	\$ -	\$ -	\$ 72,000
Operating Contingency	\$ -	\$ -	\$ 25,000	\$ -	\$ 35,000
Transfer to:					
Debt Service Fund	\$ 21,000	\$ 21,000	\$ -	\$ -	\$ -
Water Reserve Fund	\$ 67,500	\$ 75,000	\$ 100,000	\$ 100,000	\$ 155,500
Capital Reserve Fund	\$ 30,450	\$ 35,000	\$ 41,000	\$ 41,000	\$ 15,250
General Fund	\$ -	\$ -	\$ -	\$ -	\$ 31,500
<b>Total Expenditures</b>	<b>\$ 967,970</b>	<b>\$ 1,031,590</b>	<b>\$ 1,127,481</b>	<b>\$ 1,099,180</b>	<b>\$ 1,344,322</b>
Ending Fund Balance	\$ 56,064	\$ 108,446	\$ 52,892	\$ 163,671	\$ 108,000

---

---

---

---

---

---

---

---

---

---

---

---

## Operating Ratio: Total Revenue/Total Expenditures

- What does this ratio show?
- The Operating Ratio shows whether the City is generating enough revenue to cover it's operating expenses
- Different Possibilities:
  - If =1, then the City is Breaking Even
  - If <1, then the City is Losing \$
  - If >1, then the City is ahead of expenses

---

---

---

---

---

---

---

---

---

---

---

---

## Water Fund Operating Ratio: How does Umatilla Rate?

Note: Target Operating Ratio to achieve 25% Ending Fund Balance is 1.25

- 2018-19:
  - Budgeted Operating Ratio = 1.05
  - Predicted Actual Operating Ratio = 1.15
- 2019-20 with 12% Rate Increase & \$50k additional transfer to Water Reserve Fund:
  - Operating Ratio = 1.08
- 2019-20 with NO Rate Increase & \$50k additional transfer to Water Reserve Fund:
  - Operating Ratio = 0.98

---

---

---

---

---

---

---

---

---

---

---

---

## A Look at Umatilla's Sewer Reserve Fund

- Currently transferring \$200,000 into reserves each year.
- Sewer Reserves have continued to increase but we have several large projects on the horizon:
  - 2018-19 Phase 1 Re-use pipeline construction \$2.3 million CWSRF Loan (\$500k principal forgiveness)
  - WWTP Plant Expansion est. \$15 million

---

---

---

---

---

---

---

---

## Sewer Reserve Fund

	Actual 2016-17	Actual 2017-18	Budgeted 2018-19	Projected 2018-19	Budgeted 2019-20
<b>REVENUES</b>					
Beginning Fund Balance	\$ 865,066	\$ 1,040,152	\$ 1,152,374	\$ 1,237,868	\$ 1,521,678
Interest Earnings	\$ 9,145	\$ 16,906	\$ 15,000	\$ 30,000	\$ 30,000
SDC for Sewer Improvement	\$ 8,173	\$ 46,294	\$ 55,344	\$ 50,641	\$ 50,641
Other Revenue	\$ 262,169	\$ 257,772	\$ 2,716,380	\$ 93,145	\$ 2,316,380
Transfers In	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 250,000
<b>TOTAL RESOURCES</b>	<b>\$ 1,344,553</b>	<b>\$ 1,561,124</b>	<b>\$ 4,139,098</b>	<b>\$ 1,611,654</b>	<b>\$ 4,168,699</b>
<b>EXPENDITURES</b>					
Total Materials and Services	\$ 298,731	\$ 303,227	\$ 475,560	\$ 63,981	\$ 405,560
Total Capital Outlay	\$ 5,670	\$ 20,029	\$ 2,650,043	\$ 25,995	\$ 3,298,139
Total Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REQUIREMENTS</b>	<b>\$ 304,401</b>	<b>\$ 323,256</b>	<b>\$ 3,125,603</b>	<b>\$ 89,976</b>	<b>\$ 3,703,699</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,040,152</b>	<b>\$ 1,237,868</b>	<b>\$ 1,013,495</b>	<b>\$ 1,521,678</b>	<b>\$ 465,000</b>

---

---

---

---

---

---

---

---

## Why Build up Reserves?

- We have \$2,745,420 in debt related to the industrial re-use project design and construction of Phase 1.
- Build Reserves to Cover Unexpected Costs/Improvements.
- WWTP Expansion needs.

---

---

---

---

---

---

---

---



**Sewer Fund Operating Ratio:  
How does Umatilla Rate?**

Note: Target Operating Ratio to achieve 25% Ending Fund Balance is 1.25

- 2018-19:
  - Budgeted Operating Ratio = 1.18
  - Predicted Operating Ratio = 1.36
- 2019-20 with 3.5% Rate Increase & extra \$50k transfer to Sewer Reserve Fund :
  - Operating Ratio = 1.17
- 2019-20 with NO Rate Increase & extra \$50k transfer to Sewer Reserve Fund :
  - Operating Ratio = 1.02

---

---

---

---

---

---

---

---

**What does this mean to the average residential customer in Umatilla?**

---

---

---

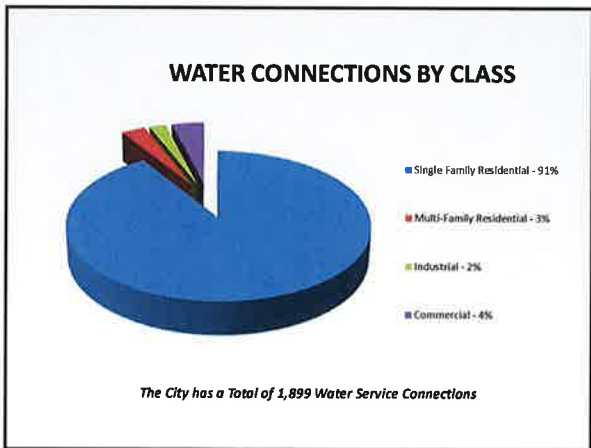
---

---

---

---

---




---

---

---

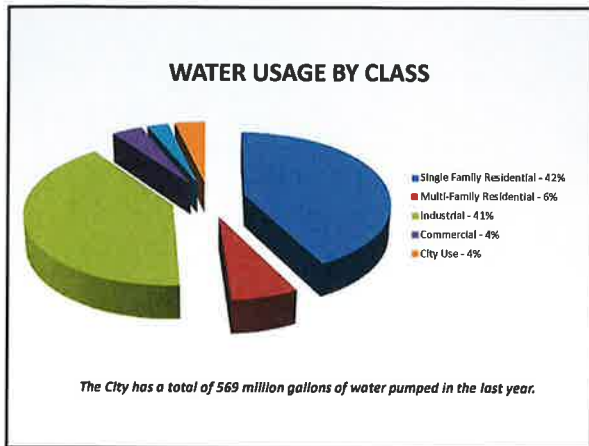
---

---

---

---

---




---

---

---

---

---

---

---

---

---

---

---

---

City of Umatilla  
2019-20 Water Rate Information

#### Seasonal Impact

Volume Based on Single Family Use

Current Rates	Quantity (gallons)	New Rates
Garbage (\$0/gal/flat rate)	117,000	\$17.00
Sewer (Single Family flat rate)	\$41.95	\$41.95
1/4" Water meter Base Rate Fee	\$16.74	\$16.74
Per Galon Charge - Garbage/Storm/Police Rate Fee	\$15.00	\$15.00
Estimated Monthly Utility Bill	\$42.35	\$49.88

Estimated Annual Utility Bill: \$508.20

#### Average Annual Impact

Average Based on Single Family Use

Current Rates	Quantity (gallons)	New Rates
Garbage (\$0/gal/flat rate)	\$77.85	\$77.85
Sewer (Single Family flat rate)	\$41.95	\$41.95
1/4" Water meter Base Rate Fee	\$16.74	\$16.74
Per Galon Charge - Garbage/Storm/Police Rate Fee	\$15.00	\$15.00
Estimated Monthly Utility Bill	\$118.85	\$126.54
Estimated Annual Utility Bill	\$1,426.20	\$1,518.48

---

---

---

---

---

---

---

---

---

---

---

---

### What impact will the proposed water and sewer increase have on the average customer?

- Monthly Difference in Utility Bill: \$7.74
- Annual Difference in Utility Bill: \$92.88

---

---

---

---

---

---

---

---

---

---

---

---



## Affordability Index

- This index shows how affordable the proposed water and sewer rates are to the average median household in Umatilla (per U.S. Census Bureau)
- = Annual Fees for 10,000 gallon per month user  
Median Household Income
- = \$922/\$41,818
- = 0.022 or 2.2%
- Index results:
  - < 1.0% Very Affordable
  - 1.0% - 3.0% Fairly Affordable
  - > 3.0% High

---

---

---

---

---

---

---

---



---

---

---

---

---

---

---

---



CITY OF UMATILLA, OREGON

**AGENDA BILL**

<u>Agenda Title:</u> Industrial Waste Water Line Easements	<u>Meeting Date:</u> April 16, 2019
---	--

<u>Department:</u> Community Development	<u>Director:</u> Tamra Mabbott	<u>Contact Person:</u> Tamra or Scott	<u>Phone Number:</u> 101 or 109
---	-----------------------------------	--	------------------------------------

<u>Cost of Proposal:</u> Legal Fees to prepare and record.  <u>Amount Budgeted:</u> N/A	<u>Fund(s) Name and Number(s):</u> N/A
---	---

<u>Reviewed by Finance Department:</u>	<u>Previously Presented:</u> NO
--	------------------------------------

<u>Attachments to Agenda Packet Item:</u> 1. Draft Resolution 2. Easements 3. Maps of IWW Line Alignment
---

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

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

**RESOLUTION NO. DD-2019**

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

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

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

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

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

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

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

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

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

ATTEST:

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

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

**UTILITY EASEMENT AGREEMENT**

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

**RECITALS**

A. Grantor is the record owner of real property identified as Tax Lots 1, 2, 3, 4, and 5 of the Draper Subdivision and Lot 7 of the Port Terminal Subdivision in the records of Umatilla County, State of Oregon, and the legal description of which are respectively identified as “Tract 1,” “Tract 2,” “Tract 3,” “Tract 4,” “Tract 5,” and “Tract 6” in *Exhibit A-1* attached hereto (“Grantor’s Property”).

B. Grantee needs permanent utility easements and temporary construction easements to be located on and within portions of Grantor’s Property for Grantee to:

(a) install, inspect, operate, maintain, repair, and replace a low-strength industrial wastewater pipeline and related infrastructure (the “LS-IWW Pipe”) necessary to the planned operation of a cooling-water-effluent wastewater collection system; and (b) install, inspect, operate, maintain, repair, and replace an entirely separate high-strength industrial wastewater pipeline and related infrastructure (the “HS-IWW Pipe”) necessary to the future operation of a high-strength industrial wastewater-effluent collection system.

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

## AGREEMENT

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

1. **Grant of Permanent Utility Easement.** Grantor hereby grants to Grantee a permanent utility easement forty (40) feet in width (the "Utility Easement") on, to, across, under, over and through those portions of Grantor's Property, the legal descriptions of which are set forth in attached *Exhibits A-2 through A-7* (collectively, the "Utility Easement Area").
2. **Scope of Permanent Utility Easement.** Grantee and its agents, employees, officers, consultants, and contractors of Grantee (collectively, "Grantee Parties") shall have rights of ingress and egress across Grantor's Property to access, enter upon, and use the Utility Easement Area to: (a) install, operate, inspect, maintain, repair, reconstruct, and replace the LS-IWW Pipe; and (b) to install operate, inspect, maintain, repair, reconstruct, and replace the HS-IWW Pipe. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Utility Easement Area to the extent they unreasonably interfere with Grantee's rights conveyed herein.
3. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary construction easement ten (10) feet in width (the "Temporary Construction Easement") on, to, across, under, over and through those certain portions of Grantor's Property, the legal descriptions of which are set forth in the attached *Exhibit A-2 through A-7* (collectively, the "Temporary Easement Area").
4. **Scope of Temporary Construction Easement.** Grantee Parties have the right of ingress and egress across Grantor's Property to access, enter upon, and use the Temporary Easement Area to (a) complete installation and testing of the LS-IWW Pipes prior to such facilities becoming operational and to (b) complete installation and testing of the HS-IWW Pipe prior to such facilities becoming operational. Grantee or Grantee Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Temporary Easement Area to the extent they unreasonably interfere with Grantee's rights conveyed herein.
5. **Consideration.** At Grantor's request, the parties agree that Grantee shall compensate Grantor for the easements conveyed herein by crediting Grantor's connection fee to the HS-IWW Pipe up to \$20,000.00 at such time that Grantor requests to connect Grantor's Property to the HS-IWW Pipe once the HS-IWW Pipe is completed. The parties agree that all costs to be incurred by Grantee pursuant to this Section 5 to provide credit for a future connection of Grantor's Property to the HS-IWW Pipe is and shall be considered good and valuable

consideration, the sufficiency of which is hereby acknowledged by Grantor in exchange for Grantor's conveyance to Grantee of the easements described herein.

**6. Term of Easements.**

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

**6.2 Temporary Construction Easement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signatures and Acknowledgements on following pages]*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**

CITY OF UMATILLA  
an Oregon municipal corporation

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

**GRANTEE:**

CITY OF UMATILLA  
an Oregon municipal corporation

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

State of OREGON  
County of Umatilla

This record was acknowledged before me on \_\_\_\_\_, 2019 by David Stockdale, City Manager of the City of Umatilla, an Oregon Municipal Corporation.

\_\_\_\_\_  
Notary Public – State of Oregon

State of OREGON  
County of Umatilla

This record was acknowledged before me on \_\_\_\_\_, 2019 by David Stockdale, City Manager of the City or Umatilla, an Oregon municipal corporation.

\_\_\_\_\_  
Notary Public – State of Oregon



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

TRACT 1:

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

TRACT 2:

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

TRACT 3:

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

TRACT 4:

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

TRACT 5:

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

TRACT 6:

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

**1 – WATER PIPELINE EASEMENT AGREEMENT**

**EXHIBIT A**

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

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

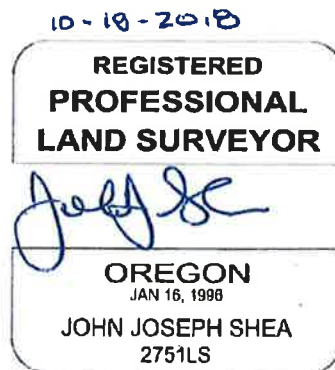
An industrial wastewater easement for the installation, operation, maintenance, renewal and replacement of wastewater lines and structures, over, under and across a strip of land 40.00-feet in width more particularly described as follows;

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

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

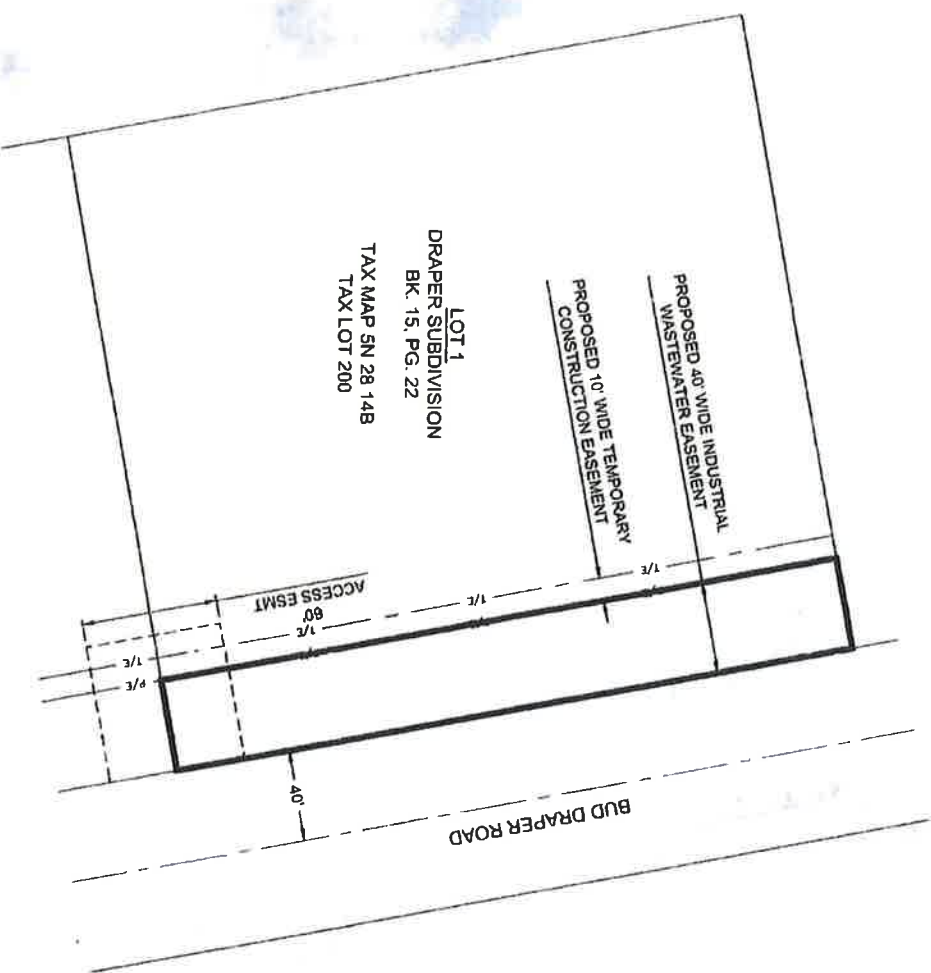
**TOGETHER WITH** a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



NOT TO SCALE



OCTOBER 18, 2018

10-18-2018

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*John Joseph Shea*

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS

RENEWAL DATE: 6-30-20

**EXHIBIT A**

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

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

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

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

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

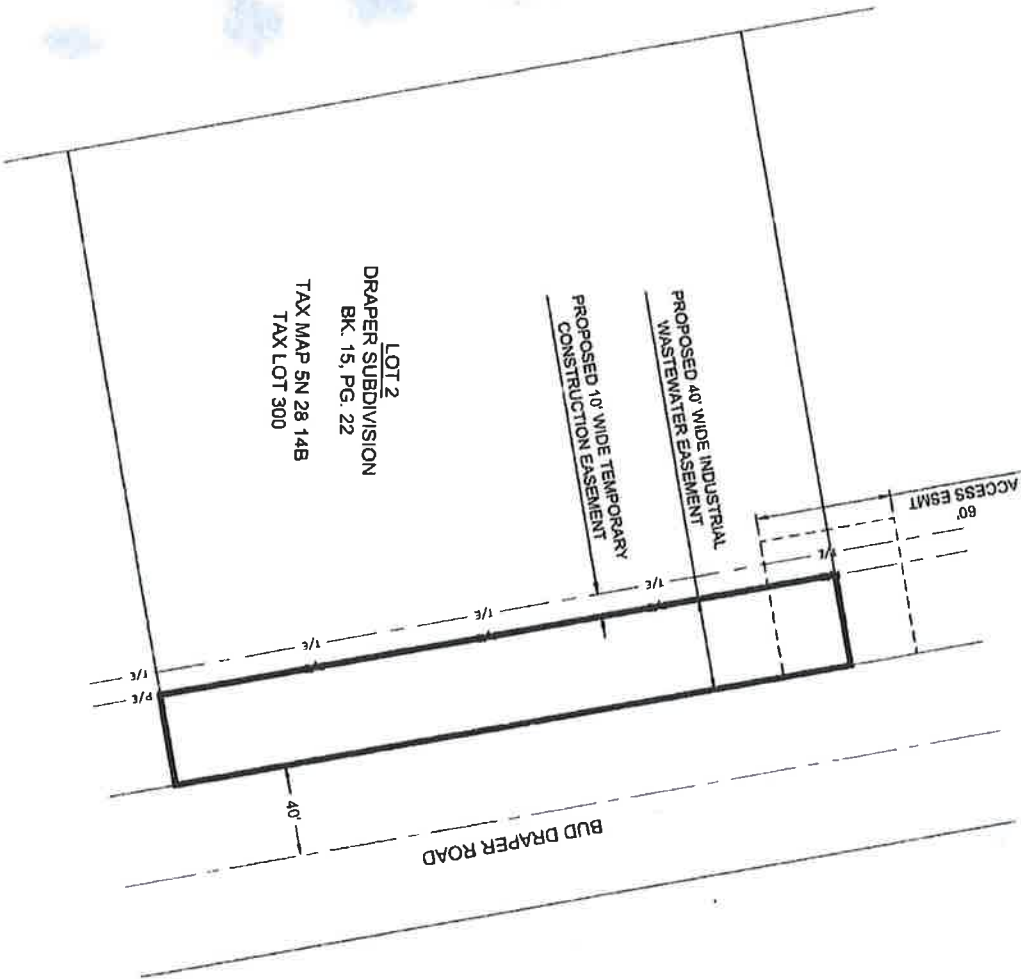
**TOGETHER WITH** a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



NOT TO SCALE



OCTOBER 18, 2018

10-18-2018

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*John Joseph Shea*

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
27511S

RENEWAL DATE: 6-30-20

**EXHIBIT A**

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

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

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

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

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

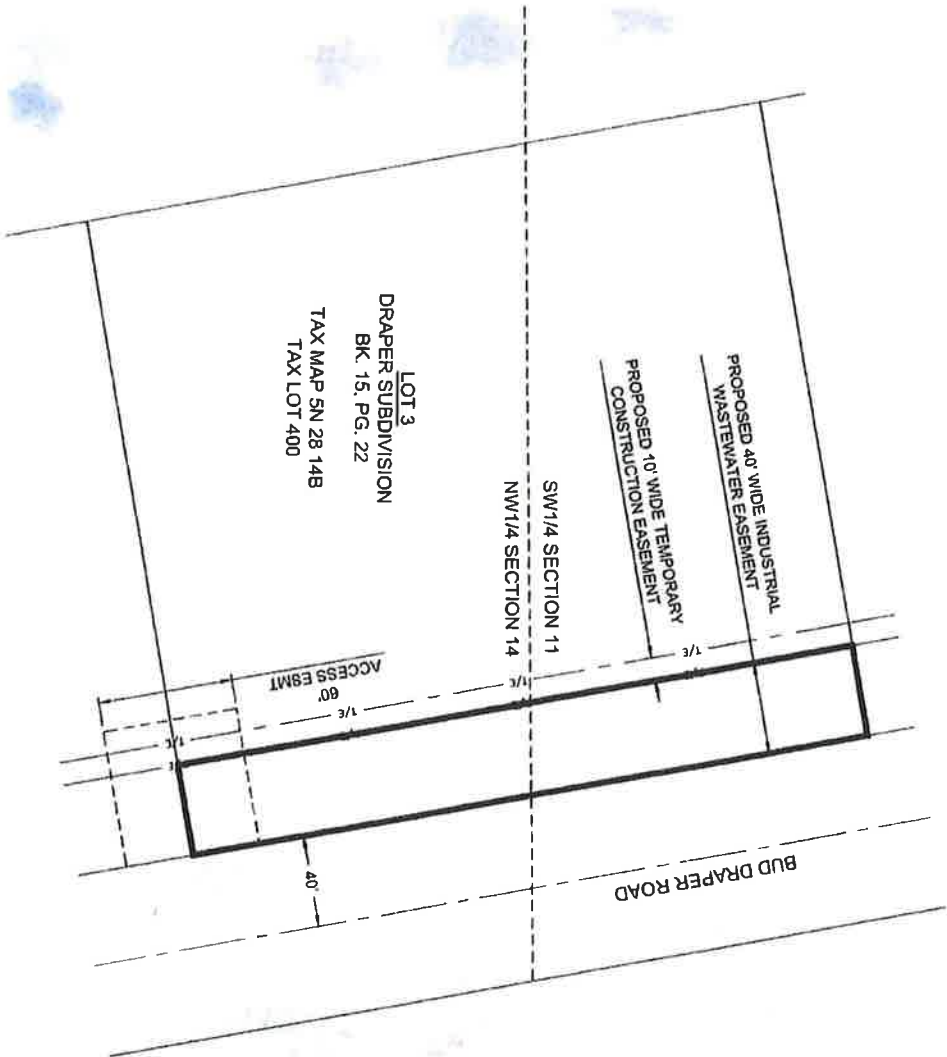
**TOGETHER WITH** a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



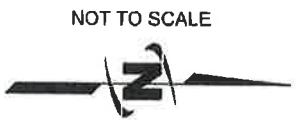
RENEWAL DATE: 6-30-20

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



LOT 3  
DRAPER SUBDIVISION  
BK. 15, PG. 22  
TAX MAP 5N 28 14B  
TAX LOT 400

OCTOBER 18, 2018



NOT TO SCALE

10-18-2018

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Joseph Shea*

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS

RENEWAL DATE: 6-30-20

**EXHIBIT A**

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

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

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

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

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

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

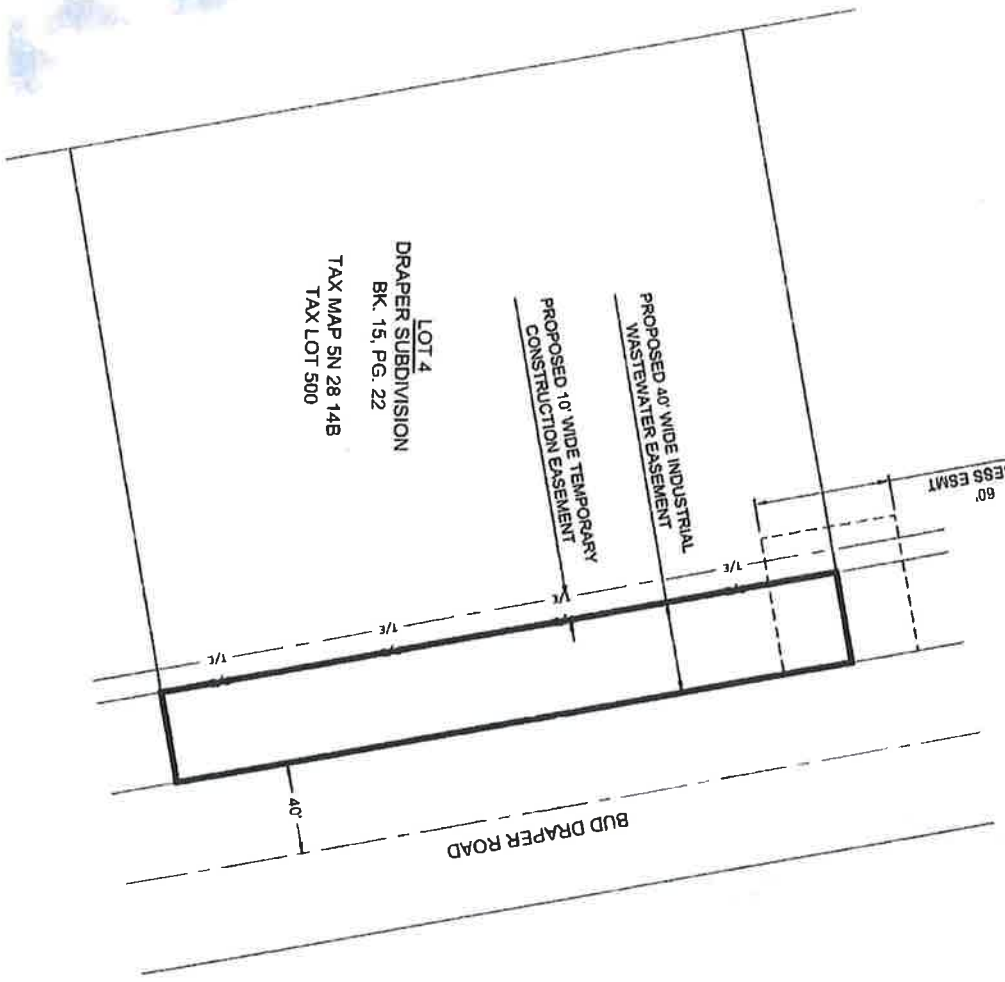
**ALSO TOGETHER WITH AND SUBJECT TO** easements, reservations, covenants and restrictions apparent or of record.



RENEWAL DATE: 6-30-20



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



NOT TO SCALE

OCTOBER 18, 2018

10-18-2018

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Joseph Shea*

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS

RENEWAL DATE: 6-30-20

**EXHIBIT A**

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

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

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

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

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

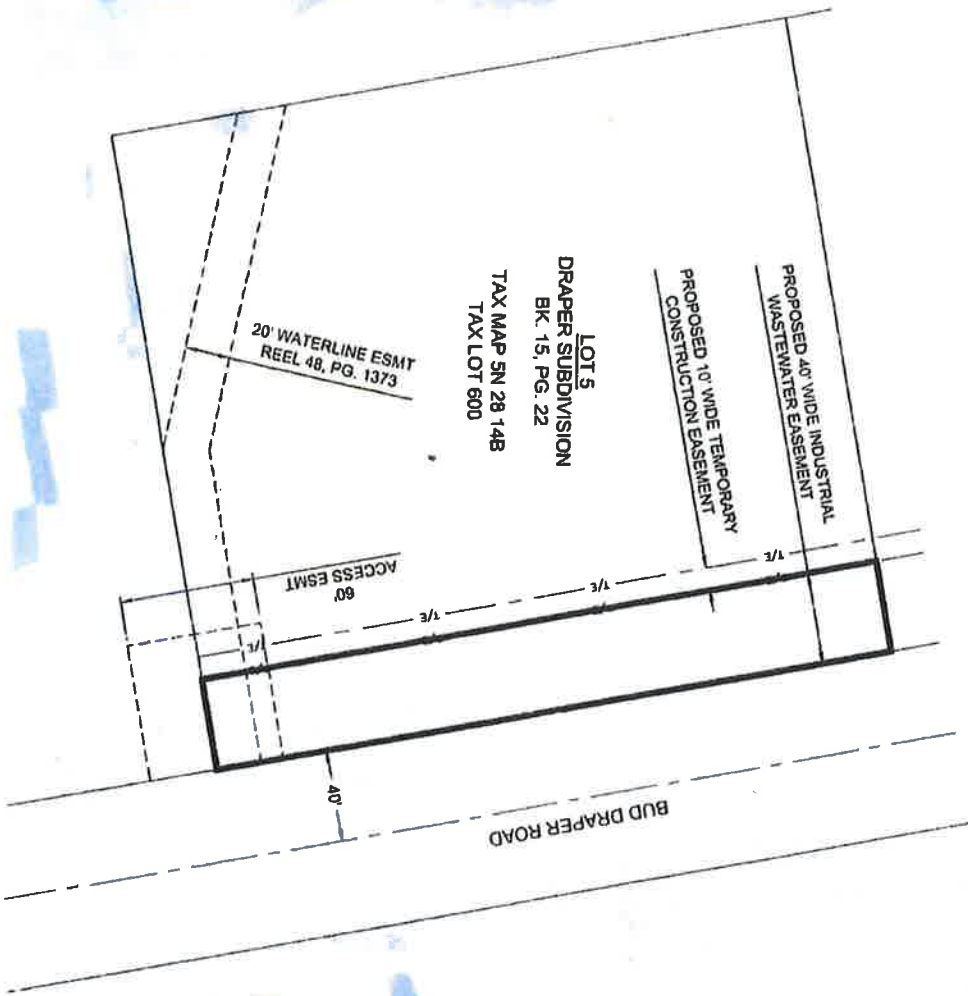
**TOGETHER WITH** a 10.00-foot wide temporary construction easement lying immediately West of and parallel to the above described industrial wastewater easement, said temporary easement to be extinguished upon completion of the project.

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



RENEWAL DATE: 6-30-20

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



NOT TO SCALE



OCTOBER 18, 2018

10-18-2018

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*John Joseph Shea*  
**OREGON**  
JAN 16, 1995

**JOHN JOSEPH SHEA**  
2751LS

RENEWAL DATE: 6-30-20

**EXHIBIT A**

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

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

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

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

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


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

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

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

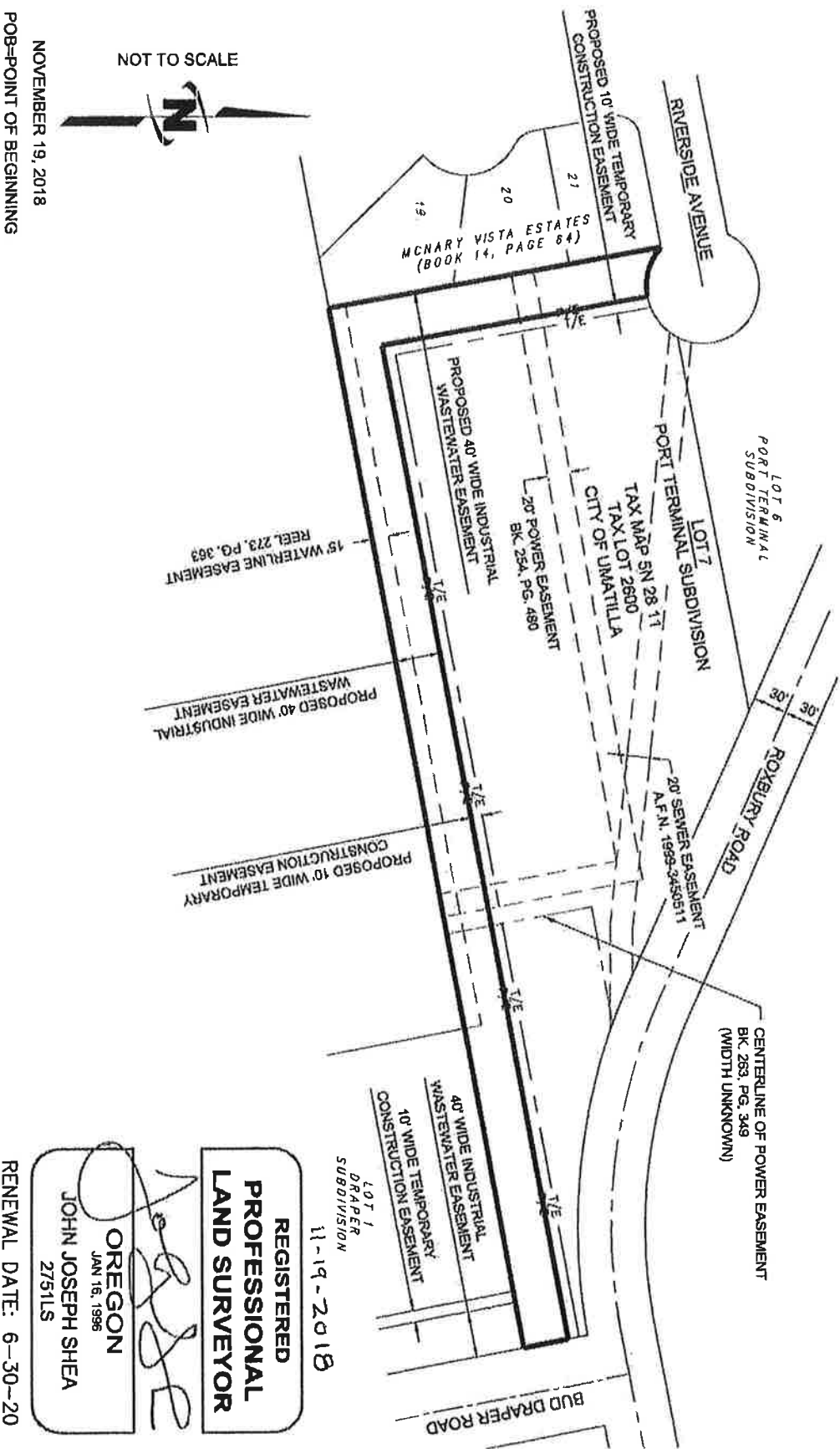
11-19-2018

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

  
**OREGON**  
JAN 16, 1996  
**JOHN JOSEPH SHEA**  
2751LS

RENEWAL DATE: 6-30-20

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



NOVEMBER 19, 2018  
POB=POINT OF BEGINNING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Joseph Shea*

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS

RENEWAL DATE: 6-30-20

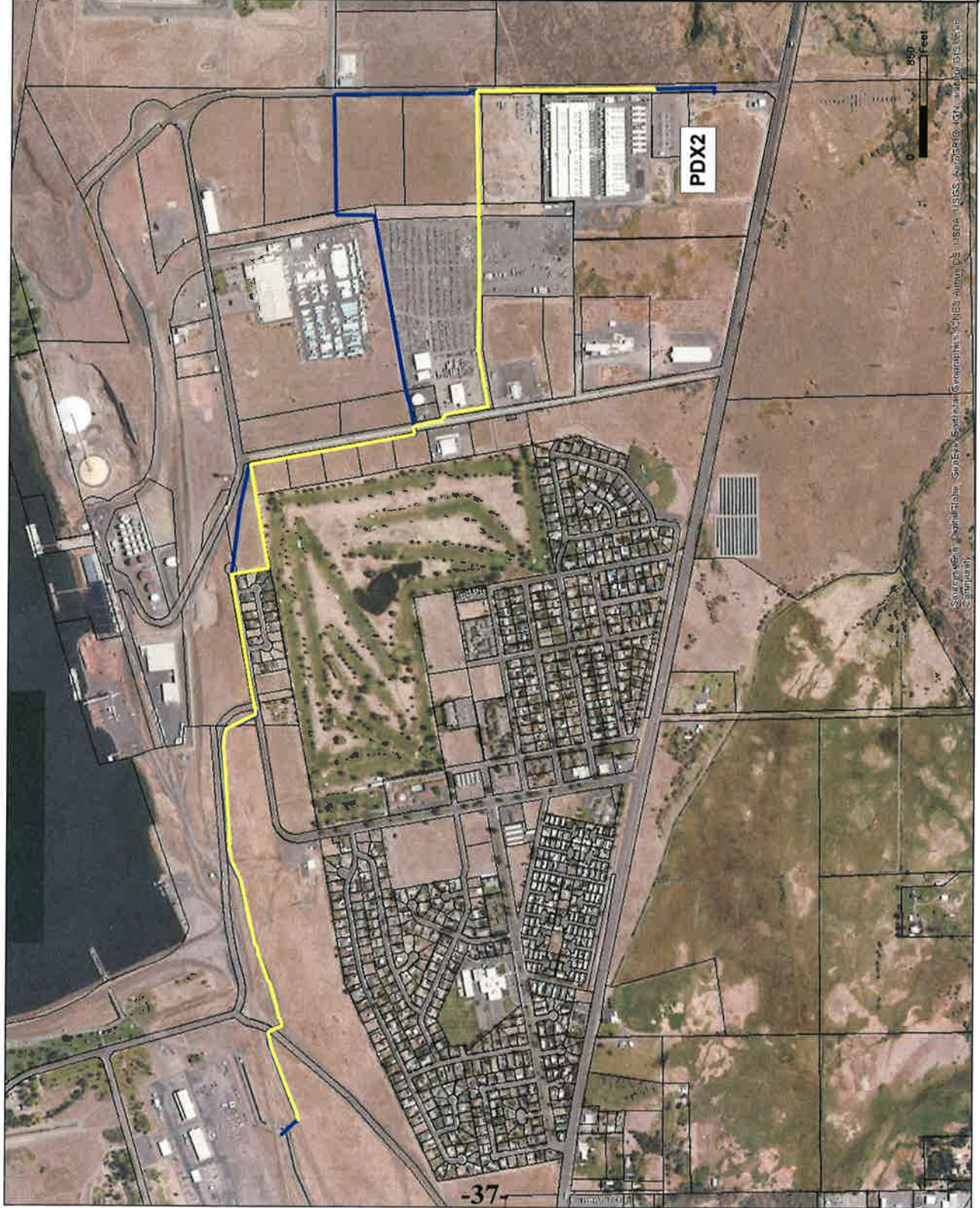
LOT 1  
DRAPER  
SUBDIVISION  
11-19-2018



FIGURE 1  
ALIGNMENTS

LEGEND

- Revised IWW Alignment
- Original IWW Alignment
- Tax Lots



CITY OF UMATILLA, OREGON

**AGENDA BILL**

<u>Agenda Title:</u> West Extension Irrigation District Agreement	<u>Meeting Date:</u> April 16, 2019
--	--

<u>Department:</u> Community Development	<u>Director:</u> Tamra Mabbott	<u>Contact Person:</u> Tamra or Scott	<u>Phone Number:</u> 101
---	-----------------------------------	--	-----------------------------

<u>Cost of Proposal:</u> Legal Fees to prepare Pumping Costs  <u>Amount Budgeted:</u> N/A	<u>Fund(s) Name and Number(s):</u> N/A
--	---

<u>Reviewed by Finance Department:</u> 1	<u>Previously Presented:</u> NO
---	------------------------------------

<u>Attachments to Agenda Packet Item:</u> 1. Draft Resolution 2. Draft Agreement
--

<u>Summary Statement:</u> Agreement with WEID is to accept industrial water from the phase I Industrial Waste Water Canal project. Water will be diverted from Vadata and pumped thru pipeline and into irrigation canal which will then be used for irrigation by WEID patrons. Project will divert water from city waste water treatment plant.
--

Agreement is in draft form and will be signed by WEID Board after Bureau of Reclamation agreements are finalized.

Consistent with Council Goals:



**RESOLUTION NO. CC-2019**

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

## INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT

This INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_ day of November, 2018 ("Effective Date") by and between The City of Umatilla, an Oregon municipal corporation (the "City"), and the West Extension Irrigation District (the "District"), an Oregon \_\_\_\_\_, collectively referred to hereinafter as the "parties."

### RECITALS

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

B. The Phase I Canal is operated and maintained by the West Extension Irrigation District, hereinafter referred to as the "District," under a repayment contract with the United States.

C. The District and Reclamation have entered into and operate the Phase I Canal in part under Contract No. 4-07-10-W0983 which expressly allows for water to be pumped into the Phase I Canal over the amount exchanged and that such water is termed as "conjunctive use" water and as such, when flows in the Phase I Canal are adequate, such water can be withdrawn from the Phase I Canal and pumped into the District's conveyance facilities for irrigation use within the District (the "Conjunctive Use Contract").

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

E. The District and the City desire to enter into this Agreement to confirm the parties' respective obligations related to the City's discharge into and subsequent conveyance of treated industrial wastewater ("IWW") within the Phase I Canal and the District's subsequent management of such discharges within the Phase I Canal for subsequent pumping into the District's main canal (the "Main Canal") for further distribution within the District for irrigation purposes.

### AGREEMENT

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

1. **Term.** This Agreement shall become effective as of the Effective Date and shall remain effective so long as the Consent to Use and the Permit remain in effect as issued, as renewed, or as modified

provided that (a) such renewals or modifications do not substantively conflict with the purpose and intent of this Agreement, and (b) the City remains in compliance with such approvals and, during any instances of non-compliance, timely takes all reasonable steps as may be required by Reclamation to reestablish such compliance.

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

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

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

c. The cost to pump each acre-foot of the reported Annual Acre-feet Amount shall be determined by Reclamation, which determination will be based in part on power assessments charged against Reclamation by the Bonneville Power Administration. Once the District receives from Reclamation the annual pumping costs associated with the pumping of IWW from the Phase I Canal to the Main Canal, it shall forward such assessment to the City for reimbursement (the "Reimbursement Assessment"). On the occasion that the City's volume of IWW discharges to the Phase I Canal increases to a level that would, in the sole opinion of the District, allow the District to market and sell the reuse of IWW for irrigation purposes, and the City agrees to such an arrangement, any such arrangement may be accounted for in the administration of the Reimbursement Assessment.

d. To the extent the City owes the District a payment per any Reimbursement Assessment issued, the City agrees to pay the Reimbursement Assessment within 30 days of receipt. To the extent that, as a result of the District's sale of IWW water to District patrons, the City is owed a payment in excess of the Reimbursement Assessment, the District shall pay the difference as an amount due and owing to the City.

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

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

b. Reliability of the District's irrigation water conveyance and distribution system is of utmost importance to the District and, as a result, the District will use every means possible to secure water for irrigation purposes during the irrigation season. If there is an emergency shutdown of the District's Main Canal, the City's IWW will be released to the Columbia River via the Phase I Canal as authorized under the Permit. Subject to the terms and conditions of the Permit, if there is an emergency shutdown of

the Phase I Canal, the District will notify the City immediately in order that the City may curtail any further discharges of IWW to the Phase I Canal. The District agrees to use its resources to resolve the problem as quickly as possible to minimize downtime of the Phase I Canal.

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

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

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

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

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

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

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

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

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

If to the City, to:

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

With a copy to:

\_\_\_\_\_  
City Attorney  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, OR 97 \_\_\_\_\_

If to the District, to:

West Extension Irrigation District  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, OR 97 \_\_\_\_\_  
Attention: General Manager

With a copy to:

\_\_\_\_\_  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, OR 97 \_\_\_\_\_

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

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

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

**11. Waiver.** Wavier of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement,

unless stated to be such through written approval of the non-breaching party and attachment of such written approval to this Agreement.

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

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

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

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

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

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

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

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

*[Insert Signature Blocks]*



**ORDINANCE NO. 766**

**AN ORDINANCE AMENDING THE CITY OF UMATILLA COMPREHENSIVE PLAN, THE TRANSPORTATION SYSTEM PLAN, THE UMATILLA DEVELOPMENT CODE, THE COMPREHENSIVE PLAN MAP AND ZONING MAP BY THE ADOPTION OF THE I-82/US 730 INTERCHANGE AREA MANAGEMENT PLAN.**

**WHEREAS**, the City of Umatilla and the Oregon Department of Transportation are contemplating improvements to state and local transportation facilities near the Interstate 82/US 730 interchange to address safety, congestion and substandard facility issues, and;

**WHEREAS**, Oregon Administrative Rules (OAR) 734-051-0155(2) and (7) requires ODOT to work with local governments to develop an Interchange Area Management Plan (IAMP) prior to construction of significant modifications to existing interchanges, and the IAMP be consistent with local plans and codes, and;

**WHEREAS**, the I-82/US 730 IAMP describes in detail the improvements, and associated ODOT access control management, ODOT and the City of Umatilla are contemplating, and;

**WHEREAS**, adoption of the I-82/US 730 Interchange Area Management Plan as a refinement to the City of Umatilla Transportation System Plan is necessary prior to construction of the improvements, and;

**WHEREAS**, the I-82/US 730 IAMP is consistent with the Umatilla Comprehensive Plan, and;

**WHEREAS**, the I-82/US 730 IAMP is consistent with all pertinent goals and policies, including Statewide Planning Goals, Oregon Administrative Rule 660 Division 12 Transportation Planning Rule, Oregon Administrative Rules 731-015-0065 Coordination Procedures for Adopting final Facility Plans, Oregon Administrative Rule 734 Division 51 Highway Approaches, Access Control, Spacing Standards and Medians, as established in the Staff Report (Attachment "E"), and;

**WHEREAS**, The Umatilla Planning Commission, after conducting a public hearing on November 17, 2011, approved the I-82/US 730 IAMP forwarding a recommendation to the Umatilla City Council to approve the plan forwarded by the Commission, and;

**WHEREAS**, the Umatilla City Council held a public hearing on the I-82/US 730 IAMP on Tuesday December 6, 2011 to obtain additional public input on the plan.

**THE CITY OF UMATILLA DOES ORDAIN THAT THE FOLLOWING CHANGES WILL BE MADE TO THE CITY OF UMATILLA'S COMPREHENSIVE PLAN, TRANSPORTATION SYSTEM PLAN AND DEVELOPMENT CODE:**

**Section 1.** The I-82/US 730 Interchange Area Management Plan dated September 2011, to the City Council be approved and adopted.

**Section 2.** The establishment of an Interchange Area Management Area on the Comprehensive Plan Map and Zoning Map as identified in Attachment "A" be approved and adopted.

**Section 3.** The establishment of the Gateway Sub-District on the Comprehensive Plan Map and Zoning Map as identified in Attachment "A" be approved and adopted.

**Section 3.** The establishment of the Gateway Sub-District on the Comprehensive Plan Map and Zoning Map as identified in Attachment "A" be approved and adopted.

**Section 4.** The language changes to the Umatilla Development Code in Title 10 Chapter 4C-6, included as Attachment "B", and Chapter 11, included as Attachment "C", and Chapters 8, 13, 14 and Title 11, included as Attachment "D" be approved and adopted.

**Section 5.** The City Council Approves and Adopts the I-82/US 730 Interchange Area Management Plan, the Map and Development Code language changes as noted in the Staff Report on the Interchange Area Management Plan including all attachments of the report.

**PASSED** and **ADOPTED** by the City Council the 6<sup>th</sup> day of December, 2011.

Voting yes, Council Members: Mary Dedrick, Bill Meade, George Fenton,  
Lyle Smith and Steve Johnson.

Voting no, Council Members: \_\_\_\_\_

Absent Council Members: Dick Stokoe

Abstaining Council Members: \_\_\_\_\_

And **SIGNED** by the Mayor the 6<sup>th</sup> day of December, 2011.

  
\_\_\_\_\_  
PAT LAFFERTY, MAYOR

ATTEST:

  
\_\_\_\_\_  
Linda Gettmann, City Recorder



Based on this description, the following function and policy definition was developed for the I-82/US 730 Interchange:

- “The primary transportation function of the I-82/US 730 interchange is to facilitate statewide, inter-urban, and inter-regional travel between I-82, US 730, and US 395. In addition to this primary function, the I-82/US 730 interchange provides east-west inter-regional connectivity across I-82 for the City of Umatilla and surrounding land uses. Beyond these primary functions, the interchange provides an inter-regional connection that supports local, regional, and state business interests.”*

### **IAMP Management Area**

The City of Umatilla is the land use regulatory authority for most of the IMSA; for land that is located outside of the City’s UGB, Umatilla County is the land use regulatory authority. To ensure the continued operation and safety integrity of the interchange, both the City of Umatilla should adopt an IAMP Management Area. Future development and land use actions within the IAMP Management Area will be monitored to ensure that volume-to-capacity ratios do not exceed the adopted Oregon Highway Plan mobility standards at the ramp terminals. This can be accomplished through Development Review guidelines included within the proposed amendments to the City’s Land Use and Development Ordinances as described in the following sections

### **ADOPTION ELEMENTS**

Implementation of the I-82/US 730 IAMP will occur at several levels of government. As required by OAR 734-051, the City of Umatilla and Umatilla County will be required to legislatively amend their Transportation System Plans and Comprehensive Plans to incorporate elements of the I-82/US 730 IAMP. In addition, new ordinances or amendments to existing ordinances, resolutions, and Inter-Governmental Agreements (IGAs) will be required to ensure that the access management, land use management, and coordination elements of the IAMP are achieved. This adoption process will include Planning Commission/City Council hearings at the city level and Planning Commission/County Board of Commissioners hearings at the County level. Following successful adoption at the City and County levels, the I-82/US 730 IAMP will be presented to the Oregon Transportation Commission (OTC) for its review and adoption. This should occur prior to transportation improvements as described in this IAMP being constructed.

To implement the I-82/US 730 IAMP, the following actions shall occur:

1. The City of Umatilla shall adopt the I-82/US 730 IAMP as part of the City of Umatilla Transportation System Plan and Comprehensive Plan. The IAMP, and more specifically the transportation improvements identified in Table 7-1 of Section 7, shall serve as the long range comprehensive management plan for providing the transportation facilities that are specifically addressed in this plan, as well as the Access Management Plan and the planned local street network for the area.
2. Umatilla County shall adopt the I-82/US 730 IAMP as part of the Umatilla County Transportation System Plan and Comprehensive Plan. The IAMP shall serve as the long range comprehensive management plan for providing the transportation facilities that are



- specifically addressed in this plan, as well as the Access Management Plan and the planned local street network for the area.
3. The City of Umatilla shall amend its Comprehensive Plan Map and Zoning Map to include the IAMP Management Area boundary. In addition, the City shall amend the Land Use and Development Ordinance to include development and land use application requirements pertaining to transportation impact analysis, access management, and agency coordination.
  4. Umatilla County shall amend its Comprehensive Plan Map and Zoning Map to include the IAMP Management Area boundary. In addition, the County shall amend the Land Use and Development Ordinance to include development and land use application requirements pertaining to transportation impact analysis, access management, and agency coordination.
  5. ODOT Regional Access Management Engineer will review and approve the access deviations described in the IAMP.
  6. The Oregon Transportation Commission shall amend the Oregon Highway Plan to include the I-82/US 730 IAMP.
  7. The City of Umatilla, Umatilla County, and ODOT shall develop a Memorandum of Understanding (MOU) that specifies how the improvements identified in Table 7-1 of Section 7 will be addressed.

### **TSP Amendments**

The following outline discusses the major Transportation System Plan amendments that will need to occur at the city, county, and state levels to support adoption of the I-82/US 730 IAMP.

#### **City of Umatilla**

- The City shall adopt the I-82/US 730 Interchange Area Management Plan by reference as an element of the City's Transportation System Plan.
- The following interchange policy statement shall be included in the City of Umatilla Transportation System Plan: *"The primary transportation function of the I-82/US 730 interchange is to facilitate statewide, inter-urban, and inter-regional travel between I-82, US 730, and US 395. In addition to this primary function, the I-82/US 730 interchange provides east-west inter-regional connectivity across I-82 for the City of Umatilla and surrounding land uses. Beyond these primary functions, the interchange provides an inter-regional connection that supports local, regional, and state business interests."*
- The IAMP Transportation Improvement Plan, as illustrated in Figure 7-1 and listed in Table 7-1, shall be included in the recommended transportation improvements project list of the Transportation System Plan.



**TABLE 7-1 IAMP TRANSPORTATION IMPROVEMENTS**

	<b>Improvement/Description</b>	<b>Trigger for Improvement</b>	<b>Estimated Cost<sup>1</sup></b>	<b>Potential Funding Source</b>
A	Relocate the POE to the I-82 corridor (see Figure 7-1b and 7-3) and construct a permanent weigh station on US 730 (location to be determined via a separate study) and a temporary truck scale on US 395 (location to be determined via a separate study).	Relocation of POE	\$21M	STIP
B	Construct a new backage road accessed via Eisele Drive to provide access and circulation for properties along the south side of US 730.	Redevelopment of parcels along the south side of US 730.	\$0.7M	PDF
C	Realign Brownell Boulevard to connect to US 730 across from Eisele Drive (exact alignment of Brownell Boulevard to be determined based on future development or City project).	The need to realign Brownell Boulevard will be evaluated in a TIS when 95th-percentile westbound queues (at the existing US 730/Brownell Boulevard intersection) exceed two vehicles and spillover into the I-82 Southbound ramp terminal. Based on a sensitivity analysis of traffic operations, this condition is forecast to occur when the total entering volume at the current intersection exceeds approximately 1,950 vehicles.	\$0.65M	PDF
D	Signalize the I-82 Northbound ramp terminal.	When signal warrants are met.	\$0.3M	STIP PDF
E	Realign Scaplehorn Road to provide a longer perpendicular section.	Redevelopment of parcels along the north side of US 730.	\$0.15M	PDF
F	Signalize the US 730/Eisele Drive/Brownell Road intersection.	When Brownell Boulevard is realigned and when signal warrants are met.	\$0.3M	PDF
G	Extend Scaplehorn Road west to create a frontage road.	Redevelopment of parcels along the north side of US 730.	\$0.2M	PDF
H	Develop a network of local streets that align across from the new Scaplehorn Road intersection.	Redevelopment of parcels along the south side of US 730.	TBD <sup>2</sup>	PDF
I	Construct sidewalks on the north side of US 730 from the Umatilla River bridge to the I-82 Southbound ramp terminal	Redevelopment of parcels along the north side of US 730 and roadway improvement projects along US 730	\$0.4M	STIP City PDF
J	Construct sidewalks on both sides of US 730 from the I-82 Southbound ramp terminal to US 395	Redevelopment of parcels and roadway improvement projects along US 730	\$2.0M	STIP City PDF

<sup>1</sup>Includes preliminary construction and right-of-way cost estimates based on 2010 dollars.

<sup>2</sup>Improvements to be constructed by future development.

STIP – Statewide Transportation Improvement Program (ODOT)

PDF – Private Development Funds (Private Parties)

TIS – Traffic Impact Study

**TABLE 6-2 PRELIMINARY COST ESTIMATES**

Concept	Preliminary Cost Estimate		
	Construction	ROW	Total
3 (original)	\$17,600,000	\$600,000	\$18,200,000
3 (total w/ POE relocation)	\$39,800,000	\$3,500,000	\$43,300,000
3 (short-term)	\$19,100,000	\$600,000	\$19,700,000
3 (POE relocation, long-term)	\$20,700,000	\$2,900,000	\$23,600,000
8b/8c	\$24,000,000	\$2,900,000	\$26,900,000
8d	\$33,600,000	\$2,900,000	\$36,500,000
8e	\$34,600,000	\$2,900,000	\$37,500,000
9	\$18,100,000	\$2,400,000	\$20,500,000
11	\$25,100,000	\$800,000	\$25,900,000
13	\$21,100,000	\$2,200,000	\$23,300,000

Table 6-2 shows that concepts that relocate the POE within the existing interchange area (i.e. Concepts 3 (total) and 8b/c/d/e) are generally anticipated to have the highest costs. Concepts 3 (short-term and original) and 9 are estimated to have the lowest costs. The short-term phase of Concept 3 with the POE relocation is expected to cost slightly more, approximately \$1.5 million, than the original Concept 3 due to additional ramp construction work that would be necessary to allow for the future relocation of the POE. Concepts 8d and 8e cost more than 8b and 8c due to the additional ramps that would be constructed into the POE from I-82. Concept 13's cost is slightly higher than Concepts 3 (short-term and original) and 9, but less than the other concepts.

After reviewing these analyses, the TAC and PAC came to the following conclusions:

- Concept 9 is not desirable given that it eliminates the westbound right-turn from US 730 onto Brownell Boulevard;
- Concept 11 has significant costs and construction challenges compared to its benefits;
- Concepts 8b/c/d/e have significant hurdles in terms of cost and the fact that FHWA will not allow any connection from the POE to US 730, thereby limiting the practicality of these concepts, especially Concepts 8b and 8c;
- Concept 3 does solve the problems this project was originally intended to address; however relocating the POE is also important for potential future economic development in the City; and
- Concept 13 addresses the existing transportation issues, while also helping the City achieve its economic development goals.













R:\0001\048-111\_000001\_141\perry\270204\051212\04\14047\_1.dwg, 4/11/2005 10:26:50 AM, 11/11/2005 10:26:50 AM, 11/11/2005 10:26:50 AM

PRELIMINARY COPY  
 INFORMATION ONLY

-54-

anderson  
 perry  
 & associates, inc.

I-82/US 730 INTERCHANGE AREA  
 MANAGEMENT PLAN  
 CONCEPT 8b

FIGURE  
 6-3

11-2-11













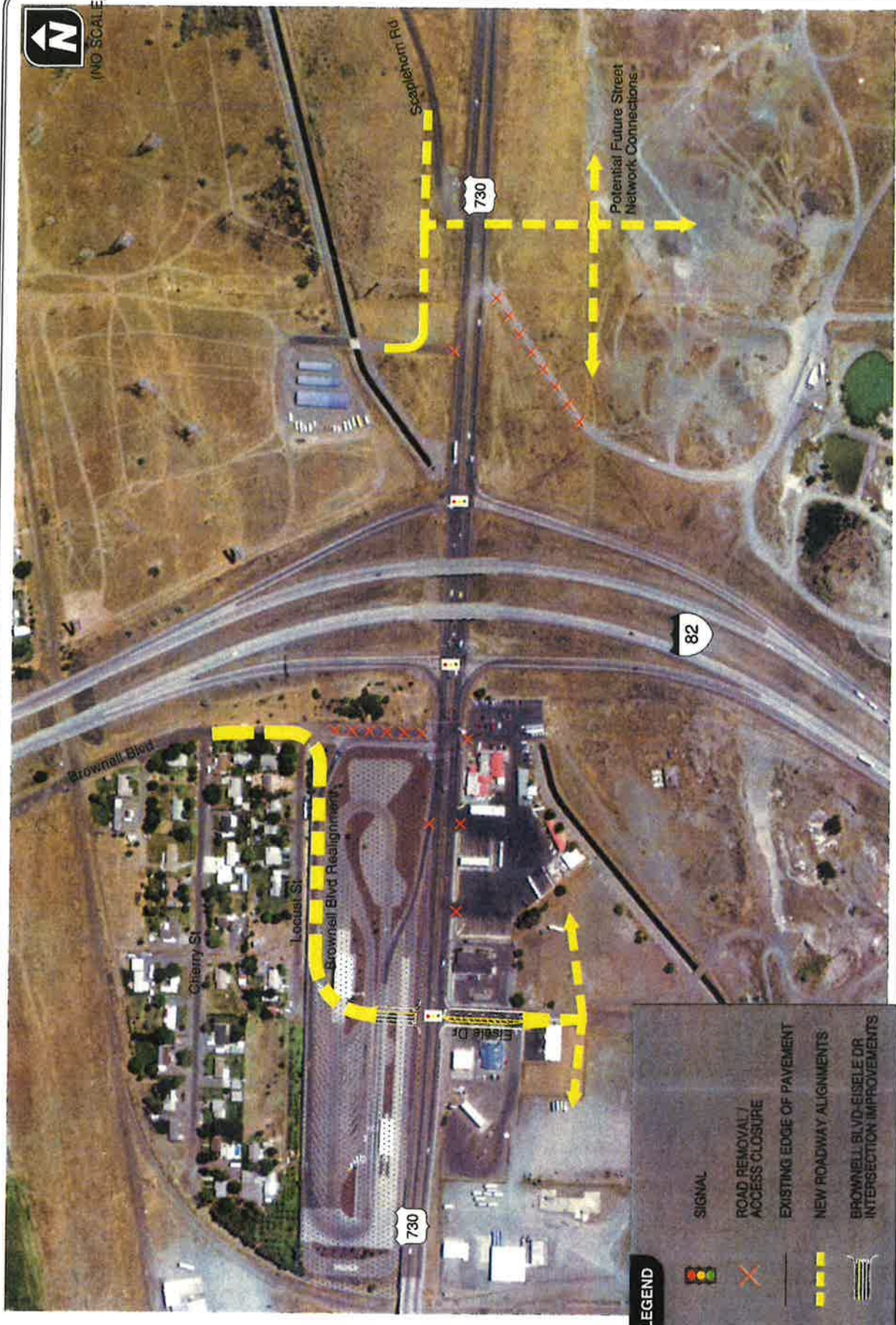










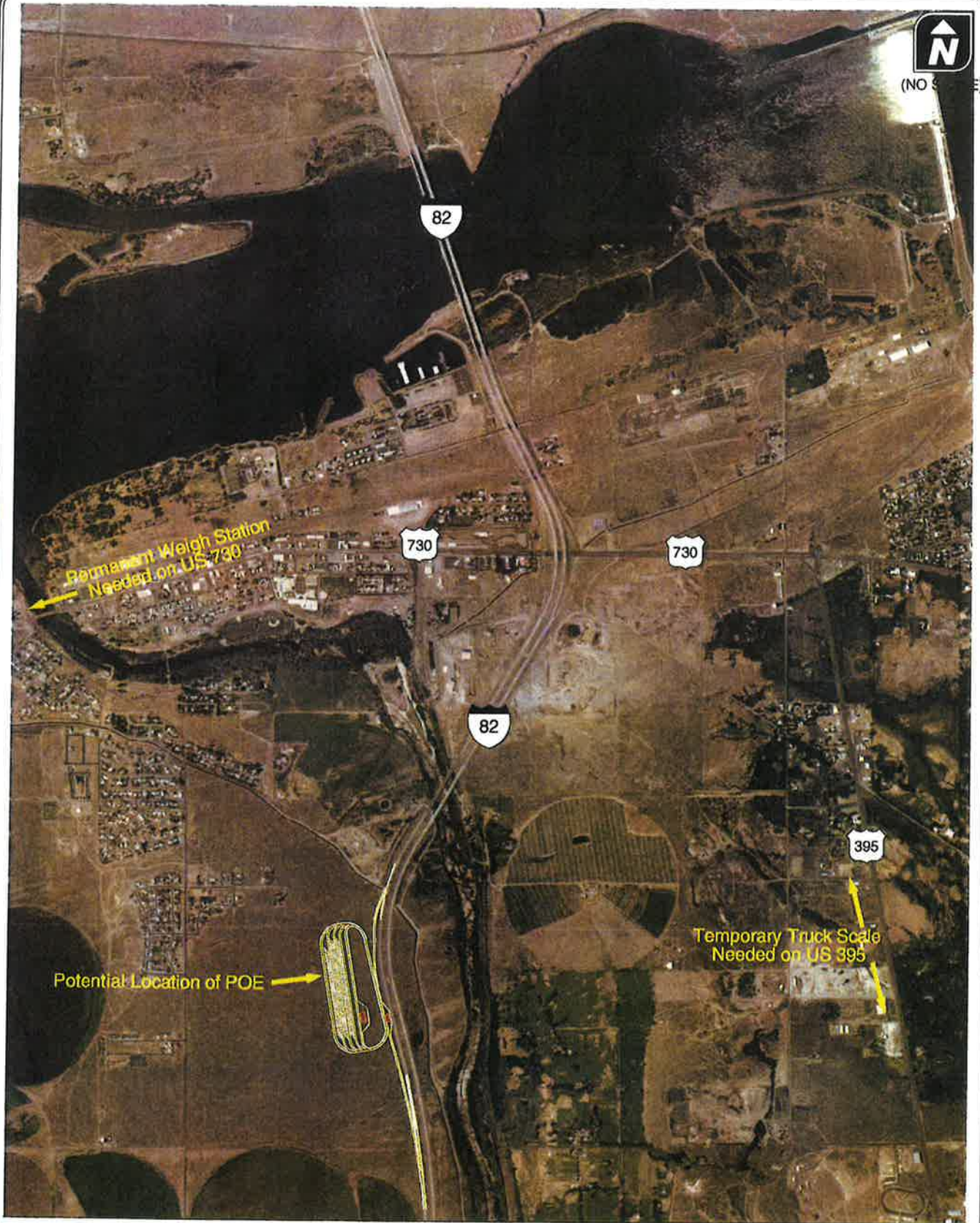


CONCEPT 13  
I-82/US 730 INTERCHANGE AREA  
UMATILLA, OREGON

FIGURE

6-9





H:\profile\10369 - I-82 US 730 IAMP\dwg\figs\IAMP\7-1b.dwg Sep 26, 2011 - 9:49am - nfoster Layout Tab: 6-10

RELOCATED POE AND NECESSARY ACCESSORY WEIGHING FACILITIES  
UMATILLA, OREGON

CONCEPT 13

FIGURE  
6-10

12.3.21