

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
FEBRUARY 1, 2022
7:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER'S REPORT**

5.1 Umatilla Police Department Quarterly Report *Suggested Action: No action needed. To see the Police Department's Quarterly Report click [HERE](#).*

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

7. **CONSENT AGENDA**

8. **PUBLIC HEARING**

8.1 [Nobles Street Vacation SV-1-21](#) - The applicant in this matter, Clyde Nobles, seeks approval of a street vacation for an undeveloped 10-foot portion of G Street. *Suggested Action: The Planning Commission held a public hearing on 1/25/22 and unanimously recommended approval of Nobles Street Vacation SV-1-21 to the council. A sample motion is provided below.*

I move to approve Nobles Street Vacation SV-1-21 and adopt the staff report as the Council's findings.

9. **NEW BUSINESS**

9.1 [Resolution No. 18-2022 - A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement with Umatilla County for Dispatch of Emergency and Non-Emergency Communication Services](#) *Suggested Action: The previous intergovernmental agreement with the County for dispatch services expired June 30, 2021. After several negotiations with Sheriff Rowan regarding the cost allocation formula, the City and County have come to a mutually acceptable agreement in which the City will increase its contribution in this fiscal year by \$20,000 to \$123,880.*

9.2 [Resolution No. 19-2022 - A Resolution authorizing the Mayor to sign an amendment to the](#)

existing agreement with the State of Oregon Department of Environmental Quality for a Clean Water State Revolving Fund Loan, Agreement No. R93052. *Suggested Action: The City Council had previously authorized the Mayor to enter into a DEQ Clean Water State Revolving Fund Loan Agreement No. R93052, for a loan of \$2,342,420.00 to be used for the City's Industrial Wastewater Recycling project. In February 2022 the City Council authorized Loan Amendment 1 with an increase to \$2,892,420 to account for project change orders related to additional rock blasting, trench resurfacing, higher quantity needed of native plant seeding and the need for solar power to the outfall structure. The project has now been completed for a final cost of \$2,838,214 and is eligible for \$500,000 in principal forgiveness. The attached Loan Amendment 2 is necessary to close out the project.*

Motion to approve Resolution No. 19-2022

- 9.3 [Motion to direct City Manager Stockdale to negotiate and enter into a Purchase and Sale Agreement to sell real property and direct staff to complete the necessary land use applications and survey work to have the known property line discrepancies corrected.](#) *Suggested Action: Approve motion to direct City Manager Stockdale to negotiate a Purchase and Sale Agreement to sell real property.*

The property is Tax Lot 6300 on Assessors Map 5N2815AD (TLID# 5N2815AD06300). Staff believes a street vacation and replat applications will be required in order to proceed with a potential sale of the property.

- 9.4 [Planning Commission Appointment](#) *Suggested Action: Mayor Dedrick has reviewed the received application to serve on the Umatilla Planning Commission and recommends Devon Mitchell for reappointment.*

10. **PUBLIC COMMENT**

11. **DISCUSSION ITEMS**

- 11.1 [UCSLD Agreement Discussion](#) *Suggested Action: Discussion only*
- 11.2 [Employee Wellness Program Discussion](#) *Suggested Action: Discussion Only*
- 11.3 [Poultry Discussion](#) *Suggested Action: Discussion only. Staff has received multiple requests from residents to reconsider allowing poultry within city limits. Staff has committed to reviewing the city's existing poultry/livestock rules and provide examples of other jurisdictions that allow poultry. General discussion on code examples and thoughts on a potential zoning code amendment to allow poultry within city limits. The city will provide opportunities for public input at upcoming City Council and Planning Commission meetings.*
- 11.4 [Zoning Ordinance Amendment](#) - Staff is proposing several changes to the zoning ordinance including changes to the setbacks for drinking establishments, maximum building height in commercial and industrial zones and several minor administrative amendments. *Suggested Action: Discussion only - Staff would like direction from Council before preparing the final application materials for the upcoming zoning ordinance amendment.*

12. **MAYOR'S MESSAGE**

13. **COUNCIL INFORMATION & DISCUSSION**

14. **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.

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POLICE DEPARTMENT

QUARTERLY REPORT

Second Quarter, Fiscal Year 2021-2022
Quarter Ended December 31, 2021

Greetings,

The end of the second quarter of fiscal year 2021/2022 also marks the end of the calendar year 2021. I will be providing an annual report for 2021 sometime in February that will capture the major events, statistics and department goals for the coming year. While 2021 provided many challenges for the police department, we were still able to remain focused on providing the best service possible to the residents and visitors in the Umatilla community.

During this quarter, we were able to finalize the requirements needed to complete our re-accreditation inspection with positive results. This labor intensive task was, for the most part, completed by our part time office staff and is highlighted in a separate article included in this report. While reading through this quarterly report, if you have any questions or want additional information, please contact me at the police department by phone (541-922-3789) or by email.

Darla Huxel
Chief of Police
Huxel@umatilla-city.org

Umatilla Police Department Activity Summary

Patrol

During the second quarter of FY21/22, calls for service/self-initiated activity decreased to 2213 calls from 2552 during the second quarter of FY21/22.

The average response time during this quarter decreased compared to last years second quarter time. The average time per incident showed a slight increase from last years second quarter time.

	<u>FY 21/22</u>	<u>FY 20/21</u>
Total Dispatched Incidents	2213	2552
Average Response Time	7:27	6:24
Average Time per incident	42:01	48:53

Staff Meetings

During the second quarter of FY 21/22, regular staff meetings and Supervisor meetings were conducted on October 11, November 1 and December 10. The December meeting was held in conjunction with our annual holiday staff event.

Training

During this reporting cycle, the department received approximately 151 hours of training.

Second quarter FY 21/22 training included:

- Cyber Investigations = 16 hours training
- CJIS Security = 4 hours training
- Child Abuse Investigations = 40 hours training
- Use of Force/Search and Seizure Update = 40 hours training
- OPOA Conference/Training = 40 hours training
- OACP Conference/Leadership Training = 11 hours training

Reserve Officers

Our Police Reserve Officer number was down to two, however, both are on a leave of absence. In December, we brought on Reserve Officer Terry Wilson who will begin in house training in February. We were actively recruiting for Reserve Officers to fill vacant positions, have concluded initial interviews and will begin testing and background checks in January. The testing and checks for Reserve Officers are the same used for hiring any full time officer, very extensive and completed by a investigator who is specifically trained in performing background checks for law enforcement officials.

School Resource Officer Activities

- October Events – SRO Wilson participated in the Red Ribbon Week event at the middle school by handing out over 300 anti-bullying/dangerous drug gifts to each student and presented information on anti-bullying/dangerous drug topics. SRO Wilson also did 14 presentations on anti-bullying at the grade school. Traffic enforcement around the schools included 13 crosswalk violation warnings and 2 illegal parking violation warnings at the grade school. Other enforcement actions included issuing citations for MIP Tobacco/Vaping, theft and failing to supervise a minor due to truancy.
- November Events – SRO Wilson did nine presentations at the middle school; seven on the dangers of Alcohol abuse/Narcotics and two for the Forensic class on fingerprinting and its' history. Traffic enforcement around the schools included 16 crosswalk violations warnings and 2 illegal parking warnings at the grade school. Other enforcement actions included citations being issued for MIP Tobacco/Vaping, disorderly conduct (fighting) and assault.
- December Events – SRO Wilson did a presentation at the middle school Forensic class on fingerprinting and its' history. Enforcement actions included citations issued for disorderly conduct/harassment as a result of bullying.

SRO Officer Wilson attends at least one ATM (Administrative Team Meeting) per month or as needed or requested.

Community/School Activities

- October Events – Participated in the Trick or Treat on 6th Street event.
- November Events – Participated in a community cleanup.
- December Events – Participated in the Shop with a Cop event.

Juvenile Activity

During the second quarter of FY 21/22, calls involving juveniles increased from second quarter FY 20/21 from 18 to 22. Cases/incidents involving juveniles include all juvenile complaints/contacts, runaways and minor in possession of alcohol or tobacco. Some of these cases/incidents are referred to our Community Accountability Board which generally will see cases/incidents for first time offenders of violations or misdemeanor classed crimes. There were four referrals to the CAB and two referrals to the Community Truancy Board during the second quarter of FY 21/22.

Sex Crimes/Registrations

- There were a total of three sex crimes and/or sex offender registrations reported this quarter showing a decrease from eight in second quarter FY 20/21.

Traffic Infractions

- During the second quarter of FY 21/22, we conducted 764 self-initiated traffic stops/traffic complaints. As a result, 257 traffic citations were issued, which resulted in a traffic infraction citation being issued approximately 33% of the time. This figure includes both criminal and non-criminal traffic infractions.
- There were no special enforcement operations during this quarter.

Traffic Citations – During the second quarter of FY 21/22, there were 257 traffic citations issued and 507 warnings given compared to 323 citations issued and 732 warnings given in the second quarter of FY 20/21. Offenses that are tracked include:

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

Traffic Crashes – Second quarter of FY 21/22 indicates a increase from second quarter of FY 20/21 from 27 to 37. A large number of these crashes occurred at, or around, the Highway 730/Interstate 82 intersections.

Person Crimes/Incidents - Second Quarter Comparisons.

FY 20/21	FY 21/22
62	66

Property Crimes/Incidents - Second Quarter Comparisons.

FY 20/21	FY 21/22
97	112

Arrests - Second Quarter comparisons.

FY 20/21	FY 21/22
82	80

Other Notable Items of Interest

Office Administrator workload – In addition to the daily dispatching duties, our office personnel completed 97 records requests. We provided 11 requests for fingerprint services to the public for this quarter.

Mental health – Officers continue to have contact with persons who are having mental health issues or are in crisis. Our FY 21/22 number for calls dealing with mental/suicidal subjects have increased from FY 20/21 second quarter from 6 to 10.

Grant award status – none pending.

Summary of Offenses

A review of the offenses from this quarter compared to last second quarter shows an overall increase in activity from 186 to 202.

Property crimes saw an overall increase this quarter compared to FY 20/21 second quarter from 97 to 112. The majority of the increases were in criminal mischief cases (12) and theft cases (8).

Person crimes saw a slight increase this quarter compared to FY 20/21 second quarter from 62 to 66. An unexplainable increase in assaults occurred this quarter compared to this time last year from one to 10.

Snapshot All Offenses Q2 FY21/22		Snapshot All Offenses Q2 FY 20/21	
Offense	Amount	Offense	Amount
Abuse	5	Abuse	9
Assaults	10	Assaults	1
Burglary	6	Burglary	9
Criminal Mischief	22	Criminal Mischief	10
Domestic Disturbance/VRO	35	Domestic Disturbance/VRO	37
Drug Activity	6	Drug Activity	4
DUII	3	DUII	12
Fraud/Forgery	7	Fraud/Forgery	6
Harassment/Stalking	16	Harassment/Stalking	15
Kidnapping	0	Kidnapping	0
Menancing	0	Menancing	0
Robbery	0	Robbery	0
Thefts	28	Thefts	20
Trespassing	29	Trespassing	23
UUMV/UEMV	11	UUMV/UEMV	13
Warrants	24	Warrants	27
Total	202	Total	186
Assists	100	Assists	70

Code Enforcement - Property



In this last quarter, we responded to 61 property calls.

During this quarter, the City sponsored one of our community cleanups on November 13th, which allowed people to bring their items to a dumpster located at the Public Works area for free! Many people took advantage of this opportunity and we hope that you will use these type of events in the future to help keep your property clean and kept.

Also during this quarter, we saw an uptick in graffiti calls. While some may view this as just an expression of artistic ability, the majority of property owners do not feel the same way especially when they face a financial impact for the cost of cleanup. Please report people who are marring property of another with graffiti.

Code Enforcement - Animals



In this last quarter, we responded to 48 animal related calls, the majority of which involved dogs running at large or excessive barking.

In the last quarter, we were called numerous times about stray cats in our community. While the city does not have a specific ordinance to deal with cats, it should be noted that people have a responsibility to ensure that their animals are properly taken care of and do not become nuisances to others.

We will be working with a couple of our local partners who deal with animals in establishing some measures to control the feral cat problem in the near future.

Code Enforcement - Vehicles



In this last quarter, we responded to 72 vehicle calls with the majority involving parking complaints.

With the colder weather and incimate conditions, slow wins the race! While our public work crews do an outstanding job of maintaining our city streets, reduction of speed and attention to conditions have more of an impact on getting to your destination safely.

Illegally parked vehicles and trailers create obsticales that snow plows and sweepers have to manuever around which inhibits the ability for the street to be maintained.

Please slow down especially in our residential areas.

Use of Force Review Committee

At the beginning of 2021, a Use of Force Review Committee was established at the request of Chief Huxel. The role of the committee has been to review the use of force incidents that the police department is involved with on a quarterly basis. This not only provides transparency but will also allow an outside view of the police department policies and practices and how they are applied. The committee is comprised of the Mayor, two City Council members (Police Committee), the City Manager, the police Lieutenant and two citizen volunteers.

In this last quarter, UPD had a total of four use of force incidents for the months of October (0), November (1) and December (3). As a result of the four incidents, a total of eight separate reports were completed. Incident #1 involved one officer, Incident #2 involved two officers who pointed their firearm following a pursuit, Incident #3 involved 3 officers who pointed their firearm following a pursuit and Incident #4 involved two of our officers and one deputy who were taking a subject into custody due to outstanding warrants. This incident also involved a Taser deployment as well as compliance control techniques.

Included in the report to the committee, UPD personnel were involved with a total of 48 hours of training that was "use of force" specific to our supervisors, instructors and field training officers (FTO's).

Just something that we do!

Our officer's encounter difficult, dangerous, heroic and sometimes unusual circumstances on a regular basis. This quarter, Officer Skillman literally saved the life of a resident by performing CPR on a subject who was threatening to take his own life. In December, Sgt. Tovey and Officer Skillman responded to a report of a male subject who had been threatening suicide and was found in an apartment non-responsive. Officer Skillman immediately started to perform CPR to the individual while Sgt. Tovey summoned medical personnel. Due to her life saving efforts, the subject regained consciousness before being transported to the hospital for further medical treatment. The ability of the officers to quickly assess the circumstances and take action is a direct result of training and experience. Officer Skillman is to be recognized for her life saving efforts.

Annual Shop with a Cop event



Shop with a Cop

Our 16th annual Shop with a Cop event was held on December 13th. In collaboration with the Umatilla School District, fourteen middle school students were chosen to participate.

This year, accommodations were made to support some social distancing measures due to COVID-19 concerns. The group was divided into two groups of 7 and were provided transportation to and from Wal-Mart instead of being transported by the officers.

Once the shopping was complete, the students were taken back to the police department where a group of staff and volunteers helped wrap the presents that the students had picked out for their family or friends.

Trick or Treat on 6th Street



Trick or Treat on 6th Street

The annual Trick or Treat on 6th Street event was held on October 29th and marked the 5th time that the police department has participated with our haunted house. Members of the department and volunteers worked for several days to set up the "house" and then participated by attempting to scare the daylights out of those who dared to enter. The reward for making it through the maze of frightful encounters was some delectable candy from the witches calderan.

Re-accreditation Update



Re-accreditation with OAA

The Oregon Accreditation Alliance has been a partner with the Oregon Association of Chief's of Police and the Oregon State Sheriff's Association in setting standards and doing inspections to show compliance with the standards. Each accreditation period is for three years. In April of 2022, our second accreditation period was set to expire. However, in December, we were able to have the OAA review and inspect our standards early which will establish our next accreditation period for three more years. That time will start once we receive formal notification and the compliance report from the OAA.

This process would not have been possible without the tireless, stressful and detailed work that was completed by our part time office person, Krysta Marlow. The big change for this accreditation period is that all of our work had to be completed electronically. That included uploading both the accreditation manual and our policy manual into the system and converting all proofs of compliance into pdf documents and uploading them as well.

UPD Employee Highlight

Officer Cotter Butler has been with the department since September 2019. He is currently assigned as a Patrol Officer.

Officer Butler graduated from Hermiston High School. While working for Two Rivers Correctional Institution, he became interested in policing by applying and being accepted into our Reserve Police Officer department in March 2018 and then transitioned to a full time position in 2019.

Officer Butler was recognized in April, 2021, for rescuing a woman from a house fire while on duty. He is an active Officer with above average numbers in police related categories such as arrests, cases taken and traffic stops.

Officer Butler enjoys the outdoors and the many activities that the wilderness provides. He recently became certified as a scuba diver and is enjoying the wonders of the underwater world.



Umatilla Police Officer's Association Activities

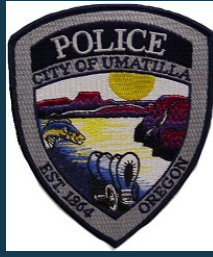
The Umatilla Police Officer's Association continues to be actively involved in events, sponsorships and activities. During this quarter their involvement included:

- Participation in Trick or Treat on 6th Street event
- Participation in our annual family holiday dinner/event

Other activities involved:

- Front loading the Shop with a Cop event due to an issue with the Wal-Mart grant that historically has covered the costs for this event.





POLICE DEPARTMENT QUARTERLY REPORT

www.umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Nobles Street Vacation SV-1-21 - The applicant in this matter, Clyde Nobles, seeks approval of a street vacation for an undeveloped 10-foot portion of G Street.	Meeting Date: 2022-02-01
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Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: NA
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Attachments to Agenda Packet Item:

[SV-1-21 Nobles Report and Recommendation.docx](#)

[SV-1-21 Notice Map.pdf](#)

[Signed Consent to Vacations.pdf](#)

Summary Statement: The Planning Commission held a public hearing on 1/25/22 and unanimously recommended approval of Nobles Street Vacation SV-1-21 to the council. A sample motion is provided below. I move to approve Nobles Street Vacation SV-1-21 and adopt the staff report as the Council's findings.

Consistent with Council Goals: N/A
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City of Umatilla Planning Commission
REPORT AND RECOMMENDATION
for
STREET VACATION SV-1-21

DATE OF HEARING: January 25, 2022

REPORT PREPARED BY: Jacob Foutz, Senior
Planner

I. GENERAL INFORMATION AND FACTS

Applicants: Clyde Nobles
650 Monroe Street
Umatilla, Oregon 97882

Type of Review: Petition for Street Vacation of Public Street

Area Requested for Vacation: Vacate 10 feet of the East side of G street running
South of 8th street.

Adjacent Land Use(s): Surrounding Land Use is DR Downtown Residential
Consisting of Developed and Undeveloped
Residential Lots

**II. NATURE OF REQUEST/APPLICABLE STATE REGULATIONS; COMPREHENSIVE PLAN
AND ZONING ORDINANCE PROVISIONS**

The applicant in this matter, Clyde Nobles, seek approval of a street vacation for an undeveloped 10-foot portion of G Street. Because the City of Umatilla does not have review standards or procedures adopted as part of its municipal code, the City must follow the requirements under ORS chapter 271 for considering a request to vacate a street or public way. To the extent that any Comprehensive Plan policies or provisions apply to the request, such as the street being identified as a necessary component of the transportation system plan, such factors must be considered when deciding whether to approve or deny the request. Under ORS chapter 271, approval or denial of a request for a street vacation is not a land use decision and cannot be appealed as such. However, pursuant to ORS 271.130(4) any property owner affected by a decision approving a vacation may appeal the City's decision to circuit court.

III. Analysis

ORS Chapter 217

ORS Chapter 271 addresses the requirements and procedures for any person seeking to vacate a street and the review standards on which a decision to approve or deny a request must be based. The criteria applicable to this request are shown in underlined text and the responses are shown in standard text. All of the following criteria must be satisfied in order for this request to be approved.

ORS 271.080 Vacation in incorporated cities; petition; consent of property owners.

- (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.
- (2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing.

Findings: The applicant submitted a street vacation request petitioning the City to vacate a 10' portion of G Street. The applicant owns the property on both sides of G street and intends to establish detached single-family dwellings on the east side of G street.

City staff mapped and identified the abutting property and the affected properties as defined by ORS 271.080(2). The applicant submitted valid written consents to vacation forms for 19 of the 28 the property owners within the affected area. The amount of property from the consenting property owners is 1,798,403 sqft, and the total amount of real property affected is 1,855,722 sqft.

Conclusion: The applicant petitioned the City for the proposed street vacation and submitted the written consent of all of the abutting property owners and not less than two-thirds of the affected property owners.

ORS 271.110 Notice of hearing.

- (1) The city recorder or other recording officer of the city shall give notice of the petition and

hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

- (2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.
- (3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor.

Findings: The City's official newspaper for providing public notice is the East Oregonian. The City published a notice of the application for the proposed street vacation in the East Oregonian on January 11, 2022 and January 18, 2022. On January 11, 2022, the City posted a public notice of street vacation signs at each end of the area proposed to be vacated. The initial hearing before the City Planning Commission will be held on January 25, 2022.

The applicant paid a \$300.00 application fee for a proposed street vacation. The City will include a condition of approval to invoice the applicant for the remained of the cost incurred by the City as a result of publishing the required notices.

Conclusion: The City published in the East Oregonian notice of the proposed street vacation once each week for two consecutive weeks prior to the hearing and posted public notice of street vacation signs at each end of the area proposed to be vacated. The City will impose a condition of approval that the applicant must reimburse the City for the difference between the amount paid and the total cost incurred by the City.

ORS 271.120 Hearing; determination

At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

Findings: The required consent of two-thirds of the owners within the affected area and

public notice requirement were addressed and found to be met. In order to complete review of this provision, the City must decide whether the “public interest will be prejudiced by the vacation” if approved, and whether any reservations are necessary to protect the public interest.

Conclusion: Based on the evidence submitted with the application, and staff analysis of the potential effects to adjacent and nearby properties that could result from vacating the section of G Street proposed by the applicants, it does not appear the public interest will be prejudiced by the vacation. To ensure the public’s interest is best served and to avoid potential conflicts as future development of the area occurs, the applicants will be required to submit a survey map, prepared by an Oregon Registered Professional Land Surveyor, showing the vacated area and the location of the existing sewer line with easement language acceptable to the City.

B. City of Umatilla Comprehensive Plan

To the extent that any Comprehensive Plan policies, transportation system plans or other plan provisions apply to the area proposed for vacation, the City must give consideration to those in determining whether the public interest will be prejudiced or whether any reservations are necessary.

Findings: City staff reviewed the pertinent portions of the Comprehensive Plan, most notably Goal 11 (Public Services and Facilities) and Goal 12 (Transportation). The City has an existing sewer line located in G Street. The existing sewer line is included as part of the Comprehensive Plan inventory of the City’s sewer system. If the City approves the proposed street vacation, the sewer line will remain in the portion of ROW that is City owned.

Conclusion: No Comprehensive Plan or implementing provisions of the Plan will be adversely affected by approving the 10’ vacation of G Street.

IV. SUMMARY AND RECOMMENDATION

The applicant, Clyde Nobles, has met the procedural requirements for their request to vacate a 10’ portion of G Street. In addition, the City finds the area proposed to be vacated is not needed by the public.

Therefore, based on the information in Sections I and II of this report, and the applicable State and City regulations, findings of fact and conclusions contained in Section III, the Umatilla City Planning Commission recommends approval of this request, SV-1-21, to vacate a portion of G Street and attached alley subject to the conditions under Section V of this report.

V. CONDITIONS OF APPROVAL

1. The applicant must reimburse the City of Umatilla for all costs in excess of the \$300.00 application fee related to publishing and providing public notice of the proposed street vacation, and for recording the subsequent ordinance with the Umatilla County Records Office.
2. The applicants shall have one year from the date of this approval to complete all subsequent

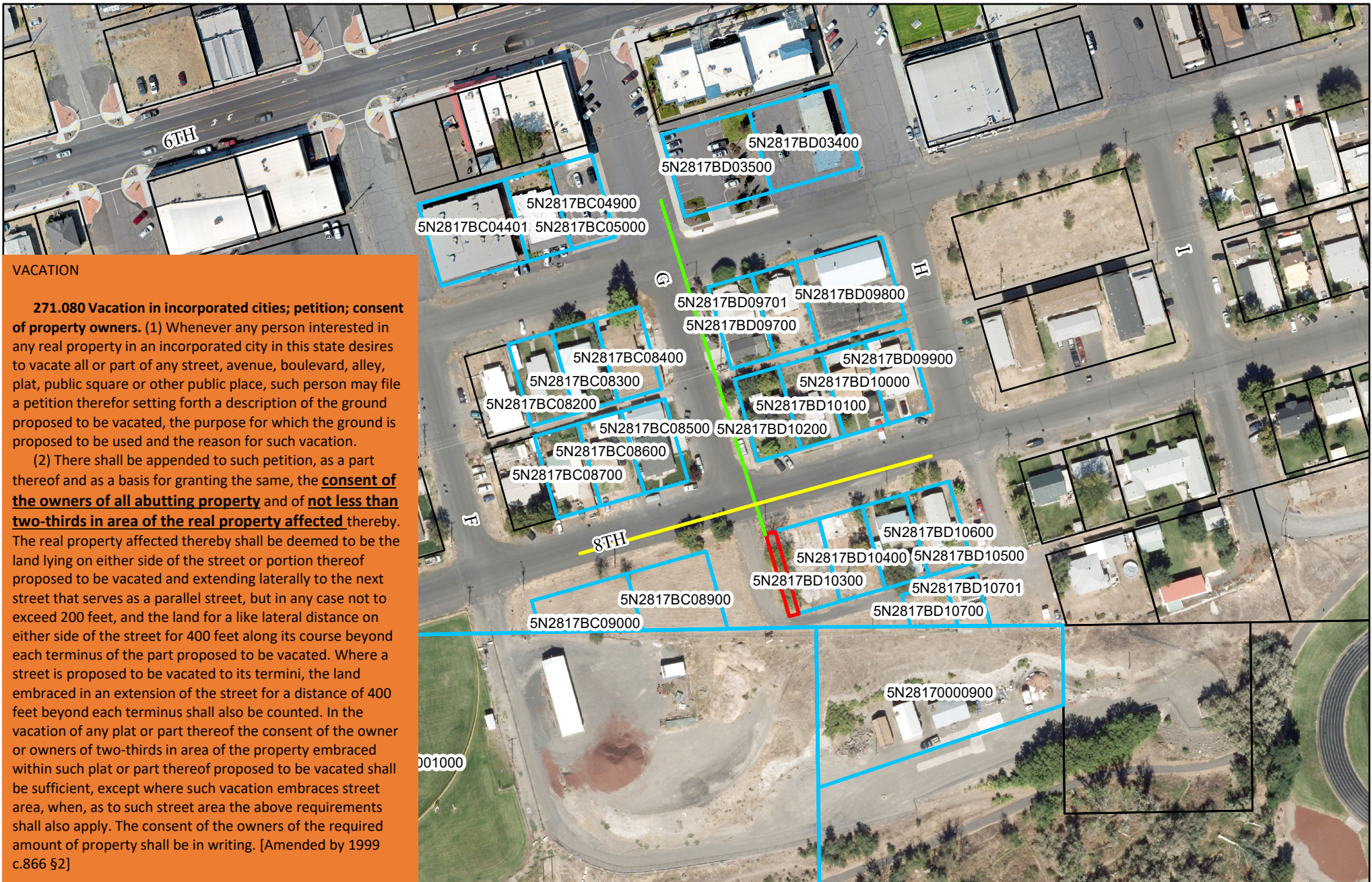
requirements for recording the ordinance adopted by the City Council that is necessary to give legal effect to the street vacation.

3. Failure to comply with all conditions of approval contained in Section V of this report will result in nullification of the approval granted herein.

VI. EXHIBITS

Exhibit A – Map showing area of street proposed to be vacated

Exhibit B – Signed consent to vacation forms.



VACATION

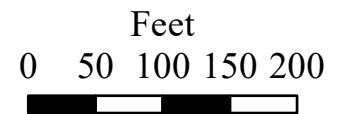
271.080 Vacation in incorporated cities; petition; consent of property owners. (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

(2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the **consent of the owners of all abutting property** and of **not less than two-thirds in area of the real property affected** thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing. [Amended by 1999 c.866 §2]

SV-1-21 NOBLES VACATION

Legend

- 200' lateral distance
- 400' from terminus
- Proposed Street Vacation
- Affected properties
- Tax Lots (9/28/2)



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 12/13/2021

CONSENT TO VACATION
Mike Filarski

I (We), Tuscan Lodge #136 AF&AM, am (are) the owner(s) of real property,
known as (Legal Description) 5N2817BD09800 (Address) 720 7th Umatilla

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 24th day of November, 2021.

Michael J. Filarski
Michael J. Filarski
Secretary
Tuscan L. #136
541 5712593

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

Street Vacation Consent (Rev. 6/7/2000)



CONSENT TO VACATION

I (We), J. Escobar, am (are) the owner(s) of real property known as (Legal Description) 625 7th (Address) 5N2B17BC05000.

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Vanatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Joel Escobar Borjas

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

Street Vacation Consent (Rev. 6/7/2000)



CONSENT TO VACATION

I (We), Keith D Pruff, am (are) the owner(s) of real property known as (Legal Description) 710 7th (Address) 5N2817B009701.

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street running south of 8th street in Vanatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Keith D Pruff

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

Street Vacation Consent (Rev. 6/7/2000)



CONSENT TO VACATION

I (We), M. J., am (are) the owner(s) of real property known as (Legal Description) 714 Gst (Address) 5N2817BC05000.

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Vanatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

MICHAEL DIAZBARRIOS

***Note:** Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Clyde and Betty Nokes, am (are) the owner(s) of real property known as (Legal Description) 5N2817BC09000 (Address) 710 8th Unatilla

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Unatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 9 day of November, 2021

Clyde Nokes of WCY Enterprises LLC

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Connie K. Master son, am (are) the owner(s) of real property known as (Legal Description) 5N2817BC08300 (Address) 620 7th Umatilla affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G Street
running South of 9th Street, in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 15th day of November, 2021.

Connie Master

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Clyde and Betty Nables, am (are) the owner(s) of real property known as (Legal Description) 5N2B17BD10400 (Address) 620 & 630 8th Umatilla

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 9 day of November, 2021

Clyde Nables of LWCY Enterprises LLC

***Note:** Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Skidog LLC Randy Randall, am (are) the owner(s) of real property known as (Legal Description) 5N28178D10200 (Address) 711 8th St. Umatilla

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G Street
running South of 8th Street in Umatilla City.

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 16th day of November, 20 21.

Randy Randall member

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Brenda Montoya, am (are) the owner(s) of real property known as (Legal Description) 611 8th (Address) 5N2B178C08700.

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Brenda Montoya

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Sam Califf, am (are) the owner(s) of real property *
known as (Legal Description) 814 1st (Address) 2 lots see below

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Vanatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Sam Califf the son Alice Bryan is purchaser.

* SN2817BD10600

* SN2817BD10701

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Clyde & Betty Nobles, am (are) the owner(s) of real property known as (Legal Description) SN2817BC08900 (Address) 700 8th Umatilla

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 9 day of November, 2021

Clyde Nobles of LWCY Enterprises LLC

***Note:** Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Bruce Williams, am (are) the owner(s) of real property known as (Legal Description) 5N2817B10600 (Address) 621 3rd Umatilla

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of 5 Street
running South of 3rd Street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 27 day of November, 2021.

* Ann Tevelde sold 621 ^A $\frac{1}{3}$ ^B to Bruce Williams who lives at 300 Monroe St Umatilla as your form shows.

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Clyde and Betty Nobles, am (are) the owner(s) of real property known as (Legal Description) 5N2817SD10300 (Address) 600 & 610 8th Umatilla affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 9 day of November, ~~20~~ 2021

Clyde Nobles - LVCY Enterprises LLC

***Note:** Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Julian Alaniz, am (are) the owner(s) of real property known as (Legal Description) 710 8th (Address) 5N2817BD10100,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.



*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Vanessa Ortega, am (are) the owner(s) of real property known as (Legal Description) 721 8th (Address) 5N28178D10000,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Vanessa Ortega

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Crystal Mendoza, am (are) the owner(s) of real property known as (Legal Description) 731 - 8th (Address) 5N2B17BD09900,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Vanatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.



***Note:** Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Ibalia Viesca, am (are) the owner(s) of real property known as (Legal Description) 701 8^m (Address) 5N2817BD10200,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street running south of 8th street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Ibalia Viesca

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Eleodora Corcuera, am (are) the owner(s) of real property known as (Legal Description) 700 7th (Address) SN 28178D09700,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Umattilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

HEleodora Corcuera

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Banner Bank - Ranti Gamm, am (are) the owner(s) of real property known as (Legal Description) 5N2B17BC04900 (Address) 635 7th Umatilla

affected by the proposed vacation of property described as follows:

vacate 10 feet of the EAST side of G street
RUNNING South of 8th Street in Umatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 9th day of November, 2021.

***Note:** Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CONSENT TO VACATION

I (We), Socorro Estrada, am (are) the owner(s) of real property known as (Legal Description) 631 8^m (Address) 5N2817BC08500,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Unatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of NOV, 2021.

Socorro Estrada

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

Please leave for Kelly Nobles

CONSENT TO VACATION

I (We), Jaime Campos, am (are) the owner(s) of real property known as (Legal Description) 720 8th (Address) _____,

affected by the proposed vacation of property described as follows:

Vacate 10 feet of the East side of G street
running south of 8th street in Vanatilla

I (We) hereby consent to the vacation of the above described property. If the property is not vacated within six (6) months of the date this consent is signed, my consent shall become null and void.

Dated this 6 day of November, 2021.

Jaime Campos R.

*Note: Affected property is the land lying on either side of the street, or portion thereof, proposed to be vacated and extending laterally to the next parallel street (up to 200 feet), and extending for a lateral distance of 400 feet on both sides of the street along its course beyond the part proposed to be vacated.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 18-2022 - A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement with Umatilla County for Dispatch of Emergency and Non-Emergency Communication Services	Meeting Date: 2022-02-01
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: \$123,880.00	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: \$123,880.00	

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

[RES 18-2022.docx](#)

[RES 18-2022 Dispatch IGA 2021-22.docx](#)

Summary Statement: The previous intergovernmental agreement with the County for dispatch services expired June 30, 2021. After several negotiations with Sheriff Rowan regarding the cost allocation formula, the City and County have come to a mutually acceptable agreement in which the City will increase it's contribution in this fiscal year by \$20,000 to \$123,880.
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Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. 18-2022

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH UMATILLA COUNTY FOR DISPATCH OF EMERGENCY AND NON-EMERGENCY COMMUNICATION SERVICES

WHEREAS, it is in the best interest of the citizens of Umatilla to have "911" services available on a 24 hour basis; and

WHEREAS, Umatilla County Sheriff's Office currently operates a 24-hour Dispatch Center located within the Umatilla County Justice Center in Pendleton, Oregon; and

WHEREAS, the City entered into a one-year long Communications Center Intergovernmental Agreement in 2020; and

WHEREAS, a mutually acceptable modified agreement for said services with Umatilla County has been developed.

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

1. The City of Umatilla authorizes Mayor to sign the Intergovernmental Agreement for Dispatch of Emergency and Non-Emergency Communication Services with Umatilla County of the City's behalf.
2. The signature on this agreement shall be ratified to the effective date of July 1, 2021.

APPROVED by the City Council and SIGNED by the Mayor this 1st day of February, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

INTERGOVERNMENTAL AGREEMENT
FOR DISPATCH OF EMERGENCY AND
NON-EMERGENCY COMMUNICATION SERVICES

1.0 DATE

The date of this agreement is July 1, 2021.

2.0 PARTIES

An agreement between Umatilla County ("County") and the City of Umatilla ("City") for dispatch services and emergency communications services.

3.0 RECITALS

Whereas Umatilla County Sheriff's Office currently operates a 24-hour Dispatch Center ("Dispatch Center") located within the Umatilla County Justice Center, 4700 Pioneer Pl, Pendleton, Oregon, and

Whereas ORS 190.010 authorizes the County and the City to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

4.0 PURPOSE

The parties agree to have the County provide the emergency and non-emergency communication dispatch services for the City under the terms and conditions of the agreement.

5.0 TERM

The initial term of this contract will be from July 1, 2021 to June 30, 2022 and may be terminated by either party upon a 365 day written notice to the other party, the Umatilla Police Chief or the Umatilla County Sheriff, as the case may be. This contract will automatically renew for additional on year periods unless terminated as described above.

6.0 COUNTY RESPONSIBILITIES The County will:

A. Answer emergency 9-1-1 calls for the citizens of the city of Umatilla. Emergency calls will be given priority over non-emergency calls.

B. As part of the Dispatch Center, provide dispatch services on a 24-hour basis for Police service and after hours, weekend, and holiday emergency dispatch for City Public Works and Parks Departments.

C. Dispatch in accordance with all applicable laws and regulations and practices of the City as they may be implemented or changed after consultation and consent.

D. Provide written and recorded logging, law enforcement data service and other reasonable services and assistance in connection with the communication services. Enter "Calls for Service" into the CAD/RMS computer system (currently Sun Ridge Systems, Inc.) for Umatilla Police Department.

E. Morrow County will be a hot backup center to provide seamless dispatch services in the event of an emergency.

F. Consult with the Umatilla Police on equipment, computer software, budget, procedures, and operation of the center and ensure no significant changes are implemented without express approval of the majority of entities the County dispatches for.

G. Set up a special fund for dispatch operations entitled Dispatch Reserve Fund, for equipment purchases and maintenance costs and provide a copy of the annual audit of this fund to the city. Any balance in this fund at the end of the fiscal year will be carried over as a beginning balance for the next fiscal year.

H. County shall retain control of its Communication Center personnel and their performance of services under this agreement. All such personnel performing services for the county pursuant to this agreement shall be County employees. County personnel are certified as Telecommunicators and Emergency Medical Dispatchers.

I. County will provide regular updates to City in regards to any complaints of public or private concerns. County will respond to and address complaints in accordance with best practices, collective bargaining agreements, and update City as to the outcomes.

7.0 CITY RESPONSIBILITIES

The City will:

A. Beginning July 1, 2021, City will pay \$123,880 to County, on a quarterly basis of \$30,970. Quarterly Payments will be due as follows: (1) July 31st; (2) October 31st; (3) January 31st; and (4) April 30th. This amount may be adjusted annually if the base amount of cost and/or resources changes. Some anticipated changes could include final personal services expenses arising from contract negotiations with Umatilla County Law Enforcement Association for services after July 2022, legislative and other changes to the Public Employee Retirement System and legislative and other actions affecting the amount of resources.

B. 911 funds collected by the State of Oregon for the City will be deposited to the County by Oregon Emergency Management. These funds are for answering of 911 calls for the City.

C. Consult with County on equipment, computer software, budget, procedures and

operation of the center.

D. City will provide opportunity for patrol staff to view dispatch operations at the center for up to four hours per year.

E. City will respond to and address complaints in accordance with best practices, collective bargaining agreements and update the County as to the outcomes.

8.0 HOLD HARMLESS

To the extent permitted by law, the parties will hold each other harmless and will indemnify the other from any and all causes of action, judgments, claims, damages, or otherwise arising out of its sole and solitary acts under this agreement.

9.0 SUCCESSOR AGREEMENTS

9.1 The parties intend to negotiate a successor agreement that will provide for a continuation of cooperative dispatch services, including equipment and software maintenance and replacement, with the costs of those services to be allocated on a mutually agreed formula.

9.2 In the event another entity desires to become a party to this agreement, within 30 days of the execution of an agreement including the other entity, the amount paid to County by City will be reallocated on a mutually agreed formula.

10.0 DISPOSITION ON TERMINATION

In the event this agreement is terminated or not renewed, the equipment located at the location of a party will be considered the property of that party.

CITY OF UMATILLA

AUTHORIZED by action of the Umatilla City Council on _____, 2021.

Mary Dedrick, Mayor

ATTEST:

City Recorder

UMATILLA COUNTY

George L. Murdock, Commissioner Date _____

John M. Shafer, Commissioner Date _____

Daniel N. Dorran, Commissioner Date _____

ATTEST:

Office of County Records

Records Officer

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 19-2022 - A Resolution authorizing the Mayor to sign an amendment to the existing agreement with the State of Oregon Department of Environmental Quality for a Clean Water State Revolving Fund Loan, Agreement No. R93052.	Meeting Date: 2022-02-01
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: \$2,338,214	Fund(s) Name and Number(s): Sewer - 03
Amount Budgeted: \$2,338,214	

Reviewed by Finance Department: Yes	Previously Presented: 11/03/2017
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Attachments to Agenda Packet Item:

[RES 19-2022.docx](#)

[City of Umatilla R93052 Loan Amendment #2.pdf](#)

Summary Statement: The City Council had previously authorized the Mayor to enter into a DEQ Clean Water State Revolving Fund Loan Agreement No. R93052, for a loan of \$2,342,420.00 to be used for the City's Industrial Wastewater Recycling project. In February 2022 the City Council authorized Loan Amendment 1 with an increase to \$2,892,420 to account for project change orders related to additional rock blasting, trench resurfacing, higher quantity needed of native plant seeding and the need for solar power to the outfall structure. The project has now been completed for a final cost of \$2,838,214 and is eligible for \$500,000 in principal forgiveness. The attached Loan Amendment 2 is necessary to close out the project. Motion to approve Resolution No. 19-2022

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

RESOLUTION NO. 19-2022

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE EXISTING AGREEMENT WITH THE STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A CLEAN WATER STATE REVOLVING FUND LOAN, AGREEMENT NO. R93052.

WHEREAS, the City Council had previously authorized the Mayor to enter into Clean Water State Revolving Fund Loan Agreement No. R93052 with the State of Oregon acting by and through its Department of Environmental Quality, for a loan of \$2,342,420.00 to be used for the city's Industrial Wastewater Recycling project; and

WHEREAS, in February 2020 the City Council authorized R93052 Loan Amendment 1 with an increase to \$2,892,420 to account for project change orders related to additional rock blasting, trench resurfacing, higher quantity needed of native plant seeding and the need for solar power to the outfall structure; and

WHEREAS, the project has been completed for a total project cost of \$2,838,214 and is eligible for \$500,000 of principal forgiveness and the attached Amendment 2 is necessary to close out the project.

NOW THEREFORE, The City of Umatilla Resolves as Follows:

1. That the City Manager of the City of Umatilla is authorized to sign an Amendment 2 to Clean Water State Revolving Fund Loan Agreement No. R93052 on behalf of the City.

Approved by the Council and signed by the Mayor this 1st day of February, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT NO. R93052
AMENDMENT NO. 2
CITY OF UMATILLA**

This Amendment No. 2 (“Amendment”) to Loan Agreement No. R93052 (the “Loan Agreement”) is executed between the STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”) and City of Umatilla (the “Borrower”), effective as of the Effective Date indicated below. Capitalized terms used in this Amendment which are not defined herein have the meanings assigned to them in the Loan Agreement.

The purpose of this Amendment is to reduce the final loan amount to match the total amount disbursed, provide a finalized loan repayment schedule and update the Loan Reserve Requirement and replace Appendix A: Repayment Schedule.

Date of Loan Agreement: December 12, 2017

The parties agree as follows:

1. **EFFECTIVE DATE.** This Amendment is effective on the date that it is fully executed and approved as required by applicable law.
2. **AMENDMENTS TO AGREEMENT.**
 - a. ARTICLE 1(C) is amended and restated as follows:

“(C) LOAN AMOUNT: \$2,838,214”
 - b. The second sentence of ARTICLE 5(C)(1) is amended and restated as follows:

“Until the Final Loan Amount is calculated, the Loan Reserve Requirement is \$50,292.”
 - c. The attached “Appendix A: Repayment Schedule” replaces the current “Appendix A: Repayment Schedule” in its entirety.
3. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **ORIGINAL AGREEMENT.** Except as expressly amended above, the terms and conditions of the Loan Agreement shall remain in full force and effect. The Borrower certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

BORROWER: CITY OF UMATILLA

By: _____

Date: _____

Typed Name: _____

Title: _____

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Date: _____

Jennifer Wigal, Administrator
Water Quality Division

APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
 CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM
 REPAYMENT SCHEDULE

BORROWER:	City of Umatilla	INTEREST RATE:	1.56%
SRF LOAN NO.:	R93052	TERM IN YEARS:	30
LOAN AMOUNT:	\$ 2,838,214	PAYMENT AMOUNT:	\$ 49,598
		ANNUAL FEE:	0.50%

Due Date	Pmt#	Principal	Interest	Fees	Total	Principal Balance
		PF Included of \$500,000				2,338,214
8/1/2022	1	0	90,748	0	90,748	2,338,214
2/1/2023	2	31,360	18,238	11,691	61,289	2,306,854
8/1/2023	3	31,605	17,993	0	49,598	2,275,249
2/1/2024	4	31,851	17,747	11,376	60,974	2,243,398
8/1/2024	5	32,099	17,499	0	49,598	2,211,299
2/1/2025	6	32,350	17,248	11,056	60,654	2,178,949
8/1/2025	7	32,602	16,996	0	49,598	2,146,347
2/1/2026	8	32,856	16,742	10,732	60,330	2,113,491
8/1/2026	9	33,113	16,485	0	49,598	2,080,378
2/1/2027	10	33,371	16,227	10,402	60,000	2,047,007
8/1/2027	11	33,631	15,967	0	49,598	2,013,376
2/1/2028	12	33,894	15,704	10,067	59,665	1,979,482
8/1/2028	13	34,158	15,440	0	49,598	1,945,324
2/1/2029	14	34,424	15,174	9,727	59,325	1,910,900
8/1/2029	15	34,693	14,905	0	49,598	1,876,207
2/1/2030	16	34,964	14,634	9,381	58,979	1,841,243
8/1/2030	17	35,236	14,362	0	49,598	1,806,007
2/1/2031	18	35,511	14,087	9,030	58,628	1,770,496
8/1/2031	19	35,788	13,810	0	49,598	1,734,708
2/1/2032	20	36,067	13,531	8,674	58,272	1,698,641
8/1/2032	21	36,349	13,249	0	49,598	1,662,292
2/1/2033	22	36,632	12,966	8,311	57,909	1,625,660
8/1/2033	23	36,918	12,680	0	49,598	1,588,742
2/1/2034	24	37,206	12,392	7,944	57,542	1,551,536
8/1/2034	25	37,496	12,102	0	49,598	1,514,040
2/1/2035	26	37,788	11,810	7,570	57,168	1,476,252
8/1/2035	27	38,083	11,515	0	49,598	1,438,169
2/1/2036	28	38,380	11,218	7,191	56,789	1,399,789
8/1/2036	29	38,680	10,918	0	49,598	1,361,109
2/1/2037	30	38,981	10,617	6,806	56,404	1,322,128
8/1/2037	31	39,285	10,313	0	49,598	1,282,843
2/1/2038	32	39,592	10,006	6,414	56,012	1,243,251
8/1/2038	33	39,901	9,697	0	49,598	1,203,350
2/1/2039	34	40,212	9,386	6,017	55,615	1,163,138
8/1/2039	35	40,526	9,072	0	49,598	1,122,612
2/1/2040	36	40,842	8,756	5,613	55,211	1,081,770
8/1/2040	37	41,160	8,438	0	49,598	1,040,610
2/1/2041	38	41,481	8,117	5,203	54,801	999,129
8/1/2041	39	41,805	7,793	0	49,598	957,324
2/1/2042	40	42,131	7,467	4,787	54,385	915,193
8/1/2042	41	42,459	7,139	0	49,598	872,734
2/1/2043	42	42,791	6,807	4,364	53,962	829,943
8/1/2043	43	43,124	6,474	0	49,598	786,819
2/1/2044	44	43,461	6,137	3,934	53,532	743,358
8/1/2044	45	43,800	5,798	0	49,598	699,558
2/1/2045	46	44,141	5,457	3,498	53,096	655,417
8/1/2045	47	44,486	5,112	0	49,598	610,931
2/1/2046	48	44,833	4,765	3,055	52,653	566,098
8/1/2046	49	45,182	4,416	0	49,598	520,916
2/1/2047	50	45,535	4,063	2,605	52,203	475,381
8/1/2047	51	45,890	3,708	0	49,598	429,491
2/1/2048	52	46,248	3,350	2,147	51,745	383,243
8/1/2048	53	46,609	2,989	0	49,598	336,634
2/1/2049	54	46,972	2,626	1,683	51,281	289,662
8/1/2049	55	47,339	2,259	0	49,598	242,323
2/1/2050	56	47,708	1,890	1,212	50,810	194,615
8/1/2050	57	48,080	1,518	0	49,598	146,535
2/1/2051	58	48,455	1,143	733	50,331	98,080
8/1/2051	59	48,833	765	0	49,598	49,247
2/1/2052	60	49,247	384	246	49,877	0
TOTALS		2,338,214	678,849	191,469	3,208,532	
REQUIRED LOAN RESERVE:		\$	50,284			

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Motion to direct City Manager Stockdale to negotiate and enter into a Purchase and Sale Agreement to sell real property and direct staff to complete the necessary land use applications and survey work to have the known property line discrepancies corrected.	Meeting Date: 2022-02-01
---	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: Estimated \$9,000.00 for survey work	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: n/a	

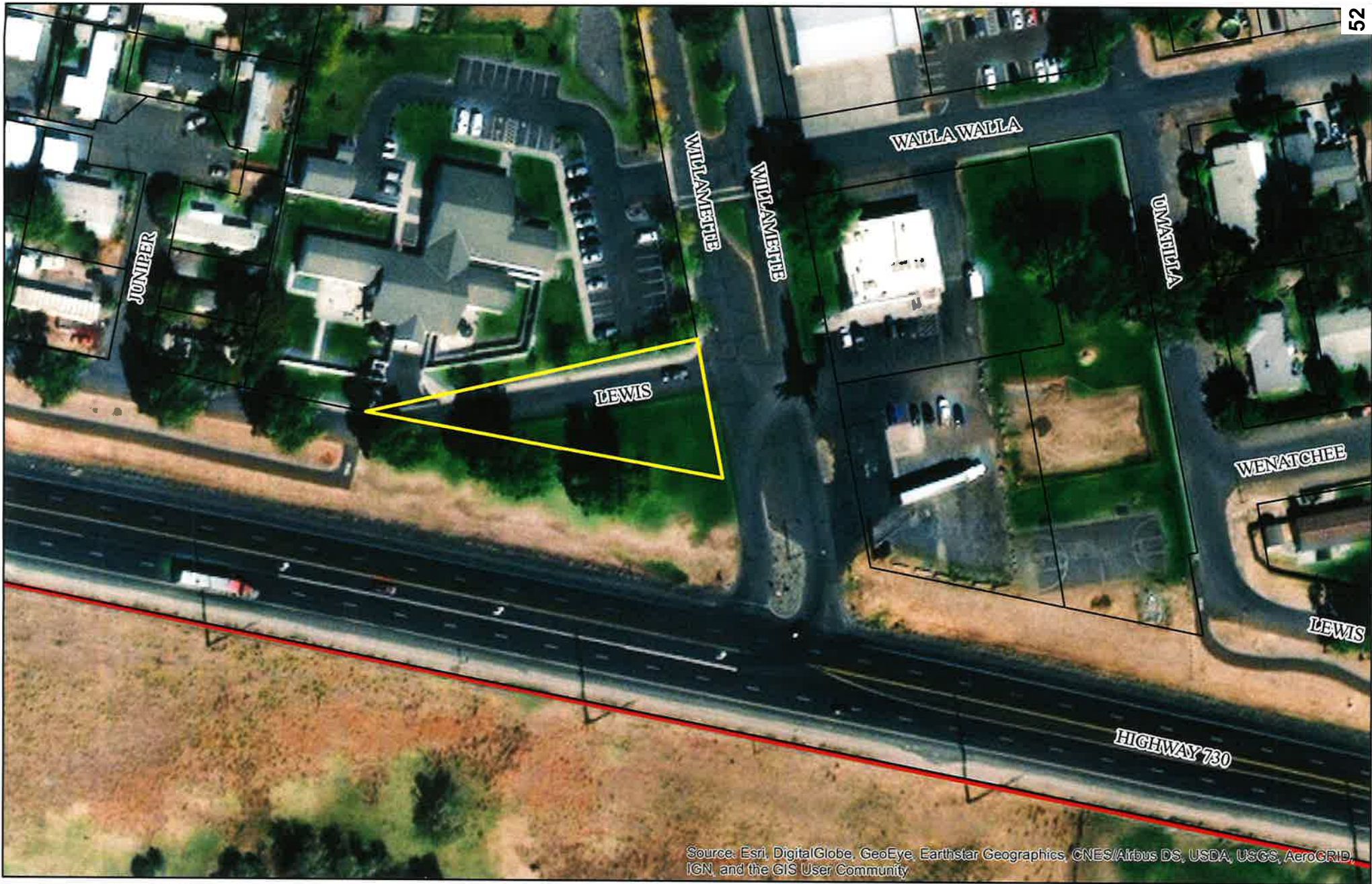
Reviewed by Finance Department: Yes	Previously Presented: Executive Session 12/07/21
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Attachments to Agenda Packet Item:

[Lewis Greenway.pdf](#)

Summary Statement: Approve motion to direct City Manager Stockdale to negotiate a Purchase and Sale Agreement to sell real property. The property is Tax Lot 6300 on Assessors Map 5N2815AD (TLID# 5N2815AD06300). Staff believes a street vacation and replat applications will be required in order to proceed with a potential sale of the property.
--

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

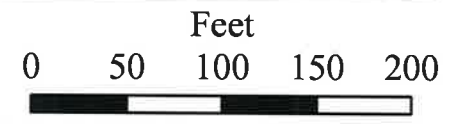


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CITY OF UMATILLA TAX LOT MAP

Legend

- Lewis St Greenway
- Tax Lots (9/28/21)
- City Limits



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 1/4/2022

This map was prepared for Assessment & Taxation purposes only and was NOT prepared nor is it suitable for legal, engineering or surveying purposes.

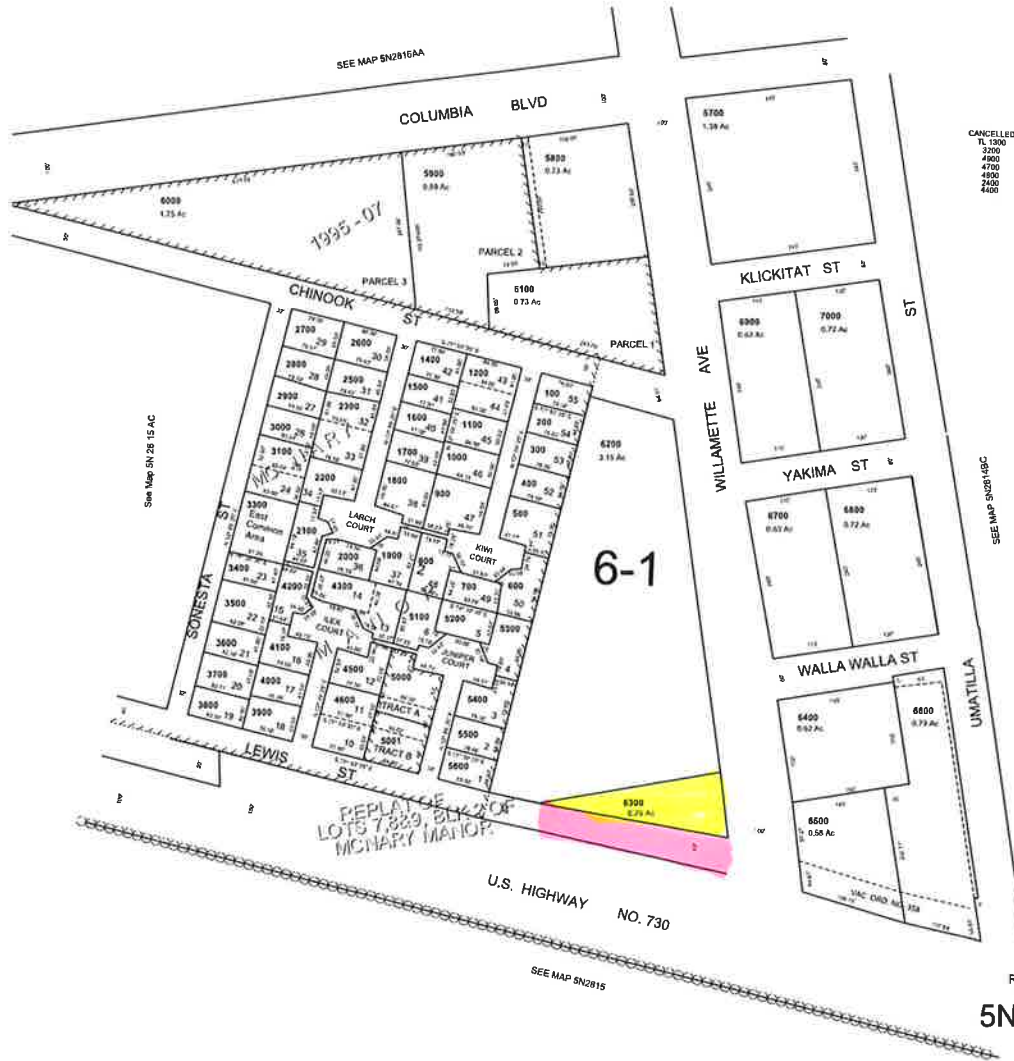


SE1/4 NE1/4 SEC 15 T 5N R 28E WM UMATILLA COUNTY

SCALE: 1" = 100'

5N2815AD

Aerial Photo No. 1P-59



CANCELLED
TL 3000
3200
4600
4700
2400
4600

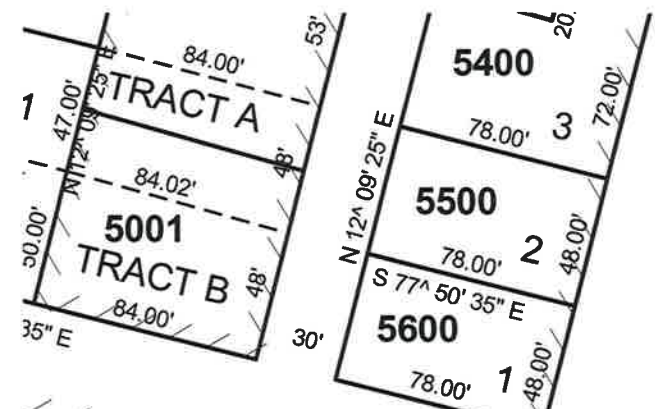
SEE MAP 5N28148C

See Map 5N2815 AC

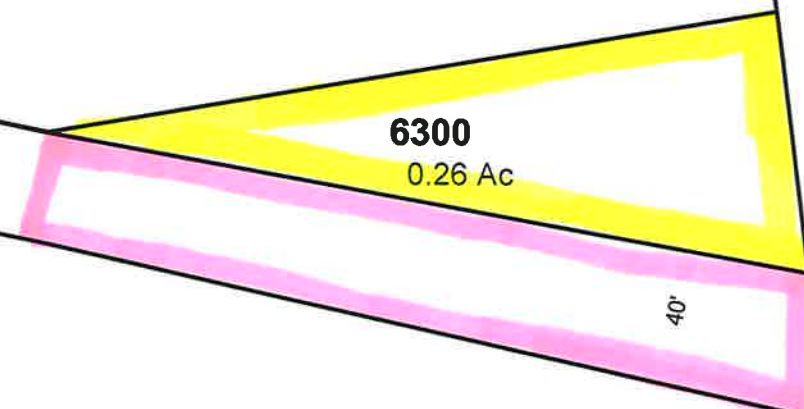
SEE MAP 5N2815

Revised: 1/07/12

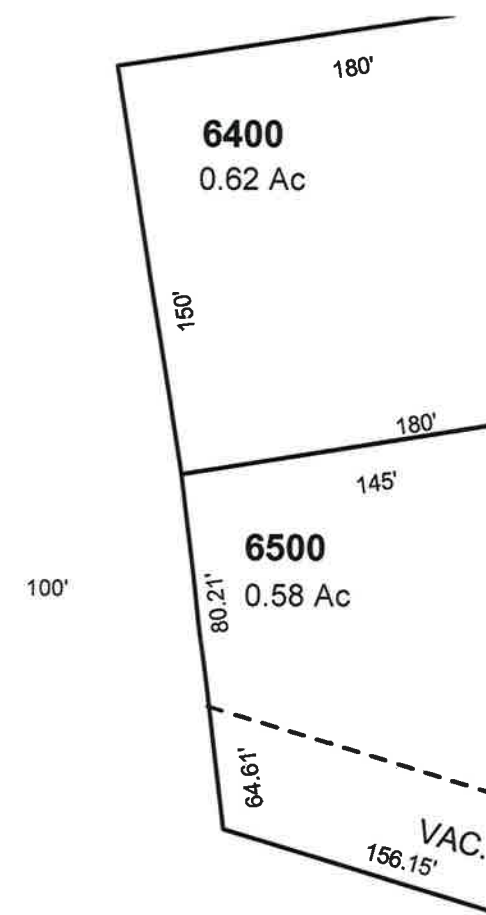
5N2815AD



REPLAT OF
 37,88.9, BLK 2 OF
 BINARY MANOR



U.S. HIGHWAY
 NO. 730



CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Planning Commission Appointment	Meeting Date: 2022-02-01
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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: NA
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Attachments to Agenda Packet Item:

[Devon Mitchell - reapp.pdf](#)

Summary Statement:

Mayor Dedrick has reviewed the received application to serve on the Umatilla Planning Commission and recommends Devon Mitchell for reappointment.

Consistent with Council Goals:

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

Submission #23

[Print](#) [Resend e-mails](#)

[Previous submission](#) [Next submission](#)

Submission information

Form: **Committee Appointment Form**

Submitted by Visitor (not verified)

Wed, 12/15/2021 - 2:09pm

34.218.173.247

Full Name

Devon Mitchell

Please indicate which category you are seeking

Re-appointment

Which committees are you interested in?

Planning Commission

How long have you lived in Umatilla?

8 years

List any additional qualifications

Address

Phone Number

Email

[Previous submission](#) [Next submission](#)



[HOME](#) [CONTACT US](#) [DASHBOARD](#) [SITEMAP](#) [LOGOUT](#)

700 SIXTH STREET | PO BOX 130 | UMATILLA, OR 97882

(541) 922-3226

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: UCSLD Agreement Discussion	Meeting Date: 2022-02-01
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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): Library - 06
Amount Budgeted: N/A	

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

[UCSLD Agreement 07.01.22.pdf](#)

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



**UMATILLA COUNTY
SPECIAL LIBRARY
DISTRICT**

Strengthening our community libraries

PO Box 1689
425 S Main Street
Pendleton, OR 97801

Phone (541) 276-6449

December 17, 2021

Mr. David Stockdale, City Manager
City of Stanfield
P.O. Box 130
Umatilla, OR 97882

Dear Mr. Stockdale:

Enclosed is the new Agreement for Library Services between the Umatilla County Special Library District (UCSLD) and the City of Umatilla. This serves as notification that the current Agreement, effective from 7/1/2019, will end as of June 30, 2022. The enclosed Agreement will take effect as of 7/1/2022.

The new Agreement includes the main document with three appendices and two signature pages, signed by the UCSLD officials. Please have the appropriate officials sign both signature pages and return one to the UCSLD by May 15, 2022 in the enclosed stamped envelope.

Below is a summary of the cooperative and transparent review process the Board undertook to update the funding model and clarify elements of the Agreement:

- Set goals and established values to guide the process.
- Employed a library consultant with experience in a variety of library system funding models to guide the process and to facilitate the public meetings.
- Over the course of three public meetings asked for input about how the current funding model was working, ideas for new funding models, thoughts to consider as a new model was created, review several models and answered questions that arose during the process.
- The Board adopted a revised funding formula model at their regular meeting in February 2021.
- The Agreement for Library Services was reviewed and updated by an attorney and the final approval was at their November 2021 meeting.
- The new Agreements mailed to the fiscal authorities of each Public Library December 2021.
- For more detail on this process, please see the Overview of the Funding Model Process on our website at <https://www.ucslid.org/>

While there are few changes to the Agreement for Library Services enclosed, the funding model has been updated. I am happy to meet with you and/or present

information at your city council meeting to explain this in more detail. Please be in touch if you have questions or need clarification.

Thank you for your attention as we continue providing excellent library services to our residents in Umatilla County. Our partnership is a benefit to our communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'EMC', with a long horizontal stroke extending to the right.

Erin McCusker
District Director

Enclosures:

- **Agreement**
- **Two Signature Pages**
- **Stamped Envelope**

AGREEMENT FOR LIBRARY SERVICES

Umatilla County Special Library District

This agreement ("Agreement") is entered into by and between the Umatilla County Special Library District ("District"), and the City of Umatilla ("City"), both municipal corporations and political subdivisions of the State of Oregon. This Agreement is entered into pursuant to Oregon Revised Statutes ("ORS") 190.010 and shall be effective upon signing by both parties hereto.

RECITALS

WHEREAS, the District was established by the voters of Umatilla County to provide Library Services as defined in ORS 357.400(3), within Umatilla County, Oregon; and

WHEREAS, for that purpose the District and the City desire to enter into an intergovernmental agreement to provide Library Services through the City Library; and

WHEREAS, the parties recognize that this Agreement is not exclusive and that the District has entered into or proposes to enter into similar agreements with other public entities to ensure consistent and cooperative provision of Library Services throughout Umatilla County.

AGREEMENT

In consideration of the mutual obligations stated herein, the parties agree as follows:

1. **DEFINITIONS.** When used in this Agreement, unless the context indicates otherwise:
 - A. "City" means the City of Umatilla, in Umatilla County, Oregon.
 - B. "County" means Umatilla County, Oregon.
 - C. "District" means the Umatilla County Special Library District.
 - D. "Home Library" means the Library that uses the same ZIP code as a patron's residence.
 - E. "Library" means the City of Umatilla Public Library.
2. **TERM.** This Agreement shall take effect July 1, 2022 and shall be of indefinite duration unless and until modified pursuant to Section 3 or terminated pursuant to Section 14 of this Agreement.

3. REVIEW AND RENEGOTIATION. The terms of this Agreement, including but not limited to terms and methods for Funding, are subject to review and renegotiation every three (3) years. Either party may submit a written request for review and renegotiation to the other party at least twelve (12) months prior to the end of the applicable three (3)-year period. Upon the other party's receipt of such request, the parties shall engage in good-faith negotiations regarding any modifications. If the parties cannot agree to the modified terms within six (6) months of the date on the written notice, either party may terminate the Agreement as provided in Section 14. Failure to provide timely notice under this paragraph shall be deemed consent to renew the Agreement according to its existing terms until the next review period.

4. DUTIES AND OBLIGATIONS OF THE PARTIES.

A. For the City. The City's obligations under this Agreement shall be as follows:

(1) Operations. In operating the Library, be responsible for the following:

- (a) Purchasing materials, supplies, equipment and services necessary for the setup and continued operation.
- (b) Preparing and approving an annual Library budget.
- (c) Entering into contracts with any person, firm or corporation, or any agency or government, as necessary, to acquire goods or services for the development of and the operation of the Library.
- (d) Contracting or providing for the use of space for its operations, staff, a supervisor, or auxiliary services, including but not limited to records, payroll, accounting, purchasing and data processing.
- (e) Reviewing staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery and performing annual employee evaluations based on those job descriptions.
- (f) Determining the level of staffing required to provide Library Services according to all applicable standards and in compliance with this Agreement. Employing, supervising, and terminating a director and other Library employees.
- (g) Compensating the Head Librarian/Library Director or equivalent at not less than 150% of the State of Oregon minimum wage.
- (h) Taking any other action necessary and proper for the management of the Library and the performance of its functions.

(2) Standards. Complying with all applicable State of Oregon laws and

administrative rules relating to hours of operation, staffing levels, and collection size. To the extent feasible the Library will strive to meet Oregon Library Association Public Library Standards.

- (3) Unplanned Changes in Staffing and Operations. Notifying the District's Board of Directors when changes are made in Library staffing or operations that affect or may affect the implementation of the current Annual Library Service Plan. The District reserves the right to withhold or modify funding for substantial deviations from the approved plan.
- (4) Library Closures. Notifying the District office of any unscheduled Library closures.
- (5) Interlibrary Loan. Participating in universal borrowing for all District residents.
- (6) Support for the District. Acknowledging the District's contributions on Library website, brochures, newsletters, etc. Providing other support and advocacy for the District upon request.
- (7) Annual Library Service Plan.
 - (a) On or before May 1 of the current fiscal year, prepare and submit to the District an Annual Library Service Plan ("ALSP") proposal for the next fiscal year. The ALSP shall be based on the then-current District guidelines for programs. Funding under this Agreement is expressly conditioned upon District approval of the ALSP.
 - (b) No later than October 31 of each year, present a written review of the prior fiscal year's ALSP to the District Board of Directors.
- (8) Annual Statistical Report. On or before November 10 of each fiscal year, furnish to the District a copy of the Library's annual statistical report that is sent to the State Library of Oregon.
- (9) Funding Conditions. Comply with all Funding Conditions described in Section 5 of this Agreement.
- (10) Financial Reporting.
 - (a) Account for all Library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City General Fund, consistent with accounting and budgeting requirements under Oregon law.
 - (b) Budget any unexpended Funding from the prior fiscal year budget as beginning cash balance in the following fiscal year's Library budget,

consistent with accounting and budgeting requirements under Oregon law.

- (c) On or before October 10 of each fiscal year, provide to the District a copy of the City's annual adopted Library budget, showing the planned use of Funding from the District. The budget shall be accompanied by a written summary of any anticipated changes in staffing or operations in the next fiscal year that may affect the apportionment of Funding.
- (d) On a monthly basis, provide a financial report for the Library to the Library Director and Library Board. The report shall include any anticipated changes in staffing or operations in the next fiscal quarter that may affect the apportionment of Funding.
- (e) Provide additional or supplemental information upon request.
- (f) On or before February 1 of each fiscal year, provide to the District a copy of an annual audit showing expenditures of Funding during the prior fiscal year.
- (g) Ensure that all gifts, grants, contributions or fees received by the City for library services from any source other than the District are accounted for in the Library budget and used solely for Library operations.
- (11) In-Service Training. Provide regular wages and benefits for employees participating in District-provided in-service trainings, including reimbursement for reasonable and customary mileage, meals, substitutes, etc. The Library must close for these trainings.

B. For the District. Subject to the availability of funds, the District's obligations under this Agreement shall be as follows:

- (1) Funding. Subject to the terms and conditions stated in Section 5 of this Agreement, on an annual basis provide to the City funding ("Funding") for Library Services according to the formula described in Appendix A, which is attached hereto and incorporated herein by this reference.
- (2) Annual Budget. As soon as available, provide a copy of the District's anticipated annual funding distribution amounts to the City for use in the budgeting process. The parties recognize that both parties' budgets must conform to Oregon budget laws.
- (3) Distribution of Funds. Promptly upon receipt of property tax revenues from the Umatilla County Treasurer, transfer to the City its proportionate share of the Funding as described in Appendix A.
- (4) District Director. Provide District Director services for the purposes of

providing advice, sharing information, serving as a resource, and assisting in solving problems. When appropriate the District Director shall act as a Communication Liaison for cooperative projects.

- (5) Technical Services Manager. Provide Technical Services, including cataloging assistance, resolving database issues, and one-on-one library site visits at least twice per year.
- (6) Early Literacy Program Manager. When appropriate and upon request, provide resources and services through the Early Literacy Program Manager.
- (7) In-Service Staff Training. Fund and present a minimum of two trainings per year for all library staff based on District and Library program priorities and needs. The Library will be closed for these trainings.
- (8) Resource Sharing. When, in the District's sole discretion, it is reasonable and cost-effective, the District shall provide the following shared resources:
 - (a) Courier Service. Contract courier services for delivery of books and other library materials from and to the participating libraries within the County.
 - (b) Library Automation System. Sage Library System membership levels for the libraries in the District. Libraries shall follow all Sage Library System policies and all District policies relating to the implementation of such policies.
 - (c) Public Resources. Additional resources that will be accessible through the Library to a resident with a local library card.
 - (d) Joint Purchasing Opportunities. When appropriate and upon agreement of all participating parties, pursue and coordinate joint purchasing opportunities.
 - (e) Professional Learning Opportunities. Share free resources for training elected officials and non-Library personnel.
- (9) District Annual Service Plan (ALSP). By May 1 of each year, provide a copy of the District's Annual Service Plan on the District website for public viewing. Provide hard copies of the Plan upon request. By October 31, provide an evaluation process of the previous fiscal year's ALSP.

5. FUNDING TERMS AND CONDITIONS.

- A. Use of Funds. The parties intend that Funding provided pursuant to paragraph 3.B(1) will be used solely to support operation of the Library and implementation of the Library's Annual Library Service Plan (ALSP). The Funds may not be used

for the purchase, rehabilitation, or maintenance of a building or grounds for the City library; for structural modification of an existing City library; or for maintenance or operation of the Library's physical plant.

B. Annual Library Service Plan. Receipt of Funding is expressly conditioned upon the District's approval of the City's timely submitted Annual Library Service Plan ("ALSP") proposal pursuant to paragraph 4.A(7)(a) of this Agreement.

C. Budget Availability. The parties recognize that the District is a special taxing district which receives its funding through property tax receipts collected by Umatilla County. In the event the tax revenues are less or more than those in the budget adopted by the District for the applicable fiscal year, the allocations of funds to the City shall be proportionately reduced or increased by the same percentage as the reduced or increased level of tax revenues. For example, if the total annual revenues were reduced/increased by one (1%) percent, then the City's total receipts from the District would be reduced/increased by one (1%) percent.

D. Withholding Funding. If the City fails to comply with the terms of this Agreement, the District may withhold distributions of Funding to the City until all terms are met.

E. Changes to Funding Formula. The population element of the funding formula described in Appendix A is subject to change every three (3) years based on changes in ZIP Code information provided by Portland State University Population Research Center. Population changes could cause changes in the distribution percentages.

6. PROHIBITION OF DISENFRANCHISEMENT. A patron's residency outside of the City limits of their Home Library shall not be basis for excluding such patron from participation in public discussions regarding their Home Library.

7. NO EMPLOYMENT RELATIONSHIP. Any and all employees of the City, while engaged or performing any work or service required under this Agreement, shall be considered employees of the City and not employees of the Library District. Any claims that may arise under the Workers' Compensation Act on behalf of such employees while so engaged; any claim for or regarding compensation or benefits for such employees; and any and all claims made by third parties as a consequence of any act or omission on the part of the City or its employees shall be the sole obligation and responsibility of City.

8. NOTICES. Any notice required to be given under this Agreement shall be effective on the date of actual receipt or two (2) days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to either party at the address stated below or such other addresses as either party may specify by written notice to the other party:

City of Umatilla
P.O. Box 130
Umatilla, OR 97882

Umatilla County Special Library District
PO Box 1689
Pendleton, OR 97801

9. SEVERABILITY. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

10. GOVERNING LAW. This Agreement shall be construed and regulated by the laws of the State of Oregon. Venue for any dispute hereunder shall lie in Umatilla County, Oregon.

11. DISPUTE RESOLUTION.

- A. Negotiation. Prior to any mediation or arbitration of any dispute arising under this agreement, the parties agree to submit each such dispute to mediation and to attempt to settle such dispute in good faith.
- B. Mediation. If the dispute cannot be resolved by good-faith negotiations, a mediator will be selected by and paid equally by the parties. If the matter is not settled after one mediation session, then the arbitration provisions of this agreement shall apply.
- C. Arbitration. If any dispute arises between the parties which is not settled by mediation, such dispute shall be resolved by binding arbitration. Either party may request arbitration in writing to the other party. The parties shall mutually select a single arbitrator. If the parties cannot agree on an arbitrator, the presiding judge of the Umatilla County Circuit Court will choose an arbitrator. The arbitration shall take place in Umatilla County, Oregon, and shall be conducted according to the rules of the Arbitration Service of Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.


12. INDEMNITY. The City shall defend, indemnify and hold the District harmless from any claims, damages, suits or actions arising out of or in connection with the provision of Library Services provided pursuant to this Agreement.

13. AMENDMENT. This Agreement may be modified only by mutual written consent of the parties hereto.

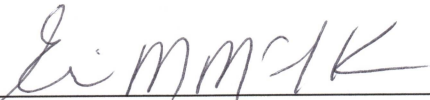
14. TERMINATION. Either party may terminate this Agreement without cause by giving written notice to the other party not less than six (6) months prior to the end of the then-current fiscal year. Such termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given.

IT IS HEREBY AGREED:

**UMATILLA COUNTY SPECIAL
LIBRARY DISTRICT**



Board President



Board Secretary

December 17, 2021
Date

CITY OF UMATILLA

City Manager/Mayor

ATTEST: _____
City Manager/City Recorder

_____, 20____
Date

ATTACHMENTS:

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association
Public Library Standards

Appendix C: UCSLD Organizational Governance Outline

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

The Umatilla County Special Library District (UCSLD) was created on November 4, 1986, by voters from all of Umatilla County except for incorporated Hermiston. The order creating the District reads, “The purpose of the Umatilla County Special Library District shall be to provide library and information services to persons within the district.” Further, the UCSLD “shall be a municipal corporation and shall have perpetual succession, and shall, in its own name, exercise and carry out the powers and objects provided for by Oregon Statutes governing library districts.”

Through agreements between the District and the established public libraries in Umatilla County, the UCSLD ensures the provision of public library service to all residents within its boundaries. The public libraries within the District boundaries are defined as “member libraries.” At the start of the District the City of Hermiston chose not to be part of the District, but instead later signed an agreement with the District to provide access to library services for the rural or unincorporated Hermiston population. Therefore, Hermiston Public Library is considered a “partner library.”

The funding model which distributes tax revenue to District libraries provides that 80 percent of UCSLD tax revenues would go to the District member libraries and partner library. The remaining 20 percent of revenues remain with the District, and are used for operations and administration, and services provided to member libraries, including but not limited to cataloging services, courier delivery service, membership in the Integrated Library System (ILS) [now SAGE], and resources for all residents such as Library2Go (Libraries of Eastern Oregon pricing) and early childhood literacy outreach services.

In the Fall of 2019 the UCSLD Board of Directors conducted a review of the tax distribution process, culminating in a decision in 2021 to update the distribution formula consistent with ORS 357.405, which defines “public library,” and the rules for implementation found in OAR 543-010-0036. Each library’s service population is now determined by population within their zip code area in Umatilla County.

The formula consists of two funding components: (1) Base threshold criteria, and (2) population. The elements of the base threshold criteria are: Personnel, collections, and operations and maintenance (O&M). These elements are adjusted by population size category. The population component is determined by the census zip code area numbers.

Every three (3) years, the Board of Directors will review the threshold criteria and update as needed and will review and update the formula to reflect the current population numbers.

The distribution percentages are determined through the following process:

Population for each zip code in UCSLD boundaries is provided to the District by the Portland State University Population Research Center. The zip code population for each member library and partner library is as follows:

Zip Code	City	2020 Census Population - City	2020 Census Population - Zip Code Area	Population of UCSLD Zip Code Areas	Zip Code area number as a percentage of the whole zip code population	Remainder of difference between County Population and zip code populations with % change applied	Final Population Figures to Use
97810	Adams	389	887	887	1.46%	888	888
97813	Athena	1,209	1,386	1,386	2.29%	1,388	1,388
97826	Echo	632	1,061	1,061	1.75%	1,063	1,063
97835	Helix	194	373	373	0.62%	374	374
97838	Hermiston	19,354	28,348	8,994	14.83%	9,007	9,007
97862	Milton-Freewater	7,151	11,512	11,512	18.99%	11,529	11,529
97801	Pendleton	17,107	21,882	22,052	36.37%	22,084	22,084
97859	Meacham	170	170	0	0.00%	0	0
97868	Pilot Rock	1,328	1,756	1,756	2.90%	1,759	1,759
97875	Stanfield	2,144	2,875	2,875	4.74%	2,879	2,879
97880	Ukiah	159	224	224	0.37%	224	224
97882	Umatilla	7,363	8,271	8,271	13.64%	8,283	8,283
97886	Weston	706	1,241	1,241	2.05%	1,243	1,243
		57,906	79,986	60,632	100.00%	60,721	60,721
PSU	Umatilla County	80,075	80,075				
Hermiston Rural		8,994					
Unassigned		89					

The formula for determining the distribution to each library is below:

	FY 22-23 80% Anticipated Distribution	2020 Population	Pop Size Category	Base/Threshold Criteria Elements					BASE Amount	REMAINDER Amount	TOTAL ESTIMATED DISTRIBUTION	Multiplier for Remainder Funds	
				Personnel FTE*	\$	Staff Funding	Collections	O&M				Total	Zip Code population
Adams		888	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$12,186	\$40,698	888	1.46%
Athena		1,388	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$19,041	\$63,890	1,388	2.29%
Echo		1,063	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$14,576	\$59,425	1,063	1.75%
Helix		374	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$5,124	\$33,636	374	0.62%
Hermiston (rural)		9,007	1	0.0	\$47,840	\$0	\$0	\$0	\$0	\$123,560	\$123,560	9,007	14.83%
Milton-Freewater		11,529	2	2.9	\$47,840	\$137,325	\$11,529	\$14,885	\$163,739	\$158,152	\$321,891	11,529	18.99%
Pendleton		22,084	2	4.3	\$47,840	\$204,653	\$22,084	\$22,674	\$249,411	\$302,951	\$552,362	22,084	36.37%
Pilot Rock		1,759	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$24,124	\$68,973	1,759	2.90%
Stanfield		2,879	2	1.2	\$47,840	\$55,097	\$2,879	\$5,798	\$63,774	\$39,497	\$103,270	2,879	4.74%
Ukiah		224	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$3,077	\$31,589	224	0.37%
Umatilla		8,283	2	2.4	\$47,840	\$116,622	\$8,283	\$12,490	\$137,395	\$113,627	\$251,022	8,283	13.64%
Weston		1,243	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$17,049	\$61,898	1,243	2.05%
	\$1,712,216	60,721	1<2000; 2 >2000	*Based on Pop Size Cat: 1=0.5 pop<1000; 0.8 pop>1000; 2=pop/2000x 0.8 <5000 and for >5000=2/15,00 0*(pop-5000)/2	1 fte @ 23.00/HR		1- pop<1000=\$2000; pop>1000=2500; 2= 2500 or pop*1 whichever is greater	10% of Staff+Coll	\$879,251	\$832,965	\$1,712,216	60,721	100.00%
		Hermiston shows Unincorporated only		Calculated, not rounded		Calculated, not rounded		51.35%	Used remaining funds after the base amount is distributed. Used a % derived from each libraries' % of whole zip code population.				

For the next three years, FY 2022-23, FY 2023-24 and FY 2024-25, the distribution multipliers (a fraction of the 80% calculated) for the member libraries, the partner library and the District

are as follows:

Adams	0.0190152
Athena	0.0298514
Echo	0.0277653
Helix	0.0157159
Hermiston (Rural)	0.0577310
Milton-Freewater	0.1503975
Pendleton	0.2580806
Pilot Rock	0.0322264
Stanfield	0.0482511
Ukiah	0.0147595
Umatilla	0.1172854
Weston	0.0289207
District	0.2000000
	100.00%

The Board will review and update the population numbers and funding elements during the last year of the Agreements.

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association Public Library Standards

From: <https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=278527>

[Oregon State Library](#)
[Chapter 543](#)
[Division 10](#)
[ADMINISTRATION](#)

543-010-0036

Official Recognition of Public Libraries

(1) The State Library Board will officially recognize those public libraries that become legally established under one of the methods described in ORS 357.216-286 or 357.400-621 and have met all minimum conditions.

(2) Libraries, that have a service population of over 2000, shall meet the following minimum conditions:

- (a) Have at least half (50%) of its operational financial support from public funds.
- (b) Be open to the public a minimum of 20 hours per week.
- (c) Provide a collection comprising books, media, or electronic resources.
- (d) Offer free public access computers with Internet access.
- (e) Offer free public wireless Internet access (wi-fi).
- (f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- (g) Dedicate at least 0.50 full-time equivalent (FTE) paid staff time exclusively to library functions.
- (h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
- (i) Provide basic services for reference and youth services.
- (j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

(3) Libraries, that have a service population of 2000 or less, shall meet the following minimum conditions:

- (a) Have at least one fourth (25%) of its operational financial support from public funds.
- (b) Be open to the public a minimum of 10 hours per week.
- (c) Provide a collection comprising books, media, or electronic resources.
- (d) Offer at least one free public access computer with internet access.
- (e) Offer free public wireless internet access (wi-fi).
- (f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- (g) Dedicate at least 0.25 full-time equivalent (FTE) paid staff time exclusively to library functions.

- (h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
- (i) Provide basic services for reference and youth services.
- (j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

(4) Official recognition as a public library will qualify the library to be eligible for state aid and grants from the State Library as authorized in statutes. A library must receive official recognition by June 30 to be eligible for grant funding in the next state fiscal year beginning July 1.

(5) Official recognition will continue unless the library no longer meets the statutory requirements of a public library.

(a) Library responses to the Public Library Annual Statistical Survey will be used to determine compliance with minimum conditions outlined in sections (2) and (3).

(b) An officially recognized public library that fails to meet the minimum conditions as outlined in section (2) or (3) will have two (2) years to achieve compliance, during which time the library maintains eligibility for state aid and grants.

(c) Proceedings for termination of official recognition for a library that fails to meet minimum conditions after two (2) years will be scheduled for consideration by the Board, which will then make a determination.

(d) The State Library will provide an annual report to the Board on the status of public library compliance with minimum conditions.

(6) Notwithstanding section (5), if an officially recognized public library fails to meet the minimum conditions outlined in section (2) or (3) by June 30, 2021, the public library will have one year to meet the minimum conditions before section (5)(b) shall apply to the public library.

(7) The Board will terminate a public library's official recognition immediately after a local government withdraws support following the requirements of ORS 357.621. The State Library will notify the local government that official recognition is being terminated.

(8) Any affected agency may appeal the termination of official recognition to the Board. The appeal must be in writing and must contain a detailed statement specifying the reason the appellant agency believes the action was improper.

(9) The written appeal must be filed no later than 15 business days after the notice of termination of official recognition is received. Once an appeal is received, it will be scheduled for consideration by the Board, which will then make a determination.

(10) To be reinstated, a library must request reinstatement of official recognition from the Board. The request must include signed documentation attesting that the library has met all minimum conditions. The request will then be scheduled for consideration by the Board, which will make a determination. The State Library will notify the local

government if official recognition is being reinstated. A library may appeal a denial of reinstatement as described in this rule.

Statutory/Other Authority: ORS 357.026(1)

Statutes/Other Implemented: ORS 357.216-286, 357.400 - 357.621 & HB2243 A (2019)

History:

[OSL 1-2021, temporary amend filed 06/23/2021, effective 06/23/2021 through 12/19/2021](#)

[OSL 2-2019, amend filed 10/21/2019, effective 01/01/2020](#)

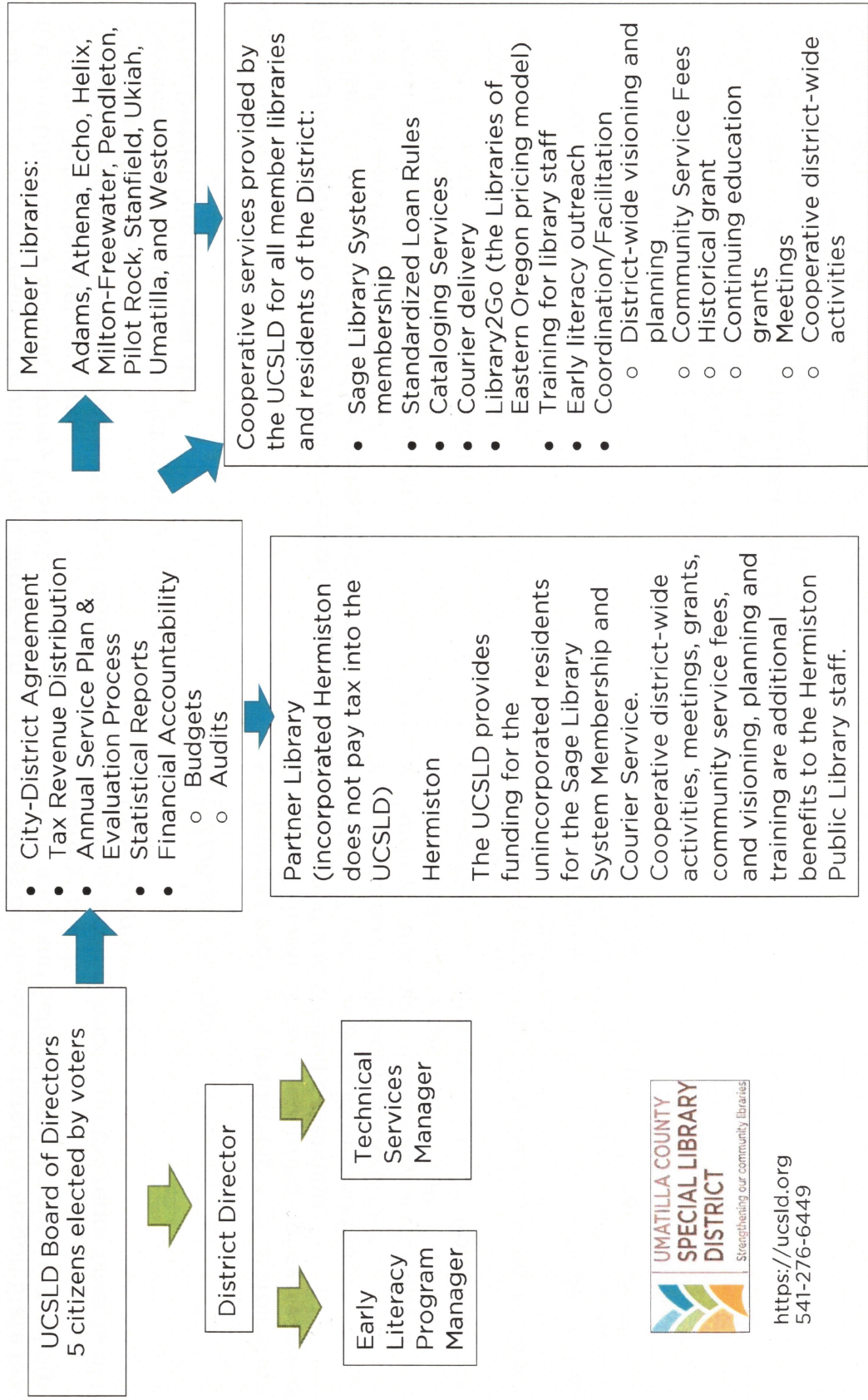
OSL 1-2000, f. & cert. ef. 4-13-00

Oregon Library Association Standards

See: <https://www.olaweb.org/assets/PLD/PLDStandards/PLD-Standards-091718.pdf>

Appendix C: Umatilla County Special Library District (UCSLD) Organizational Governance Structure

The UCSLD was established to provide library services district-wide. Currently, this is accomplished through inter-governmental agreements with 11 member libraries: 10 cities and one school district, and the one partner library's city, to provide library service to everyone within the UCSLD boundaries.



<https://ucslid.org>
541-276-6449

MAJOR ROLES AND RESPONSIBILITIES:

Library District Board of Directors

- Operates according to the governing ORS statutes
- Oversees distribution of approved tax-payer funds that ensure the provision of public library services in the Umatilla County Special Library District
- Sets the District budget each year
- Oversees Agreements with cities and school district
- Sets District policies
- Develops and implements District strategic plans
- Hires District Director and staff

District Director

- Provides expertise, leadership and coordination
- Advises District Board regarding policy, resource allocation and strategic planning
- Prepares and manages District budget
- Administers District operations
- Monitors and evaluates District activities
- Supervises and evaluates District staff
- Serves as District Board Secretary

Cities/School District

- Adopts local library policies
- Hires local library director
- Prepares/adopts annual public library budget in coordination with the library director
- Fiscally supports local public library
- Provides and maintains the public library building
- Oversees compliance with the requirements of the UCSLD Agreement
- Supports and advocates for libraries and UCSLD

Library Boards

- Serves as library policy advisors
- Supports and advocates for libraries and UCSLD
- Carries out duties as stated in Oregon State law/City ordinance and School District policy regarding library boards
- Monitors compliance with the requirements of the UCSLD Agreement

Local Library Director

- Provides expertise, leadership and coordination
- Advises library board regarding policy, resource allocation and strategic planning
- Prepares and manages library budget
- Administers local library operations
- Monitors and evaluates library performance
- Hires and supervises library staff
- Oversees coordination with local library support groups
- Ensures compliance with the requirements of the UCSLD Agreement
- Collaborates with the UCSLD to provide the best public library service to the residents of the District
- Supports and advocates for libraries and the UCSLD

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Employee Wellness Program Discussion	Meeting Date: 2022-02-01
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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): N/A
Amount Budgeted: N/A	

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

[DRAFT EMPLOYEE HEALTH AND WELLNESS 01.24.22.docx](#)

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

EMPLOYEE HEALTH AND WELLNESS

The City of Umatilla is committed to the health and well-being of its employees. As part of its benefits package, the City of Umatilla offers the City Wellness Program to all permanent employees. Additional wellness programs are provided through the City's Insurance Provider and only available to staff enrolled through the City Health Insurance Plan. These include the Employee Assistance Program (EAP), the "Healthy Eating and Weight Management" program, and the Beyond Well program.

Employee wellness programs have many benefits including reduced sick leave and various sickness related expenses and accidents. Employee wellness programs can also boost employee mental health leading to a happier workplace.

Gym Membership

The City agrees to maintain a corporate gym membership account with Club 24 in Hermiston, Oregon. The membership is optional. If the employee decides to enroll, the City will pay the joining fee. The monthly membership fee will be pre-paid by employee through a payroll deduction on the first payroll check of the month for the following month's dues. If an employee wishes to add additional family members to the membership, they may do so but will be responsible for the full cost, including the associated joining fee. An employee may cancel their membership by contacting Human Resources and submitting a completed cancellation form.

City Recreational Facilities and Programs

The City of Umatilla encourages employees to recreate within City limits and support the various activities hosted by the City. As such, current employees are eligible to golf at Big River Golf Course at no charge while the course is open to public use. Employees are encouraged to enjoy their time on the course but should not linger or interfere with the day-to-day operation of the course. Big River Staff will have authority over staff members who are recreating at the facility and staff are expected to adhere to their direction. Employees may bring one other guest to golf with them at no charge (employee must remain present). Because the intent of this policy is to encourage health and wellness, the cost of a golf cart is not included. Employees wishing to utilize a golf cart will pay the regular rental price.

City employees may also rent one paddleboard/kayak per day at no charge.

Due to the nature of this equipment, employees may utilize this equipment as available and will be required to haul the equipment from storage to the water without the assistance of on-duty staff. Employees are also eligible for 50% off tent/RV reservations at the Umatilla Marina and RV Park (pending availability).

In all uses of City recreational facilities and equipment, employees will be responsible for full cancelation fees, rental fines, or damage related fees as applicable. Employees who chose to participate will do so at their own risk.

Employee Assistance Program (EAP)

This free, confidential service is provided by Canopy (formerly Cascade Centers) and is available to all employees and dependents covered on a CIS Regence medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family member can receive up to five (5) personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depression, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

Canopy also provides educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting Human Resources or you can contact Canopy directly at 1-800-433-2320, or at www.canopywell.com.

Healthy Eating & Weight Management

CIS Benefits will reimburse 70%, up to \$400, of the cost of participating in an approved eating or weight management program per calendar year for up to 5 years. Employees/eligible family members must be 18 years of age or older and covered by a CIS medical plan. For more information on this benefit contact CIS or Human Resources.

BeyondWell

BeyondWell is a comprehensive lifestyle program through the City's Insurance Provider, CIS, that offers rewards for participating in wellness activities and achieving goals. Activities such as seeing your doctor, going to the dentist, and getting your eye's checked (among many others) can earn employees and qualified dependents up to \$150 each in electronic gift cards. For more information or help registering please see Human Resources.

Other

The City may also encourage employee health and wellness by offering opportunities and incentives for participation in healthy activities such as employee health challenges, health and wellness presentations, vaccination clinics etc. These activities will be offered at the discretion of the City Manager. Participation will always be voluntary as an additional benefit to the employee.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Poultry Discussion	Meeting Date: 2022-02-01
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Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: NA
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Attachments to Agenda Packet Item:

[Livestock Residential and Current Code on Poultry.docx](#)

[Marion County Backyard Chickens and Fowl.pdf](#)

[Chicken_Permit.pdf](#)

[City of Ashland Chicken Code.docx](#)

Summary Statement:

Discussion only. Staff has received multiple requests from residents to reconsider allowing poultry within city limits. Staff has committed to reviewing the city's existing poultry/livestock rules and provide examples of other jurisdictions that allow poultry. General discussion on code examples and thoughts on a potential zoning code amendment to allow poultry within city limits. The city will provide opportunities for public input at upcoming City Council and Planning Commission meetings.

Consistent with Council Goals:

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

Livestock Residential on poultry:

The number of fowl or other poultry or rabbits over the age of six months shall not exceed one for each 2,000 square feet of unimproved lot area. The number of young (under the age of six months) allowed on the property at any time shall not exceed three times the allowable number of adults.

General animal care. Animals being kept in a residential environment must be cared for and monitored daily to maintain animal health and to prevent nuisance problems with neighbors and the community. Animals may not be slaughtered in city limits except for personal use or animal welfare. If the slaughtering of the animal involves the discharge of a firearm, notice shall be provided to the Umatilla Police Department at least two hours prior to the discharge of the firearm. The notice shall be made by phone to the Umatilla Police Department nonemergency number and shall include the location of the discharge, the time of the discharge, and the reason for discharge.

Sanitation, waste, and odors. All animal structures and roaming areas must be kept sanitary and free from accumulations of animal excrement and objectionable odors. All structures and enclosures designed for animals shall be kept reasonably free and clean of flies, and accumulated animal waste materials, and shall be subject to health regulations (county, state or federal) as may be now hereafter established.

Animal shelter. Barns, sheds, and other structures sheltering animals shall be located a minimum of 35 feet from a side or rear property line and 75 feet from the front property line; adequate fences and corrals shall be required of the animal owner to keep animals off adjacent lands.

Current code:

4-1-5-18: RAISING LIVESTOCK, POULTRY OR EXOTIC, WILD OR DANGEROUS ANIMALS PROHIBITED: No person may raise or keep livestock, poultry, exotic, wild or dangerous animals in the City. "Livestock" means horses, mules, jackasses, cattle, llamas, alpacas, sheep, goats, swine, domesticated fowl and furbearing animals bred and maintained commercially or otherwise, within outdoor pens, cages and hutches. "Exotic, wild or dangerous animal" means any animal which is not commonly domesticated, or which is not native to North America, or a domesticated or wild animal which because of its size, disposition or its vicious, venomous, wild or predatory nature, or its other characteristics, could constitute an unreasonable danger to human life or property. "Poultry" includes domesticated fowl, chickens, ducks, turkeys or geese or any other bird raised for meat or eggs. (Ord. 778, 9-4-2012)

**Chapter 6.15
BACKYARD CHICKENS AND FOWL**

Sections:

6.15.010 Title.

6.15.020 Purpose.

6.15.030 Definitions.

6.15.040 Standards for single-family residential and urban development zones.

6.15.050 Standards for acreage residential zones.

6.15.060 Enforcement responsibility and authority.

6.15.010 Title.

This chapter shall be known as the Marion County backyard chicken and fowl ordinance. [Ord. 1395 § 2 (Exh. A), 2018; Ord. 1357 § 1, 2015.]

6.15.020 Purpose.

The purpose of this chapter is to establish regulations for the keeping of chickens and other fowl on residentially zoned properties of Marion County. This chapter establishes standards and enforcement authority. [Ord. 1395 § 2 (Exh. A), 2018; Ord. 1357 § 2, 2015.]

6.15.030 Definitions.

"Chicken" means the common domestic fowl (*Gallus gallus domesticus*) or its young.

"Chicken run" means an outdoor enclosed or fenced area where chickens feed or exercise.

"Coop" means a cage or roofed enclosure in which chickens are kept.

"Fowl" means a domesticated or wild, heavy-bodied, largely terrestrial bird including pheasants, turkeys, grouse, peacock, and the common domestic chicken.

"Hen" means a female adult chicken.

"Rooster" means a male adult chicken. [Ord. 1395 § 2 (Exh. A), 2018; Ord. 1357 § 3, 2015.]

6.15.040 Standards for single-family residential and urban development zones.

The keeping and raising of chickens shall be allowed on properties zoned single-family residential (RS) or urban development in Marion County subject to the following conditions and limitations:

A. A resident of a single-family dwelling or duplex in the single-family residential or urban development zone may keep hens on the lot on which the resident resides.

B. The maximum number of hens allowed shall be six, except in the Woodburn or Silverton urban growth boundary where the maximum is three.

C. Hens are allowed only in a fully fenced rear yard.

D. Hens shall be confined at all times within a coop, pen or chicken run, except when under the personal supervision of an owner or custodian.

E. A coop shall not exceed 120 square feet in area or 10 feet in height.

F. There shall be a minimum six square feet of run space per hen.

G. A chicken coop shall be set back at least three feet from any building on the subject property and 25 feet from any residence on a neighboring property.

H. Chicken feed must be kept secure from pests.

I. All animal byproducts and waste must be collected and removed on a regular basis, allowing the storage of one sealed 20-gallon container.

J. Roosters are prohibited.

K. No sales of eggs, chickens, chicks, slaughtered chicks or chickens, or fertilizer are allowed. [Ord. 1395 § 2 (Exh. A), 2018; Ord. 1357 §§ 4, 5, 2015.]

6.15.050 Standards for acreage residential zones.

The keeping and raising of fowl shall be allowed on properties zoned acreage residential (AR) in Marion County subject to the following conditions and limitations:

A. All fowl shall be confined to the property on which they are being kept. [Ord. 1395 § 2 (Exh. A), 2018.]

6.15.060 Enforcement responsibility and authority.

A. Upon receipt of a complaint, this chapter shall be enforced pursuant to Chapter [1.25](#) MCC.

B. Chickens that are not kept as provided in MCC [6.15.040](#) shall be deemed a public nuisance under Chapters [1.25](#) and [8.10](#) MCC. [Ord. 1395 § 2 (Exh. A), 2018; Ord. 1357 § 6, 2015.]

The Marion County Code is current through Ordinance 1438, passed July 14, 2021.

Disclaimer: The Clerk of the Board's Office has the official version of the Marion County Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <https://www.co.marion.or.us/>

County Telephone: (503) 588-5212

[Code Publishing Company](#)



City of Gold Beach

29592 Ellensburg Avenue
Gold Beach, Oregon, 97444
541-247-7029
www.goldbeachoregon.gov



BACKYARD CHICKEN PERMIT APPLICATION

Name of Applicant: _____

Property Address: _____

Mailing Address (if different than property address): _____

City/State/Zip: _____

Phone #: _____ Email: _____

Name, address & phone of Property Owner (if different than applicant): _____

A completed land use Permit Clearance Form must be submitted with this application. If you have questions regarding the applications please contact the City Planning Department.

This application for a permit to allow chickens is subject to the following conditions and is only permitted when consistent with the following standards:

1. A permit shall be obtained from the City prior to the keeping of chickens. A permit is issued to the property and renters must obtain written approval from the property owner to apply for a permit.
2. The keeping of chickens shall be limited to the purpose of egg collection for personal, non-commercial use.
3. No more than six (6) chickens are allowed on any one parcel, and the **keeping of a rooster is prohibited.**
4. Chickens shall only be kept upon property occupied by a single family dwelling.
5. Chickens may not be slaughtered or killed except pursuant to the lawful order of state or county health officials, or for the purpose of euthanasia (for example due to an injury or sickness) when surrendered to a licensed veterinarian for such purpose, or as otherwise expressly permitted by law.
6. Chickens shall be kept in an enclosed coop or run at all times.
7. Chickens shall be kept for personal, non-commercial use only. No person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.

8. All chickens shall be housed in a coop.
9. Chickens and chicken coops shall only be located in a rear yard.
10. Chicken coops shall be limited to eighty (80') square feet and the highest point of the coop shall be no more than six feet tall above grade.
11. Chicken coops shall be kept clean, dry, free of vermin and noticeable odors, and in good repair.
12. Chicken coop and/or run shall be setback a minimum ten feet from all property lines.
13. In order to minimize potential impacts to aquatic habitat, no coop shall be sited within a riparian area as defined by the Zoning Ordinance.

Applicant acknowledges that upon issuance of any permit by the City of Gold Beach that it is the obligation of the applicant to comply with any and all laws, ordinances and regulations governing the type of project permitted whether or not specified in the permit. The granting of an approval by the City of Gold Beach does not give the applicant any authority to violate or modify the provisions of any other federal, State or local law, ordinance or regulation with respect to regulation of construction, performance of construction and/or operation of the project.

Regarding property boundaries, the applicant acknowledges that the only accurate way to locate property lines is by a land survey conducted by a licensed professional. The City of Gold Beach makes no representation as to the accuracy or location of any boundaries related to the project and the applicant, by virtue of issuance of a permit by the City of Gold Beach, and agrees to hold harmless, defend and indemnify the City in any legal action related to property lines or boundaries.

I have read and understand the above application and I hereby certify that all conditions will be continually met, and that I will abide by all restrictions, administrative rules and applicable City Codes and Ordinances.

Applicant Signature: _____ **Date:** _____

Property Owner Signature: _____ **Date:** _____

**** PERMIT REVOCATION**** Failure to comply with the above statement will result in the revocation of the permit and possible further action including fines.

FINAL PERMIT APPROVAL

APPROVED: _____ DATE: _____

Conditions of Approval:

DENIED: _____ DATE: _____

Reason for Denial:

City of Ashland Chicken Code:

1. No more than five (5) chickens shall be kept or maintained on properties of less than five thousand (5000) square feet in area;
2. No more than one (1) chicken for each one thousand (1,000) square feet of lot area, up to a maximum of twenty (20) chickens, shall be kept or

Page 3 of 4

maintained on properties greater than five thousand (5000) square feet in area,

3. No chickens shall be allowed on properties containing multi-family complexes, including duplexes;
4. In residential zones chickens shall be kept for personal use only, and not for the commercial exchange of goods or commodities with the exception of the sale of surplus eggs directly to the end consumer.

5. No roosters shall be allowed;

6. Chickens must be secured at all times and located at least twenty feet (20') from dwellings on adjoining properties:

- a. During non-daylight hours a secure chicken coop shall be provided to protect chickens from predators;
- b. During daylight hours, chickens shall be located in a chicken run that meets the requirements of AMC 18.68.140(C)(2) or in a securely fenced backyard;

7. To protect public health, the areas in which chickens are kept must be maintained in compliance with AMC 9.08.060 and the following requirements:

- a. Chicken feed must be kept in rodent- and raccoon-proof containers;
- b. Chicken manure must be collected, stored, and removed from the property on a regular basis in accordance with the following requirements:

- i. All stored manure shall be within a non-combustible, air-tight, container and located in accordance with the Oregon Fire Code relating to the outdoor storage of combustibles;
 - ii. No more than one 20-gallon container of manure shall be stored on any one property housing chickens; and
 - iii. All manure not used for composting or fertilizing shall be removed;
8. Chicken coops and runs shall be built in compliance with AMC 18.68.140(C)(2) and with all applicable building and zoning codes;
9. The requirements of AMC 18.20.020(D) regarding of the keeping of livestock shall not apply to the keeping of chickens or the buildings and structures that house chickens.
10. Noise resulting from the keeping or maintaining of chickens must not exceed the limitations set forth in AMC 9.08.170.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Zoning Ordinance Amendment - Staff is proposing several changes to the zoning ordinance including changes to the setbacks for drinking establishments, maximum building height in commercial and industrial zones and several minor administrative amendments.	Meeting Date: 2022-02-01
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: NA
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Attachments to Agenda Packet Item:

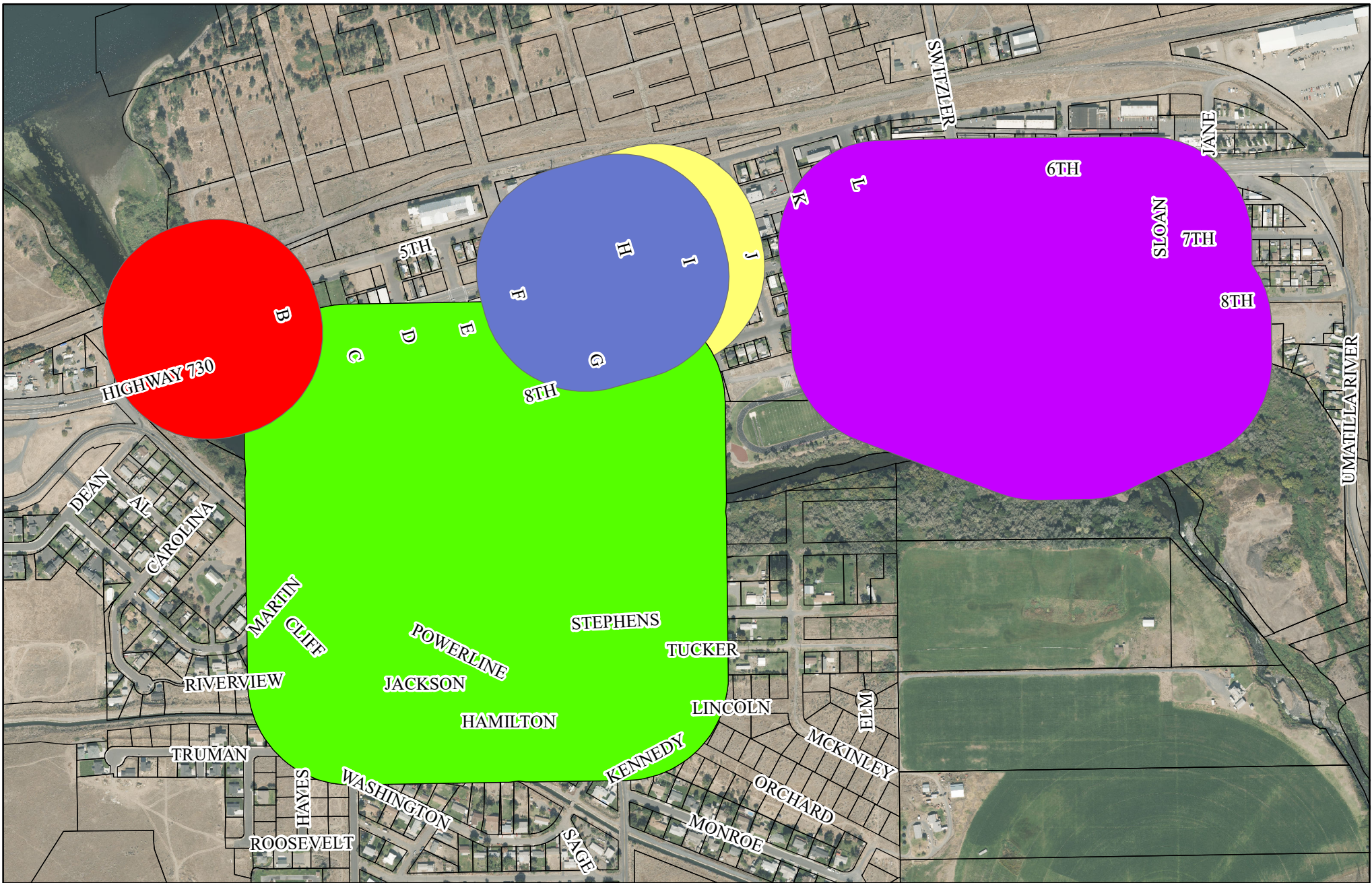
[Drinking-500_Feet.pdf](#)

[Drinking-250_Feet.pdf](#)

[Drinking-200_Feet.pdf](#)

<u>Summary Statement:</u> Discussion only - Staff would like direction from Council before preparing the final application materials for the upcoming zoning ordinance amendment.

<u>Consistent with Council Goals:</u> Goal 2: Promote Economic Development and Job Growth.
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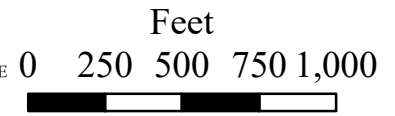


500 Foot restriction on Drinking Establishments

MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data.

Map should be used for reference purposes only. Not survey grade or for legal use.

Created by Jacob Foutz, on 7/21/2021



Legend

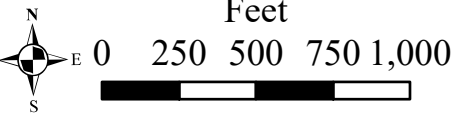
- Umatilla Public Library
- Umatilla Landing Park
- Nugent Park
- Middle & High School
- Village Square Park



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

250 Foot restriction on Drinking Establishments

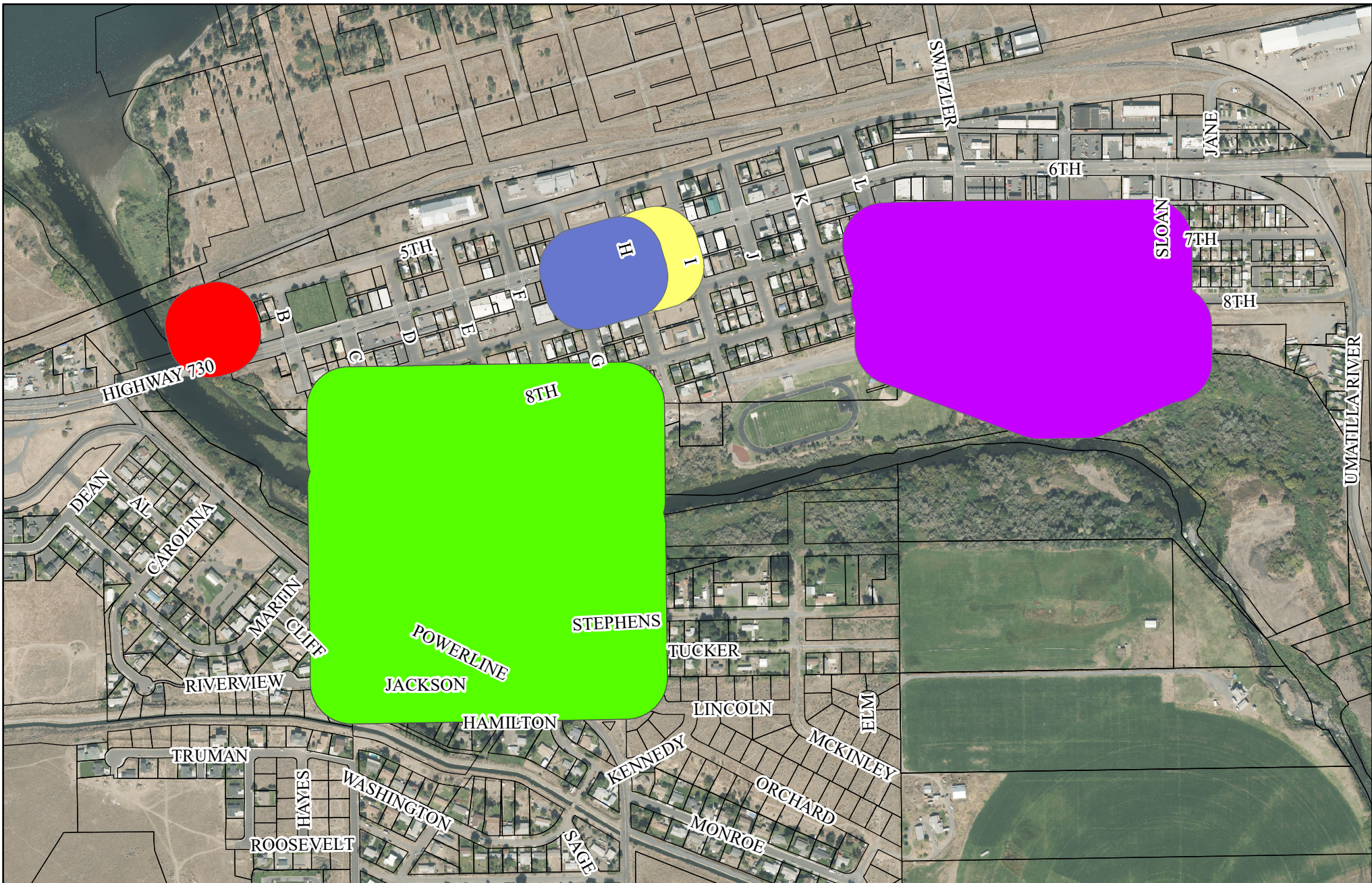
MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 1/19/2022



Legend

 250 Feet



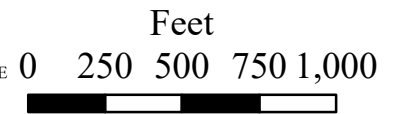


200 Foot restriction on Drinking Establishments

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Legend

- Middle & High School-200
- Umatilla Public Library-200
- Village Square Park-200
- Nugent Park-200
- Umatilla Landing Park-200

