

**UMATILLA CITY COUNCIL MEETING  
AGENDA  
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882  
JUNE 21, 2022  
6:00 PM**

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY MANAGER REPORT**

5. **CONSENT AGENDA**

5.a [May Paid Invoices](#) *Suggested Action: Motion to approve*

6. **NEW BUSINESS**

6.a [Resolution No. 42-2022 - A resolution authorizing the City Manager to execute a Maintenance Assistance Grant agreement between the State of Oregon Marine Board and the City of Umatilla](#) *Suggested Action: Motion to approve Resolution No. 42-2022*

6.b [Resolution 43-2022. Authorizing the City Manager to execute an Intergovernmental Agreement with the City of Hermiston for IT Services](#) *Suggested Action: Motion to approve Resolution No. 43-2022*

6.c [Resolution No. 44 - 2022 - A resolution authorizing the City Manager to submit an application to amend the Greater Umatilla Enterprise Zone Boundary.](#) *Suggested Action: Motion to approve Resolution 44 - 2022.*

*The City recently completed a UGB expansion and rezone to create the South Hill Industrial Park. The proposed enterprise zone boundary expansion would add that property to the Greater Umatilla Enterprise Zone. Staff recommends approval of Resolution No. 44 - 2022.*

6.d [Resolution No. 45-2022 - A resolution to award contractor Legacy Contracting, Inc. a contract in the amount of \\$4,394,787.50 for construction of the City of Umatilla's Pedestrian Bridge and Utilities Replacement Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.](#) *Suggested Action: Motion to approve Resolution No. 45-2022*

6.e [Resolution No. 46-2022 - A resolution adjusting the budget for the 2021-22 fiscal year by adopting this supplemental budget and revising appropriations](#) *Suggested Action: Motion to approve Resolution No. 46-2022*

6.f [Resolution No. 47-2022 - A resolution authorizing the City Manager to retroactively execute a purchase agreement and sign a deed and other documents necessary for the sale of real property.](#) *Suggested Action: Staff recommends approval of Resolution No. 47-2022*

6.g [Resolution 48 - 2022. Approving a payment of \\$1 million to the Port of Umatilla \("Port"\), to occur no later than June 30, 2024, for the support of and investment in economic development within the Port's boundaries.](#) *Suggested Action: The City of Umatilla and the*

*Port of Umatilla have a long history of economic development and generally support. The Port has investment several million dollars in infrastructure partnerships, commercial and industrial recruitment, water leases to the City and others in the region, legislative advocacy, and much more. In recent years, the Port has supported the City and the County by providing their consent to Enterprise Zone boundaries and general facilitation and support of the City and the County's use of the State's Strategic Investment Program.*

*In recognition of these valued services and support, and in acknowledgement of the Port supporting the City's individual efforts in economic development, the City wishes to provide these funds to support economic development within the Port's boundaries at their sole discretion.*

7. **DISCUSSION ITEMS**

- 7.a **City Hall Hours & City Staffing** *Suggested Action: With the cost of fuel and several other goods/services realizing a significant increase in cost recently and over the past year, as well as lessons learned from working remotely during the COVID-19 pandemic, staff seeks feedback and directions from Council on potential operating hours at City Hall and other departments of the City.*

*The new Public Works CBA has provisions of allowing staff to operate under a 10-hour workday. We envision being able to create a Mon-Thurs 10-hour shift and a Wed-Sat 10-hour shift (with staff crossing over on Wednesdays and Thursdays). This would reduce the costs associated with on-call and overtime and would actually add a day of available PW staff, while at the same time reducing the total number of staff working at the same time four days a week.*

*Additionally, we notice that foot traffic to City Hall is significantly less on Fridays. Staff is seeking feedback and direction to potentially moving to a 5-day a week schedule for City Hall, being open to the public Mon-Thurs during regular office hours 8:00am - 5:00pm, but the building being closed on Fridays with phone lines still being available for Friday operations by staff working remotely (utility payments and court, for example, would still be able to take and process these calls) and for staff to still be able to schedule in-person appointments at City Hall on Fridays.*

8. **PUBLIC COMMENT**

9. **RECESS TO EXECUTIVE SESSION**

10. **EXECUTIVE SESSION**

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

11. **RECONVENE**

12. **ADJOURN**

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

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> May Paid Invoices	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> N/A	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> N/A	

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

[May 2022 Paid Invoices.pdf](#)

<b>Summary Statement:</b> Motion to approve
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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Report Criteria:  
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>7</b>							
7	A & M Supply	3061199	Golf Course	04/28/22	35.63	48793	05/11/22
		3061200	Golf Course	04/28/22	150.73	48793	05/11/22
		3061822	Golf Course	05/06/22	41.60	48889	05/25/22
Total 7:					227.96		
<b>9</b>							
9	A Plus Connectors	219490	Parks Supplies	04/07/22	137.54	48794	05/11/22
Total 9:					137.54		
<b>45</b>							
45	AJ's Printed Apparel	20205	PD - Employee Clothing Allowance	05/10/22	58.00	48890	05/25/22
Total 45:					58.00		
<b>142</b>							
142	Baker, Kylie	OREGONRE	Training	05/31/22	143.50	48884	05/23/22
Total 142:					143.50		
<b>148</b>							
148	Banner Bank Mastercard	0715.04.24.2	Lunch Meeting	04/25/22	8.68	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	8.68	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	8.67	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	10.00	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	10.00	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	10.00	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	10.00	48891	05/25/22
		0715.04.24.2	Benches for Dug Outs at Nugent Park	04/25/22	1,653.88	48891	05/25/22
		0715.04.24.2	Flag Pole Sleeve-City Hall	04/25/22	624.00	48891	05/25/22
		0715.04.24.2	Car Wash	04/25/22	3.25	48891	05/25/22
		0715.04.24.2	Car Wash	04/25/22	3.25	48891	05/25/22
		0715.04.24.2	Car Wash	04/25/22	3.25	48891	05/25/22
		0715.04.24.2	Car Wash	04/25/22	3.25	48891	05/25/22
		0715.04.24.2	Lunch Meeting	04/25/22	8.67	48891	05/25/22
		1051.04.24.2	Library Books	04/24/22	75.18	48797	05/11/22
		1051.04.24.2	Library Books	04/24/22	29.95	48797	05/11/22
		1051.04.24.2	Library Books	04/24/22	41.36	48797	05/11/22
		1051.04.24.2	Library Books	04/24/22	45.83	48797	05/11/22
		1051.04.24.2	March Wine & Art Supplies	04/24/22	63.15	48797	05/11/22
		1051.04.24.2	April Story Walk	04/24/22	44.97	48797	05/11/22
		1051.04.24.2	Inservice Training	04/24/22	5.99	48797	05/11/22
		1051.04.24.2	Inservice Meal	04/24/22	26.15	48797	05/11/22
		1051.04.24.2	Movie Day	04/24/22	25.06	48797	05/11/22
		1051.04.24.2	Amazon Prime Membership	04/24/22	14.99	48797	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1051.04.24.2	April Wine & Paint Supplies	04/24/22	40.53	48797	05/11/22
		1051.04.24.2	Teen Zone LED Lights	04/24/22	25.49	48797	05/11/22
		1051.04.24.2	April Wine & Art Supplies	04/24/22	125.19	48797	05/11/22
		1051.04.24.2	Clipchamp Video Editing Software Sub.	04/24/22	9.00	48797	05/11/22
		1051.04.24.2	DVDs	04/24/22	117.82	48797	05/11/22
		1051.04.24.2	Library Signs	04/24/22	72.85	48797	05/11/22
		2217.04.24.2	911 Supply	04/24/22	119.96	48797	05/11/22
		2217.04.24.2	BW Sunridge Baker-Lemmon	04/24/22	412.97	48797	05/11/22
		2217.04.24.2	TLO Transunion	04/24/22	75.00	48797	05/11/22
		2217.04.24.2	Mo's Seafood-training/Huxel	04/24/22	39.56	48797	05/11/22
		2217.04.24.2	Inn at Spanish Head-Training/Huxel	04/24/22	104.88	48797	05/11/22
		2217.04.24.2	Riverhouse Bend-OACP Conf/Huxel	04/24/22	419.64	48797	05/11/22
		2970.04.24.2	NFL Flag Football Orders	04/24/22	241.00	48797	05/11/22
		2970.04.24.2	Photoshop	04/24/22	20.99	48797	05/11/22
		2970.04.24.2	Recreation Programming Supplies	04/24/22	224.14	48797	05/11/22
		2970.04.24.2	Community Camp Out	04/24/22	611.01	48797	05/11/22
		2970.04.24.2	Copy of Deed-Fox Prop	04/24/22	2.50	48797	05/11/22
		2970.04.24.2	Planning Supplies	04/24/22	20.72	48797	05/11/22
		2970.04.24.2	Arbor Day Supplies	04/24/22	176.55	48797	05/11/22
		2970.04.24.2	Recreation Coord. Training	04/24/22	408.00	48797	05/11/22
		3132.04.24.2	Dyer-Training	04/24/22	426.52	48797	05/11/22
		3132.04.24.2	Golf Well	04/24/22	440.28	48797	05/11/22
		3132.04.24.2	Golf Course-Pond	04/24/22	456.00	48797	05/11/22
		5571.04.24.2	Recreational Programming	04/24/22	57.24	48797	05/11/22
		5571.04.24.2	Building Dept. Supplies	04/24/22	42.55	48797	05/11/22
		5571.04.24.2	Recreational Programming	04/24/22	122.00	48797	05/11/22
		5571.04.24.2	ESRI ARCGIS	04/24/22	100.00	48797	05/11/22
		5571.04.24.2	PLANNING LUNCHEON	04/24/22	41.89	48797	05/11/22
		5571.04.24.2	Contractor Resources	04/24/22	65.99	48797	05/11/22
		5571.04.24.2	Boyd's House Decor	04/24/22	151.95	48797	05/11/22
		5571.04.24.2	Recreational Equipment	04/24/22	199.00	48797	05/11/22
		5571.04.24.2	PLANNING LUNCHEON	04/24/22	30.45	48797	05/11/22
		5571.04.24.2	Recreation Advertising	04/24/22	85.00	48797	05/11/22
		5919.04.24.2	Supplies for Boyd's House	04/24/22	699.98	48797	05/11/22
		5919.04.24.2	Indeed Job Postings	04/24/22	591.31	48797	05/11/22
		5919.04.24.2	Rec. Programming-NFL Flag Football	04/24/22	518.00	48797	05/11/22
		5919.04.24.2	Working Lunch	04/24/22	89.40	48797	05/11/22
		5919.04.24.2	Cloudbeds Reservation Software	04/24/22	546.00	48797	05/11/22
		5919.04.24.2	Misc. Adjustment from Prior Month	04/24/22	.10-	48797	05/11/22
		6777.04.24.2	Boyd's House	04/24/22	51.02	48797	05/11/22
		6777.04.24.2	Boyd's House	04/24/22	65.15	48797	05/11/22
		6777.04.24.2	Boyd's House	04/24/22	20.94	48797	05/11/22
		6777.04.24.2	Boyd's House	04/24/22	126.99	48797	05/11/22
		6777.04.24.2	Boyd's House	04/24/22	18.42	48797	05/11/22
		6777.04.24.2	Planning Commission				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Lunch Meeting	04/24/22	4.29	48797	05/11/22
		6777.04.24.2	Agate Beach Inn	04/24/22	456.27	48797	05/11/22
		6777.04.24.2	Boyd's House	04/24/22	1,358.00	48797	05/11/22
		6777.04.24.2	Business Luncheon	04/24/22	35.00	48797	05/11/22
		6929.04.24.2	Jackie-Knife Sharpener	04/24/22	5.99	48797	05/11/22
		6929.04.24.2	Recruiting-Parks Coord.	04/24/22	200.00	48797	05/11/22
		6929.04.24.2	Recruiting-Parks Coord.	04/24/22	50.00	48797	05/11/22
		6929.04.24.2	Recruiting-Parks Coord.	04/24/22	20.00	48797	05/11/22
		6929.04.24.2	Marina Supplies	04/24/22	85.83	48797	05/11/22
		6929.04.24.2	Marina Supplies	04/24/22	68.45	48797	05/11/22
		6929.04.24.2	Marina Supplies	04/24/22	779.86	48797	05/11/22
		6929.04.24.2	Parks Supplies	04/24/22	197.94	48797	05/11/22
		6929.04.24.2	Health Contest	04/24/22	63.99	48797	05/11/22
		6929.04.24.2	Health Contest	04/24/22	63.99	48797	05/11/22
		6929.04.24.2	Breakroom Supplies	04/24/22	42.98	48797	05/11/22
		7126.04.24.2	Golf Supplies	04/24/22	8.42	48797	05/11/22
		7126.04.24.2	Pelzer Golf-Retail for Pro Shop	04/24/22	80.33	48797	05/11/22
		7126.04.24.2	Pelzer Golf-Retail for Pro Shop	04/24/22	59.00	48797	05/11/22
		7126.04.24.2	Pelzer Golf-Retail for Pro Shop	04/24/22	194.47	48797	05/11/22
		7126.04.24.2	Pelzer Golf-Retail for Pro Shop	04/24/22	267.50	48797	05/11/22
		7126.04.24.2	Frito Lay	04/24/22	230.91	48797	05/11/22
		7126.04.24.2	Pelzer Golf-Retail for Pro Shop	04/24/22	33.00	48797	05/11/22
		7126.04.24.2	Golf Supplies	04/24/22	78.31	48797	05/11/22
		7126.04.24.2	Golf Supplies	04/24/22	827.88	48797	05/11/22
		7126.04.24.2	Golf Supplies	04/24/22	89.99	48797	05/11/22
		7126.04.24.2	Golf Supplies	04/24/22	3.84	48797	05/11/22
		8328.04.24.2	Crown Awards-UPD Awards	04/24/22	104.97	48797	05/11/22
		8328.04.24.2	Crown Awards-UPD Awards	04/24/22	170.80	48797	05/11/22
		8328.04.24.2	Boyd's House	04/24/22	116.98	48797	05/11/22
		8328.04.24.2	Boyd's House	04/24/22	255.00	48797	05/11/22
		8328.04.24.2	Parks & Rec. Programming	04/24/22	38.97	48797	05/11/22
		8328.04.24.2	Council Chamber Clock Mechanism	04/24/22	14.99	48797	05/11/22
		8328.04.24.2	Building Dept. J. Rodriguez	04/24/22	26.59	48797	05/11/22
		8328.04.24.2	Recruiting-Parks Coord.	04/24/22	10.00	48797	05/11/22
		8328.04.24.2	United Flight-Court Recorder Training	04/24/22	1,213.20	48797	05/11/22
		8328.04.24.2	Boyd's House	04/24/22	37.71	48797	05/11/22
		8336.04.24.2	Amazon-Flashlights (1 John)	04/24/22	296.08	48797	05/11/22
		8336.04.24.2	Amazon-File Guide Tabs	04/24/22	33.26	48797	05/11/22
		8336.04.24.2	Accessory Tech-Phone Magnets	04/24/22	59.90	48797	05/11/22
		8336.04.24.2	Galls-Nametag-Ivan	04/24/22	16.43	48797	05/11/22
		8336.04.24.2	Amazon-Vortex Optics-Nic	04/24/22	219.94	48797	05/11/22
		8336.04.24.2	Amazon-ASP Scabbard-Nic	04/24/22	47.99	48797	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8336.04.24.2	Amazon-CD/DVD Labels	04/24/22	59.98	48797	05/11/22
		8336.04.24.2	Amazon-Envelopes & Pens	04/24/22	59.81	48797	05/11/22
		8336.04.24.2	Staff Mtg. Meal	04/24/22	121.45	48797	05/11/22
	Total 148:				19,162.28		
<b>276</b>							
276	Builders FirstSource	85088330	Golf Course	03/28/22	140.28	48799	05/11/22
		85129353	Nugent Park	04/04/22	19.45	48799	05/11/22
	Total 276:				159.73		
<b>294</b>							
294	Buttercreek Sod, LLC	21-622	Sod for Parks	04/07/22	30.00	48800	05/11/22
	Total 294:				30.00		
<b>320</b>							
320	Canon Solutions America, Inc	6000418224	COPIER MAINTENANCE	04/24/22	393.78	48802	05/11/22
	Total 320:				393.78		
<b>340</b>							
340	Carrot-Top Industries Inc.	INV106128	US and Oregon Flag	05/16/22	1,791.12	48893	05/25/22
	Total 340:				1,791.12		
<b>351</b>							
351	Cascade Natural Gas Corp.	1092.04.25.2	700 6th St.	04/25/22	65.25	48804	05/11/22
		1092.04.25.2	700 6th St.	04/25/22	65.24	48804	05/11/22
		1092.04.25.2	700 6th St.	04/25/22	65.25	48804	05/11/22
		3033.04.25.2	82959 Draper St.	04/25/22	75.97	48804	05/11/22
		7846.04.25.2	830 6th St.	04/25/22	244.54	48804	05/11/22
		7851.04.25.2	822 6TH ST	04/25/22	62.82	48804	05/11/22
		8476.04.25.2	1205 W 3RD St.	04/25/22	429.85	48804	05/11/22
	Total 351:				1,008.92		
<b>355</b>							
355	Casiday Battery Co.	14669	Sewer Plant	04/04/22	99.90	48805	05/11/22
	Total 355:				99.90		
<b>367</b>							
367	CenturyLink	678B.04.25.2	Police Dept Phones	04/25/22	91.08	48807	05/11/22
	Total 367:				91.08		
<b>391</b>							
391	CI INFORMATION MANAGMEN	0134113	PD Shred Services	04/30/22	50.74	48895	05/25/22
		0134114	Onsite document shred	04/30/22	50.74	48895	05/25/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 391:					101.48		
<b>439</b>							
439	Concrete Special Ties, Inc.	73956	Concrete Supplies	04/26/22	14.16	48811	05/11/22
Total 439:					14.16		
<b>478</b>							
478	Creative Product Source, Inc.	CPI093588	Program Supplies	02/23/22	250.37	48813	05/11/22
Total 478:					250.37		
<b>487</b>							
487	Crystal Clear Ice, LLC	20-204174	Ice for Marina Resale	04/28/22	145.92	48814	05/11/22
Total 487:					145.92		
<b>550</b>							
550	DEQ - Dept. of Environmental Q	PERMIT#101	Power City and Brownell Water and Sewer Extensions Project	05/24/22	268.00	Multiple	05/25/22
		WQ23IND-00	Water Quality Permit	05/13/22	3,848.00	48954	05/25/22
		WQ23WSC-0	Design Capacity Average Dry Weather Flow	04/22/22	190.00	48817	05/11/22
		WWT CERT	Duane Dyer-WW Operator Cert	05/16/22	160.00	Multiple	05/25/22
Total 550:					4,466.00		
<b>559</b>							
559	Devin Oil Company Inc	331130	Public Works Fuel	04/28/22	3,261.77	48818	05/11/22
		331131	Golf Course Fuel	04/28/22	1,294.91	48818	05/11/22
		331204	Golf Course Fuel	05/09/22	542.31	48899	05/25/22
		CL65580	Public Works Fuel	05/01/22	355.80	48899	05/25/22
		CL65580	Public Works Fuel	05/01/22	355.80	48899	05/25/22
		CL65580	Public Works Fuel	05/01/22	355.80	48899	05/25/22
		CL65580	Public Works Fuel	05/01/22	355.81	48899	05/25/22
		CL65580	Building Dept Fuel	05/01/22	82.35	48899	05/25/22
		CL65581	PD Fuel	05/01/22	1,431.11	48899	05/25/22
		CL65816	Public Works Fuel	05/15/22	426.68	48899	05/25/22
		CL65816	Public Works Fuel	05/15/22	426.68	48899	05/25/22
		CL65816	Public Works Fuel	05/15/22	426.68	48899	05/25/22
		CL65816	Public Works Fuel	05/15/22	426.68	48899	05/25/22
		CL65817	PD Fuel	05/01/22	1,609.00	48899	05/25/22
Total 559:					11,351.38		
<b>628</b>							
628	East Oregonian	291680	planning commission notice	04/30/22	204.75	48821	05/11/22
Total 628:					204.75		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>635</b>							
635	Eastern Oregon Telecom, LLC	0317.05.01.2	Golf Course	05/01/22	723.34	48822	05/11/22
		8743.05.01.2	Marina Internet	05/01/22	246.50	48822	05/11/22
		8743.05.01.2	City Hall Internet	05/01/22	3.34	48822	05/11/22
		8743.05.01.2	Shop Internet	05/01/22	42.69	48822	05/11/22
		8743.05.01.2	WWTP Internet	05/01/22	280.63	48822	05/11/22
		8743.05.01.2	City Hall Internet	05/01/22	10.03	48822	05/11/22
		8743.05.01.2	City Hall Internet	05/01/22	236.94	48822	05/11/22
		8743.05.01.2	Police Dept. Internet	05/01/22	237.94	48822	05/11/22
		8743.05.01.2	Boyd's Place	05/01/22	102.91	48822	05/11/22
Total 635:					1,884.32		
<b>659</b>							
659	Elmer's Irrigation & Supply	309829	Irrigation Supplies	04/01/22	77.84	48824	05/11/22
		310603	Irrigation Supplies	04/11/22	234.39	48824	05/11/22
Total 659:					312.23		
<b>674</b>							
674	EOTEC	1QTR2022	tourism Promotion Assessment	05/01/22	6,466.76	48826	05/11/22
Total 674:					6,466.76		
<b>700</b>							
700	Express Services, Inc.	27069793	Temp Service-Court Clerk	04/20/22	943.92	48827	05/11/22
		27108185	Temp Service-Court Clerk	04/27/22	993.60	48827	05/11/22
		27133571	Temp Service-Court Clerk	05/04/22	993.60	48901	05/25/22
Total 700:					2,931.12		
<b>712</b>							
712	FastTrack	2716GROUS	2716 Grouse St. Utility Refund	04/27/22	64.90	48828	05/11/22
		2740GROUS	UTILITY REFUND-2740 Grouse St.	05/06/22	35.20	48828	05/11/22
		MAY2022-AP	Refund on 2668 Grouse St.	05/16/22	56.82	48902	05/25/22
		MAY2022-AP	Refund on 21716 Grouse	05/16/22	35.10	48902	05/25/22
		MAY2022-AP	Refund on 2740 Grouse St.	05/16/22	49.25	48902	05/25/22
		MAY2022-AP	Refund on 2764 Grouse St.	05/16/22	87.00	48902	05/25/22
		MAY2022-AP	Refund on 375 Cardnal Ave.	05/16/22	73.12	48902	05/25/22
Total 712:					401.39		
<b>720</b>							
720	FERGUSON WATERWORKS #3	1086185-1	Water meters	05/05/22	4,455.00	48903	05/25/22
Total 720:					4,455.00		
<b>784</b>							
784	Galls, DBA Blumenthal Uniform	020921097	Police Uniforms	04/14/22	108.69	48904	05/25/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 784:					108.69		
<b>854</b>							
854	Gordon's Electric Inc.	W17171	Electrical work for Light Pole Hit by Car	05/04/22	1,217.07	48905	05/25/22
		W17172	Install Lights Outside Shop	05/04/22	7,132.64	48905	05/25/22
		W17173	Install Lights Outside Shop	05/04/22	5,519.36	48905	05/25/22
Total 854:					13,869.07		
<b>856</b>							
856	Gotcha Covered	345806	Cleaning Services	05/02/22	443.84	48831	05/11/22
		345806	Cleaning Services	05/02/22	383.98	48831	05/11/22
		345806	Cleaning Services	05/02/22	383.98	48831	05/11/22
		345806	Cleaning Services	05/02/22	248.20	48831	05/11/22
Total 856:					1,460.00		
<b>905</b>							
905	H.D. Fowler Company	I6070064	Water Dept Supplies	04/20/22	19.00	48833	05/11/22
		I6090631	Marina Supplies	05/10/22	376.77	48906	05/25/22
Total 905:					395.77		
<b>931</b>							
931	Harrington, Derek	05.02.2022	Reimbursement-chairs for Boyd's Place	05/02/22	675.00	48791	05/05/22
Total 931:					675.00		
<b>960</b>							
960	Carson	6880.04.30.2	Gas for Public Works Vehicles	04/30/22	10.83	48803	05/11/22
		6880.04.30.2	Gas for Public Works Vehicles	04/30/22	17.68	48803	05/11/22
		6880.04.30.2	Gas for Public Works Vehicles	04/30/22	7.01	48803	05/11/22
		6880.04.30.2	Gas for Public Works Vehicles	04/30/22	17.56	48803	05/11/22
Total 960:					53.08		
<b>966</b>							
966	Hermiston Auto Parts, Inc.	625676	Water Dept Supplies	04/12/22	77.26	48835	05/11/22
		626404	Water Dept Supplies	04/08/22	6.33	48835	05/11/22
		626492	Police Dept Supplies	04/11/22	80.76	48835	05/11/22
		626557	shop supplies	04/13/22	14.66	48835	05/11/22
		626557	shop supplies	04/13/22	14.66	48835	05/11/22
		626557	shop supplies	04/13/22	14.66	48835	05/11/22
		626567	Graffiti Removal	04/13/22	13.16	48835	05/11/22
		626640	Golf Course Supplies	04/15/22	84.49	48835	05/11/22
		626641	Golf Course Supplies	04/15/22	12.98	48835	05/11/22
		626780	Water Dept Supplies	04/19/22	6.99	48835	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		626870	street supplies	04/21/22	68.21	48835	05/11/22
		626901	Marina Supplies	04/22/22	10.68	48835	05/11/22
		626986	WWTP Supplies	04/25/22	180.16	48835	05/11/22
		626993	WWTP Supplies	04/25/22	17.50	48835	05/11/22
		627116	Golf Course Supplies	04/28/22	179.26	48835	05/11/22
		627256	Parks Supplies	05/03/22	64.97	48835	05/11/22
	Total 966:				846.73		
<b>980</b>							
980	Hermiston Quicky Lube	513918	Oil Change	04/25/22	47.95	48836	05/11/22
	Total 980:				47.95		
<b>1012</b>							
1012	Home Depot Credit Services	2042215	Water Dept	04/14/22	55.65	48839	05/11/22
		3040376	Parks Supplies	03/25/22	72.00	48839	05/11/22
		3041238	Boyd's Place	04/04/22	50.95	48839	05/11/22
		6041863	Boyd's Place	04/11/22	14.27	48839	05/11/22
		7042618	Boyd's Place	04/20/22	52.94	48839	05/11/22
		7103279	Marina Supplies	03/21/22	30.90	48839	05/11/22
		7555291	Marina Supplies	03/21/22	159.00	48839	05/11/22
		8040825	Boyd's Place	03/30/22	188.77	48839	05/11/22
		9031245	Boyd's Place	03/29/22	31.21	48839	05/11/22
		9040741	Boyd's Place	03/29/22	264.81	48839	05/11/22
		9040787	Parks Supplies	03/29/22	26.95	48839	05/11/22
		9041639	Marina Supplies	04/08/22	43.97	48839	05/11/22
		9512297	Parks Supplies	04/08/22	83.79	48839	05/11/22
	Total 1012:				1,075.21		
<b>1060</b>							
1060	Ingram	59428224	Library Books	05/09/22	17.55	48912	05/25/22
		59428225	Library Books	05/09/22	51.40	48912	05/25/22
		59428226	Library Books	05/09/22	54.42	48912	05/25/22
		59428227	Library Books	05/09/22	50.24	48912	05/25/22
		59428228	Library Books	05/09/22	128.81	48912	05/25/22
	Total 1060:				302.42		
<b>1068</b>							
1068	Intermountain ESD	525P021451	Parks and Rec. Activity Guide	05/03/22	5,055.48	48840	05/11/22
		5987T07648	Computer Equipment	04/13/22	161.79	48840	05/11/22
		598T076555	Computer Equipment	04/13/22	48.77	48840	05/11/22
		CREDIT04.3	Credit on Account	05/01/22	628.62-	48840	05/11/22
	Total 1068:				4,637.42		
<b>1089</b>							
1089	J U B Engineers, Inc.	152274	Umatilla Business Center	04/27/22	428.80	48841	05/11/22
		152274	Umatilla Business Center	04/27/22	428.80	48841	05/11/22
		152313	Transportation System				



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Plan	04/28/22	5,509.10	48841	05/11/22
		152736	Umatilla Wastewater Facilities Plan	05/17/22	7,372.10	48913	05/25/22
		152847	Lewis Street Greenway Replat	05/19/22	1,540.55	48913	05/25/22
		152849	On-Call Engineering Services	05/19/22	576.62	48913	05/25/22
		152849	On-Call Engineering Services	05/19/22	576.61	48913	05/25/22
		152849	PDX 121-130 Development	05/19/22	2,003.60	48913	05/25/22
		152849	PDX 194 Development	05/19/22	2,472.73	48913	05/25/22
		152849	PDX 121-130 Water Treatment Facility	05/19/22	18,855.06	48913	05/25/22
		152849	Hazardous Pipeline Grant Application	05/19/22	1,200.00	48913	05/25/22
		152857	Brownell Water Improvements	05/19/22	22,078.45	48913	05/25/22
		152858	Power City-Brownell Sewer Improvement	05/19/22	23,184.80	48913	05/25/22
Total 1089:					86,227.22		
<b>1112</b>							
1112	Jimmy's Johns Portable Toilets L	17244	Marina & RV Park - 2 Units	05/01/22	195.00	48916	05/25/22
		17244	Hash Park and Soccer Field	05/01/22	300.00	48916	05/25/22
Total 1112:					495.00		
<b>1141</b>							
1141	Jones-Scott co.	46958	3/4 Minus Rock - Streets	04/20/22	1,175.90	48842	05/11/22
		48949	3/4 Minus Rock - Streets	04/19/22	891.87	48842	05/11/22
Total 1141:					2,067.77		
<b>1189</b>							
1189	KIE Supply Corp	2060289	Parks Supplies	03/29/22	32.65	48844	05/11/22
		2062173	Marina Sprinkler	04/28/22	114.07	48844	05/11/22
		2062456	Marina Sprinkler	05/03/22	139.06	48844	05/11/22
		2062457	Marina Sprinkler	05/03/22	2.50	48844	05/11/22
		2062526	Park Dept Supplies	05/04/22	162.08	48919	05/25/22
		2062528	Parks Supplies	05/04/22	92.39	48844	05/11/22
		2063236	Water Dept Supplies	05/17/22	12.29	48919	05/25/22
		2063532	Marina Sprinkler	05/20/22	201.08	48919	05/25/22
		2063533	Marina Sprinkler	05/20/22	66.00	48919	05/25/22
Total 1189:					822.12		
<b>1207</b>							
1207	Kookee LLC	BUSINESSG	Local Business Grant Program-Maple Moose Coffee	05/16/22	2,750.00	48921	05/25/22
		LOCALBUSI	Local Business Grant Program-Maple Moose				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Coffee	05/06/22	24,750.00	48845	05/11/22
Total 1207:					27,500.00		
<b>1208</b>							
1208	Kopacz Nursery & Florist	100765	Boyd's Place	04/03/22	300.00	48922	05/25/22
		101972	Trees	04/26/22	2,429.25	48922	05/25/22
		101974	Trees	04/28/22	125.95	48922	05/25/22
		104645	Employee Bereavement Gift	05/16/22	29.44	48922	05/25/22
		104645	Flowers for Marina	05/16/22	45.90	48922	05/25/22
Total 1208:					2,930.54		
<b>1211</b>							
1211	Krogh, Theresa	APRIL2022	Weddings	05/01/22	275.00	48846	05/11/22
Total 1211:					275.00		
<b>1221</b>							
1221	Kuo Testing Labs	2204373	TRCI Lab Tests TBR	04/26/22	85.10	48847	05/11/22
		2205010	TRCI Lab Tests TBR	05/03/22	85.10	48923	05/25/22
		2205177	TRCI Lab Tests TBR	05/10/22	85.10	48923	05/25/22
Total 1221:					255.30		
<b>1263</b>							
1263	Les Schwab Tires	1801309318	Tires/Repairs	04/29/22	211.96	48848	05/11/22
		1801309328	Tires/Repairs	04/29/22	518.56	48848	05/11/22
Total 1263:					730.52		
<b>1461</b>							
1461	Mid-American Research Chemic	0760410-IN	Black Nitrile Gloves	04/22/22	575.74	48850	05/11/22
Total 1461:					575.74		
<b>1561</b>							
1561	Norco Inc.	34833384	Cylinder Rental	05/01/22	47.70	48924	05/25/22
		34833384	Cylinder Rental	05/01/22	47.70	48924	05/25/22
Total 1561:					95.40		
<b>1563</b>							
1563	North Coast Electric Co.	S010924340.	Flag holder	05/27/21	3,347.84	48925	05/25/22
		S011277237.	Fixture	12/12/21	1,974.35	48925	05/25/22
Total 1563:					5,322.19		
<b>1580</b>							
1580	NW Farm Supply Inc.	2204-240463	Park Supplies	04/08/22	111.92	48851	05/11/22
		2204-250407	street supplies	04/26/22	18.99	48851	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1580:					130.91		
<b>1599</b>							
1599	OHA Cashier	ANNUALWAT	PSW ID#OR4100914	05/01/22	1,500.00	48927	05/25/22
		MARINA-AN	PWS ID#OR4190873	05/01/22	75.00	48927	05/25/22
Total 1599:					1,575.00		
<b>1615</b>							
1615	One Call Concepts, Inc.	2040509	Regular Tickets, Modem Delivery	04/30/22	52.80	48852	05/11/22
Total 1615:					52.80		
<b>1627</b>							
1627	Oregon Accreditation Alliance	1827	Annual Agency Fee PD	05/01/22	1,963.00	48853	05/11/22
Total 1627:					1,963.00		
<b>1636</b>							
1636	Oregon Dept of Revenue	STATEASSE	State Court Assessments	05/01/22	15,711.28	48854	05/11/22
Total 1636:					15,711.28		
<b>1676</b>							
1676	OXARC Inc.	31531211	Clothing allowance	04/29/22	18.58-	48929	05/25/22
		31531211	Clothing Allowance	04/29/22	18.58-	48929	05/25/22
		31539588	parks supplies	05/13/22	22.32	48929	05/25/22
		31542780	Chlorine Cylinders	05/18/22	610.84	48929	05/25/22
		31542781	Chlorine Cylinders	05/18/22	1,156.61	48929	05/25/22
		31542782	Chlorine Cylinders	05/18/22	1,156.61	48929	05/25/22
		31542783	Chlorine Cylinders	05/06/22	578.31	48929	05/25/22
Total 1676:					3,487.53		
<b>1684</b>							
1684	Pacific Power	0021.04.27.2	McNary Ind. Park Lift	04/27/22	7,766.64	48855	05/11/22
		0028.04.25.2	golf course	04/25/22	2,075.88	48855	05/11/22
		0036.04.25.2	Boyd's Place	04/25/22	65.92	48855	05/11/22
		0039.04.22.2	McFarland Well	04/22/22	1,861.56	48855	05/11/22
		0054.04.22.2	282 Powerline Rd.	04/22/22	17.70	48855	05/11/22
		0096.04.22.2	6th & A St.	04/22/22	19.21	48855	05/11/22
		0104.04.22.2	Street Lights	04/22/22	2,658.76	48855	05/11/22
		0377.04.22.2	Bath House Marina	04/22/22	396.20	48855	05/11/22
		0385.04.22.2	Fish Cleaning Station	04/22/22	19.61	48855	05/11/22
		0393.04.22.2	West End Comfort Station	04/22/22	23.13	48855	05/11/22
		0401.04.22.2	15 HP Pump Marina Levy	04/22/22	235.25	48855	05/11/22
		0419.04.22.2	Quincy Ave. N 2nd @ Marina	04/22/22	166.40	48855	05/11/22
		0427.04.22.2	Marina Park	04/22/22	961.48	48855	05/11/22
		0435.04.29.2	1710 Quincy St.	04/29/22	87.16	48930	05/25/22
		0443.05.12.2	Marina Lights	05/12/22	134.04	48930	05/25/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0476.04.22.2	ABT 30322 HWY 730	04/22/22	24.25	48855	05/11/22
Total 1684:					16,513.19		
<b>1715</b>							
1715	Pea Ridge Embroidery	38602	City Merchandise	05/17/22	1,305.50	48931	05/25/22
		38620	Landing Days	05/20/22	5,500.00	48931	05/25/22
		38621	Landing Days	05/20/22	544.00	48931	05/25/22
Total 1715:					7,349.50		
<b>1763</b>							
1763	Platt	2041255	Parks Supplies	05/10/22	97.60	48935	05/25/22
Total 1763:					97.60		
<b>1791</b>							
1791	PRO RENTAL & SALES, INC.	1670903-000	Lift for Flags on 6TH Street	05/09/22	382.48	48936	05/25/22
Total 1791:					382.48		
<b>1818</b>							
1818	Quill Corporation	24678934	Marina Supplies	04/21/22	161.98	48937	05/25/22
		24964724	Office Supplies	05/05/22	4.65	48937	05/25/22
		24964724	Office Supplies	05/05/22	.92	48937	05/25/22
		24964724	Office Supplies	05/05/22	1.86	48937	05/25/22
		24964724	Office Supplies	05/05/22	2.79	48937	05/25/22
		24964724	Office Supplies	05/05/22	2.79	48937	05/25/22
		24964724	Office Supplies	05/05/22	1.86	48937	05/25/22
		24964724	Office Supplies	05/05/22	.29	48937	05/25/22
		24970865	Office Supplies	05/05/22	9.82	48937	05/25/22
		24970865	Office Supplies	05/05/22	1.95	48937	05/25/22
		24970865	Office Supplies	05/05/22	3.93	48937	05/25/22
		24970865	Office Supplies	05/05/22	5.89	48937	05/25/22
		24970865	Office Supplies	05/05/22	5.89	48937	05/25/22
		24970865	Office Supplies	05/05/22	3.93	48937	05/25/22
		24970865	Office Supplies	05/05/22	.58	48937	05/25/22
		25054165	Office Supplies	05/05/22	87.16	48937	05/25/22
		25054165	Office Supplies	05/05/22	17.32	48937	05/25/22
		25054165	Office Supplies	05/05/22	34.92	48937	05/25/22
		25054165	Office Supplies	05/05/22	52.24	48937	05/25/22
		25054165	Office Supplies	05/05/22	52.24	48937	05/25/22
		25054165	Office Supplies	05/05/22	34.92	48937	05/25/22
		25054165	Office Supplies	05/05/22	5.12	48937	05/25/22
		25086055	Office Supplies	05/11/22	6.16	48937	05/25/22
		25086055	Office Supplies	05/11/22	1.22	48937	05/25/22
		25086055	Office Supplies	05/11/22	2.47	48937	05/25/22
		25086055	Office Supplies	05/11/22	3.69	48937	05/25/22
		25086055	Office Supplies	05/11/22	3.69	48937	05/25/22
		25086055	Office Supplies	05/11/22	2.47	48937	05/25/22
		25086055	Office Supplies	05/11/22	.37	48937	05/25/22
		25141545	Marina Supplies	05/13/22	42.32	48937	05/25/22
		25244756	Office Supplies	05/18/22	19.64	48937	05/25/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		25244756	Office Supplies	05/18/22	3.90	48937	05/25/22
		25244756	Office Supplies	05/18/22	7.87	48937	05/25/22
		25244756	Office Supplies	05/18/22	11.77	48937	05/25/22
		25244756	Office Supplies	05/18/22	11.77	48937	05/25/22
		25244756	Office Supplies	05/18/22	7.87	48937	05/25/22
		25244756	Office Supplies	05/18/22	1.16	48937	05/25/22
	Total 1818:				619.42		
<b>1846</b>							
1846	RDO Equipment Co.	P5045165	Parks Sprayer	04/26/22	69.99	48938	05/25/22
		P5127865	John Deere Mower Parts	05/06/22	21.24	48938	05/25/22
		W4815065	John Deere Mower Parts	05/03/22	1,590.07	48859	05/11/22
	Total 1846:				1,681.30		
<b>1853</b>							
1853	Reese Concrete Products	015631	Storm Drains-Street	05/10/22	1,037.13	48939	05/25/22
	Total 1853:				1,037.13		
<b>1912</b>							
1912	Ross Machine & Steel Sales, Inc	63398	Nugent	04/08/22	5.00	48862	05/11/22
	Total 1912:				5.00		
<b>1940</b>							
1940	SANDOVAL, Nanci	504470R001	Reimbursement for Boyd's Place	05/09/22	55.28	48863	05/11/22
		IIMCANNUA	Travel Expense Reimbursement	05/16/22	324.50	48885	05/23/22
	Total 1940:				379.78		
<b>1943</b>							
1943	Sanitary Disposal, Inc.	APRIL2022	Refuse Collection	04/30/22	47,107.25	48941	05/25/22
	Total 1943:				47,107.25		
<b>1944</b>							
1944	Sanitary Disposal, Transfer St	151	Bio Solids	04/30/22	29.55	48942	05/25/22
	Total 1944:				29.55		
<b>1977</b>							
1977	Seder Architecture + Urban Des,	28	Umatilla Businesss Center	05/19/22	1,831.80	48943	05/25/22
		28	Umatilla Business Center	05/19/22	1,831.80	48943	05/25/22
	Total 1977:				3,663.60		
<b>2021</b>							
2021	Simplot Grower Solutions	757139611	Parks supplies	04/21/22	1,640.00	48864	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2021:					1,640.00		
<b>2059</b>							
2059	Smitty's Ace Hardware	670347	Dock Pipe Repairs	04/22/22	10.93	48865	05/11/22
		670673	Parks Supplies	04/28/22	83.50	48865	05/11/22
		670764	water dept.	04/29/22	47.97	48865	05/11/22
		670769	Park Supplies	04/29/22	71.99	48865	05/11/22
		670916	Golf Course Supplies	05/03/22	105.16	48944	05/25/22
		671029	Golf Course Supplies	05/04/22	87.95	48944	05/25/22
		671171	Park Supplies	05/06/22	171.52	48944	05/25/22
		671172	Clothing Allowance	05/06/22	24.99	48944	05/25/22
		671172	Clothing Allowance	05/06/22	25.00	48944	05/25/22
		671182	Park Supplies	05/06/22	70.95	48944	05/25/22
		671447	Code Enforcement Supplies	05/11/22	62.12	48944	05/25/22
		671528	Golf Course Supplies	05/12/22	84.93	48944	05/25/22
		671736	Golf Course Supplies	05/16/22	47.95	48944	05/25/22
Total 2059:					894.96		
<b>2067</b>							
2067	SOTELO, SUSANA	05.16.2022	Training Expense Reimbursement	05/16/22	303.79	48886	05/23/22
Total 2067:					303.79		
<b>2076</b>							
2076	Specks Printing	8840	Business Cards-Sotelo	05/05/22	65.00	48866	05/11/22
		8846	Printed Forms and Supplies	05/20/22	197.59	48945	05/25/22
		8846	Printed Forms and Supplies	05/20/22	39.52	48945	05/25/22
		8846	Printed Forms and Supplies	05/20/22	79.04	48945	05/25/22
		8846	Printed Forms and Supplies	05/20/22	11.29	48945	05/25/22
		8846	Printed Forms and Supplies	05/20/22	118.56	48945	05/25/22
		8846	Printed Forms and Supplies	05/20/22	118.55	48945	05/25/22
Total 2076:					629.55		
<b>2148</b>							
2148	Talos Engineering, Inc.	1968	PLC Programs for scaling of flow meters	04/15/22	1,093.50	48784	04/27/22
		1968	PLC Programs for scaling of flow meters	04/15/22	1,093.50	48947	05/25/22
Total 2148:					2,187.00		
<b>2152</b>							
2152	Tassie, Matt	101879901	Reimbursement-Clothing				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Allowance	05/16/22	350.00	48887	05/23/22
Total 2152:					350.00		
<b>2227</b>							
2227	Traffic Safety Supply Co.	92533A	Street Signs	04/25/22	10,891.90	48786	Multiple
		92533A	Street Signs	04/25/22	10,891.90-		
Total 2227:					.00		
<b>2264</b>							
2264	Umatilla Chamber of Commerce	1QTR2022	TRT	05/01/22	8,419.20	48870	05/11/22
		1QTR2022	TRT Grant	05/01/22	5,250.00	48870	05/11/22
Total 2264:					13,669.20		
<b>2268</b>							
2268	Umatilla County Attn: Finance	COUNTYAS	County Court Assessments	05/01/22	2,063.72	48871	05/11/22
Total 2268:					2,063.72		
<b>2281</b>							
2281	Umatilla Elect. Coop. Assoc.	4907.05.01.2	Lights for Waterfall	05/01/22	36.23	48948	05/25/22
		6190.05.01.2	60 HP Pump	05/01/22	66.64	48948	05/25/22
		6190.05.01.2	Beach Access	05/01/22	77.00	48948	05/25/22
		7216.05.01.2	5 HP Sewer Pump	05/01/22	43.64	48948	05/25/22
		7216.05.01.2	Electric	05/01/22	103.61	48948	05/25/22
Total 2281:					327.12		
<b>2289</b>							
2289	Umatilla Ready-Mix, Inc.	11292	Eco Blocks	04/22/22	1,125.00	48872	05/11/22
Total 2289:					1,125.00		
<b>2293</b>							
2293	Unifirst Corporation	1430325860	Waste Water Supplies	04/26/22	29.65	48873	05/11/22
		1430325861	Shop Supplies and Mats	04/26/22	29.00	48873	05/11/22
		1430325862	Marina Mop Heads	04/26/22	28.50	48873	05/11/22
		1430325863	Golf Course	04/26/22	43.15	48873	05/11/22
		1430326165	Bldg Maint/Supplies CH/Library	04/29/22	10.56	48873	05/11/22
		1430326165	Bldg Maint/Supplies CH/Library	04/29/22	16.36	48873	05/11/22
		1430326165	Bldg Maint/Supplies CH/Library	04/29/22	16.37	48873	05/11/22
		1430326495	Waste Water Supplies	05/03/22	125.28	48873	05/11/22
		1430326496	Shop Supplies and Mats	05/03/22	29.44	48873	05/11/22
		1430326497	Marina Mop Heads	05/03/22	28.93	48873	05/11/22
		1430326809	Bldg Maint/Supplies CH/Library	05/06/22	11.29	48949	05/25/22
		1430326809	Bldg Maint/Supplies CH/Library	05/06/22	17.50	48949	05/25/22
		1430326809	Bldg Maint/Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			CH/Library	05/06/22	17.50	48949	05/25/22
		1430327130	Golf Course	05/10/22	46.15	48949	05/25/22
		1430327131	Police Mats	05/10/22	33.00	48949	05/25/22
		1430327418	Bldg Maint/Supplies	05/13/22	11.29	48949	05/25/22
			CH/Library				
		1430327418	Bldg Maint/Supplies	05/13/22	17.50	48949	05/25/22
			CH/Library				
		1430327418	Bldg Maint/Supplies	05/13/22	17.50	48949	05/25/22
			CH/Library				
		1430327752	Waste Water Supplies	05/17/22	32.65	48949	05/25/22
		1430327753	Shop Supplies and Mats	05/17/22	32.00	48949	05/25/22
		1430327754	Marina Mop Heads	05/17/22	31.50	48949	05/25/22
		1430327756	Police Mats	05/17/22	33.00	48949	05/25/22
		1430328072	Bldg Maint/Supplies	05/20/22	11.29	48949	05/25/22
			CH/Library				
		1430328072	Bldg Maint/Supplies	05/20/22	17.50	48949	05/25/22
			CH/Library				
		1430328072	Bldg Maint/Supplies	05/20/22	17.50	48949	05/25/22
			CH/Library				
	Total 2293:				704.41		
<b>2307</b>							
2307	UPS	0000084WV8	Postage for PD	04/23/22	14.01	48874	05/11/22
		0000084WV8	PD Postage	04/30/22	23.96	48950	05/25/22
	Total 2307:				37.97		
<b>2314</b>							
2314	USA Bluebook Inc.	985924	Sewer Supplies	05/20/22	1,215.33	48951	05/25/22
	Total 2314:				1,215.33		
<b>2337</b>							
2337	Verizon Wireless	9904277976	Mobile Hotspots	04/15/22	149.90	48875	05/11/22
	Total 2337:				149.90		
<b>2466</b>							
2466	Wyatt Enterprises	220731	Paid Wrong Court-Omar Flores, Luis Lopez Ramirez, Sergio Alcala	05/01/22	4,120.00	48879	05/11/22
		220732ALVA	Citation Voided-Sergio Alcala Alvarez	05/01/22	440.00	48879	05/11/22
	Total 2466:				4,560.00		
<b>2487</b>							
2487	Zita, Jan	OREGONRE	Training	05/31/22	143.50	48888	05/23/22
	Total 2487:				143.50		
<b>2557</b>							
2557	Hermiston Ranch & Home	2204-651144	Ratchet Straps	04/25/22	19.99	48837	05/11/22



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2205-691102	Truck Hitch-Colemen	05/18/22	225.98	48909	05/25/22
Total 2557:					245.97		
<b>2612</b>							
2612	Hermiston Transportation	5139	Taxi Ticket Redemption	05/09/22	459.00	48910	05/25/22
Total 2612:					459.00		
<b>2719</b>							
2719	Oregon Media LLC	8246-R	Eastern Oregon Visitor Guide	05/06/22	1,600.00	48928	05/25/22
Total 2719:					1,600.00		
<b>2723</b>							
2723	T Mobile	8369.05.13.2	Library hotspots	05/13/22	189.00	48867	05/11/22
Total 2723:					189.00		
<b>2852</b>							
2852	City of Umatilla	1002.05.20.2	Boyd's Place	05/01/22	88.87	48896	05/25/22
		6002.05.20.2	Marina Refuse	05/01/22	803.36	48896	05/25/22
		8092.05.20.2	Golf Course Refuse	05/01/22	114.80	48896	05/25/22
		8360.05.20.2	dropbox	05/01/22	2,047.80	48896	05/25/22
Total 2852:					3,054.83		
<b>2892</b>							
2892	First Book Marketplace	700507895	Books	05/06/22	41.00	48829	05/11/22
Total 2892:					41.00		
<b>2924</b>							
2924	Blackstone Publishing	2029649	audio books	03/14/22	57.85	48798	05/11/22
		2040881	audio books	04/28/22	30.95	48798	05/11/22
Total 2924:					88.80		
<b>2928</b>							
2928	Hermiston Plumbing Worx LLC	624	Golf Course	05/19/22	652.00	48908	05/25/22
Total 2928:					652.00		
<b>2938</b>							
2938	Khehra Brothers LLC	JUNELEASE	Pro Shop Rent	06/01/22	1,500.00	48918	05/25/22
Total 2938:					1,500.00		
<b>2960</b>							
2960	Pendleton Bottling Co.	4499008400	Retail for Golf Course	05/06/22	271.50	48932	05/25/22
		4499009046	Retail for Golf Course	05/20/22	322.40	48932	05/25/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2960:					593.90		
<b>2981</b>							
2981	Doug's Septic Service Inc.	24549	Portable Toilet-Golf Course	04/30/22	300.00	48820	05/11/22
Total 2981:					300.00		
<b>2995</b>							
2995	Vern's Food Service Distribution	196423-00	Golf Course	04/28/22	287.89	48876	05/11/22
		199948-00	Golf Course	05/18/22	325.69	48952	05/25/22
Total 2995:					613.58		
<b>3006</b>							
3006	Cobra Puma Golf	G2866254	Golf Course Retail for Pro Shop	04/05/22	1,186.00	48897	05/25/22
		G2909244	Golf Course Retail for Pro Shop	04/29/22	199.74	48809	05/11/22
		G2911340	Golf Course Retail for Pro Shop	05/02/22	453.17	48809	05/11/22
		G2913889	Golf Course Retail for Pro Shop	05/03/22	1,285.98	48809	05/11/22
		G2918038	Golf Course Retail for Pro Shop	05/05/22	175.73	48897	05/25/22
		G2941976	Golf Course Retail for Pro Shop	05/17/22	132.48	48897	05/25/22
		G2944796	Golf Course Retail for Pro Shop	05/18/22	1,411.40	48897	05/25/22
Total 3006:					4,844.50		
<b>3020</b>							
3020	Western Display Fireworks, LTD	22-7029	Fireworks Show	03/01/22	1,875.00	48504	03/10/22
		22-7029	Second installment-Fireworks show	03/01/22	1,875.00	48953	05/25/22
Total 3020:					3,750.00		
<b>3024</b>							
3024	Hodgen Distributing	254049	Retail Product for Golf Course	04/26/22	229.70	48838	05/11/22
		254886	Retail Product for Golf Course	05/10/22	311.78	48911	05/25/22
		255335	Retail Product for Golf Course	05/17/22	101.10	48911	05/25/22
Total 3024:					642.58		
<b>3042</b>							
3042	Keister, Hannah	04.29.2022	Reimbursement-Rec. Prg. Supplies	04/29/22	55.80	48792	05/05/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3042:					55.80		
<b>3043</b>							
3043	DirectTV	039513239X	TV for Golf Course	05/01/22	146.99	48900	05/25/22
Total 3043:					146.99		
<b>3044</b>							
3044	Planet Turf	1000108	Golf Course	05/13/22	770.48	48934	05/25/22
		24673	Golf Course	05/04/22	600.30	48856	05/11/22
		24687	Golf Course	05/04/22	708.76	48856	05/11/22
Total 3044:					2,079.54		
<b>3050</b>							
3050	James Dean Construction, INC.	HYDRANTM	Hydrant Meter Deposit-#6 Wanapa Rd. Project	05/16/22	1,400.00	48915	05/25/22
		PAYREQUES	Wanapa Road and Utilities Extension Project	05/23/22	462,310.81	48915	05/25/22
Total 3050:					463,710.81		
<b>3146</b>							
3146	Columbia Basin Bait	183794	Bait for marina resale	05/05/22	155.00	48810	05/11/22
Total 3146:					155.00		
<b>3184</b>							
3184	Traffic Safety Warehouse	92533A	Street Signs	04/25/22	10,891.90	48869	05/11/22
Total 3184:					10,891.90		
<b>3239</b>							
3239	Roberts, Chris	1657	Firewood for Marina	05/02/22	625.00	48860	05/11/22
		MAY2022	RV & Marina Camp Host	06/01/22	800.00	48940	05/25/22
Total 3239:					1,425.00		
<b>3261</b>							
3261	Kleinschmidt Associates	0002022041	Water Diversion Upgrade Design	05/06/22	14,805.23	48920	05/25/22
Total 3261:					14,805.23		
<b>3268</b>							
3268	Rock Solid Sand & Gravel LLC	3436	Sand for Marina	04/29/22	655.08	48861	05/11/22
Total 3268:					655.08		
<b>3306</b>							
3306	Tidewater Environmental Service	TES007591	Project ORI-39122	04/28/22	78,886.30	48868	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3306:					78,886.30		
<b>3309</b>							
3309	Portland Party Works	9183679	Landing Days-Kids Korner	04/15/22	2,303.54	48857	05/11/22
		9189825	Landing Days-Kids Korner	04/15/22	1,197.50	48857	05/11/22
Total 3309:					3,501.04		
<b>3332</b>							
3332	Kegler Development	409DARKCA	Refund on Utility Account	05/05/22	1,632.16	48843	05/11/22
Total 3332:					1,632.16		
<b>3333</b>							
3333	DCNP Holdings Umatilla Propert	DOWNTOW	Downtown Revitalization Grant Program	05/06/22	26,500.00	48816	05/11/22
Total 3333:					26,500.00		
<b>3334</b>							
3334	Genesis Yeanette Lugo Zuniga	05.04.2022	Program Supplies	05/04/22	91.42	48830	05/11/22
Total 3334:					91.42		
<b>3335</b>							
3335	Cutchen Consulting & Communi	SI-1	Consulting	05/01/22	13,826.13	48815	05/11/22
Total 3335:					13,826.13		
<b>3336</b>							
3336	AAA Renovation & Construction	285MERRIC	Utility Refund-285 Merrick Ave.	05/01/22	110.76	48795	05/11/22
Total 3336:					110.76		
<b>3337</b>							
3337	Anthem Transport, LLC	220424REE	Overpayment 220424 Maurice Reed	05/01/22	215.00	48796	05/11/22
Total 3337:					215.00		
<b>3338</b>							
3338	McCourt, Adam	220302MCC	Overpayment 220302 Adam McCourt	05/01/22	40.00	48849	05/11/22
Total 3338:					40.00		
<b>3339</b>							
3339	Graham, June	62449GRAH	Overpayment 62449 Graham	05/01/22	6.27	48832	05/11/22
Total 3339:					6.27		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>3340</b>							
3340	Volcom Inc.	220631ESPI	Paid Wrong Court Cit#627203 Rolando Espinoza	05/01/22	150.00	48877	05/11/22
Total 3340:					150.00		
<b>3341</b>							
3341	Em Cargo LLC	212713IVAN	Duplicate Payment Ghennadi Ivanov	05/01/22	150.00	48825	05/11/22
Total 3341:					150.00		
<b>3342</b>							
3342	Haidari, Omid	220366HAID	Overpayment 220366 Omid Haidari	05/01/22	260.00	48834	05/11/22
Total 3342:					260.00		
<b>3343</b>							
3343	Chamos Express LLC.	220717SAR	Paid Wrong Court Lesnier Mesa Sardina Cit#628651	05/01/22	440.00	48808	05/11/22
Total 3343:					440.00		
<b>3344</b>							
3344	Castellanos, Jesus	220549CAST	Overpayment 220549 Jesus Castellanos	05/01/22	215.00	48806	05/11/22
Total 3344:					215.00		
<b>3345</b>							
3345	Elder Logistics INC.	220428LOR	220428 Duplicate Payment -Daniel Lord	05/01/22	452.98	48823	05/11/22
Total 3345:					452.98		
<b>3346</b>							
3346	Crafton, Vance	877-21-0002	Overpaid SDC	04/27/22	510.00	48812	05/11/22
		877-21-0002	Overpaid SDC	04/27/22	612.00	48812	05/11/22
		877-21-0002	Overpaid SDC	04/27/22	22.44	48812	05/11/22
Total 3346:					1,144.44		
<b>3347</b>							
3347	Dixie Earle	SLIPRELEA	Slip Release #B1	05/01/22	360.00	48819	05/11/22
Total 3347:					360.00		
<b>3348</b>							
3348	Waite, Chris	05.10.22	Travel Reimbursement- Interview	05/10/22	449.86	48878	05/11/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3348:					449.86		
<b>3349</b>							
3349	Campos, Salud	05.10.2022	Reimbursement for Infatables Purchase	05/10/22	25.72	48801	05/11/22
Total 3349:					25.72		
<b>3350</b>							
3350	Powerline Storage LLC.	LBG.04.10.2	Local Business Grant Program	05/10/22	22,125.00	48858	05/11/22
Total 3350:					22,125.00		
<b>3352</b>							
3352	JTI Roofing	L2F17P2128	Permits Refund-Paid Wrong Court	05/17/22	118.50	48917	05/25/22
Total 3352:					118.50		
<b>3353</b>							
3353	Haigh Heating & Cooling	2336	Heating & Cooling Maintenance	05/16/22	1,968.50	48907	05/25/22
		2336	Heating & Cooling Maintenance	05/16/22	1,968.50	48907	05/25/22
		2336	Heating & Cooling Maintenance	05/16/22	1,968.50	48907	05/25/22
		2336	Heating & Cooling Maintenance	05/16/22	1,968.50	48907	05/25/22
Total 3353:					7,874.00		
<b>3354</b>							
3354	Peterson, Jason	355BOBWHI	Utility Refund-355 Bobwhite Ave.	05/20/22	33.33	48933	05/25/22
Total 3354:					33.33		
<b>3355</b>							
3355	Northwest Marine & Sport	6CJL-110232	Yakima 2022 Motor	05/20/22	9,150.00	48926	05/25/22
Total 3355:					9,150.00		
<b>3356</b>							
3356	Bigg Time Entertainment Inc.	LANDINGDA	Landing Days Entertainment	05/01/22	5,000.00	48892	05/25/22
Total 3356:					5,000.00		
<b>3357</b>							
3357	Century Industries, LLC	0024949	Century FR4540 Mobile Stage	05/24/22	254,678.00	48894	05/25/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3357:					254,678.00		
<b>3358</b>							
3358	Specter Instruments, LLC	45C00104-20	WIN-911 license subscription public works	05/20/22	330.00	48946	05/25/22
		45C00104-20	WIN-911 license subscription public works	05/20/22	330.00	48946	05/25/22
Total 3358:					660.00		
<b>3359</b>							
3359	James and Debra Ross	GDSTOR419	Initial Payment - Purchase of Manufactured Home	05/24/22	42,500.00	48914	05/25/22
Total 3359:					42,500.00		
Grand Totals:					1,321,941.02		

## Report Criteria:

Detail report type printed

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 42-2022 - A resolution authorizing the City Manager to execute a Maintenance Assistance Grant agreement between the State of Oregon Marine Board and the City of Umatilla	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> N/A	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> N/A	

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

[RES 42-2022.docx](#)

[RES 42-2022 MAG Grant Agreement 2021-2023.pdf](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 42-2022
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<b>Consistent with Council Goals:</b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.
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**RESOLUTION NO. 42-2022**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE ASSISTANCE GRANT AGREEMENT BETWEEN THE STATE OF OREGON MARINE BOARD AND THE CITY OF UMATILLA**

**WHEREAS**, the City submitted a Maintenance Assistance Grant (MAG) application to the Oregon State Marine Board (OSMB); and

**WHEREAS**, the MAG Program was established in 1985 to assist with the cost of maintaining improved boating access sites throughout the state; and

**WHEREAS**, in 1995 the MAG Program was expanded to include federal Clean Vessel Act (CVA) funds for installation, replacement and maintenance of boat sewage collection systems such as pumpouts, dump stations and floating restrooms; and

**WHEREAS**, the City incurs ongoing maintenance expenses related to the operations of the Umatilla Marina that qualify for assistance under the MAG Program; and

**WHEREAS**, the City of Umatilla has available local matching funds to fulfill its share of obligation related to this grant application.

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

Section 1: The City Manager is authorized to execute a MAG grant agreement, and any subsequent amendments, on behalf of the City with OSMB, for a grant of \$18,900 to be used for the 2021-2022 and 2022-2023 fiscal years.

**PASSED** by the City Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022.

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

ATTEST:

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

**MAINTENANCE ASSISTANCE GRANT  
INTERGOVERNMENTAL AGREEMENT**  
Agreement No. 2123-029

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and City of Umatilla (“Recipient”), each a “Party” and, together, the “Parties”.

**SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Maintenance Assistance Grant Program rules in OAR 250-014-0300-0305 and other OSMB adopted policies and procedures.

**SECTION 2: PURPOSE**

The purpose of this Agreement is to set forth the obligations of both Parties in the operation and maintenance of two recreational boating access sites *hereinafter* called the “Project,” as described in the Recipient’s Maintenance Assistance Grant Application #2123-029 and Site Inventory to OSMB. With this reference, the Maintenance Assistance Grant Application and Site Inventory are made part of this Agreement. If a conflict exists between the Maintenance Assistance Grant Application, Site Inventory and this Agreement, the Agreement will govern.

**SECTION 3: EFFECTIVE DATE AND DURATION**

- 3.1 Term.** This Agreement is effective on July 1, 2021, and terminates on June 30, 2023, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed by June 30, 2023, and final billing for the Project shall be submitted to OSMB, on or before September 30, 2023. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

**SECTION 4: AUTHORIZED REPRESENTATIVES**

- 4.1 OSMB’s Authorized Representative is:**  
Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem, OR 97309 or 435 Commercial Street NE Suite #400, Salem 97301  
(503) 877-7580 Office, [Janine.Belleque@boat.oregon.gov](mailto:Janine.Belleque@boat.oregon.gov)

4.2 Recipient's Authorized Representative is:  
Melissa Ince, Finance & Administrative Services Director  
PO Box 130, Umatilla, OR 97882 700 6<sup>th</sup> St, Umatilla, OR 97882  
(541) 922-3226 Office, [melissa@umatilla-city.org](mailto:melissa@umatilla-city.org)

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

### 5.1 Responsibilities of Recipient:

**5.1.1 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.10, Indemnification by Subcontractors.

**5.1.2 Matching Funds.** The Recipient shall contribute a minimum of 25% for pumpout, dump station and floating restroom and contribute a minimum of 40% for all other approved sites as identified in the Maintenance Assistance Grant Application and Site Inventory.

**5.1.3 Indirect Rate.** The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are *\$0.00*.

**5.1.4 Notification of Changes.** Recipient will notify OSMB if there are any modifications in fees, season of use, quantities, ownership or management of any recreational boating access sites identified on the Inventory Sheet prior to requesting reimbursement. The Recipient will provide details of the modifications to OSMB in order for OSMB to evaluate for changes to the grant award. In the event the modifications effect the grant award an amendment will be issued.

**5.1.5 Pumpout, Dump Station or Floating Restroom.** The Recipient will provide performance reports and gallons of sewage collected.

**5.1.6 Commercial and Other Uses.** OSMB funds and matching funds cannot be used to support or accommodate commercial or other non-recreational boating uses or activities at the Project.

a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Maintenance Assistance Grant Application and Site Inventory, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:

1. has financial profit as a goal,
2. charges any fees or receives any benefit to provide services, supplies or goods, or
3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

- b. Recipient must restrict use of the Project to only boats that comply with ORS 830.770, 830.775 and 830.624-630 or have current registration with another state.

**5.1.7 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**5.1.8 User Fees.** No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct maintenance and operational costs for the Project.

**5.1.9 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor, materials or services for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

**5.1.10 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

## **5.2 Responsibility of OSMB:**

**5.2.1** OSMB shall pay Recipient as described in Sections 6 and 7.

## **SECTION 6: CONDITIONS TO DISBURSEMENT**

**6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Reimbursement Requests must be submitted on the approved OSMB Maintenance Assistance Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties with OSMB not reimbursing more than 75% of the cost for pumpouts, dump stations and floating restrooms and Recipient's match not being less than 25% of any request, for all other recreational boating access sites identified as the Project OSMB will not reimburse more than 60% of any request and Recipient's match not being less than 40% of any request.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

**6.3 Conditions Precedent to Final Payment.** OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB.

## **SECTION 7: COMPENSATION AND PAYMENT TERMS**

**7.1 Federal Fund Approval.** OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

**7.2 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$16,800.00 state Boating Facility Grant, \$2,100.00 federal Clean Vessel Act funds for a total of \$18,900.00.00* to the Recipient to fund the Project. OSMB shall not provide to the

Recipient, and the Recipient shall not use any funds described in this section for large-scale construction or capital projects such as replacing docks, installing restrooms or paving parking areas or to match other grants.

- 7.3 Payments.** OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a city duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

**8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

**10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

**10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

## **SECTION 11: NO DUPLICATE PAYMENT**

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

## **SECTION 12: CONTRIBUTION**

**12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of

the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third-Party Claim.

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

## **SECTION 13: RECIPIENT DEFAULT**

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by Recipient is untrue in any material respect when made;



- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 14: OSMB DEFAULT**

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 15: REMEDIES**

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2** In the event OSMB is in default under Section 14 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for

work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

## **SECTION 16: RECOVERY OF OVERPAYMENTS**

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 17: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 18: TERMINATION**

**18.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

**18.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the

allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.

- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

**18.3 Termination for Default.** OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The maintenance and operation of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the maintenance and operation sites or Project is not sufficient, legal and valid; or
- c. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to maintain and operate any project other than the Project described agreement; or
- e. The maintenance and operation of the Project is not completed in a good and workmanlike manner or fails to comply with any required federal, state or local law; or
- f. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement , including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- g. The Recipient defaults under any other agreement between the Parties.

**18.4 Rights and Remedies.**

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

## **SECTION 19: NONAPPROPRIATION**

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

## **SECTION 20: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 21: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 22: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,12,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 23: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be

construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 24: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 25: COMPLIANCE WITH LAW**

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.
- 25.3 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies

available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2 Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and
- 25.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **SECTION 26: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 27: PERSONS NOT TO BENEFIT**

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

## **SECTION 28: INTENDED BENEFICIARIES**

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 29: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

### **SECTION 30: ASSIGNMENT AND SUCESSORS IN INTEREST**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

### **SECTION 31: SUBCONTRACTS**

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

### **SECTION 32: TIME IS OF THE ESSENCE**

Time is of the essence in Recipient's performance of its obligations under this Agreement.

### **SECTION 33: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 34: RECORDS MAINTENANCE AND ACCESS**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 35: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 36: ADDITIONAL REQUIREMENTS**

Recipient shall comply with the additional requirements set forth in Exhibit A, B and C, attached hereto and incorporated herein by this reference. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Information Required by 2CFR200), Attachment B (Site Inventory), and Exhibit C (Additional Requirements).

### **SECTION 37: SIGNATURES**





## EXHIBIT A

### MAINTENANCE ASSISTANCE GRANT NO. 2123-029 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

#### I. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

#### II. Federal Terms and Conditions:

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.
- B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.

2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)

3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

#### I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
  - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

**ATTACHMENT "A"**  
INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)\*

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of Umatilla
- (ii) Subrecipient's Unique Entity Identifier number: C39DZU2V5P93
- (iii) Federal Award Identification Number (FAIN): CVA F20AP11947
- (iv) Federal Award Date: July 1, 2020
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2020 to December 29, 2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: CVA \$2,100.00
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$2,100.00
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,100.00
- (ix) Federal award project description: CVA funds for the maintenance of floating restrooms and pumpout and dump stations
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
  - (b) Name of pass-through entity: Oregon State Marine Board
  - (c) Contact information for awarding official of the pass-through entity:  
Janine Belleque, 503-877-7580 [janine.belleque@boat.oregon.gov](mailto:janine.belleque@boat.oregon.gov)
- (xi) CFDA Number and Name: CVA 15.616  
Amount: CVA \$2,100.00
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0.00%

*\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient and the term "pass-through entity" refers to OSMB.*

*\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.*

## EXHIBIT B

### RECIPIANT TAX CERTIFICATION

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Unique Entity Identifier C39DZU2V5P93

Oregon Tax Number 05120237

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT C**

### **ADDITIONAL REQUIREMENTS**

1. OSMB may revoke the grant award if the grant agreement is not signed by both parties within 90 days.
2. The Recipient must spend funds identified for pumpout and dump stations and floating restrooms only on those specified items. The federal Clean Vessel Act funds cannot be spent on other boating access sites identified on the Site Inventory.
3. The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure when possible. Additionally, the Recipient will notify OSMB of closures and reopening, complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
4. OSMB will post notice of facility closures and reopening on website, online boating map and through social media as appropriate.
5. The Recipient will have an Inadvertent Discovery Plan (IDP) and provide training to staff about the plan prior to ground disturbing activities.
6. In the event the Recipient determines to only submit one reimbursement request upon completion of the agreement a progress report must be submitted in the manner and form identified by OSMB.



**ATTACHMENT "B"  
SITE INVENTORY**

City of Umatilla MAG 2021-23 Inventory		Umatilla Marina		Pumpout/Dump Station	
		Reported	Allocation	Reported	Allocation
<b>Restroom</b>	Flush	Y	24		
	Vault/Compost	N	0		
	Portable	N	0		
	Number of Additional Stalls	2	8		
	Season of Use (months)	24	\$4,000.00		
<b>Grounds</b>	Vegetation Maintenance	Y	12		
	Garbage Can or Dumpster	Y	12		
	Season of Use (months)	24	\$2,400.00		
<b>Parking</b>	Total Number of Paved Car Stalls	0	0		
	Total Number of Paved Boat Trailer Stalls	0	0		
	Gravel Parking Square Feet	75,150	6		
	Gravel Overflow Square Feet	0	0		
	Season of Use (months)	24	\$4,800.00		
<b>Ramp</b>	Single Lane	Y	6		
	Additional Number of Lanes	3	8		
	Season of Use (months)	16	\$2,800.00		
<b>Boarding Docks</b>	Total Linear Feet	320	11		
	Season of Use (months)	24	\$2,200.00		
<b>Short Term Tie-up Dock</b>	Total Linear Feet	120	3		
	Season of Use (months)	24	\$600.00		
<b>Debris Boom</b>	Log	N	0		
	Polypipe	N	0		
	Season of Use (months)	0	\$0.00		
<b>CVA</b>	Pumpout/Dump Station	N	0	Y	21
	Monitoring System	N	0	N	0
	Pumpout only	N	0	N	0
	Dump only	N	0	N	0
	Holding Tank	N	0	N	0
	Season of Use (months)	N	\$0.00	18	\$2,100.00
<b>Floating Restroom</b>	Season of Use (months)	N/A	\$0.00		
<b>Sub-Total Allocation</b>			<b>\$16,800.00</b>		<b>\$2,100.00</b>
Use Fee			<b>\$0.00</b>		<b>\$0.00</b>
Use Fee Adjustment			<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Awarded Allocation</b>			<b>\$16,800.00</b>		<b>\$2,100.00</b>
<b>Grand Total 2-year Awarded Allocation</b>			<b>\$18,900.00</b>		

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution 43-2022. Authorizing the City Manager to execute an Intergovernmental Agreement with the City of Hermiston for IT Services	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$150,000/year <b>Amount Budgeted:</b> \$150,000/year	<b>Fund(s) Name and Number(s):</b> General Fund - 01
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 6/7/22, 5/17/22
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**Attachments to Agenda Packet Item:**

[Resolution\\_43\\_2022\\_Hermiston\\_IT\\_IGA.docx](#)

[Hermiston.Umatilla IT Agreement.docx](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 43-2022
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<b>Consistent with Council Goals:</b> Goal 3: Enhance and Cultivate Relationships and Partnerships.
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**RESOLUTION NO. 43 – 2022**

**RESOLUTION 43-2022. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HERMISTON FOR IT SERVICES.**

**WHEREAS**, ORS 190.010 authorizes the City of Umatilla (“City”) and the City of Hermiston (“Hermiston”) to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform; and

**WHEREAS**, Hermiston has created a new IT Department with staff and other resources specifically experienced to meet City required and demanded services; and

**WHEREAS**, City has terminated its agreement with IMESD for IT Services and is in need of such services in order to operate at our required levels of service; and

**WHEREAS**, this IGA will help meet the Council’s Adopted Goals Objective 2.10 to “partner with other jurisdictions... whenever possible to pool resources and leverage funds.”

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

1. The City Manager is authorized to finalize and execute the Ongoing Information Technology Services Intergovernmental Agreement with the City of Hermiston
2. The City Manager is further delegated authority to carry out the purposes of this Resolution and to take such further action, including but not limited to the execution of documents, amendments, and/or addendums to this agreement as may be necessary during the term of this agreement, within the consideration of the City’s annual adopted budget.

**PASSED** by the City Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022.

---

Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

**INTERGOVERNMENTAL AGREEMENT**

**between  
The City of Hermiston  
and**

**For Ongoing Information Technology Services**

This Intergovernmental Agreement (Agreement) is made by and between the City of Hermiston, hereinafter "COH" and \_\_\_\_\_ hereinafter "\_\_\_\_\_" (and collectively the "Parties") pursuant to ORS Chapter 190.

**The Parties mutually agree as follows:**

**Term of Agreement.** This Agreement shall be for a term of three years commencing on July 1, 2022 and expiring on June 30, 2025 with two optional three-year renewal options, unless terminated earlier as set forth herein. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of the original term or any subsequent renewal term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days' written notice to the other without cause.

**Scope of Work.** COH shall perform the work described in Attachment A, Statement of Work, which is attached to this Agreement and incorporated into this Agreement by this reference.

**Consideration.** \_\_\_\_\_ agrees to pay COH \_\_\_\_\_ per month. \_\_\_\_\_ will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for \_\_\_\_\_, \_\_\_\_\_ agrees to reimburse COH for those costs. COH agrees to notify \_\_\_\_\_ prior to purchasing anything over \$500 and to provide adequate documentation and invoice \_\_\_\_\_ for the cost.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on a monthly basis beginning July 31, 2022. Unless otherwise specified in Attachment A, COH will submit invoices monthly for services rendered and \_\_\_\_\_ shall remit payment within 30 calendar days of receipt of invoice.

**STANDARD TERMS AND CONDITIONS**

- 1. Legal Relationship.** The Parties intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of independent contracting agencies.

- 2. Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the other party shall be void. If consent to a subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold it subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The Parties agree that any such subcontracts shall have no binding effect on the consenting party to this Agreement.
- 3. Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
- a. **Mutual:** The Parties may terminate this Agreement at any time by written Agreement. \_\_\_\_\_ shall pay COH for all materials purchased and work performed prior to the termination date.
  - b. **Party's Sole Discretion:** Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party. \_\_\_\_\_ shall pay COH for all materials purchased and work performed prior to the termination date.
  - c. **Breach:** Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. \_\_\_\_\_ shall pay COH for all materials purchased and work performed prior to the termination date.
  - d. **Termination** by either party shall not constitute a waiver of any claim either party may assert against the other party.
- 4. Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.
- 5. Confidentiality.** No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law. If COH IT staff in their work is exposed to proprietary data particularly related to Economic Development/Business Recruitment efforts, they shall not disclose that to either party to this agreement.

- 6. Compliance with Applicable Laws.** Parties shall comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.
- 7. Insurance.** The Parties represent that they are insured according to the statutory limits set in the State of Oregon for any liability, property, or auto claims. The Parties represent that they will maintain insurance to cover any claim that may result from or arise out of this Agreement. COH is insured for workers' compensation as required by law and shall provide benefits as prescribed by the State of Oregon.
- 8. Indemnity and Hold Harmless.** The Parties individually accept responsibility for liability arising out of their individual performance of this Agreement. \_\_\_\_\_ shall hold harmless, and indemnify COH from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the \_\_\_\_\_'s negligent acts, omissions, activities or services provided pursuant to this Agreement. COH shall hold harmless, and indemnify \_\_\_\_\_ from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from COH's negligent acts, omissions, activities or services provided pursuant to this Agreement.
- 9. Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 10. Remedies.** In case of \_\_\_\_\_'s breach, COH shall be entitled to receipt of payments for work performed and to any other available legal and equitable remedies. In case of COH's breach, \_\_\_\_\_ shall be entitled to a refund of any prepayments of any work not performed and to any other available legal and equitable remedies.
- 11. Dispute Resolution.** The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This

mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

**12. Attorney Fees.** The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Morrow/Umatilla County, Oregon area for the type of legal services performed.

**13. Notices/Point of Contact.** All notice or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon in-person delivery or depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

City of Hermiston, Attn: City Manager  
180 NE 2<sup>nd</sup> Street; Hermiston, OR 97838  
Email: bsmith@hermiston.or.us PH: (541) 667-5002

\_\_\_\_\_ Attn: \_\_\_\_\_

Email: \_\_\_\_\_ PH: \_\_\_\_\_

**14. Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Umatilla County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

**15. Force Majeure.** Neither COH nor \_\_\_\_\_ shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than COH or \_\_\_\_\_.

**16. Ownership of Work Product.** Any and all goods and services developed for \_\_\_\_\_ pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of \_\_\_\_\_.

**17. Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**18. Entire Agreement.** When signed by the authorized representatives of both parties, this Agreement and its attached exhibit(s) is their final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

**I HAVE READ THIS AGREEMENT INCLUDING THE ATTACHMENT(S). I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CITY/COUNTY OF** \_\_\_\_\_

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

Title: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

**CITY OF HERMISTON**

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

Title: \_\_\_\_\_

Name (print): \_\_\_\_\_

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



**Attachment A: Statement of Work**

\_\_\_\_\_ assumed hours per week/month of service.

Current hourly billing rate: \$120 per hour.

**Managed Help Desk**

- Monitor, triage and remediate IT issues submitted by \_\_\_\_\_ staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train \_\_\_\_\_ staff on process for submitting help requests

**Managed Server and Infrastructure Support**

- Monitor servers and infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage

**Managed Workstations/Laptops/Software**

- Windows OS patch management
- Maintain hardware/firmware updates
- Maintain updates for standard add-on software (i.e. Adobe Reader, Java, etc.)
- Remote management/support
- Installation and configuration of any new hardware such as servers, PCs, printers, peripherals, etc.
- Installation and configuration of any new software such as MS Office, version upgrades, etc.

**Active Directory**

- Audit current AD environment
- Remediate issues
- Configure for best practices
- Review group policy

**Expectations:**

To ensure COH's ability to provide satisfaction to \_\_\_\_\_, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for \_\_\_\_\_. The IT support package

is designed to handle all \_\_\_\_\_'s technology-related needs. All servers, workstations, and other network devices and Microsoft Operating Systems are considered covered items that will be maintained or serviced.

**What this service covers and includes:**

**Vendor Liaison:** COH will act as \_\_\_\_\_'s duly appointed representative and advocate. COH IT Team will diagnose problems and dispatch or contact third parties such as Internet service providers, hardware manufacturers, IT contractors, etc. when deemed necessary. The COH IT Team is not intended to replace third party/line-of-business applications support. \_\_\_\_\_ agrees to refrain from interacting with the third parties (except line-of-business application support) because it may result in misdirected activity and/or delay of resolution.

**Best Interest:** In the event of a failure or problem, remedial activities may commence prior to notifying \_\_\_\_\_ of the problem. This will allow the COH IT Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch personnel with replacement parts when deemed necessary. In doing so, COH is acting in \_\_\_\_\_'s best interest to resolve the issue as quickly as possible. All efforts will be made to communicate any technology-related issues that arise to \_\_\_\_\_ as soon as possible.

**Administrative Access:** It is imperative that COH IT Team maintain and control administrative access to the \_\_\_\_\_'s network and be responsible for providing all other third parties with needed or requested access.

**Approval of Hardware and Software:** The COH IT Team will collaborate with \_\_\_\_\_'s appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from \_\_\_\_\_'s designated IT liaison.

**Advisory Role:** To assist with proper planning and third-party services involving the network, telecommunications, data access, future growth or down-sizing, \_\_\_\_\_ will involve the COH IT Team in such discussions as an advisor.

**IT Policy and Procedure:** The COH IT Team will work with \_\_\_\_\_'s designated liaison to establish relevant IT policies and procedures based on best practices.

**Support Tiers:** The Help Desk will be the first point of contact for IT support requests and is considered Tier 1. Almost all support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support incidents that cannot be resolved in Tier 1 immediately move to Tier 2 support. Generally, these are more complex support techniques on hardware/software issues that can be provided by more experienced support staff. Support

incidents that cannot be resolved by Tier 2 support are escalated to Tier 3, where support is provided by the most qualified and experienced support staff who can collaborate with third party (vendor) support engineers to resolve the most complex issues.

**Service Level Agreements (SLAs):**

SLA 1: Service not available (not able to work, network down, workstation not turning on, etc.) This is an instant contact scenario. Submitting Help Desk Ticket is not required and may not be available. Contact information will be provided to \_\_\_\_\_ staff. Response time is immediate as possible.

SLA 2: Significant degradation in services (obvious slow network, internet, etc., but still functional). Submitting Help Desk Ticket required if possible. Depending on resources, impacted \_\_\_\_\_ staff will be provided with contact information for COH IT Team and instructed on appropriate time for direct contact. COH IT Team response time is within two hours during normal business hours.

SLA 3: Limited degradation of service. This is impacting resources, but business process can continue. Submitting Help Desk Ticket required. COH IT Team response time is within four hours during normal business hours.

SLA 4: Slight service degradation. This is when an issue needs to be researched or resolved but is not having a significant impact on business process. Submitting Help Desk Ticket required. COH IT Team will respond within one business day.

SLA 5: After hours support will be available as needed by \_\_\_\_\_ staff.

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 44 - 2022 - A resolution authorizing the City Manager to submit an application to amend the Greater Umatilla Enterprise Zone Boundary.	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

[Resolution No. 44-2022 \(Enterprise Zone Boundary Change\).docx](#)

[Resolution No. 44-2022 Exhibit A.pdf](#)

[Resolution No. 44-2022 Exhibit B.pdf](#)

<b>Summary Statement:</b> Motion to approve Resolution 44 - 2022.  The City recently completed a UGB expansion and rezone to create the South Hill Industrial Park. The proposed enterprise zone boundary expansion would add that property to the Greater Umatilla Enterprise Zone. Staff recommends approval of Resolution No. 44 - 2022.
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<b>Consistent with Council Goals:</b> Goal 2: Promote Economic Development and Job Growth.
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**RESOLUTION NO. 44-2022**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO AMEND THE GREATER UMATILLA ENTERPRISE ZONE BOUNDARY**

**WHEREAS**, the City of Umatilla (“City”) sponsors the Greater Umatilla Enterprise Zone and has determined the need to modify its boundary; and

**WHEREAS**, the municipal corporations, school districts, special service districts, and so forth that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone, as amended, were sent notice regarding this boundary change; and

**WHEREAS**, this enterprise zone, as amended, has a total area of 4.25 square miles; it meets other statutory limitations on size and configuration, and it is depicted here on a drawn-to-scale map Exhibit A, and its boundary as described in Exhibit B; and

**WHEREAS**, the City shall continue to fulfill its duties and implement provisions under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law; and

**WHEREAS**, modification of this enterprise zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory and permitting processes and restrictions; nor does it indicate any intent to alter those processes or restrictions, except as otherwise done in accordance with Comprehensive Plans as acknowledged by the State of Oregon Land Conservation and Development Commission (LCDC); and

**WHEREAS**, the availability of enterprise zone exemption to businesses that operate hotels, motels or destination resorts would help diversify local economic activity and facilitate the expansion of accommodations for visitors, who in turn will spend time and money in the area for business, recreation or other purposes; and

**WHEREAS**, the city is interested in encouraging new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity. The city appreciates the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein.

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

1. Under ORS 285C.115, The City does hereby change the boundary of the Greater Umatilla Enterprise Zone, jointly with Umatilla County, as described in the exhibits.
2. David Stockdale, Umatilla City Manager, is authorized to submit documentation for this enterprise zone boundary change to the Oregon Business Development Department (OBDD) on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.117.

3. This enterprise zone boundary change takes effect on the date that this resolution is adopted, or later, as so stipulated by OBDD in its determination pursuant to any revision and resubmission of documentation.

**PASSED** by the City Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022

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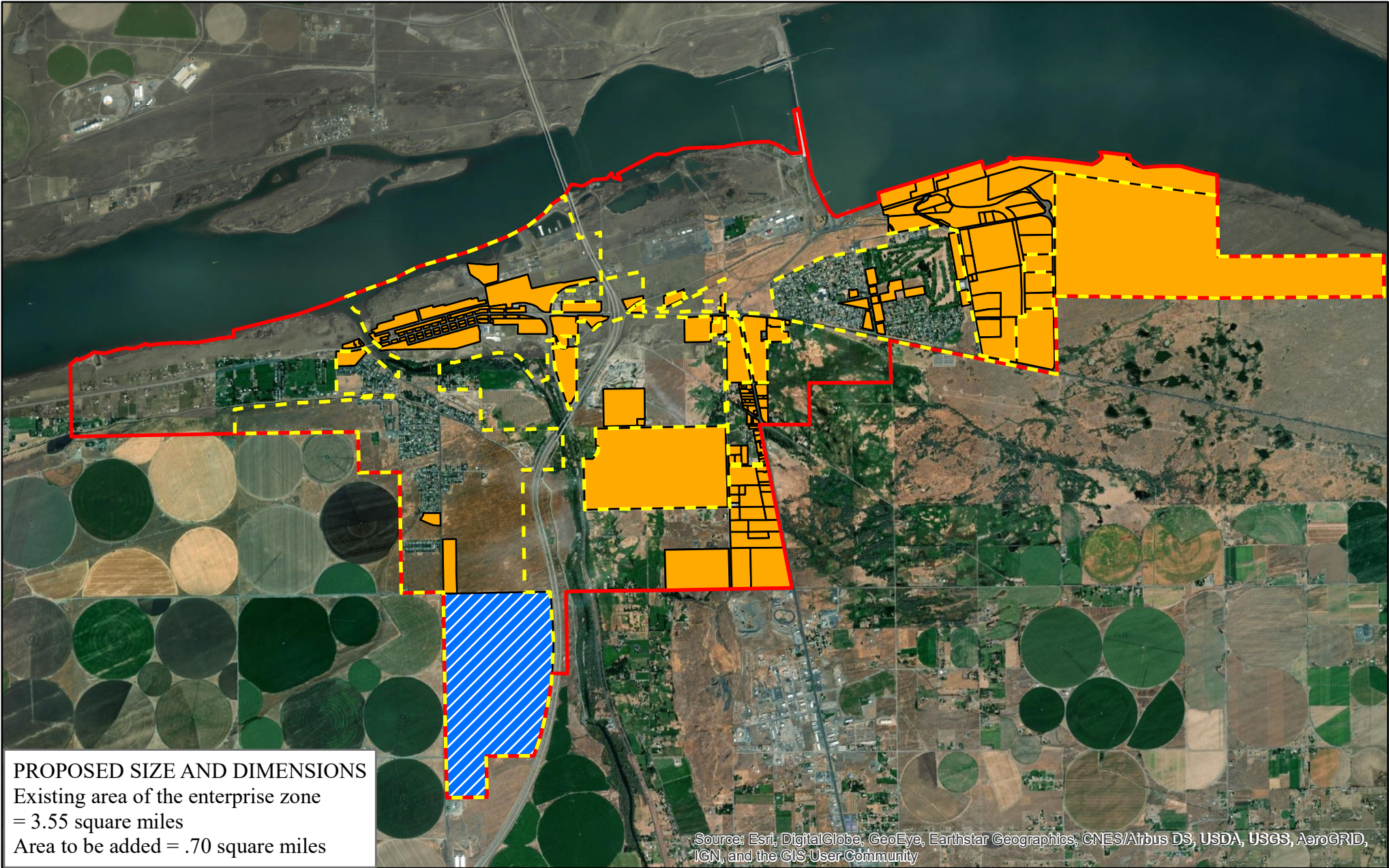
Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

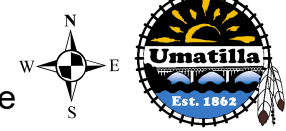




**GREATER UMATILLA ENTERPRISE ZONE**

**Legend**

-  Umatilla City Limits
-  Umatilla Urban Growth Boundary
-  Existing Enterprise Zone Areas
-  Areas to be added to Enterprise Zone



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. **67**  
 Created by Brandon Seitz, on 5/24/2022

Resolution No. 06-2021 Exhibit B

<b>Account ID</b>	<b>Map &amp; Tax</b>	<b>Assessors Map</b>	<b>Tax Lot</b>	<b>OWNER</b>
124660	5N28320000200	5N283200	00200	CLEAVER LAND, LLC
169488	5N28000002501	5N280000	02501	CLEAVER LAND, LLC
124632	5N28000002500	5N280000	02500	CLEAVER LAND, LLC



Resolution No. 06-2021 Exhibit B

<b>AGENT</b>	<b>Size (Acres)</b>	<b>Size (Square Feet)</b>	<b>Situs Address</b>
	39.09	0	NA
	72.42	0	NA
	76.5		NA

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 45-2022 - A resolution to award contractor Legacy Contracting, Inc. a contract in the amount of \$4,394,787.50 for construction of the City of Umatilla's Pedestrian Bridge and Utilities Replacement Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$4,394,787.50	<b>Fund(s) Name and Number(s):</b> Street - 04
<b>Amount Budgeted:</b> \$4,394,787.50	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 12/1/2020
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**Attachments to Agenda Packet Item:**

[RES 45-2022.docx](#)

[Bid\\_Evaluation\\_Letter.pdf](#)

[Bid Tabulations.pdf](#)

[BidAnalysis.pdf](#)

[NoticeOfIntentToAward.pdf](#)

[Contract Agreement.pdf](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 45-2022
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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.

**RESOLUTION NO. 45-2022**

**A RESOLUTION TO AWARD CONTRACTOR LEGACY CONTRACTING, INC. A CONTRACT IN THE AMOUNT OF \$4,394,787.50 FOR CONSTRUCTION OF THE CITY OF UMATILLA PEDESTRIAN BRIDGE AND UTILITIES REPLACEMENT PROJECT AND TO DELEGATE AUTHORITY TO CITY MANAGER STOCKDALE TO SIGN ALL CONTRACT DOCUMENTS AND ANY FUTURE AMENDMENTS ASSOCIATED WITH THIS AGREEMENT**

**WHEREAS**, the City of Umatilla has publically advertised request for proposals for the Umatilla Pedestrian Bridge and Utilities Replacement Project; and

**WHEREAS**, J-U-B Engineers and the City of Umatilla reviewed bids submitted on June 14, 2022; and

**WHEREAS**, J-U-B Engineers reviewed the bid tabulation; and

**WHEREAS**, based on the review, the Legacy Contracting, Inc. bid was the lowest responsive and responsible bid for \$4,394,787.50.

**NOW, THEREFORE BE IT RESOLVED**, the City of Umatilla awards Legacy Contracting, Inc. a contract in the amount of \$4,394,787.50 for construction of the City of Umatilla Pedestrian Bridge and Utilities Replacement Project pending completion of the seven (7) day period of appeal for the Notice of Intent to Award, and;

**BE IT RESOLVED**, the City Council hereby delegates authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.

**PASSED** by the Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022.

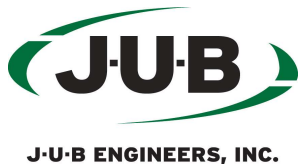
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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder



June 16, 2022

David Stockdale  
City Manager  
City of Umatilla  
700 6<sup>th</sup> St – PO Box 130  
Umatilla, OR 97882(Via Email)

**RE: Pedestrian Bridge and Utilities Replacement Project - Bid Evaluation**

Dear David:

The City received two (2) bids for the Pedestrian Bridge and Utilities Replacement on June 14, 2022. The Bid Proposal was publicly advertised in accordance with Oregon procurement rules. The evaluation endeavors to determine compliance with bidding process and requirements outlined in the Oregon Administrative Rules (OAR), Oregon Revised Statutes (ORS), and the Contract Documents.

The bid tabulations are attached, and the results of the proposals are as follows:

Bidder	Total Bid
Engineers Estimate	\$5,566,730.00
Legacy Contracting, Inc.	\$4,394,787.50
Oregon State Bridge Construction, Inc.	\$7,324,755.00

The responsiveness of the low bidder has been confirmed using the bidder’s checklist included in the contract documents. **Based on this evaluation, J-U-B recommends award of the contract to the lowest responsible bidder, Legacy Contracting, Inc., in the amount of \$4,394,787.50.**

The City should work with legal counsel to review the bids, conduct any further review that is warranted, consider irregularities that may be present based on your review, waive any informalities, and make a final recommendation to the City Council for contract award.

Upon Council approval, the Notice of Award and Contract will be executed.

Sincerely,

J-U-B ENGINEERS, Inc.

Lee Unterwegner, P.E.  
Construction Manager

Attachments:

- Bid Tabulations



**Base Bid - Bridge Summary**

PROJECT: Pedestrian Bridge and Utilities Replacement

BID OPENING DATE/TIME: 06/14/2022, 10:00am

CLIENT: City of Umatilla, OR

					ENGINEERS ESTIMATE		Legacy Contracting, Inc.		Oregon State Bridge Construction Inc.	
Item No.	Payment Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	0210-0100000A	MOBILIZATION	1	LS	\$ 331,000	\$ 331,100.00	\$ 358,500.00	\$ 358,500.00	\$ 600,000.00	\$ 600,000.00
2	0221-0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	\$ 10,000	\$ 10,000.00	\$ 16,885.00	\$ 16,885.00	\$ 20,000.00	\$ 20,000.00
3	0280-0100000A	EROSION CONTROL	1	LS	\$ 15,500	\$ 15,500.00	\$ 20,950.00	\$ 20,950.00	\$ 22,500.00	\$ 22,500.00
4	0290-0100000A	POLLUTION CONTROL PLAN	1	LS	\$ 1,000	\$ 1,000.00	\$ 1,075.00	\$ 1,075.00	\$ 3,000.00	\$ 3,000.00
5	0305-0100000A	CONSTRUCTION SURVEY WORK	1	LS	\$ 86,100	\$ 86,100.00	\$ 30,000.00	\$ 30,000.00	\$ 42,000.00	\$ 42,000.00
6	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	22	FOOT	\$ 9	\$ 200.00	\$ 5.50	\$ 121.00	\$ 25.00	\$ 550.00
7	0320-0100000A	CLEARING AND GRUBBING	1	LS	\$ 9,500	\$ 9,500.00	\$ 23,655.00	\$ 23,655.00	\$ 100,000.00	\$ 100,000.00
8	0310-0100000F	REMOVAL OF PIPES	324	FOOT	\$ 30	\$ 9,720.00	\$ 35.75	\$ 11,583.00	\$ 40.00	\$ 12,960.00
9	0310-0103000J	REMOVAL OF SURFACINGS	330	SQYD	\$ 10	\$ 3,300.00	\$ 18.00	\$ 5,940.00	\$ 25.00	\$ 8,250.00
10	0501-0100000A	BRIDGE REMOVAL WORK	1,010	SF	\$ 66	\$ 66,660.00	\$ 118.00	\$ 119,180.00	\$ 120.00	\$ 121,200.00
11		205 FT PREFABRICATED STEEL TRUSS BRIDGE	1	LS	\$ 1,721,500	\$ 1,721,500.00	\$ 1,226,700.00	\$ 1,226,700.00	\$ 2,000,000.00	\$ 2,000,000.00
12	0350-0104000J	RIPRAP GEOTEXTILE, TYPE 2	610	SQYD	\$ 5	\$ 3,050.00	\$ 3.00	\$ 1,830.00	\$ 10.00	\$ 6,100.00
13	0390-0111000K	LOOSE RIPRAP, CLASS 200	410	CUYD	\$ 70	\$ 28,700.00	\$ 88.00	\$ 36,080.00	\$ 150.00	\$ 61,500.00
14	0405-0100000K	ROCK EXCAVATION	1,180	CUYD	\$ 250	\$ 295,000.00	\$ 63.50	\$ 74,930.00	\$ 100.00	\$ 118,000.00
15	0510-0100000A	SHORING, CRIBBING, AND COFFERDAMS	1	LS	\$ 250,000	\$ 250,000.00	\$ 163,235.00	\$ 163,235.00	\$ 400,000.00	\$ 400,000.00
16	0510-0101000K	STRUCTURE EXCAVATION	1,790	CUYD	\$ 46	\$ 82,340.00	\$ 13.55	\$ 24,254.50	\$ 35.00	\$ 62,650.00
17	0510-0108000K	GRANULAR STRUCTURE BACKFILL	95	CUYD	\$ 152	\$ 14,440.00	\$ 73.00	\$ 6,935.00	\$ 200.00	\$ 19,000.00
18	0530-0104000O	REINFORCEMENT, GRADE 60	96,000	LB	\$ 1.50	\$ 144,000.00	\$ 1.65	\$ 158,400.00	\$ 2.50	\$ 240,000.00
19	0540-0205000L	REINFORCED DECK CONCRETE, CLASS 4000	47	CUYD	\$ 1,300	\$ 61,100.00	\$ 1,225.00	\$ 57,575.00	\$ 3,000.00	\$ 141,000.00
20	0540-0312000K	GENERAL STRUCTURAL CONCRETE, CLASS 4000	457	CUYD	\$ 1,200	\$ 548,400.00	\$ 635.00	\$ 290,195.00	\$ 900.00	\$ 411,300.00
21	0545-0100000J	REINFORCED CONCRETE BRIDGE END PANELS	8	SQYD	\$ 1,500	\$ 12,000.00	\$ 1,200.00	\$ 9,600.00	\$ 4,000.00	\$ 32,000.00
22	0585-0400000A	HOT APPLIED JOINT SEALANT	1	LS	\$ 3,000	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 8,000.00	\$ 8,000.00
23	0330-0123000K	EMBANKMENT IN PLACE	5,050	CUYD	\$ 35	\$ 176,750.00	\$ 23.50	\$ 118,675.00	\$ 115.00	\$ 580,750.00
24	0331-0112000J	24 INCH SUBGRADE STABILIZATION	144	SQYD	\$ 50	\$ 7,300.00	\$ 53.00	\$ 7,632.00	\$ 50.00	\$ 7,200.00
25	0350-0105000J	SUBGRADE GEOTEXTILE	740	SQYD	\$ 2	\$ 1,480.00	\$ 2.40	\$ 1,776.00	\$ 5.00	\$ 3,700.00
26	0596-A002000A	RETAINING WALL, MSE	1	LS	\$ 660,000	\$ 660,000.00	\$ 481,255.00	\$ 481,255.00	\$ 500,000.00	\$ 500,000.00
27		RETAINING WALL COPING	310	FOOT	\$ 50	\$ 15,500.00	\$ 76.00	\$ 23,560.00	\$ 175.00	\$ 54,250.00
28	0641-0102000M	AGGREGATE BASE	210	TON	\$ 30	\$ 6,300.00	\$ 45.75	\$ 9,607.50	\$ 80.00	\$ 16,800.00
29	0740-0100000M	COMMERCIAL ASPHALT CONCRETE PAVEMENT	70	TON	\$ 150	\$ 10,500.00	\$ 341.50	\$ 23,905.00	\$ 335.00	\$ 23,450.00
30	1030-0108000R	PERMANENT SEEDING	1	ACRE	\$ 7,500	\$ 7,500.00	\$ 4,100.00	\$ 4,100.00	\$ 4,000.00	\$ 4,000.00
31	1040-0121000E	SEEDLING TREES, DECIDUOUS	50	EA	\$ 33	\$ 1,650.00	\$ 20.00	\$ 1,000.00	\$ 19.00	\$ 950.00
32	1040-0132000E	DECIDUOUS TREES, 3 INCH CALIPER	25	EA	\$ 615	\$ 15,380.00	\$ 880.00	\$ 22,000.00	\$ 875.00	\$ 21,875.00
33	0330-0123000K	PEDESTRIAN RAILING, MODIFIED	470	FOOT	\$ 133	\$ 62,510.00	\$ 365.00	\$ 171,550.00	\$ 400.00	\$ 188,000.00
34	0815-0100000E	BOLLARDS	2	EA	\$ 2,500	\$ 5,000.00	\$ 1,955.00	\$ 3,910.00	\$ 1,500.00	\$ 3,000.00
35		PRESSURE SEWER CLEANOUT, 6 INCH	1	EA	\$ 7,500	\$ 7,500.00	\$ 10,235.00	\$ 10,235.00	\$ 15,000.00	\$ 15,000.00
36		10 INCH CONNECTION TO 10 INCH EXISTING MAIN	2	EA	\$ 2,000	\$ 4,000.00	\$ 3,155.00	\$ 6,310.00	\$ 10,000.00	\$ 20,000.00
37	0445-060010AF	10 INCH DUCTILE IRON PRESSURE SEWER PIPE, 5 FT DEPTH	6	FOOT	\$ 470	\$ 2,820.00	\$ 395.00	\$ 2,370.00	\$ 1,000.00	\$ 6,000.00
38	0445-060010AF	10 INCH DUCTILE IRON PRESSURE SEWER PIPE, 10 FT DEPTH	175	FOOT	\$ 165	\$ 28,875.00	\$ 325.00	\$ 56,875.00	\$ 350.00	\$ 61,250.00
39	0445-060010AF	10 INCH DUCTILE IRON PRESSURE SEWER PIPE, 20 FT DEPTH	23	FOOT	\$ 260	\$ 5,980.00	\$ 850.00	\$ 19,550.00	\$ 1,500.00	\$ 34,500.00
40		BYPASS PUMPING	1	LS	\$ 29,500	\$ 29,500.00	\$ 22,500.00	\$ 22,500.00	\$ 100,000.00	\$ 100,000.00
<b>SUBTOTAL</b>						<b>\$ 4,745,155.00</b>		<b>\$ 3,626,234.00</b>		<b>\$ 6,070,735.00</b>



**Base Bid - Waterline Summary**

PROJECT: Pedestrian Bridge and Utilities Replacement

BID OPENING DATE/TIME: 06/14/2022, 10:00am

CLIENT: City of Umatilla, OR

					ENGINEERS ESTIMATE		Legacy Contracting, Inc.		Oregon State Bridge Construction Inc.	
Item No.	Payment Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	0210-0100000A	MOBILIZATION	1	LS	\$ 57,400	\$ 57,400.00	\$ 76,000.00	\$ 76,000.00	\$ 125,000.00	\$ 125,000.00
2	0221-0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	\$ 5,000	\$ 5,000.00	\$ 12,200.00	\$ 12,200.00	\$ 15,000.00	\$ 15,000.00
3	0290-0100000A	POLLUTION CONTROL PLAN	1	LS	\$ 1,000	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 5,500.00	\$ 5,500.00
4	0305-0100000A	CONSTRUCTION SURVEY WORK	1	LS	\$ 11,300	\$ 11,300.00	\$ 10,000.00	\$ 10,000.00	\$ 17,200.00	\$ 17,200.00
5	1140-0195000E	BLOWOFF ASSEMBLY, 6 INCH	2	EA	\$ 8,500	\$ 17,000.00	\$ 18,255.00	\$ 36,510.00	\$ 15,000.00	\$ 30,000.00
6	1140-0300000E	18 INCH CONNECTION TO 18 INCH EXISTING MAIN	2	EA	\$ 4,000	\$ 8,000.00	\$ 3,125.00	\$ 6,250.00	\$ 20,000.00	\$ 40,000.00
7	1140-0400000F	18 INCH DUCTILE IRON POTABLE WATER PIPE WITH CLASS A BACKFILL	320	FOOT	\$ 255	\$ 81,600.00	\$ 198.50	\$ 63,520.00	\$ 300.00	\$ 96,000.00
8	1140-0500000F	18 INCH DUCTILE IRON POTABLE WATER PIPE WITH RESTRAINED JOINTS (ON BRIDGE)	216	FOOT	\$ 315	\$ 68,040.00	\$ 216.50	\$ 46,764.00	\$ 300.00	\$ 64,800.00
9	1140-0650000E	DUCTILE IRON PIPE BEND, 18-INCH (11.25 DEGREES)	3	EA	\$ 4,000	\$ 12,000.00	\$ 3,755.00	\$ 11,265.00	\$ 15,000.00	\$ 45,000.00
10	1140-0650000E	DUCTILE IRON PIPE BEND, 18-INCH (22.5 DEGREES)	2	EA	\$ 3,500	\$ 7,000.00	\$ 3,625.00	\$ 7,250.00	\$ 15,000.00	\$ 30,000.00
11	1140-0650000E	DUCTILE IRON PIPE BEND, 18-INCH (45 DEGREES)	2	EA	\$ 4,500	\$ 9,000.00	\$ 3,890.00	\$ 7,780.00	\$ 17,500.00	\$ 35,000.00
12	1140-0660000E	DUCTILE IRON PIPE COUPLING, 18-INCH (MJ LONG SLEEVE)	2	EA	\$ 3,500	\$ 7,000.00	\$ 3,600.00	\$ 7,200.00	\$ 15,000.00	\$ 30,000.00
13	1140-0660000E	DUCTILE IRON PIPE COUPLING, 18-INCH (EXPANSION/CONTRACTION JOINT)	1	EA	\$ 20,000	\$ 20,000.00	\$ 11,255.00	\$ 11,255.00	\$ 35,000.00	\$ 35,000.00
14	1140-0660000E	30 INCH STEEL CASING PIPE (0.375 INCH WALL)	211	FOOT	\$ 750	\$ 158,250.00	\$ 728.00	\$ 153,608.00	\$ 1,000.00	\$ 211,000.00
15	1140-0660000E	30 INCH PIPE HANGER ASSEMBLY	18	EA	\$ 5,100	\$ 91,800.00	\$ 4,100.00	\$ 73,800.00	\$ 10,000.00	\$ 180,000.00
16	1140-0660000E	FOAM PIPE INSULATION, 20 INCH DIAMETER (2 INCH THICK)	170	FOOT	\$ 280	\$ 47,600.00	\$ 92.50	\$ 15,725.00	\$ 120.00	\$ 20,400.00
17	1140-0660000E	FOAM PIPE INSULATION, 24 INCH DIAMETER (1.5 INCH THICK)	41	FOOT	\$ 255	\$ 10,455.00	\$ 196.00	\$ 8,036.00	\$ 120.00	\$ 4,920.00
18	1150-0100000E	18 INCH BUTTERFLY VALVE	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 9,800.00	\$ 9,800.00	\$ 20,000.00	\$ 20,000.00
19	1150-0600000E	4 INCH COMBINATION AIR RELEASE / AIR VACUUM VALVE ASSEMBLY	1	EA	\$ 20,000	\$ 20,000.00	\$ 26,778.00	\$ 26,778.00	\$ 35,000.00	\$ 35,000.00
20	1150-0600000E	DIG AND VERIFY	5	EA	\$ 400	\$ 2,000.00	\$ 2,350.00	\$ 11,750.00	\$ 9,200.00	\$ 46,000.00
21	0583-0201000F	PVC CONDUIT SYSTEM, 4 INCH DIAMETER (OFF BRIDGE)	996	FOOT	\$ 35	\$ 34,860.00	\$ 25.00	\$ 24,900.00	\$ 20.00	\$ 19,920.00
22	0583-0202000F	GRC CONDUIT SYSTEM, 4 INCH DIAMETER (ON BRIDGE)	1,291	FOOT	\$ 80	\$ 103,280.00	\$ 82.50	\$ 106,507.50	\$ 80.00	\$ 103,280.00
23	0583-0202000F	GRC CONDUIT SYSTEM, 4 INCH DIAMETER (OFF BRIDGE)	75	FOOT	\$ 510	\$ 38,250.00	\$ 415.00	\$ 31,125.00	\$ 360.00	\$ 27,000.00
24	0583-0202000F	4 INCH PIPE HANGER ASSEMBLY	18	EA	\$ 180	\$ 3,240.00	\$ 485.00	\$ 8,730.00	\$ 1,000.00	\$ 18,000.00
<b>SUBTOTAL</b>						<b>\$ 821,575.00</b>		<b>\$ 768,553.50</b>		<b>\$ 1,254,020.00</b>



J-U-B ENGINEERS, INC. 3611 S Zintel Way, Kennewick, WA 99337 / 509-783-2144

DATE: 6/16/2022

PROJECT:				ENGINEERS ESTIMATE		Legacy Contracting, Inc.		Oregon State Bridge Construction Inc.	
City of Umatilla									
Pedestrian Bridge and Utilities Replacement									
PAYMENT ITEM NO.	ITEM DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID - Bridge									
TOTAL					\$ 4,745,155.00		\$ 3,626,234.00		\$ 6,070,735.00
BASE BID - Waterline									
TOTAL					\$ 821,575.00		\$ 768,553.50		\$ 1,254,020.00
<b>Total Construction Contract Cost</b>					<b>\$ 5,566,730.00</b>		<b>\$ 4,394,787.50</b>		<b>\$ 7,324,755.00</b>





**J-U-B ENGINEERS, INC.**

J-U-B COMPANIES



**THE LANGDON GROUP**



**GATEWAY MAPPING INC.**

**CITY OF UMATILLA – PEDESTRIAN BRIDGE AND UTILITIES REPLACEMENT**

**Bid Evaluation Summary**

<b>Item #</b>	<b>Evaluation Criteria</b>	<b>Legacy Contracting Inc.</b>	<b>Oregon State Bridge Construction Inc.</b>
<b>1</b>	Bid received on-time and properly sealed envelope?	YES	YES
<b>2</b>	Bid proposal contains all contents listed in the bidder’s checklist	YES	YES
<b>3</b>	Addenda properly acknowledged?	YES	YES
<b>4</b>	Bid schedule completed in general conformance with the Instructions to Bidders?	YES	YES
<b>5</b>	Oregon Construction Contractors Registration Board number included, if required?	YES 185342	YES 180779
<b>6</b>	Bid signed?	YES	YES
<b>7</b>	First-Tier Subcontract Disclosure submitted	YES	N/A
<b>8</b>	Bid bond and warranty included and signed	YES	YES
<b>9</b>	Reference check satisfactory	In Progress	N/A
	<b>Total Base Bid Amount</b>	<b>\$4,394,787.50</b>	<b>\$7,324,755.00</b>
	<b>Is Bid Responsive</b>	<b>YES</b>	<b>YES</b>

**NOTICE OF INTENT TO AWARD**  
**Pedestrian Bridge and Utilities Replacement Project**

The City of Umatilla announces its intent to award the contract for the Pedestrian Bridge and Utilities Replacement Project to Legacy Contracting, Inc. for the amount of Four Million Three Hundred Ninety Four Thousand Seven Hundred Eighty Seven Dollars and Fifty Cents (\$ 4,394,787.50).

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Umatilla and the apparent successful bidder. The bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Umatilla is executed. If the apparent successful bidder fails to negotiate and execute a contract with the City of Umatilla, the City of Umatilla may revoke the award and award the contract to the next lowest bidder or withdraw the Sealed Bid. The City of Umatilla further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

This Notice of Intent to Award starts the seven (7) day period in which an unsuccessful bidder may file a bidder appeal pursuant to ORS 279C.375.

Thank you for participating in the competitive selection process.

Dated this 16th day of June, 2022.

By: David Stockdale

Title: City Manager

for The Owner: City of Umatilla

## AGREEMENT FOR CONSTRUCTION

THIS CONTRACT, made and entered into, in triplicate, this \_\_\_\_\_ by and between the  
(date)

**City of Umatilla**, hereinafter called "Owner", and **Legacy Contracting, Inc.**,  
(Contractor Name)

is authorized to do business in the State of Oregon, hereinafter called "Contractor",

### WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the **City of Umatilla**, in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the Owner, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor agrees the time allowed is a reasonable period to perform the work and all work on this project shall be completed within the defined Contract time. Project time extension will be evaluated and duly processed by the Engineer or Owner as defined in the specifications.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the **City of Umatilla**. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable Plans, Standard Specifications, Special Provisions, other required provisions, Schedule of Items, and all general and detailed Specifications and Plans which are a part hereof, and in accordance with the directions of the Engineer and to the Engineer's satisfaction, and if applicable, to the satisfaction of the governing Federal Agencies and/or Funding Agencies, or its authorized representative, the **City of Umatilla**, agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such

payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions and Schedule of Unit Prices hereto attached. The Contract Sum is:

**Four Million, Three Hundred Ninety Four Thousand, Seven Hundred Eighty Seven Dollars and Fifty Cents (\$4,394,787.50)**

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the liquidated damages amount sum as set forth in the Specifications. These amounts shall be totaled and deducted from the amounts due to the Contractor.

The Contractor, for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF UMATILLA**

By \_\_\_\_\_  
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

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

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

Contractor Name: Legacy Contracting, Inc.

Address: 41850 Kingston Jordan Road SE, Stayton, OR 97383

Phone: (503) 749-1818

Email: bids@legacycontractinginc.com

By \_\_\_\_\_  
Authorized Official Signature

By \_\_\_\_\_  
Authorized Official Signature

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

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

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 46-2022 - A resolution adjusting the budget for the 2021-22 fiscal year by adopting this supplemental budget and revising appropriations

**Meeting Date:**

2022-06-21

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**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

**Attachments to Agenda Packet Item:**

[RES 46-2022.pdf](#)

**Summary Statement:**

Motion to approve Resolution No. 46-2022

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

**RESOLUTION NO. 46-2022**

**A RESOLUTION ADJUSTING THE BUDGET FOR THE 2021-22 FISCAL YEAR BY ADOPTING A SUPPLEMENTAL BUDGET AND TRANSFERRING APPROPRIATIONS**

**WHEREAS**, the City of Umatilla budget for the 2021-22 fiscal year was adopted by the City Council at its regular meeting on June 1, 2021; and

**WHEREAS**, certain conditions and situations have arisen since the initial adoption of the 2021-22 fiscal year budget that necessitate changes in financial planning; and

**WHEREAS**, the City received unanticipated revenues and a supplemental budget is required to expend those revenues; and

**WHEREAS**, in order not to overspend appropriations in any category of expenditures, it is necessary to transfer appropriations within several funds from certain expenditure categories to other expenditure categories in accordance with local budget law.

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

1. The Umatilla City Council hereby adopts the supplemental budget and appropriation adjustments itemized in this Resolution.

	<u>Adopted</u>	<u>Revised</u>	<u>Difference</u>
<b>General Fund</b>			
Requirements:			
<i>Parks &amp; Recreation</i>			
Regular Earnings	\$ 314,750	\$ 324,750	\$ 10,000
<i>Transportation</i>			
Taxi Program	\$ 2,100	\$ 4,600	\$ 2,500
<i>Non-Departmental</i>			
Operating Contingency	\$ 890,017	\$ 877,517	\$ (12,500)
			<u>\$ -</u>
<b>Water Fund</b>			
Requirements:			
Regular Earnings	\$ 316,374	\$ 336,374	\$ 20,000
City Attorney	\$ 20,000	\$ 120,000	\$ 100,000
Engineering	\$ 130,000	\$ 260,000	\$ 130,000
Operating Contingency	\$ 97,500	\$ 22,500	\$ (75,000)
Transfers	\$ 537,920	\$ 362,920	\$ (175,000)
			<u>\$ -</u>
<b>Sewer Fund</b>			
Revenue:			
Sewer User Fees	\$ 1,771,602	\$ 1,827,802	\$ 56,200
			<u>\$ 56,200</u>
Requirements:			
Operating Contingency	\$ 97,500	\$ -	\$ (97,500)
Transfers	\$ 609,220	\$ 762,920	\$ 153,700
			<u>\$ 56,200</u>

	<u>Adopted</u>	<u>Revised</u>	<u>Difference</u>
<b>Refuse Fund</b>			
Resources:			
Refuse Collection	\$ 855,000	\$ 935,000	\$ 80,000
			<u>\$ 80,000</u>
Requirements:			
Refuse Collections	\$ 718,200	\$ 798,200	\$ 80,000
Operating Contingency	\$ 25,000	\$ -	\$ (25,000)
Transfers	\$ 136,800	\$ 161,800	\$ 25,000
			<u>\$ 80,000</u>
<b>Transient Room Tax Fund</b>			
Resources:			
Beginning Fund Balance	\$ 221,831	\$ 224,331	\$ 2,500
			<u>\$ 2,500</u>
Requirements:			
Regular Earnings	\$ 4,207	\$ 6,707	\$ 2,500
			<u>\$ 2,500</u>
<b>Water Reserve Fund</b>			
Revenue:			
Transfers	\$ 405,000	\$ 230,000	\$ (175,000)
			<u>\$ (175,000)</u>
Requirements:			
Water System Imp or Repairs	\$ 785,350	\$ 610,350	\$ (175,000)
			<u>\$ (175,000)</u>

**PASSED** by the City Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022.

\_\_\_\_\_  
Mary Detrick, Mayor

ATTEST:

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



CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 47-2022 - A resolution authorizing the City Manager to retroactively execute a purchase agreement and sign a deed and other documents necessary for the sale of real property.	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$4,783,000.00 in revenue <b>Amount Budgeted:</b> 4,783,000.00 in revenue	<b>Fund(s) Name and Number(s):</b> General Fund - 01
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 1/4/2021, 8/6/2021
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**Attachments to Agenda Packet Item:**

[Resolution 47-2022.docx](#)

[Resolution 47-2022 - Exhibit A.docx](#)

[Resolution 47-2022 0 Exhibit B.pdf](#)

<b>Summary Statement:</b> Staff recommends approval of Resolution No. 47-2022
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<b>Consistent with Council Goals:</b> Goal 2: Promote Economic Development and Job Growth.
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**RESOLUTION NO. 47-2022**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO RETROACTIVELY EXECUTE A PURCHASE AGREEMENT AND SIGN A STATUTORY WARRANTY DEED AND OTHER DOCUMENTS NECESSARY FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, The City of Umatilla owns real property (Property) as described in attached Exhibit A, depicted in Exhibit B and consists of approximately 234 acres, commonly known as Tax Lot 2501 on Assessors Map 5N28 (TLID# 5N28000002501) and Tax Lot 200 on Assessors Map 5N2832 (TLID # 5N28320000200); and

**WHEREAS**, the Umatilla City Council unanimously approved a motion to direct City Manager Stockdale to negotiate and procure an option to sell said Property at their January 4, 2021, meeting; and

**WHEREAS**, City Manager Stockdale negotiated a purchase agreement for the sale of said Property to Amazon Data Services, Inc., a Delaware corporation, for a purchase price of four million seven hundred and eighty-three thousand dollars (\$4,783,000.00) with an effective date of February 4, 2022; and

**WHEREAS**, the City of Umatilla and Amazon Data Service, Inc., have amended said agreement to include a post-closing agreement, under which the City will satisfy certain obligations post-closing through Amendment 1 dated May 23, 2022.

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

1. City Manager Stockdale is retroactively authorized to sign a Purchase Agreement for the sale of real property as described in Exhibit A, depicted in Exhibit B and consists of approximately 234 acres, commonly known as Tax Lot 2501 on Assessors Map 5N28 (TLID# 5N28000002501) and Tax Lot 200 on Assessors Map 5N2832 (TLID # 5N28320000200).
2. City Manager Stockdale is retroactively authorized to sign Amendment 1 to the Purchase Agreement under which the City will satisfy certain obligations post-closing.
3. City Manager Stockdale is authorized to sign and record a deed and all other documents necessary for the sale of city owned real property as described in Exhibit A, depicted in Exhibit B, for a sale price of four million seven hundred and eighty-three thousand dollars (\$4,783,000.00).

**PASSED** by the Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022.

---

Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

## **RESOLUTION NO. 47-2022**

### **EXHIBIT A**

#### **Property Legal Description**

Parcel 2, Partition Plat 2021-32, Records of Umatilla County, Oregon, lying in the South-half of Section 29, Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon.

Containing 194.65 acres, more or less.

**TOGETHER WITH** a portion of the Cleaver Land, LLC parcel as described in Instrument No. 2011-5770267, Records of Umatilla County, Oregon, lying in a portion of the Northeast quarter of the Northwest quarter of Section 32, Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and described as follows:

That portion of the Northeast quarter of the Northwest quarter of said Section 32, lying East of the Easterly right-of-way line of Powerline Road.

Containing: 39.34 acres, more or less.

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







Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

# RESOLUTION NO. 47-2022

## EXHIBIT B

### Legend

-  Tax Lots (4/5/22)
-  City Owned Property



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

Created by Brandon Seitz, on 6/17/2022



CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution 48 - 2022. Approving a payment of \$1 million to the Port of Umatilla ("Port"), to occur no later than June 30, 2024, for the support of and investment in economic development within the Port's boundaries.	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$1,000,000	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a (will be incorporated in the FY23/24 Budget)	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 5/23/22
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**Attachments to Agenda Packet Item:**

[Resolution\\_48.2022\\_Payment\\_to\\_Port\\_of\\_Umatilla.docx](#)

**Summary Statement:**

The City of Umatilla and the Port of Umatilla have a long history of economic development and generally support. The Port has investment several million dollars in infrastructure partnerships, commercial and industrial recruitment, water leases to the City and others in the region, legislative advocacy, and much more. In recent years, the Port has supported the City and the County by providing their consent to Enterprise Zone boundaries and general facilitation and support of the City and the County's use of the State's Strategic Investment Program.

In recognition of these valued services and support, and in acknowledgement of the Port supporting the City's individual efforts in economic development, the City wishes to provide these funds to support economic development within the Port's boundaries at their sole discretion.

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

**RESOLUTION NO. 48 – 2022**

**RESOLUTION 48-2022. A RESOLUTION APPROVING A PAYMENT OF \$1 MILLION TO THE PORT OF UMATILLA (“PORT”), TO OCCUR NO LATER THAN JUNE 30, 2024, FOR THE SUPPORT OF AND INVESTMENT IN ECONOMIC DEVELOPMENT WITHIN THE PORT’S BOUNDARIES.**

**WHEREAS**, the Umatilla City Council (“Council”) has adopted their 2021-2023 Goals where Goal 2 desires to Promote Economic Development and Job Growth; and

**WHEREAS**, Objective 2.10 of the Council’s Adopted Goals seeks to “partner with other jurisdictions... whenever possible to pool resources and leverage funds;” and

**WHEREAS**, Objective 2.3 of the Council’s Adopted Goals seeks to “reduce barriers to economic growth...;” and

**WHEREAS**, Council has adopted their 2021-2023 Goals where Goal 3 desires Enhance and Cultivate Relationships, Partnerships, and Community Perceptions; and

**WHEREAS**, Council recognizes and acknowledges the significant investments made by the Port of Umatilla (“Port”) in economic development inside the City of Umatilla and throughout the region; and

**WHEREAS**, Council recognizes and acknowledges the autonomy provided by the Port to pursue our own economic development endeavors and strategies through their issuance of consent to the creation of the Greater Umatilla Enterprise Zone and corresponding expansions of said zone throughout the years; and

**WHEREAS**, Council desires to provide \$1 million to the Port no later than June 30, 2024 to support the Port’s pursuit of economic development within the City of Umatilla and/or throughout the Port’s boundaries to be used at the Port’s sole discretion as they deem it to be in the best interest of the public; and

**WHEREAS**, Council further desires to express our appreciation of the Port’s efforts to promote economic vitality and diversification of the City’s economic portfolio and throughout the region and express our confidence in the Port’s efforts to be good stewards of these public resources.

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

1. The City of Umatilla will provide payment of one million dollars (\$1,000,000.00) to the Port of Umatilla no later than June 30, 2024 to be used at the Port’s sole discretion to support economic development with the City of Umatilla and/or within the Port’s boundaries.

**PASSED** by the City Council and **SIGNED** by the Mayor this 21<sup>st</sup> day of June, 2022.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> City Hall Hours & City Staffing	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> Likely a net-zero to the City	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> n/a
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**Attachments to Agenda Packet Item:**

**Summary Statement:**

With the cost of fuel and several other goods/services realizing a significant increase in cost recently and over the past year, as well as lessons learned from working remotely during the COVID-19 pandemic, staff seeks feedback and directions from Council on potential operating hours at City Hall and other departments of the City.

The new Public Works CBA has provisions of allowing staff to operate under a 10-hour workday. We envision being able to create a Mon-Thurs 10-hour shift and a Wed-Sat 10-hour shift (with staff crossing over on Wednesdays and Thursdays). This would reduce the costs associated with on-call and overtime and would actually add a day of available PW staff, while at the same time reducing the total number of staff working at the same time four days a week.

Additionally, we notice that foot traffic to City Hall is significantly less on Fridays. Staff is seeking feedback and direction to potentially moving to a 5-day a week schedule for City Hall, being open to the public Mon-Thurs during regular office hours 8:00am - 5:00pm, but the building being closed on Fridays with phone lines still being available for Friday operations by staff working remotely (utility payments and court, for example, would still be able to take and process these calls) and for staff to still be able to schedule in-person appointments at City Hall on Fridays.

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence



CITY OF UMATILLA, OREGON

**AGENDA BILL**

<b>Agenda Title:</b> Potential Litigation - ORS 192.660(2)(h) Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation.	<b>Meeting Date:</b> 2022-06-21
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> na	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> na	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

<b>Summary Statement:</b> Discussion
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<b>Consistent with Council Goals:</b> N/A
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