

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
MARCH 16, 2021
6:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **RECESS INTO EXECUTIVE SESSION**

4. **EXECUTIVE SESSION**

- 4.a Potential Litigation - ORS 192.660(2)(h) Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation. *Suggested Action: Discussion Only*
- 4.b Potential Real Estate Transaction - ORS 192.660(2)(e) Authorizes council to deliberate with persons designated by council to negotiate real property transactions, including long-term leases. Does not authorize discussion of general leasing policies. *Suggested Action: Discussion*

5. **RECONVENE**

6. **CONSENT AGENDA**

- 6.a Court Report - January 2021 *Suggested Action: Approve*
- 6.b Court Report - February 2021 *Suggested Action: Approve*
- 6.c Paid Invoices *Suggested Action: Motion to approve.*
- 6.d Resolution No. 42-2021 - A Resolution authorizing the City Manger to sign a utility easement for construction on city owned land *Suggested Action: Staff recommends approval of Resolution No. 42-2021*

7. **NEW BUSINESS**

- 7.a Resolution No. 40-2021 A resolution authorizing the Mayor to sign a master grant agreement with the State of Oregon by and through Oregon Department of Transportation (ODOT) to utilize the Surface Transportation Block Grant (STBG) exchange program *Suggested Action: Motion to approve Resolution No. 40-2021*

The City has historically partnered with ODOT on several street improvement projects that were eligible for the STBG exchange program. In the past, we had to enter into a separate intergovernmental agreement for each project. ODOT is now offering a master grant agreement to streamline the request and distribution of those eligible exchange funds.

- 7.b Resolution No. 41-2021. A Resolution terminating an agreement with David and Treeva Pinnock for Concessionaire Services at the Umatilla Marina and RV Park and authorizing the City Manager to issue the Notice of Termination *Suggested Action: Motion to Approve Resolution 41-2021.*

With the new addition of the Big River Golf Course and with the City continuing to grow and make significant investments into park and public works improvements, having additional staff available throughout the park system and public works will significantly improve the City's ability to maintain and operate each of our facilities, rather than being limited to a single facility.

- 7.c **McNary Area Real Estate Transaction** *Suggested Action: Motion to delegate authority to the City Manager to negotiate the purchase of real property located in the McNary area and authorize him to sign a property line adjustment application.*

Staff recommends authorizing the City Manager to negotiate the purchase of real property located in McNary and to authorize to sign a property line adjustment application. It is estimated that the full information to this purchase will be made public prior to June 30, 2021.

8. **ADJOURN**

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

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Potential Litigation - ORS 192.660(2)(h) Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation.

Meeting Date:

2021-03-16

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

Discussion Only

Consistent with Council Goals:

N/A

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Potential Real Estate Transaction - ORS 192.660(2)(e) Authorizes council to deliberate with persons designated by council to negotiate real property transactions, including long-term leases. Does not authorize discussion of general leasing policies.

Meeting Date:

2021-03-16

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

Cost of Proposal:

74000

Amount Budgeted:

74000

Fund(s) Name and Number(s):

Capital Reserve - 05

Reviewed by Finance Department:

Yes

Previously Presented:

3/2/2021

Attachments to Agenda Packet Item:

Summary Statement:

Discussion

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Court Report - January 2021

Meeting Date:

2021-03-16

Department:

City Administration

Director:

David Stockdale

Contact Person:

Theresa Krogh

Phone Number:

Cost of Proposal:

NA

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

NA

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

[January Court Report - 2021.pdf](#)

Summary Statement:

Approve

Consistent with Council Goals:

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.



Umatilla Municipal Court

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

FEBRUARY 4, 2021

TO: MAYOR MARY DEDRICK
FROM: THERESA M KROGH , MUNICIPAL JUDGE
SUBJECT: JANUARY 2021 MONTH END REPORT

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>		<u>STATE</u>	<u>REFUNDS</u>	
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$ 49,271.50	\$23,420.00	\$ 0.00	\$2,888.51	\$21,507.99	\$1,410.00

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

TURNOVER FOR DECEMBER 2020 IS \$23,420.00

ONE WEDDING WAS PERFORMED IN JANUARY 2021 OUT OF THE COURTROOM.

Theresa M Krogh
Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Court Report - February 2021

Meeting Date:

2021-03-16

Department:

City Administration

Director:

David Stockdale

Contact Person:

Theresa Krogh

Phone Number:

Cost of Proposal:

NA

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

NA

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

[February Court Report 2021.pdf](#)

Summary Statement:

Approve

Consistent with Council Goals:

Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.



Umatilla Municipal Court

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

MARCH 1, 2021

TO: MAYOR MARY DEDRICK
FROM: THERESA M KROGH , MUNICIPAL JUDGE
SUBJECT: FEBRUARY 2021 MONTH END REPORT

TOTAL	POLICE TRAINING COUNTY			STATE	REFUNDS
RECEIPTS	FINES	FUND	ASSESS..	ASSESS.	
\$ 47,513.99	\$22,129.49	\$ 0.00	\$2,655.78	\$21,531.22	\$1,165.00

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

TURNOVER FOR FEBRUARY 2021 IS \$22,129.49

ONE WEDDING WAS PERFORMED IN FEBRUARY 2021 OUT OF THE COURTROOM.

Theresa M Krogh
Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
7							
7	A & M Supply	3040256	Golf Course	02/12/21	301.61	46317	02/23/21
		3040257	Golf Course	02/12/21	61.81	46317	02/23/21
		3040258	Golf Course	02/12/21	27.43	46317	02/23/21
	Total 7:				390.85		
13							
13	A-1 Industrial Hose & Supply	229150	Supplies for Water Depart.	02/11/21	87.03	46318	02/23/21
	Total 13:				87.03		
102							
102	Aramark Uniform Services, Inc.	864811434	Shop Mats and Towels	01/15/21	170.22	46319	02/23/21
		864829655	Police Mats	01/29/21	252.27	46244	02/10/21
		864829656	Shop Mats and Towels	01/29/21	170.22	46319	02/23/21
		864847996	Police Mats	02/12/21	252.27	46319	02/23/21
		864847997	Shop Mats and Towels	02/12/21	187.57	46319	02/23/21
	Total 102:				1,032.55		
114							
114	ARSL	59629	Membership	02/03/21	49.00	46320	02/23/21
	Total 114:				49.00		
148							
148	Banner Bank Mastercard	0715.01.24.2	Lunch Meeting with Community Development	01/24/21	7.34	46245	02/10/21
		0715.01.24.2	Lunch Meeting with Community Development	01/24/21	7.34	46245	02/10/21
		0715.01.24.2	Lunch Meeting with Community Development	01/24/21	7.34	46245	02/10/21
		0715.01.24.2	Lunch Meeting with Community Development	01/24/21	7.33	46245	02/10/21
		2217.01.24.2	TLO Transunion	01/24/21	50.00	46245	02/10/21
		2217.01.24.2	John E. Reid & Associates- Skillman	01/24/21	575.00	46245	02/10/21
		2217.01.24.2	Dues and Fees	01/24/21	21.52	46245	02/10/21
		2970.01.24.2	Recreation Supplies	01/24/21	87.00	46245	02/10/21
		2970.01.24.2	Building Dept. Supplies	01/24/21	182.00	46245	02/10/21
		2970.01.24.2	Recreation Supplies	01/24/21	99.75	46245	02/10/21
		2970.01.24.2	Recreation Supplies	01/24/21	8.03	46245	02/10/21
		2970.01.24.2	Landing Days Domain	01/24/21	125.52	46245	02/10/21
		2970.01.24.2	Landing Days Website	01/24/21	139.68	46245	02/10/21
		2970.01.24.2	Recreation supplies	01/24/21	10.00	46245	02/10/21
		2970.01.24.2	Fee/dues	01/24/21	12.84	46245	02/10/21
		3132.01.24.2	Oregon Health Authority- cross connection annual fee	01/24/21	200.00	46245	02/10/21
		3960.01.24.2	cis conference	01/24/21	16.67	46245	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		3960.01.24.2	cis conference	01/24/21	16.67	46245	02/10/21
		3960.01.24.2	cis conference	01/24/21	16.66	46245	02/10/21
		3960.01.24.2	Direct TV for Golf Course	01/24/21	218.95	46245	02/10/21
		3960.01.24.2	Amazon-first aid kits	01/24/21	17.50	46245	02/10/21
		3960.01.24.2	First Aid Kits	01/24/21	17.50	46245	02/10/21
		3960.01.24.2	First Aid Kits	01/24/21	17.50	46245	02/10/21
		5571.01.24.2	ASFPM 2020 Conference- Training	01/24/21	300.00	46245	02/10/21
		5571.01.24.2	Lunch Meeting with Public Works	01/24/21	35.65	46245	02/10/21
		5919.01.01.2	Golf Course Office Equipment	01/24/21	357.67	46245	02/10/21
		5919.01.01.2	Indeed	01/24/21	127.82	46245	02/10/21
		5919.01.01.2	Golf Course Frito Order	01/24/21	232.84	46245	02/10/21
		5919.01.01.2	Tax Form Supplies	01/24/21	52.68	46245	02/10/21
		6777.01.24.2	Office Supplies-printer ink	01/24/21	85.78	46245	02/10/21
		6777.01.24.2	Office Supplies-printer ink	01/24/21	41.67	46245	02/10/21
		6777.01.24.2	Office Supplies-printer ink	01/24/21	127.96	46245	02/10/21
		6777.01.24.2	ICMA Dues	01/24/21	1,025.00	46245	02/10/21
		8328.01.24.2	chair Cover	01/24/21	16.99	46245	02/10/21
		8328.01.24.2	Adobe Acrobat Pro	01/24/21	14.99	46245	02/10/21
		8328.01.24.2	Building Inspector Headphones	01/24/21	48.00	46245	02/10/21
		8328.01.24.2	Juava Junkies-CPR Training Lunch	01/24/21	28.37	46245	02/10/21
		8328.01.24.2	Java Junkies-CPR Training lunch	01/24/21	28.37	46245	02/10/21
		8328.01.24.2	Java Junkies-CPR Training Lunch	01/24/21	28.37	46245	02/10/21
		8328.01.24.2	Java Junkies-CPR Training Lunch	01/24/21	28.37	46245	02/10/21
		8328.01.24.2	Java Junkies-CPR Training Lunch	01/24/21	28.36	46245	02/10/21
		8328.01.24.2	Java Junkies-CPR Training Lunch	01/24/21	28.36	46245	02/10/21
		8328.01.24.2	Adobe Acrobat Pro	01/24/21	14.99	46245	02/10/21
		8336.01.24.2	Nitrile Gloves	01/24/21	56.38	46245	02/10/21
		8336.01.24.2	Nitrile Gloves	01/24/21	57.98	46245	02/10/21
		8336.01.24.2	Nitrile Gloves	01/24/21	63.98	46245	02/10/21
		8336.01.24.2	computer supplies	01/24/21	52.03	46245	02/10/21
		8336.01.24.2	Dymo Label Printer	01/24/21	91.09	46245	02/10/21
		8336.01.24.2	Ixtapa-Staff Meeting Training	01/24/21	80.15	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	67.03	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	19.99	46245	02/10/21
		8336.01.24.2	Supplies	01/24/21	60.32	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	21.50	46245	02/10/21
		8336.01.24.2	Supplies	01/24/21	11.99	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	53.64	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	51.88	46245	02/10/21
		8336.01.24.2	Gun boxes	01/24/21	72.00	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	13.81	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	14.49	46245	02/10/21
		8336.01.24.2	Uniform	01/24/21	17.45	46245	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8336.01.24.2	credit	01/24/21	37.72-	46245	02/10/21
		8336.01.24.2	supplies	01/24/21	14.95	46245	02/10/21
	Total 148:				5,297.32		
281							
281	Bureau of Labor & Industries	02.01.2021	6TH ST.: L St. Switzler Ave.	02/01/21	250.00	46247	02/10/21
	Total 281:				250.00		
308							
308	CALDERA, JACQUELINE	02.08.2021	Reimbursement for 1099 envelopes	02/08/21	67.96	46248	02/10/21
	Total 308:				67.96		
320							
320	Canon Solutions America, Inc	4035222072	COPIER MAINTENANCE	01/24/21	47.01	46249	02/10/21
		4035261713	COPIER MAINTENANCE	01/29/21	156.83	46323	02/23/21
	Total 320:				203.84		
351							
351	Cascade Natural Gas Corp.	1092.01.26.2	700 6th St.	01/26/21	161.26	46250	02/10/21
		1092.01.26.2	700 6th St.	01/26/21	161.26	46250	02/10/21
		1092.01.26.2	700 6th St.	01/26/21	161.26	46250	02/10/21
		3033.01.26.2	82959 Draper St.	01/26/21	132.13	46250	02/10/21
		7846.01.26.2	830 6th St.	01/26/21	315.23	46250	02/10/21
		7851.01.26.2	822 6TH ST.	01/26/21	143.37	46250	02/10/21
		8476.01.26.2	1205 W. 3RD St.	01/26/21	1,144.12	46250	02/10/21
	Total 351:				2,218.63		
355							
355	Casiday Battery Co.	12506	Battery	01/27/21	329.85	46251	02/10/21
	Total 355:				329.85		
362							
362	Center Point Large Print	1823026	Large Print Books for Library	02/01/21	140.22	46324	02/23/21
	Total 362:				140.22		
367							
367	CenturyLink	678B.01.25.2	Police Dept Phones	01/25/21	92.24	46252	02/10/21
	Total 367:				92.24		
391							
391	CI INFORMATION MANAGMEN	0110889	SHRED SERVICES	12/31/20	97.19	46253	02/10/21
		0112517	Onsite document shred	01/31/21	48.59	46325	02/23/21
		0112518	Onsite document shred	01/31/21	97.19	46325	02/23/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		109503	SHRED SERVICES	11/30/20	47.90	46253	02/10/21
	Total 391:				290.87		
435							
435	Commercial Tire	261461	Snow tire change over	11/02/20	194.38	46255	02/10/21
		262549	flat repair	12/03/20	169.00	46255	02/10/21
		263550	Tires	01/07/21	2,112.13	46255	02/10/21
		263713	New TPMS Sensor	01/12/21	66.95	46255	02/10/21
		263924	dodge durango brake pads	01/19/21	789.34	46255	02/10/21
	Total 435:				3,331.80		
440							
440	Confederated Tribes Umatilla	23430	IWW Project-Cultural Monitoring	02/18/21	245.68	46326	02/23/21
	Total 440:				245.68		
484							
484	Crown Paper & Janitorial	296776	Golf Course Supplies	02/05/21	246.56	46328	02/23/21
	Total 484:				246.56		
488							
488	Crystal Springs	9262940020	Water for Police Department	02/03/21	58.33	46256	02/10/21
	Total 488:				58.33		
536							
536	Dell Marketing L.P.	1046342509	Admin.-licenses	02/10/21	1,639.40	46329	02/23/21
	Total 536:				1,639.40		
540							
540	DEMCO, Inc.	6898400	Bar Code Supplies Library	01/22/21	97.22	46258	02/10/21
	Total 540:				97.22		
550							
550	DEQ - Dept. of Environmental Q	WANAPA120	1200-C Permit Application Wanapa Rd Project	02/23/21	1,223.00	46330	02/23/21
	Total 550:				1,223.00		
596							
596	DOOLEY ENTERPRISES, INC.	59331	PD AMMO	01/12/21	925.99	46259	02/10/21
	Total 596:				925.99		
607							
607	Ducote Consulting	1577	SPWF Application				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Assistance	01/29/21	361.25	46260	02/10/21
		1577	SPWF Application Assistance	01/29/21	361.25	46260	02/10/21
		1580	CDBG Water Grant Admin	01/29/21	983.75	46260	02/10/21
		1582	CDBG Sewer Grant Admin	01/29/21	307.50	46260	02/10/21
		1583	Business Center Grant Assistance	01/29/21	1,192.50	46260	02/10/21
		1583	Business Center Grant Assistance	01/29/21	1,192.50	46260	02/10/21
Total 607:					4,398.75		
609							
609	Duke's Auto Plus	13316	Auto Repairs	12/15/20	40.00	46261	02/10/21
		13407	Auto Repairs	02/02/21	40.00	46334	02/23/21
Total 609:					80.00		
628							
628	East Oregonian	225965	Wanapa Temporary Access Road-Bid Invitation	01/18/21	566.64	46262	02/10/21
		226116	Planning Commission Notice	01/18/21	379.31	46262	02/10/21
Total 628:					945.95		
635							
635	Eastern Oregon Telecom, LLC	10317.02.01.	Golf Course	02/01/21	115.44	46263	02/10/21
		8743.02.01.2	Marina Internet	02/01/21	284.33	46263	02/10/21
		8743.02.01.2	City Hall Internet	02/01/21	144.15	46263	02/10/21
		8743.02.01.2	Shop Internet	02/01/21	310.78	46263	02/10/21
		8743.02.01.2	Shop Internet	02/01/21	380.31	46263	02/10/21
		8743.02.01.2	Library Internet	02/01/21	199.56	46263	02/10/21
		8743.02.01.2	Police Dept. Internet	02/01/21	275.21	46263	02/10/21
		8743.02.01.2	City Hall Internet	02/01/21	48.05	46263	02/10/21
Total 635:					1,757.83		
659							
659	Elmer's Irrigation & Supply	293799	Maint. on Deicer	01/23/21	184.20	46264	02/10/21
Total 659:					184.20		
674							
674	EOTEC	20204THQT	2020 4th Str. Tourism Promotion Assessment	02/01/21	8,006.37	46265	02/10/21
Total 674:					8,006.37		
720							
720	FERGUSON WATERWORKS #3	0938165	Water Dept. Supplies	12/09/20	1,249.92	46335	02/23/21
		0959567	Water Dept. Supplies	02/08/21	3,749.76	46335	02/23/21
		SC49362		02/15/21	72.92	46335	02/23/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 720:					5,072.60		
723							
723	Ferranti-Graybeal Insurance Inc	1408	Flag Football Insurance	01/28/21	956.28	46266	02/10/21
Total 723:					956.28		
817							
817	GG's Smokehouse Catering	COVIDRELIE	Covid-19 Restaurant Assistance Grant	02/20/21	3,000.00	46338	02/23/21
Total 817:					3,000.00		
854							
854	Gordon's Electric Inc.	W14879	Repair Port Well	01/24/21	295.00	46270	02/10/21
		W15029	Replace wiring on Golf Well	02/06/21	3,734.13	46339	02/23/21
Total 854:					4,029.13		
856							
856	Gotcha Covered	137741	Cleaning Services	02/01/21	443.84	46271	02/10/21
		137741	Cleaning Services	02/01/21	383.98	46271	02/10/21
		137741	Cleaning Services	02/01/21	383.98	46271	02/10/21
		137741	Cleaning Services	02/01/21	248.20	46271	02/10/21
Total 856:					1,460.00		
859							
859	Govnment Finance Ofcr Assoc.	NOTICE#213	GFOA Annual Dues	02/20/21	170.00	46340	02/23/21
Total 859:					170.00		
863							
863	GRANICUS	136418	Gov. Meetings Software	02/07/21	9,115.47	46272	02/10/21
Total 863:					9,115.47		
905							
905	H.D. Fowler Company	I5678148	Water Dept Supplies Meters etc	01/14/21	398.06	46274	02/10/21
Total 905:					398.06		
960							
960	Heller & Sons Dist., Inc.	111963	Marina Fuel	02/10/21	8,383.33	46343	02/23/21
		33937	Police Dept Fuel	02/01/21	1,969.45	46343	02/23/21
		33938	Gas for Public Works Vehicles	02/01/21	254.40	46343	02/23/21
		33938	Gas for Public Works Vehicles	02/01/21	415.27	46343	02/23/21
		33938	Gas for Public Works Vehicles	02/01/21	164.61	46343	02/23/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		33938	Gas for Public Works Vehicles	02/01/21	412.78	46343	02/23/21
		62501	Gas for Public Works Vehicles	02/01/21	37.88	46343	02/23/21
		62501	Gas for Public Works Vehicles	02/01/21	61.83	46343	02/23/21
		62501	Gas for Public Works Vehicles	02/01/21	24.51	46343	02/23/21
		62501	Gas for Public Works Vehicles	02/01/21	61.46	46343	02/23/21
Total 960:					11,785.52		
966							
966	Hermiston Auto Parts, Inc.	609865	Water Dept Supplies	02/11/21	19.84	46344	02/23/21
		610255	Lab Supplies	01/21/21	116.95	46276	02/10/21
		610310	clutch	01/22/21	50.35	46344	02/23/21
		610313	Waste Water Supplies	01/22/21	413.93	46344	02/23/21
		610319	Water Dept. Supplies	01/22/21	29.99	46344	02/23/21
		610619	Air Filter	02/01/21	221.04	46344	02/23/21
		610620	Batteries	02/01/21	13.38	46344	02/23/21
		610702	Equipment Supplies	02/03/21	223.30	46344	02/23/21
		610746	Brake Pads	02/04/21	32.21	46344	02/23/21
		610765	Equipment Supplies	02/04/21	166.16	46344	02/23/21
		610870	Parks Supplies	02/08/21	24.98	46344	02/23/21
		610948	starter	02/10/21	77.42	46344	02/23/21
		610962	Oil	02/10/21	15.69	46344	02/23/21
		610966	Core Deposit	02/10/21	19.00-	46344	02/23/21
		611004	Battery	02/11/21	265.98	46344	02/23/21
		611044	Antifreeze	02/12/21	39.72	46344	02/23/21
		611110	Water Dept Supplies	02/15/21	49.54	46344	02/23/21
		850836	Parks Supplies	02/04/21	87.58	46344	02/23/21
Total 966:					1,829.06		
972							
972	HERMISTON GLASS	43503	B Dock Repair-Marina	02/04/21	499.53	46345	02/23/21
Total 972:					499.53		
974							
974	HERMISTON IRRIGATION DIST	ASSESSME	2021 Annual Irrigation Assessment	02/01/21	292.98	46277	02/10/21
		ASSESSME	2021 Annual Irrigation Assesment	02/01/21	1,620.02	46277	02/10/21
Total 974:					1,913.00		
980							
980	Hermiston Quicky Lube	480524	Oil Change	01/13/21	42.95	46278	02/10/21
		480689	Oil Change	01/16/21	61.85	46278	02/10/21
		481257	Oil Change	01/25/21	41.95	46278	02/10/21
		481283	Oil Change	01/25/21	62.85	46278	02/10/21
		481302	Oil Change	01/25/21	42.95	46278	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 980:					252.55		
994							
994	High Performance Signs	24902	New Vehicle decals	02/01/21	922.50	46280	02/10/21
		24902	New Vehicle Decals	02/01/21	922.50	46280	02/10/21
		24902	New Vehicle Decals	02/01/21	922.50	46280	02/10/21
		24902	New Vehicle Decals	02/01/21	922.50	46280	02/10/21
Total 994:					3,690.00		
1012							
1012	Home Depot Credit Services	1044625	Marina Supplies	01/11/21	212.98	46281	02/10/21
		44702	Water Dept. Supplies	01/12/21	70.69	46281	02/10/21
		5044320	Supplies	01/07/21	35.90	46281	02/10/21
		700852	Supplies	01/05/21	67.65	46281	02/10/21
		700852	Supplies	01/05/21	67.64	46281	02/10/21
Total 1012:					454.86		
1050							
1050	IDEXX Distribution Corp.	3077962812	Colilert Testing Supplies	01/21/21	659.55	46282	02/10/21
Total 1050:					659.55		
1060							
1060	Ingram	50966753	Library Books	01/26/21	17.39	46346	02/23/21
		50966754	Library Books	01/26/21	16.79	46346	02/23/21
		50966755	Library Books	01/26/21	16.20	46346	02/23/21
		50966756	Library Books	01/26/21	34.20	46346	02/23/21
		50966757	Library Books	01/26/21	14.99	46346	02/23/21
		50966758	Library Books	01/26/21	161.00	46346	02/23/21
		51296326	Library Books	02/11/21	38.83	46346	02/23/21
Total 1060:					299.40		
1089							
1089	J U B Engineers, Inc.	140395	Umatilla Water Master Plan	02/09/21	19,471.47	46283	02/10/21
		140413	Lind Road Improvements	02/09/21	963.29	46283	02/10/21
		140415	Umatilla-6th Street Improvements: L to Switzler	02/09/21	11,137.68	46283	02/10/21
		140416	Umatilla River West Trail Funding	02/09/21	3,700.50	46283	02/10/21
		140685	On-Call Engineering Services	02/22/21	448.66	46347	02/23/21
		140685	On-Call Engineering Services	02/22/21	448.67	46347	02/23/21
		140694	Wanapa Road and Utilities Extention	02/22/21	38,633.76	46347	02/23/21
		140695	Fishing Shack and Boat Launch Estimates	02/22/21	2,531.20	46347	02/23/21
		140696	Power City-Brownell Water Improvements	02/22/21	4,064.10	46347	02/23/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		140697	Risk and Resilience Assessment	02/22/21	4,821.40	46347	02/23/21
		140698	Kiwanis Falls Concept Phase	02/22/21	2,994.50	46347	02/23/21
Total 1089:					89,215.23		
1112							
1112	Jimmy's Johns Portable Toilets L	13336	Marina & RV Park - 2 Units	02/01/21	195.00	46349	02/23/21
Total 1112:					195.00		
1189							
1189	KIE Supply Corp	2037095	Sprinkler Parts	01/20/21	12.34	46284	02/10/21
		2037288	supplies	01/25/21	3.00	46350	02/23/21
		2037534	supplies for Streets	01/29/21	55.00	46350	02/23/21
		2037557	Water Dept. Supplies	01/29/21	12.48	46350	02/23/21
		2037646	Sprinkler Parts	02/01/21	240.69	46284	02/10/21
		2037665	Sprinkler Parts	02/10/21	99.48	46350	02/23/21
Total 1189:					422.99		
1207							
1207	Kookee LLC	COVIDRELIE	Covid-19 Hospitality and Restaurant Assistance Grant	02/20/21	8,000.00	46351	02/23/21
Total 1207:					8,000.00		
1211							
1211	Krogh, Theresa	JANUARY20	Weddings	02/01/21	50.00	46285	02/10/21
Total 1211:					50.00		
1221							
1221	Kuo Testing Labs, Inc.	21A0192	TRCI Lab Tests	02/26/21	85.10	46353	02/23/21
		21A0198	TRCI Lab Tests	01/26/21	85.10	46353	02/23/21
		21A0249	TRCI Lab Tests	01/28/21	85.10	46353	02/23/21
		21B0010	TRCI Lab Tests TBR	02/03/21	85.10	46353	02/23/21
Total 1221:					340.40		
1250							
1250	League of Oregon Cities	8937	Job Posting-certified police officer	02/01/21	20.00	46286	02/10/21
Total 1250:					20.00		
1561							
1561	Norco Inc.	31265898	Cylinder Rental	01/31/21	44.33	46288	02/10/21
		31265898	Cylinder Rental	01/31/21	44.33	46288	02/10/21
Total 1561:					88.66		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1562							
1562	North Central Labs of Wisc	450015	Sewer Test Supplies	01/29/21	161.15	46357	02/23/21
Total 1562:					161.15		
1580							
1580	NW Farm Supply Inc.	2101034926	Supplies Street Dept-Deicer pump	01/26/21	79.98	46289	02/10/21
		2101036086	Supplies Street Dept	01/29/21	109.50	46289	02/10/21
Total 1580:					189.48		
1636							
1636	Oregon Dept of Revenue	JANUARYAS	State Court Assessments	02/01/21	21,507.99	46290	02/10/21
Total 1636:					21,507.99		
1643							
1643	Oregon Library Association	14121	OLA Conference Registration	02/05/21	50.00	46360	02/23/21
Total 1643:					50.00		
1680							
1680	PACIFIC AERIAL SERVICES, IN	2341	BUCKET TRUCK INSPECTION	02/12/21	310.00	46361	02/23/21
Total 1680:					310.00		
1684							
1684	Pacific Power	0010.01.18.2	820 6th St.	01/18/21	89.52	46291	02/10/21
		0013.01.15.2	Highway 395 & 730 Interti Well	01/15/21	2,303.37	46291	02/10/21
		0021.01.28.2	McNary Industrial	01/28/21	7,676.75	46291	02/10/21
		0028.01.19.2	golf course	01/19/21	261.87	46291	02/10/21
		0039.01.27.2	McFarland Well	01/27/21	1,706.08	46291	02/10/21
		0054.02.01.2	City Pk Rest Room	02/01/21	179.28	46362	02/23/21
		0062.01.15.2	Shop Complex	01/15/21	26.79	46291	02/10/21
		0070.01.15.2	8th & F SE Corner	01/15/21	273.91	46291	02/10/21
		0088.01.15.2	8th & E St SS Park	01/15/21	139.98	46291	02/10/21
		0096.01.25.2	6th & A St.	01/25/21	28.28	46291	02/10/21
		0104.01.28.2	Street Lights	01/28/21	2,748.21	46291	02/10/21
		0112.01.15.2	800 6th St.	01/15/21	252.41	46291	02/10/21
		0112.01.15.2	800 6th St.	01/15/21	49.39	46291	02/10/21
		0112.01.15.2	800 6th St.	01/15/21	252.41	46291	02/10/21
		0112.01.15.2	800 6th St.	01/15/21	252.41	46291	02/10/21
		0120.01.15.2	632 D St. Umatilla OR	01/15/21	718.74	46291	02/10/21
		0146.01.22.2	Bud Draper Dr.	01/22/21	1,573.31	46291	02/10/21
		0153.01.18.2	Water Booster Station	01/18/21	1,277.40	46291	02/10/21
		0161.01.18.2	Port Well	01/18/21	4,133.80	46291	02/10/21
		0179.01.28.2	285 Radar Rd.	01/28/21	813.74	46291	02/10/21
		0187.01.15.2	Div 7 Naches Ave Lift	01/15/21	30.27	46291	02/10/21
		0377.01.26.2	Bath House Marina	01/26/21	871.87	46291	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0385.01.25.2	Fish Cleaning Station	01/25/21	17.94	46291	02/10/21
		0393.01.26.2	West End Comfort Station	01/26/21	37.82	46291	02/10/21
		0419.01.26.2	Quincy Ave. N 2nd @ Marina	01/26/21	425.36	46291	02/10/21
		0427.01.25.2	Marina Indust	01/25/21	1,590.18	46291	02/10/21
		0435.01.26.2	1710 Quincy St.	01/26/21	721.35	46291	02/10/21
		0476.01.26.2	ABT 30322 Highway 730	01/26/21	25.21	46291	02/10/21
		0500.01.15.2	129 Walla Walla St.	01/15/21	262.65	46291	02/10/21
Total 1684:					28,740.30		
1715							
1715	Pea Ridge Embroidery	37180	Hats	02/01/21	768.50	46292	02/10/21
		37181	Employee Swag	02/03/21	50.00	46292	02/10/21
		37181	Employee Allowance	02/03/21	20.05	46292	02/10/21
		37181	Employee Swag	02/03/21	36.44	46292	02/10/21
Total 1715:					874.99		
1757							
1757	Pioneer Title Company	PHOTOGRA	Earnest Money for Photography plus land purchase	02/25/21	1,000.00	46382	02/25/21
Total 1757:					1,000.00		
1763							
1763	Platt	1F78192	Supplies	01/25/21	23.34	46364	02/23/21
Total 1763:					23.34		
1812							
1812	Purswell Pump	31199	Well & Pump Repair	01/25/21	70,791.80	46295	02/10/21
Total 1812:					70,791.80		
1818							
1818	Quill Corporation	13701847	Golf Course Supplies	01/11/21	368.43	46296	02/10/21
		13703646	Golf Course Supplies	02/11/21	29.16	46296	02/10/21
		13706614	Office Supplies	01/11/21	5.27	46296	02/10/21
		13706614	Office Supplies	01/11/21	1.05	46296	02/10/21
		13706614	Office Supplies	01/11/21	2.11	46296	02/10/21
		13706614	Office Supplies	01/11/21	3.16	46296	02/10/21
		13706614	Office Supplies	01/11/21	3.16	46296	02/10/21
		13706614	Office Supplies	01/11/21	2.11	46296	02/10/21
		13706614	Office Supplies	01/11/21	.30	46296	02/10/21
		13746883	Office Supplies	02/12/21	65.03	46296	02/10/21
		13746883	Office Supplies	02/12/21	12.92	46296	02/10/21
		13746883	Office Supplies	02/12/21	26.06	46296	02/10/21
		13746883	Office Supplies	02/12/21	38.98	46296	02/10/21
		13746883	Office Supplies	02/12/21	38.98	46296	02/10/21
		13746883	Office Supplies	02/12/21	26.06	46296	02/10/21
		13746883	Office Supplies	02/12/21	3.81	46296	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		13751323	Golf Course Supplies	01/12/21	16.86	46296	02/10/21
		13924938	Office Supplies	02/19/21	92.02	46296	02/10/21
		13924938	Office Supplies	02/19/21	18.28	46296	02/10/21
		13924938	Office Supplies	02/19/21	36.87	46296	02/10/21
		13924938	Office Supplies	02/19/21	55.15	46296	02/10/21
		13924938	Office Supplies	02/19/21	55.15	46296	02/10/21
		13924938	Office Supplies	02/19/21	36.87	46296	02/10/21
		13924938	Office Supplies	02/19/21	5.40	46296	02/10/21
		13926317	Office Supplies	02/19/21	7.87	46296	02/10/21
		13926317	Office Supplies	02/19/21	1.56	46296	02/10/21
		13926317	Office Supplies	02/19/21	3.15	46296	02/10/21
		13926317	Office Supplies	02/19/21	4.72	46296	02/10/21
		13926317	Office Supplies	02/19/21	4.72	46296	02/10/21
		13926317	Office Supplies	02/19/21	3.15	46296	02/10/21
		13926317	Office Supplies	02/19/21	.46	46296	02/10/21
		13936297	Office Supplies	01/19/21	10.59	46296	02/10/21
		13936297	Office Supplies	01/19/21	2.11	46296	02/10/21
		13936297	Office Supplies	01/19/21	4.24	46296	02/10/21
		13936297	Office Supplies	01/19/21	6.35	46296	02/10/21
		13936297	Office Supplies	01/19/21	6.35	46296	02/10/21
		13936297	Office Supplies	01/19/21	4.24	46296	02/10/21
		13936297	Office Supplies	01/19/21	.63	46296	02/10/21
		14096926	Building Dept. Supplies-Rodriguez' new office	01/25/21	177.22	46366	02/23/21
		14098190	Building Dept. Supplies-Rodriguez' new office	01/25/21	25.55	46366	02/23/21
		14105213	Safety Vest-Rodriguez	01/25/21	14.81	46366	02/23/21
		14178428	Building Dept. Supplies-Rodriguez' new office	01/27/21	17.99	46366	02/23/21
		14255563	Building Dept. Supplies-Rodriguez' new office	02/01/21	161.23	46366	02/23/21
		14434035	Golf Course Supplies	02/05/21	6.99	46366	02/23/21
		14434296	Golf Course Supplies	02/05/21	307.03	46366	02/23/21
		14436950	Golf Course Supplies	02/05/21	14.99	46366	02/23/21
		Total 1818:			1,729.14		
1827							
1827	Rae's Dayz Diner & Cakery, LLC	COVIDRELIE	Covid-19 Hospitality and Restaurant Assistance Grant	02/20/21	8,000.00	46367	02/23/21
					8,000.00		
1912							
1912	Ross Machine & Steel Sales, Inc	I58135	Plexi Glass for City Hall	01/26/21	82.30	46299	02/10/21
					82.30		
1938							
1938	Sanco Inc.	10633	Purefloc 22C9 Polymer	01/13/21	1,035.00	46300	02/10/21
					1,035.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1943							
1943	Sanitary Disposal, Inc.	JAN2021	Refuse Collection	01/31/21	56,738.71	46301	02/10/21
Total 1943:					56,738.71		
1977							
1977	Seder Architecture + Urban Des,	17	Umatilla Business Center	02/18/21	4,025.87	46370	02/23/21
		17	Umatilla Business Center	02/18/21	4,025.86	46370	02/23/21
Total 1977:					8,051.73		
2059							
2059	Smitty's Ace Hardware	644598	Supplies	01/25/21	24.99	46371	02/23/21
		644655	Supplies	01/26/21	11.98	46371	02/23/21
		644696	Clothing Allowance-Harrington	01/26/21	32.49	46371	02/23/21
		644696	Clothing Allowance-Harrington	01/26/21	6.50	46371	02/23/21
		644696	Clothing Allowance-Harrington	01/26/21	6.50	46371	02/23/21
		644696	Clothing Allowance-Harrington	01/26/21	19.49	46371	02/23/21
		645454	Golf Course	02/09/21	48.74	46371	02/23/21
Total 2059:					150.69		
2076							
2076	Specks Printing	8286	Municipal Court Envelopes	01/26/21	189.00	46302	02/10/21
		8294	Police dept business cards	02/03/21	124.90	46302	02/10/21
		8298	Printed Forms and Supplies	02/09/21	139.23	46372	02/23/21
		8298	Printed Forms and Supplies	02/09/21	27.85	46372	02/23/21
		8298	Printed Forms and Supplies	02/09/21	55.69	46372	02/23/21
		8298	Printed Forms and Supplies	02/09/21	7.96	46372	02/23/21
		8298	Printed Forms and Supplies	02/09/21	83.54	46372	02/23/21
		8298	Printed Forms and Supplies	02/09/21	83.53	46372	02/23/21
Total 2076:					711.70		
2148							
2148	Talos Engineering, Inc.	1671	Water Dept. Research for Upgrading Scada System	01/26/21	73.75	46305	02/10/21
		1672	Water Dept. Intertie Well	01/26/21	3,068.98	46305	02/10/21
		1673	Waste Water-Amazon Lift, Trojan UV	01/26/21	2,054.35	46305	02/10/21
		1673	Water Dept-Port Well	01/26/21	806.00	46305	02/10/21
Total 2148:					6,003.08		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2217							
2217	Tonkon Torp, LLP	1619177	Construction Contract Dispute	02/16/21	301.50	46373	02/23/21
		1619178	CDBG Water Project Legal	02/16/21	1,680.00	46373	02/23/21
Total 2217:					1,981.50		
2227							
2227	Traffic Safety Supply Co.	INV034295	Road Marker	01/11/21	592.10	46306	02/10/21
Total 2227:					592.10		
2240							
2240	Tri-City Herald	4848777	Invitation to Bid-Switzler	01/10/21	390.55	46374	02/23/21
Total 2240:					390.55		
2264							
2264	Umatilla Chamber of Commerce	20204THQT	4th Qtr. 2020 Motel Tax Payment	02/01/21	4,578.27	46307	02/10/21
		20204THQT	4th Qtr. 2020 Contribution	02/01/21	5,250.00	46307	02/10/21
Total 2264:					9,828.27		
2268							
2268	Umatilla County Attn: Finance	JANUARYAS	County Court Assessments	02/01/21	2,888.51	46308	02/10/21
Total 2268:					2,888.51		
2273							
2273	Umatilla County Finance Dept	JAN2021	County Court Assessment	01/31/21	2,888.51	46309	Multiple
		JAN2021	County Court Assessment	01/31/21	2,888.51-		
Total 2273:					.00		
2281							
2281	Umatilla Elect. Coop. Assoc.	4907.02.01.2	Lights for Waterfall	02/01/21	36.23	46375	02/23/21
		6190.02.01.2	60 HP Sewer Pump	02/01/21	105.70	46375	02/23/21
		6190.02.01.2	Beach Access	02/01/21	70.00	46375	02/23/21
		7216.02.01.2	5 HP Sewer Pump	02/01/21	45.75	46375	02/23/21
		7216.02.01.2	Street Lights	02/01/21	65.27	46375	02/23/21
Total 2281:					322.95		
2293							
2293	Unifirst Corporation	1430286639	Bldg Maint/Supplies CH/Library	02/12/21	49.13	46311	02/10/21
		1430286639	Bldg Maint/Supplies CH/Library	02/12/21	76.11	46311	02/10/21
		1430286639	Bldg Maint/Supplies CH/Library	02/12/21	76.10	46311	02/10/21
		1430287179	Bldg Maint/Supplies CH/Library	01/22/21	49.13	46377	02/23/21
		1430287179	Bldg Maint/Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2529							
2529	Daily Journal of Commerce	744938397	Wanapa Temporary Access Road	01/15/21	367.84	46257	02/10/21
Total 2529:					367.84		
2557							
2557	Hermiston Ranch & Home	I480196511	Supplies	01/17/21	44.99	46279	02/10/21
		I480196608	Supplies	01/13/21	264.98	46279	02/10/21
Total 2557:					309.97		
2561							
2561	Prestige Worldwide Technologie	1379447	Port Well Clay Valve Repair	01/21/21	3,660.00	46294	02/10/21
Total 2561:					3,660.00		
2638							
2638	Rosales, Pablo	191603JANU	191603 Restitution	02/01/21	20.00	46298	02/10/21
Total 2638:					20.00		
2647							
2647	Pinnock, David Wayne	126	Park Concessionaire Services	02/15/21	6,500.00	46363	02/23/21
Total 2647:					6,500.00		
2688							
2688	Magnum Spike	4616	Spike Strips	02/15/21	376.79	46355	02/23/21
Total 2688:					376.79		
2695							
2695	Umpqua Research Company	T003748	Coliforms	01/21/21	30.00	46310	02/10/21
		T003751	Coliforms	01/21/21	240.00	46310	02/10/21
		T003865	Coliforms	02/11/21	30.00	46376	02/23/21
Total 2695:					300.00		
2723							
2723	T Mobile	8369.01.20.2	Library hotspots	01/20/21	92.73	46303	02/10/21
Total 2723:					92.73		
2754							
2754	GreenPlay LLC	7202	Consulting Master Park Plan	02/10/21	4,987.50	46341	02/23/21
Total 2754:					4,987.50		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2758							
2758	Geophysical Survey, LLC	4035	Utility Locate	02/07/21	350.00	46337	02/23/21
Total 2758:					350.00		
2760							
2760	Java Junkies	COVIDRELIE	Covid-19 Hospitality and Restaurant Assistance Grant	02/20/21	8,000.00	46348	02/23/21
Total 2760:					8,000.00		
2762							
2762	Gunsolley, Graig M.	COVIDRELIE	Covid-19 Hospitality and Restaurant Assistance Grant	02/20/21	8,000.00	46342	02/23/21
Total 2762:					8,000.00		
2763							
2763	Donitas Tacos	COVIDRELIE	COVID Assistance Grant	02/20/21	8,000.00	46331	02/23/21
Total 2763:					8,000.00		
2797							
2797	Quadient Leasing USA, Inc.	N8721488	postage meter lease payment	02/09/21	193.50	46365	02/23/21
		N8721488	postage meter lease payment	02/09/21	193.50	46365	02/23/21
Total 2797:					387.00		
2852							
2852	City of Umatilla	21026002.02	1810 Quincy Ave.	02/01/21	803.36	46254	02/10/21
		22198360.02	dropbox	02/01/21	261.28	46254	02/10/21
		75308092.02	Golf Course Refuse	02/01/21	114.80	46254	02/10/21
Total 2852:					1,179.44		
2853							
2853	Fruteria Piqui	COVIDRELIE	Covid-19 Restaurant Assistance Grant	02/20/21	8,000.00	46336	02/23/21
Total 2853:					8,000.00		
2854							
2854	Lite "em Up BBQ	COVIDRELIE	Covid-19 Restaurant Assistance Grant	02/20/21	8,000.00	46354	02/23/21
Total 2854:					8,000.00		
2892							
2892	First Book Marketplace	700373487	program supplies	02/01/21	16.80	46267	02/10/21
		700385597	Books	02/01/21	21.60	46267	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2892:					38.40		
2924							
2924	Blackstone Publishing	1201906	audio books	01/22/21	30.95	46246	02/10/21
		1202399	audio books	01/21/21	30.95	46246	02/10/21
		1206823	audio books	01/18/21	123.80	46322	02/23/21
Total 2924:					185.70		
2927							
2927	NASRO	14742	NASRO School Safety Conference-Alton Wilson	12/01/20	450.00	46010	Multiple
		14742	NASRO School Safety Conference-Alton Wilson	12/01/20	450.00-		
Total 2927:					.00		
2935							
2935	Rae's Dayz Donuts & Etc.	COVIDRELIE	Covid-19 Restaurant Assistance Grant	02/20/21	8,000.00	46368	02/23/21
Total 2935:					8,000.00		
2936							
2936	Russ's Place	COVIDRELIE	Covid-19 Restaurant Assistance Grant	02/20/21	8,000.00	46369	02/23/21
Total 2936:					8,000.00		
2943							
2943	Novedades Cruz	COVIDRELIE	COVID-19 Restaurant Assistance Grant	02/20/21	8,000.00	46358	02/23/21
Total 2943:					8,000.00		
2945							
2945	Corcuera, Margarito	COVIDRELIE	COVID Assistance Grant 2020	02/20/21	3,000.00	46327	02/23/21
Total 2945:					3,000.00		
2946							
2946	GC Management LLC.	02.08.2021	Golf Course Supply Reimbursements	02/08/21	373.05	46268	02/10/21
		FEBRUARY2	Golf Course Management	02/01/21	19,570.00	46268	02/10/21
		JANUARYCC	Credit Card Fee Reimbursment	02/01/21	219.52	46268	02/10/21
Total 2946:					20,162.57		
2950							
2950	Barking Dog Interpretive Design	15267	Story Walk	02/19/21	3,005.40	46321	02/23/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2950:					3,005.40		
2960							
2960	Pendleton Bottling Co.	1079443	Retail for Golf Course	01/22/21	81.50	46293	02/10/21
Total 2960:					81.50		
2968							
2968	Hiatt, April	POBPOSAL:	Website Design	01/12/21	500.00	46243	02/10/21
Total 2968:					500.00		
2969							
2969	H & N Electric	57693	Water Dept. Coyote Booster	01/26/21	3,229.77	46273	02/10/21
Total 2969:					3,229.77		
2970							
2970	Genesis Graphics Inc.	57159	Program Supplies	02/05/21	173.40	46269	02/10/21
Total 2970:					173.40		
2971							
2971	Talavera Guerrero, Jesus G.	202395TALA	Overpayment- 202395 Jesus G. Talavera Guerrero	02/01/21	50.00	46304	02/10/21
Total 2971:					50.00		
2972							
2972	Zenaido Trucking LLC	202464GAR	Overpayment-202464 Juan Manuel Garcia AL	02/01/21	215.00	46316	02/10/21
Total 2972:					215.00		
2973							
2973	Hahn, Allen J.	202497HAH	Overpayment-202497 Allen J. Hahn	02/01/21	265.00	46275	02/10/21
Total 2973:					265.00		
2974							
2974	Andrunevchyn, Mykola	210045AND	210045-Mykola Andrunevchyn-Paid Wrong Court	02/01/21	440.00	46242	02/10/21
Total 2974:					440.00		
2975							
2975	Maclin, Alfred	210046MAC	210046-Alfred Maclin-Paid Wrong Court	02/01/21	440.00	46287	02/10/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2975:					440.00		
2976							
2976	Rene Menchaca	M20-000004	Down Payment 6th Street Tree Installation	02/01/21	11,552.50	46297	02/10/21
Total 2976:					11,552.50		
2977							
2977	Dr. Fischer	393ORCHAR	Utility Refund-393 Orchard St.	02/01/21	36.20	46333	02/23/21
Total 2977:					36.20		
2978							
2978	Office of the State Treasurer	ARDMD624	MDAC Fee-Golf Course Purchase	02/11/21	800.00	46359	02/23/21
Total 2978:					800.00		
2979							
2979	KRISanthemums	02.7.2021	6th Street hanging baskets	02/17/21	7,000.00	46352	02/23/21
Total 2979:					7,000.00		
2980							
2980	Western Reclamation Inc.	4259	Diverson Structure	02/11/21	392.96	46380	02/23/21
Total 2980:					392.96		
2981							
2981	Doug's Septic Service Inc.	19957	Portable Toilet-Golf Course	01/31/21	225.00	46332	02/23/21
Total 2981:					225.00		
2983							
2983	Foster, Jess	148RIOSEN	Utility Refund	02/23/21	16,884.56	46381	02/23/21
Total 2983:					16,884.56		
Grand Totals:					562,679.78		

Report Criteria:

Detail report type printed

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 42-2021 - A Resolution authorizing the City Manger to sign a utility easement for construction on city owned land	Meeting Date: 2021-03-16
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: None	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: Yes	Previously Presented: 3/2/2021
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Attachments to Agenda Packet Item:

[Resolution 42-2021 \(CentryLink Easement Nugent Park\).docx](#)

[Easement - N.438625.pdf](#)

Summary Statement: Staff recommends approval of Resolution No. 42-2021
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Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
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RESOLUTION NO. 42-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A UTILITY EASEMENT FOR CONSTRUCTION ON CITY OWNED LAND

WHEREAS, the City “City” owns real property commonly known Nugent Park located on Tax Lot 1000 on Assessor Map 5N2817 (TLID #5N28170001000, Account #135764); and

WHEREAS, Qwest Corporation, d/b/a CenturyLink QC, “CenturyLink” has requested an easement to construct, install, inspect, operate, maintain, repair and replace a communication system consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures; and

WHEREAS, CenturyLink has a Franchise Agreement with City and is in good standing with terms of said franchise.

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

1. The City Manager is authorized to sign the Easement Agreement by and between CenturyLink and the City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this 16th day of March, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

After recording please return to:
CenturyLink
PO Box 688
Celina, TX 75009

Prepared by:
Omar Amaral
CenturyLink ROW

RECORDING INFORMATION ABOVE

Grantor: City of Umatilla, Oregon
Grantee: Qwest Corporation, d/b/a CenturyLink QC
Parcel: 5N28170001000

EASEMENT AGREEMENT

The undersigned (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, d/b/a CenturyLink QC**, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) over, under and across the following property located in the County of Umatilla, State of Oregon, which Grantor owns (“Easement Tract”):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

(1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this _____ day of _____, 2021.

GRANTOR:

City of Umatilla, Oregon

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, as _____, of _____, a
_____.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

THE NORTH 10.00 FEET OF THE EAST 65.00 FEET OF THE WEST 170.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF UMATILLA, UMATILLA COUNTY, OREGON.



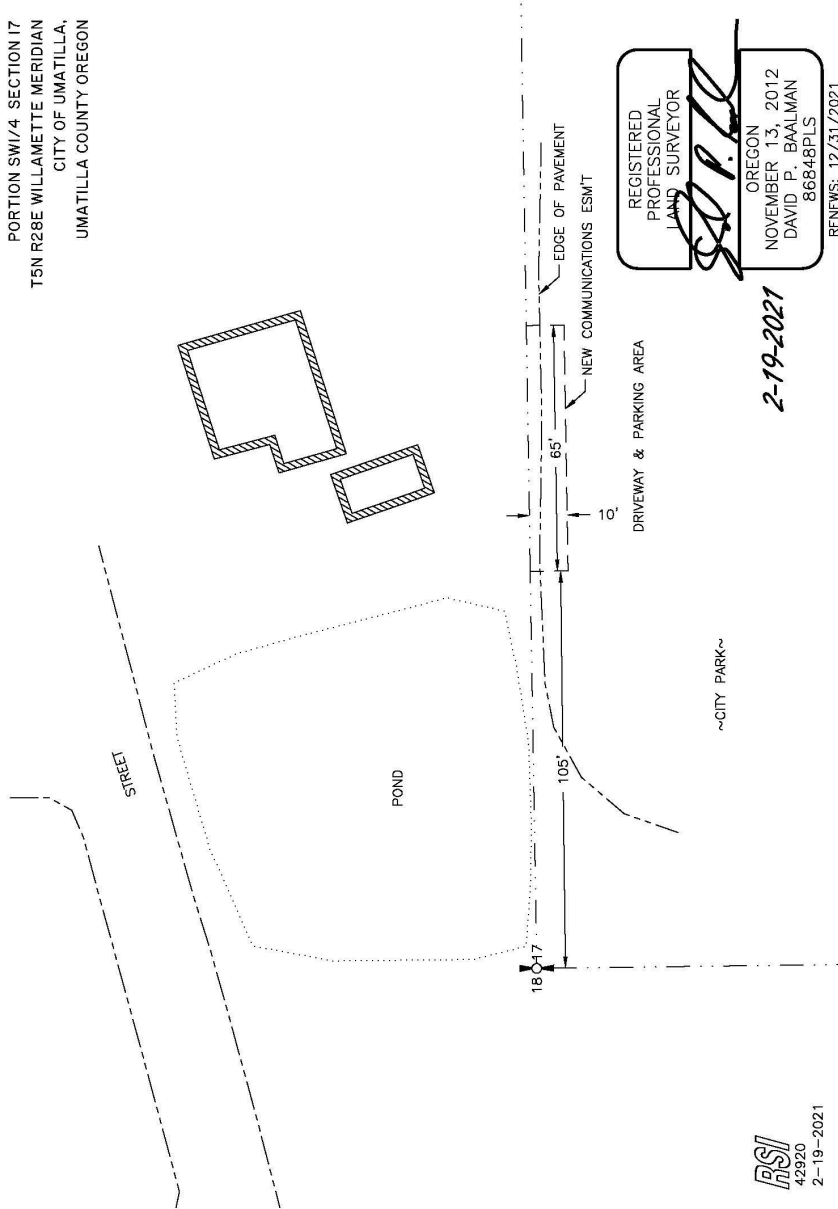
2-19-2021

DPB
2-19-2021
42920

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract

EXHIBIT MAP
COMMUNICATIONS EASEMENT
PORTION SW1/4 SECTION 17
T5N R28E WILLAMETTE MERIDIAN
CITY OF UMATILLA,
UMATILLA COUNTY OREGON



REGISTERED
PROFESSIONAL
LAND SURVEYOR
David P. Baalman
OREGON
NOVEMBER 13, 2012
DAVID P. BAALMAN
868-48PLS
RENEWS: 12/31/2021

2-19-2021

BSI
42920
2-19-2021

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 40-2021 A resolution authorizing the Mayor to sign a master grant agreement with the State of Oregon by and through Oregon Department of Transportation (ODOT) to utilize the Surface Transportation Block Grant (STBG) exchange program	Meeting Date: 2021-03-16
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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): Street - 04
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: N/A
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Attachments to Agenda Packet Item:

[RES 40-2021.doc](#)

[34763_FEX_Umatilla.pdf](#)

Summary Statement: Motion to approve Resolution No. 40-2021 The City has historically partnered with ODOT on several street improvement projects that were eligible for the STBG exchange program. In the past, we had to enter into a separate intergovernmental agreement for each project. ODOT is now offering a master grant agreement to streamline the request and distribution of those eligible exchange funds.

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

RESOLUTION NO. 40-2021

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MASTER GRANT AGREEMENT WITH THE STATE OF OREGON BY AND THROUGH OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO UTILIZE THE SURFACE TRANSPORTATION BLOCK GRANT (STBG) EXCHANGE PROGRAM

WHEREAS, the City of Umatilla has partnered with ODOT on a several street improvement projects that were eligible for the Surface Transportation Block Grant (STBG) Exchange program; and

WHEREAS, the City of Umatilla receives an annual allocation through the STBG program that carries forward if not used; and

WHEREAS, the STBG program allows the City to exchange allocated federal funds for state funds based on the ratio of \$94 ODOT funds for \$100 of Federal funds through December 31, 2021 and on the ratio of \$90 ODOT funds for \$100 of Federal funds thereafter; and

WHEREAS, ODOT is now offering a master grant agreement to streamline the request and distribution of those eligible exchange funds; and

NOW, THEREFORE, the City does hereby enter into a Master Grant Agreement with the State of Oregon, acting by and through its ODOT for the Surface Transportation Block Grant Fund Exchange Program; and authorize the Mayor to execute and sign the agreement documents.

PASSED by the City Council and signed by the Mayor this 16th day of March, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of Umatilla**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

- Exhibit A: **Recipient Requirements**
- Exhibit B: **Subagreement Insurance Requirements**
- Exhibit C: **Direct Deposit/ACH Credit Authorization**
- Exhibit D: **Funding Request Letter template**

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

- 3. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
 - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for a Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs can include the purchase of aggregate or equipment, provided that:
 - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
 - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
 - iii.** Eligible Costs do NOT include:
 - A.** loans or grants to be made to third parties; or
 - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s subrecipient is prohibited from defending the State, or that

Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

- notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

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

Recipient Name, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Melissa Ince
PO Box 130
Umatilla, 97882
541-922-3226
melissa@umatilla-city.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Statewide Investment Management Section
Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:

Shelley Bokor
555 13th Street NE
Salem, OR 97301
503-986-3621
shelley.a.bokor@odot.state.or.us

EXHIBIT A

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

EXHIBIT B

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: NEW ENROLLMENT CHANGE CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

Checking account Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT/Recipient
Agreement No. 34763

AUTHORIZED NAME: _____

TITLE (if company account): _____

AUTHORIZED SIGNATURE: _____

DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or .90** x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 41-2021. A Resolution terminating an agreement with David and Treeva Pinnock for Concessionaire Services at the Umatilla Marina and RV Park and authorizing the City Manager to issue the Notice of Termination	Meeting Date: 2021-03-16
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: Park of an overall estimated increase of \$75,000 systemwide Amount Budgeted: \$110,000 at Umatilla Marina & RV Park	Fund(s) Name and Number(s): General Fund - 01
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Reviewed by Finance Department: Yes	Previously Presented: 02/16/2021
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Attachments to Agenda Packet Item:

[RES_41-2021 Pinnock Contract Termination.docx](#)

Summary Statement: Motion to Approve Resolution 41-2021. With the new addition of the Big River Golf Course and with the City continuing to grow and make significant investments into park and public works improvements, having additional staff available throughout the park system and public works will significantly improve the City's ability to maintain and operate each of our facilities, rather than being limited to a single facility.

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

RESOLUTION NO. 41-2021

A RESOLUTION TERMINATING AN AGREEMENT WITH DAVID AND TREEVA PINNOCK FOR CONCESSIONAIRE SERVICES AT THE UMATILLA MARINA AND RV PARK AND AUTHORIZING THE CITY MANAGER TO ISSUE THE NOTICE OF TERMINATION

WHEREAS, the City and David and Treeva Pinnock entered into a Concessionaire Services Agreement in October 2019 with an effective date of November 1, 2019; and

WHEREAS, the City acquired Big River Golf Course in December 2020; and

WHEREAS, the growth in the City and its facilities, including the addition of Big River Golf Course, trail expansion projects, recent and planned park improvements, and several others, has resulted in an opportunity for the City to update its service operations to include additional staffing that could be utilized throughout the entire park system and City’s public works, rather than being limited to a single facility; and

WHEREAS, Section 5.2 of the Concessionaire Services Agreement states that the “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;” and

WHEREAS, the City Council has determined that it is in the best interest of the City to terminate the Concessionaire Services Agreement with David and Treeva Pinnock for the convenience of the City.

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

1. The City does hereby terminate its agreement with David and Treeva Pinnock for Concessionaire Services at the Umatilla Marina and RV Park and directs and authorizes the City Manager to draft, sign, and issue the Notice of Termination with a contract termination date of June 20, 2021.

PASSED by the City Council and signed by the Mayor this 16th day of March, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: McNary Area Real Estate Transaction	Meeting Date: 2021-03-16
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: 0	Fund(s) Name and Number(s): N/A
Amount Budgeted: 0	

Reviewed by Finance Department: No	Previously Presented: 3/2/2021
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Attachments to Agenda Packet Item:

Summary Statement:

Motion to delegate authority to the City Manager to negotiate the purchase of real property located in the McNary area and authorize him to sign a property line adjustment application.

Staff recommends authorizing the City Manager to negotiate the purchase of real property located in McNary and to authorize to sign a property line adjustment application. It is estimated that the full information to this purchase will be made public prior to June 30, 2021.

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.