

**UMATILLA CITY COUNCIL MEETING
A G E N D A
COUNCIL CHAMBERS
MARCH 06, 2018
7:00 P.M.**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF MINUTES**
5.1 February 06, 2018 *pages 1 - 4*
6. **PUBLIC COMMENT:** The Council will hear discussion of unannounced matters pertaining to community business. Council may discuss, but can take no action formally on items not placed on the published agenda. Comments are limited to five (5) minutes per person with a total time for this section being 30 minutes. Attendees are asked to refrain from interrupting the Council session unless the Mayor or Council member(s) specifically request clarification from an audience member.*
7. **CONSENT AGENDA**
 - 7.1 Paid Invoices
 - a. CRIS, Inc. *page 7*
 - b. All Remaining Invoices *pages 5 - 21*
8. **COMMITTEE REPORTS**
 - 8.1 Police Committee Minutes *pages 22 - 23*
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
 - 10.1 Resolution No. 14 - 2018 – A Resolution Authorizing City Manager Russell W. Pelleberg to Sign an Intergovernmental Agreement No. DACW68-2-18 between the City and Department of Army for an Easement for Pipeline Right-of-Way *pages 24 - 49*
 - 10.2 Resolution No. 15 – 2018 – A Resolution Authorizing the Mayor to Sign a Service Contract Agreement between the City and Kuhn Law Offices for General City Attorney Services *pages 50 - 54*
 - 10.3 Resolution No. 16 - 2018 – A Resolution Authorizing the Mayor to Sign an Agreement between the City and CIS for GASB 75 Actuarial Services *pages 55 - 60*
 - 10.4 Ordinance No. 822 – An Ordinance Accepting the Maintenance of Lind Road *pages 61 - 63*

11. CORRESPONDENCE

12. PUBLIC COMMENT: *See #6

13. MAYOR'S MESSAGE

14. STAFF REPORT

14.1 Manager's Report *pages 64 - 65*

15. COUNCIL INFORMATION & DISCUSSION

16. ADJOURN TO EXECUTIVE SESSION – ORS 192.660(2)

17. RECONVENE

18. ADJOURN

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**CITY OF UMATILLA
COUNCIL MEETING
February 06, 2018**

1. **CALLED TO ORDER:** Mayor Dufloth called the regular council meeting to order at 7:00pm.

2. **ROLL CALL**

PRESENT: Councilors Keith, Roxbury, Ray, Ribich, Torres – Medrano, and TenEyck.

STAFF PRESENT: Recorder Sandoval, Manager Pelleberg, Deputy City Manager Ince, Public Works Director Barron, Planner Seitz, Community Development Director Mabbott, and Chief Huxel.

3. **PLEDGE OF ALLEGIANCE:** Mayor Dufloth asked for a moment of silence in remembrance of community members Nathaniel TenEyck, Anne Sharp, and Keith Harding.

Pledge of allegiance was recited at 7:03pm.

4. **APPROVAL OF AGENDA:** It was moved by Councilor Ray to add a donation letter from the Umatilla Booster Club as an item under New Business. It was seconded by Councilor Torres – Medrano. Voted: 6-0. Motion carried unanimously.

Councilor TenEyck identified a typo on Resolution No. 13-2018.

It was moved by Councilor Roxbury to approve the amended agenda. The motion was seconded by Councilor Ribich. Voted: 6-0. Motion carried unanimously.

5. **APPROVAL OF MINUTES:** It was moved by Councilor TenEyck to approve minutes for January 02, 2018. The motion was seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

6. **PUBLIC COMMENT:**

Craig Simson - Mr. Simson wanted to let the council know that he was against a convicted felon holding a liquor license in Umatilla.

7. **CONSENT AGENDA:**

It was moved by Councilor TenEyck to approve paid invoice CRIS, Inc. The motion was seconded by Councilor Ribich. Voted: 5-1-0. Councilor Ray abstained. Motion carried.

Councilor TenEyck asked about item 332 DCBS – Fiscal Services on page 8. Deputy City Manager Ince explained that it was the 12 percent building surcharge for 4th quarter.

Councilor TenEyck asked about item 712 JUB Engineers, Inc. on page 12. City Manager Pelleberg explained that it was mostly grant money passing through for the reuse feasibility analysis.

Councilor TenEyck moved to approved All Remaining Invoices. The motion was seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously

Councilor Ray moved to approved court report for December and January. The motion was seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously

8. COMMITTEE REPORTS:

It was moved by Councilor Ribich to reappoint Arnell Eynon to the Budget Committee and Jodi Hinsely to the Code Enforcement Board. Voted: 6-0. Motion carried unanimously.

9. UNFINISHED BUSINESS: None.

10. NEW BUSINESS:

Liquor License Application – Sams Stop and Shop - Manager Pelleberg explained that there were new owners operating Sams Stop and Shop. There had always been off premise sales permitted, and there were no issues with the zoning. It was moved by Councilor Keith to approve the Liquor License Application for Sams Stop and Shop. The motion was seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.

Liquor License Application – HWY 730 Tavern - Planner Seitz explained that due to our current zoning this application would not meet the minimum requirements to be permitted to sell alcohol on premises. It was moved by Councilor TenEyck to approve the Liquor License Application for HWY 730 Tavern. The motion was seconded by Councilor Ray. Voted: 0-6. Motion failed unanimously.

Resolution No. 13 – 2018 – A Resolution Authorizing the Mayor to Sign a Consent to Vacation for Property Owned by the City of Umatilla. It was moved by Councilor TenEyck to approve Resolution No. 13 - 2018. The motion was seconded by Councilor Ribich. Voted: 6-0. Motion carried unanimously.

Façade Grant Application -House of Mowers – It was moved by Councilor Torres – Medrano to approve House of Mowers grant request in the amount of \$3,000.00 (Three thousand dollars). The motion was seconded by Councilor Ribich. Voted: 6-0. Motion carried unanimously.

Façade Grant Application - Alanis Auto Details – It was moved by Councilor Roxbury to approve Alanis Auto Details grant request in the amount of \$5,100.00 (Five thousand one hundred dollars). The motion was seconded by Councilor Torres - Medrano. Voted: 6-0. Motion carried unanimously.

Resignation of City Attorney - It was moved by Councilor Roxbury to accept the resignation of City Attorney David Blanc. The motion was seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

Acceptance of New City Attorney Services – It was moved by Councilor Ribich to approve the RFP submitted by Kuhn Law Offices, and move forward with negotiations. The motion was seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

Umatilla Booster Club Letter – It was moved by Councilor Roxbury to donate \$250 (two hundred fifty dollars) to the Umatilla Booster Club for their 11th Annual Steak Dinner. The motion was seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

11. CORRESPONDENCE: None.

12. PUBLIC COMMENT:

Jose Alanis – Asked Councilor Torres – Medrano to translate for him. He would spoke in Spanish, but wanted to thank the Council for approving his façade grant application. He had experienced some setbacks with the change of people, but the change of new staff has been huge. He joked that needed to keep his relations with the city, his accountant, and his bank thriving. He feels comfortable with the patrolling the police do around his business. He is comfortable with the Code Enforcement Officer and her politeness. He feels that Umatilla is becoming a safe place for the Hispanic/Latino business owners and he has encouraged fellow business owners to attend meetings. He wanted to let them know that there was no need to live in fear, because Umatilla and the staff were supporting them.

13. MAYOR’S MESSAGE: Mayor Dufloth wanted to thank the community, the school district, and city staff for their support to Councilor TenEyck during such a difficult time in his life. He does not know the pain of losing a child, nor does he want to know that pain.

He appreciated the effort the community put forth to support the TenEyck family. He said it was actions like this that were helping to build trust between city staff and the community. Umatilla was an amazing gem, and it was about time we started polishing the jewel. He was excited to see the growth, the beautification, and the Master Parks Plan. He said we needed to start getting the community engaged and get them talking about the future of Umatilla.

When people ask why Umatilla? He has responded, why not? We have a progressive city manager, top notch city staff, developing our building and community departments, an amazing police department and public works department. He said Umatilla was no longer a bedroom community. We are waking up and looking at the future.

14. STAFF REPORT: Manager Pelleberg stated that he was thankful for his staff and the support from the community. He said thanks for sticking with us and weathering the storm. He added that department heads had met with Senator Bill Hansell, and he showed tremendous support on relocating the Port of Entry. Representative Greg Smith would be visiting Umatilla on February 21. Manager Pelleberg also announced that they were working on Police Union negotiations. He thanked Deputy City Manager Ince and staff for the new website that went live on February 4, 2018. He also stated that Slam Dunk the Junk would be on April 7th. He would be out of the office on Friday, February 9, 2018 and Monday, February 12, 2018.

15. COUNCIL INFORMATION & DISCUSSION:

Councilor Keith – He wanted to address old fire hydrants. He stated that we needed to start prioritizing which ones needed to be replaced and updated. Public Works Director Barron let him know that city staff was labeling which fire hydrants were not operable. There were several that were scheduled to be replaced.

Councilor Roxbury – He thanked Councilor Torres – Medrano for translating for the council when Mr. Alanis was addressing them.

Councilor Ray – He thanked Deputy City Manager Ince, Recorder Sandoval, and Utility Clerk Caldera for their efforts in helping Councilor TenEyck at the memorial service for his son. He wanted an update with the SIP agreement and the County. Manager Pelleberg stated that they could schedule a meeting to discuss those things.

Councilor Ribich – He thanked the staff for everything. He thanked the audience for their attendance. He welcomed the new owners of Sams Stop and Shop #7 and thanked them for taking on one of the local businesses.

Councilor Torres - Medrano – She thanked staff and volunteers for their hard work. She was grateful to be part of such an amazing community. She also thanked Mr. Alanis for his kind words about our small community.

Councilor TenEyck – He thanked City Manager Pelleberg and his staff for the help at his son’s memorial service. He appreciated the refreshments and baked goods that were donated and how they were set up. He also thanked Recorder Sandoval for her help developing the memorial folders. He wanted to let the School District how much he appreciated that they set everything up and tore everything down for them. He was still awestruck at the amount of people how showed up to honor Nate. He lived in an amazing little town, and appreciated the outpour and support that this community had shown him and his family. He also noted that it was their job to make sure that we enabled the community to progress and grow. They should do everything in their power to foster cohesiveness.

16. ADJOURN TO EXECUTIVE SESSION –

17. RECONVENE:

18. ADJOURN: The next regular meeting will be held on March 06, 2018 at 7:00pm. It was moved by Councilor Ray to adjourn the meeting. The motion was seconded by Councilor Ribich Voted: 6-0. Motion carried. Meeting adjourned at 8:19 pm.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
26							
26	AgSource Laboratories	90364800	WATER BOD AND TSS ANALYSIS	01/02/18	76.85	41264	02/22/18
		90364801	WATER BOD AND TSS ANALYSIS	01/03/18	76.85	41264	02/22/18
		90366867	WATER BOD AND TSS ANALYSIS	01/17/18	76.85	41264	02/22/18
		90368350	WATER BOD AND TSS ANALYSIS	01/09/18	76.85	41264	02/22/18
		90368351	WATER BOD AND TSS ANALYSIS	01/23/18	76.85	41264	02/22/18
	Total 26:				<u>384.25</u>		
59							
59	Aramark Uniform Services, Inc.	863251172	Mats & Towels	01/04/18	96.00	41191	02/07/18
		863251174	Mats & Towels	01/04/18	68.00	41191	02/07/18
		863272038	Mats & Towels	01/18/18	115.20	41191	02/07/18
		863272040	Mats & Towels	01/18/18	82.30	41191	02/07/18
	Total 59:				<u>361.50</u>		
92							
92	Banner Bank Mastercard	2418JAN18	OFFICE SUPPLIES	01/31/18	106.42	41192	02/07/18
		2418JAN18	OFFICE EQUIPMENT	01/31/18	169.04	41192	02/07/18
		2418JAN18	OACP CONFERENCE	01/31/18	165.46	41192	02/07/18
		4480JAN18	JUB LUNCHEON	01/31/18	19.94	41192	02/07/18
		4480JAN18	SEWER DEPT MAINTENANCE	01/31/18	97.69	41192	02/07/18
		4480JAN18	STREET DEPT MAINTENANCE	01/31/18	41.21	41192	02/07/18
		4480JAN18	SECURITY SYSTEM FOR LIBRARY	01/31/18	337.04	41192	02/07/18
		4480JAN18	VERIZON	01/31/18	74.68	41192	02/07/18
		4480JAN18	VERIZON	01/31/18	74.69	41192	02/07/18
		4480JAN18	LUNCHEON-HARVEST FOODS	01/31/18	18.32	41192	02/07/18
		4868JAN18	PESTICIDE LICENSE RENEWAL	01/31/18	25.00	41192	02/07/18
		4868JAN18	PESTICIDE LICENSE RENEWAL	01/31/18	25.00	41192	02/07/18
		4868JAN18	OREGON PESTICIDE CONFERENCE REGISTRATION	01/31/18	47.50	41192	02/07/18
		4868JAN18	OREGON PESTICIDE CONFERENCE REGISTRATION	01/31/18	47.50	41192	02/07/18
		5919JAN18	DMV LOST TITLE FEE	01/31/18	77.00	41192	02/07/18
		5919JAN18	DOA PESTICIDE LIC RENEWALS	01/31/18	165.00	41192	02/07/18
		5919JAN18	CIS CONFERENCE REGISTRATION	01/31/18	175.00	41192	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5919JAN18	GFOA ONLINE TRAINING	01/31/18	445.00	41192	02/07/18
		5919JAN18	COUNCIL RETREAT FACILITY RENTAL	01/31/18	220.00	41192	02/07/18
		5919JAN18	CANON DIGITAL SLR CAMERA W/WARRANTY	01/31/18	497.81	41192	02/07/18
		5919JAN18	SYMPATHY GIFT	01/31/18	79.89	41192	02/07/18
		5919JAN18	4 PARK BENCHES, 4 PARK RECEPTACLES	01/31/18	3,698.49	41192	02/07/18
		8522JAN18	FLOOD PLAIN CERT. - SEITZ	01/31/18	160.00	41192	02/07/18
		8522JAN18	INT'L CODE BOOKS	01/31/18	510.95	41192	02/07/18
		8522JAN18	DCBS TRAINING -SEITZ	01/31/18	125.00	41192	02/07/18
		8522JAN18	HOUSING CONFERENCE - MABBOTT	01/31/18	90.00	41192	02/07/18
		8522JAN18	LUNCHEON SIP MEETING	01/31/18	23.40	41192	02/07/18
	Total 92:				<u>7,517.03</u>		
97							
	97 Barron, Jason	JAN2018	Per Diem - REDMOND	01/31/18	112.89	41194	02/07/18
		JAN2018	Per Diem - REDMOND	01/31/18	112.89	41194	02/07/18
	Total 97:				<u>225.78</u>		
159							
	159 Broad Reach	ARU0249680	Books for Library	02/02/18	112.75	41267	02/22/18
	Total 159:				<u>112.75</u>		
214							
	214 Cascade Natural Gas Corp.	CITYHALLJA	700 6th Street New City Hall/Library	01/31/18	164.65	41195	02/07/18
		CITYHALLJA	700 6th Street New City Hall/Library	01/31/18	164.65	41195	02/07/18
		CITYHALLJA	700 6th Street New City Hall/Library	01/31/18	164.65	41195	02/07/18
		DRAPERJAN	Natural Gas Draper Street	01/26/18	216.27	41195	02/07/18
		SEWERJAN	Natural Gas Sewer Plant	01/26/18	902.18	41195	02/07/18
	Total 214:				<u>1,612.40</u>		
218							
	218 Casiday Battery Co.	7910	Water Dept Battery	01/26/18	89.95	41196	02/07/18
	Total 218:				<u>89.95</u>		
222							
	222 Center Point Large Print	1550813	Large Print Books for Library	02/01/18	182.76	41269	02/22/18
	Total 222:				<u>182.76</u>		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
226							
226	CenturyLink	0453JAN18	Police Dept T31 Line	01/25/18	93.23	41197	02/07/18
	Total 226:				93.23		
273							
273	Commercial Tire	225023	Police Dept Vehicle Maintenance	01/27/18	24.45	41270	02/22/18
	Total 273:				24.45		
285							
285	Corey, Byler & Rew, LLP	1130285-028	Legal Services - Public Records Request	01/31/18	30.92	41271	02/22/18
	Total 285:				30.92		
301							
301	Criminal Justice Training Commi	201129162	Training Wright	11/02/17	150.00	41200	02/07/18
	Total 301:				150.00		
302							
302	CRIS Inc.	013118-M	Contract Service Agreement	01/31/18	12,500.00	41201	02/07/18
	Total 302:				12,500.00		
308							
308	Crystal Springs	9262940 020	Water for Police Department	02/07/18	37.90	41272	02/22/18
	Total 308:				37.90		
343							
343	DEMCO, Inc.	6282262	Supplies for Library	01/03/18	38.29	41202	02/07/18
	Total 343:				38.29		
351							
351	DEQ - Water Quality Division	UST18-0001	Marina - Annual Fee for Underground Storage Tanks	01/17/18	390.00	41203	02/07/18
	Total 351:				390.00		
368							
368	DIVCO	SCPAY6949	HVAC Maintenance - City Hall	02/01/18	461.25	41204	02/07/18
		SCPAY6949	HVAC Maintenance - Public Works	02/01/18	133.75	41204	02/07/18
		SCPAY6949	HVAC Maintenance - Sewer Plant	02/01/18	323.75	41204	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 368:					918.75		
388							
388	Duke's Auto Plus	11192	Police Dept Vehicle Maintenance	02/06/18	285.00	41273	02/22/18
Total 388:					285.00		
397							
397	Dynamic Computer Consulting, I	11417	Computer & Network Services	01/31/18	470.00	41206	02/07/18
		11482	Proof Point Security monthly, Remote Backups	01/31/18	216.50	41206	02/07/18
Total 397:					686.50		
400							
400	East Oregonian	20673	REQUEST FOR PROPOSAL	01/03/18	666.72	41207	02/07/18
		21514	Public Notice	01/15/18	256.56	41207	02/07/18
Total 400:					923.28		
405							
405	Eastern Oregon Telecom, LLC	8743JAN18	Telephone/Fiber Services	01/31/18	55.39	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	88.01	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	264.06	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	264.06	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	264.06	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	244.86	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	510.52	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	169.58	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	280.91	41208	02/07/18
		8743JAN18	Telephone/Fiber Services	01/31/18	68.58	41208	02/07/18
Total 405:					2,210.03		
433							
433	EOTEC	2017-4THQT	Tourism Promotion Assessment Oct-Dec 2017	12/31/17	5,605.11	41274	02/22/18
Total 433:					5,605.11		
452							
452	Fastenal Company	ORHER6326	Street Equipment Maintenance	02/02/18	10.29	41275	02/22/18
Total 452:					10.29		
456							
456	FEI #3011 Waterworks	0583466	WATER DEPT MAINTENANCE	01/17/18	290.51	41210	02/07/18
		0616074-1	SR2 METER PARTS	01/05/18	65.44	41210	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0624327	(6) 1" WATER METERS & CABLES	01/24/18	1,438.44	41210	02/07/18
Total 456:					<u>1,794.39</u>		
554							
554	Gotcha Covered	952496	Cleaning Services	02/07/18	443.84	41276	02/22/18
		952496	Cleaning Services	02/07/18	383.98	41276	02/22/18
		952496	Cleaning Services	02/07/18	383.98	41276	02/22/18
		952496	Cleaning Services	02/07/18	248.20	41276	02/22/18
Total 554:					<u>1,460.00</u>		
587							
587	H.D. Fowler Company	14721335	Water Dept Supplies	01/04/18	225.77	41277	02/22/18
		14725772	Water Dept Supplies	01/11/18	108.17	41277	02/22/18
		14730089	Water Dept Supplies	01/18/18	14.34	41277	02/22/18
Total 587:					<u>348.28</u>		
623							
623	Heller & Sons Dist., Inc.	CL06894-IN	Gasoline for Police Cars	01/31/18	1,961.38	41212	02/07/18
		CL06895-IN	Gas for Public Works Vehicles	01/31/18	650.49	41212	02/07/18
		CL06895-IN	Gas for Public Works Vehicles	01/31/18	1,061.83	41212	02/07/18
		CL06895-IN	Gas for Public Works Vehicles	01/31/18	420.90	41212	02/07/18
		CL06895-IN	Gas for Public Works Vehicles	01/31/18	1,055.45	41212	02/07/18
Total 623:					<u>5,150.05</u>		
627							
627	Hermiston Auto Parts, Inc.	647-566648	Street Equipment Maintenance	01/02/18	14.90	41213	02/07/18
		647-566654	Park Maintenance	01/02/18	25.96	41213	02/07/18
		647-566655	Park Equip Maintenance	01/02/18	79.07	41213	02/07/18
		647-566664	Park Equip Maintenance	01/02/18	56.83	41213	02/07/18
		647-566693	Street Maintenance	01/03/18	21.92	41213	02/07/18
		647-566702	Park Equip Maintenance	01/03/18	25.96	41213	02/07/18
		647-566747	Street Equipment Maintenance	01/04/18	5.29	41213	02/07/18
		647-566767	Water Dept Maintenance	01/04/18	5.29	41213	02/07/18
		647-566784	Street Equipment Maintenance	01/05/18	19.35	41213	02/07/18
		647-566787	Water Dept Maintenance	01/05/18	9.35	41213	02/07/18
		647-566819	Street Equipment Maintenance	01/05/18	65.91	41213	02/07/18
		647-566884	Street Equipment Maintenance	01/08/18	3.34	41213	02/07/18
		647-566885	Street Equipment Maintenance	01/08/18	5.03	41213	02/07/18
		647-566994	Street Equipment				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Maintenance	01/11/18	6.32	41213	02/07/18
		647-567045	Street Equipment	01/12/18	55.36	41213	02/07/18
		647-567239	Maintenance Water Dept Maintenance	01/18/18	21.98	41213	02/07/18
	Total 627:				411.28		
632							
632	Hermiston Herald, The	3354-2018	Subscription for Library	04/07/18	42.65	41278	02/22/18
	Total 632:				42.65		
637							
637	Hermiston Quicky Lube	415237	Oil Change 2010 Dodge Charger	01/05/18	55.85	41214	02/07/18
		415456	Oil Change - 2008 charger	01/11/18	37.95	41214	02/07/18
		415463	Oil Change 2013 Charger	01/11/18	42.95	41214	02/07/18
		415466	Oil Change 2010 Dodge Charger	01/11/18	55.85	41214	02/07/18
	Total 637:				192.60		
659							
659	Home Depot Credit Services	1109142	MAINTENANCE - POLICE DEPT	01/17/18	14.97	41216	02/07/18
		9041791	Water Dept Maintenance Supplies	01/09/18	55.26	41216	02/07/18
	Total 659:				70.23		
693							
693	Ingram	32436635	Library Books	01/03/18	30.50	41218	02/07/18
		32443994	Library Books	01/03/18	33.59	41218	02/07/18
		32443995	Library Books	01/03/18	15.59	41218	02/07/18
		32443996	Library Books	01/03/18	9.75	41218	02/07/18
		32443997	Library Books	01/03/18	36.00	41218	02/07/18
		32443998	Library Books	01/03/18	27.44	41218	02/07/18
		32443999	Library Books	01/03/18	24.59	41218	02/07/18
		32542459	Library Books	01/09/18	34.19	41218	02/07/18
		32645727	Library Books	01/16/18	16.19	41218	02/07/18
		32645728	Library Books	01/16/18	16.80	41218	02/07/18
		32645729	Library Books	01/16/18	16.80	41218	02/07/18
		32645730	Library Books	01/16/18	14.40	41218	02/07/18
		32802782	Library Books	01/23/18	17.39	41218	02/07/18
		32802783	Library Books	01/23/18	9.14	41218	02/07/18
		32802784	Library Books	01/23/18	48.58	41218	02/07/18
		32936609	Library Books	01/30/18	16.19	41218	02/07/18
		32936610	Library Books	01/30/18	16.79	41218	02/07/18
		32936611	Library Books	01/30/18	65.37	41218	02/07/18
		DISCOUNTJ	Discount Available	01/31/18	4.45-	41218	02/07/18
	Total 693:				444.85		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
712							
712	J U B Engineers, Inc.	114659	ENGINEERING	02/14/18	533.66	41279	02/22/18
		114659	6th St Project Engineering	02/14/18	5,512.27	41279	02/22/18
		114659	Bonney Ln Water/Swr Service Analysis	02/14/18	3,746.72	41279	02/22/18
		114659	KIWANIS FALLS LANDSCAPE DESIGN	02/14/18	99.00	41279	02/22/18
		114659	COPIES/POSTAGE	02/14/18	54.13	41279	02/22/18
		114660	Beneficial Reuse Feasibility Analysis	02/14/18	20,691.71	41279	02/22/18
Total 712:					<u>30,637.49</u>		
715							
715	J.F.J. Disc Repair Inc.	0192799-IN	Supplies for Disc Cleaner	01/22/18	43.24	41219	02/07/18
Total 715:					<u>43.24</u>		
720							
720	James C. Fulper dba Health Opt	75318	Physical Tassie	01/26/18	178.33	41220	02/07/18
Total 720:					<u>178.33</u>		
768							
768	Kids Reference Co.	KRC01-6709	Books for Library	01/02/18	110.88	41224	02/07/18
Total 768:					<u>110.88</u>		
770							
770	KIE Supply Corp	341986	Marina - irrigation supplies	01/09/18	12.93	41225	02/07/18
		342481	Water Dept Maintenance	01/10/18	88.52	41225	02/07/18
Total 770:					<u>101.45</u>		
780							
780	Krogh, Theresa	JAN18	Weddings	01/31/18	50.00	41226	02/07/18
Total 780:					<u>50.00</u>		
857							
857	Mail Finance	N6992415	Postage Meter Annual Rental	02/08/18	1.55	41282	02/22/18
		N6992415	Postage Meter Annual Rental	02/08/18	6.19	41282	02/22/18
		N6992415	Postage Meter Annual Rental	02/08/18	6.19	41282	02/22/18
		N6992415	Postage Meter Annual Rental	02/08/18	183.44	41282	02/22/18
		N6992415	Postage Meter Annual Rental	02/08/18	183.44	41282	02/22/18
		N6992415	Postage Meter Annual Rental	02/08/18	6.19	41282	02/22/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 857:					387.00		
917							
917	Mendoza, Maria	131850R	Restitution Payment	01/31/18	47.30	41229	02/07/18
Total 917:					47.30		
950							
950	Modern Marketing Inc.	MMI125556	ACTIVITY SUPPLIES	01/05/18	315.17	41167	Multiple
		MMI125556	ACTIVITY SUPPLIES	01/05/18	315.17-		
Total 950:					.00		
995							
995	Norco	22985573	Cylinder Rental	01/31/18	43.12	41231	02/07/18
		22985573	Cylinder Rental	01/31/18	43.12	41231	02/07/18
Total 995:					86.24		
1045							
1045	Oregon Assoc Chiefs of Police	449	Dues Kennedy	02/08/18	150.00	41283	02/22/18
Total 1045:					150.00		
1046							
1046	Oregon Assoc of Water Util	24155	Conference M & T - BARRON	02/05/18	320.00	41233	02/07/18
Total 1046:					320.00		
1052							
1052	Oregon Dept of Revenue	STATEASSE	State Court Assessments	01/31/18	28,998.43	41234	02/07/18
Total 1052:					28,998.43		
1080							
1080	Owen Equipment Co.	181938	Street Equipment	01/23/18	592.89	41235	02/07/18
		181984	Street Equipment	01/25/18	131.52	41235	02/07/18
Total 1080:					724.41		
1086							
1086	Pacific Power	0013FEB18	Hwy 395 & 730 Intertie Well	02/14/18	387.12	41284	02/22/18
		0021FEB18	205 Powerline/McNary Ind Park/WWTP	01/24/18	8,492.13	41236	02/07/18
		0039FEB18	McFarland Well	01/26/18	1,672.77	41236	02/07/18
		0047FEB18	McNary Mobil Phase 2	01/30/18	269.91	41236	02/07/18
		0054FEB18	City Park Restrooms	01/24/18	49.36	41236	02/07/18
		0062FEB18	Shop Complex	02/14/18	32.13	41284	02/22/18
		0070FEB18	8th & F SE Corner	02/14/18	36.27	41284	02/22/18
		0088FEB18	8th & E St SS Park	02/14/18	164.56	41284	02/22/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0096FEB18	6th & A St Decorative Light	01/24/18	22.56	41236	02/07/18
		0104FEB18	Street Lights	01/31/18	2,371.01	41236	02/07/18
		0112FEB18	800 6th St/City Hall/Library	02/14/18	257.23	41284	02/22/18
		0112FEB18	800 6th St/City Hall/Library	02/14/18	257.22	41284	02/22/18
		0112FEB18	800 6th St/City Hall/Library	02/14/18	257.22	41284	02/22/18
		0120FEB18	300 6th St	02/14/18	654.18	41284	02/22/18
		0146FEB18	Bud Draper Dr	02/14/18	3,722.16	41284	02/22/18
		0153FEB18	Water Booster Station	02/14/18	1,592.49	41284	02/22/18
		0161FEB18	Water Tank Port	02/14/18	3,661.72	41284	02/22/18
		0179FEB18	285 Radar Rd Booster Pump	01/26/18	689.41	41236	02/07/18
		0187FEB18	Div 7 Naches Ave Lift	02/14/18	31.93	41284	02/22/18
		0377FEB18	Bath House Marina	01/24/18	941.55	41236	02/07/18
		0385FEB18	Fish Cleaning Station Marina	01/24/18	17.87	41236	02/07/18
		0393FEB18	West End Comfort Station	01/24/18	17.87	41236	02/07/18
		0401FEB18	15 HP Pump Marina Levy	01/24/18	109.53	41236	02/07/18
		0419FEB18	Quincy Ave N 2nd Marina office bldg	01/24/18	131.67	41236	02/07/18
		0427FEB18	Marina Park	01/24/18	1,891.96	41236	02/07/18
		0435FEB18	1710 Quincy St Marina	01/24/18	1,000.39	41236	02/07/18
		0443FEB18	Umatilla Marina St Lights	02/13/18	193.31	41284	02/22/18
		0476FEB18	Street Light Powerline/730	01/24/18	21.91	41236	02/07/18
	Total 1086:				<u>28,947.44</u>		
1090							
1090	Pacificorp (Joint Use)	CR171433	Annual Distribution Contract	10/06/17	452.80	41237	02/07/18
	Total 1090:				<u>452.80</u>		
1133							
1133	Platt	P299193	City Hall Maintenance	01/03/18	91.95	41239	02/07/18
		P402783	PARKS DEPT MAINTENANCE	01/03/18	27.79	41239	02/07/18
		P410029	PARKS DEPT MAINTENANCE	01/04/18	10.30	41239	02/07/18
	Total 1133:				<u>130.04</u>		
1141							
1141	Postmaster	FEB2018	MAIL UTILITY & NEWS LETTER	02/01/18	1,500.00	41240	02/07/18
		FEB2018	MAIL UTILITY & NEWS LETTER	02/01/18	1,500.00	41240	02/07/18
	Total 1141:				<u>3,000.00</u>		
1193							
1193	Recorded Books, LLC	75707978	Books on Tape for Library	02/09/18	152.96	41286	02/22/18
		75709694	Books on Tape for Library	01/23/18	7.95	41243	02/07/18
		75710956	Books on Tape for Library	01/23/18	19.99	41243	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1193:					180.90		
1237							
1237	Ross Machine & Steel Sales, Inc	43330	Street Maintenance	02/05/18	13.00	41287	02/22/18
Total 1237:					13.00		
1259							
1259	Sanitary Disposal, Inc.	DEC2017	Refuse Collection	12/31/18	42,589.14	41244	02/07/18
		DEC2017	Marina Refuse	12/31/18	694.75	41244	02/07/18
Total 1259:					43,283.89		
1322							
1322	SME Solutions, LLC	250449	Marina - Fuel Pump Nozzle Repair	01/19/18	230.00	41245	02/07/18
Total 1322:					230.00		
1332							
1332	Smitty's Ace Hardware	567273	PARKS MAINTENANCE	01/04/18	23.97	41247	02/07/18
		567288	Sewer Dept. Maintenance	01/04/18	15.97	41247	02/07/18
		567296	water dept maintenance	01/04/18	25.47	41247	02/07/18
		567499	Sewer Equip. Maint	01/08/18	28.17	41247	02/07/18
		567509	PARKS MAINTENANCE	01/08/18	156.49	41247	02/07/18
		567541	PARKS MAINTENANCE	01/08/18	149.98	41247	02/07/18
		568077	PARKS MAINTENANCE	01/16/18	17.36	41247	02/07/18
		568247	PARKS MAINTENANCE	01/18/18	35.00	41247	02/07/18
		568467	PARKS MAINTENANCE	01/22/18	31.58	41247	02/07/18
		568678	PARKS MAINTENANCE	01/24/18	50.72	41247	02/07/18
		568740	Street Equip Maintenance	01/25/18	21.57	41247	02/07/18
		568845	Street Equip Maintenance	01/26/18	12.99	41247	02/07/18
		568958	Street Maintenance	01/29/18	26.99	41247	02/07/18
		568959	PARKS MAINTENANCE	01/29/18	14.33	41247	02/07/18
		569011	Street Equip Maintenance	01/30/18	32.24	41247	02/07/18
		569013	Street Equip Maintenance	01/30/18	2.99	41247	02/07/18
		569014	Street Maintenance	01/30/18	26.99-	41247	02/07/18
		569128	Street Equip Maintenance	01/31/18	16.86	41247	02/07/18
		DISCJAN18	Discount available	01/31/18	22.50-	41247	02/07/18
		DISCJAN18	Discount available	01/31/18	.90-	41247	02/07/18
		DISCJAN18	Discount available	01/31/18	1.20-	41247	02/07/18
		DISCJAN18	Discount available	01/31/18	5.40-	41247	02/07/18
Total 1332:					605.69		
1343							
1343	Specks Printing	7165	Split Distribution	01/29/18	49.80	41249	02/07/18
		7165	Split Distribution	01/29/18	49.80	41249	02/07/18
		7165	Splist Distribution	01/29/18	49.80	41249	02/07/18
		7165	Split Distribution	01/29/18	49.80	41249	02/07/18
		7165	Split Distribution	01/29/18	49.80	41249	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1343:					249.00		
1387							
1387	Table Rock Analytical Lab	19747	Coliform drinking water tests	01/18/18	240.00	41250	02/07/18
		20091	Coliform drinking water tests	02/14/18	240.00	41288	02/22/18
Total 1387:					480.00		
1392							
1392	Talos Engineering, Inc.	989	Cellular Texting System	02/02/18	55.00	41289	02/22/18
Total 1392:					55.00		
1463							
1463	Umatilla Chamber of Commerce	2017-4THQT	4TH QTR CONTRIBUTION 2017	12/31/17	5,250.00	41292	02/22/18
		2017-4THQT	4TH QTR RECP 2017	12/31/17	3,398.46	41292	02/22/18
Total 1463:					8,648.46		
1471							
1471	Umatilla County Finance Dept	COUNTYAS	County Court Assessment	01/31/18	4,066.32	41253	02/07/18
Total 1471:					4,066.32		
1476							
1476	Umatilla County Sheriff's Ofc	2018010008	911 Dispatch Services	01/31/18	11,247.50	41254	02/07/18
Total 1476:					11,247.50		
1478							
1478	Umatilla Elect. Coop. Assoc.	002FEB18	60 HP Sewer Pump	02/01/18	66.78	41293	02/22/18
		240JAN18	5 HP Sewer Pump Wildwood Elect	01/20/18	45.38	41255	02/07/18
		240JAN18	Street Light Electric	01/20/18	9.06	41255	02/07/18
		240JAN18	Hwy 730 / 395	01/20/18	8.00	41255	02/07/18
		240JAN18	Hwy 730 / McNary	01/20/18	8.00	41255	02/07/18
Total 1478:					137.22		
1488							
1488	Unifirst Corporation	1430208625	Bldg Maint/Supplies CH/Library	12/29/17	31.71	41256	02/07/18
		1430208625	Bldg Maint/Supplies CH/Library	12/29/17	49.12	41256	02/07/18
		1430208625	Bldg Maint/Supplies CH/Library	12/29/17	49.12	41256	02/07/18
		1430209064	Bldg Maint/Supplies CH/Library	01/05/18	51.64	41256	02/07/18
		1430209064	Bldg Maint/Supplies CH/Library	01/05/18	80.00	41256	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430209064	Bldg Maint/Supplies CH/Library	01/05/18	80.00	41256	02/07/18
		1430209483	Bldg Maint/Supplies CH/Library	01/12/18	30.34	41256	02/07/18
		1430209483	Bldg Maint/Supplies CH/Library	01/12/18	47.00	41256	02/07/18
		1430209483	Bldg Maint/Supplies CH/Library	01/12/18	47.00	41256	02/07/18
		1430209895	Bldg Maint/Supplies CH/Library	01/19/18	30.34	41256	02/07/18
		1430209895	Bldg Maint/Supplies CH/Library	01/19/18	47.00	41256	02/07/18
		1430209895	Bldg Maint/Supplies CH/Library	01/19/18	47.00	41256	02/07/18
	Total 1488:				<u>590.27</u>		
1490							
1490	Uni-Tech Communications	12642	Install Wireless Conference System in Council Chambers	02/06/18	309.00	41294	02/22/18
	Total 1490:				<u>309.00</u>		
1500							
1500	UPS	84WV8028	Police Postage	01/13/18	41.91	41257	02/07/18
		84WV8038	Police Postage	01/20/18	85.74	41257	02/07/18
	Total 1500:				<u>127.65</u>		
1504							
1504	USA Bluebook	483075	Water dept testing supplies	02/02/18	181.82	41258	02/07/18
		494058	Water dept maintenance	02/15/18	854.74	41295	02/22/18
	Total 1504:				<u>1,036.56</u>		
1518							
1518	Vandever, Stephen	FEB2018	Per Diem Training - MARCH	02/22/18	147.50	41296	02/22/18
	Total 1518:				<u>147.50</u>		
1520							
1520	Verizon Wireless	9800948292	PW Cell Phones/On-call phone	02/02/18	105.44	41297	02/22/18
		9800948292	Police Department Cell Phones	02/02/18	632.64	41297	02/22/18
		9800948293	Police Air Cards	02/02/18	327.01	41297	02/22/18
	Total 1520:				<u>1,065.09</u>		
1543							
1543	Watertech, Inc.	W063065	55 Gallon Drums (450)	01/31/18	675.00	41261	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1543:					675.00		
1574							
1574	Wildcat Electric, LLC	3510	LIBRARY-ADDED OUTLETS FOR CAMERAS	02/07/18	820.00	41298	02/22/18
Total 1574:					820.00		
1627							
1627	Kennewick Ranch and Home, In	50070147	Sewer Dept - Personal Protective Equip.	01/17/18	189.90	41223	02/07/18
Total 1627:					189.90		
1629							
1629	Jordan Ramis PC	143677	JAN 2018 LEGAL SERVICES	01/25/18	1,736.00	41221	02/07/18
Total 1629:					1,736.00		
1715							
1715	Ducote Consulting	1120	SPWF Final Design Admin	01/31/18	315.00	41205	02/07/18
		1120	WRD Feasibility Study Environmental	01/31/18	490.00	41205	02/07/18
Total 1715:					805.00		
1753							
1753	Jimmy's Johns Portable Toilets L	6324	Marina & RV Park - Monthly Unit	02/01/18	185.00	41280	02/22/18
Total 1753:					185.00		
1888							
1888	Trojan UV	SLS/1026898	Sewer Dept - UV Lamps (6)	01/19/18	960.00	41252	02/07/18
Total 1888:					960.00		
1904							
1904	Pelleberg, Russell	FEB2018	Mileage to Salem for Meeting	02/09/18	255.06	41238	02/07/18
Total 1904:					255.06		
1982							
1982	Hillebrand, Patrick	FEB2018	Marina Patrol Services	02/01/18	200.00	41215	02/07/18
Total 1982:					200.00		
1983							
1983	Axon Enterprise, Inc.	SI1521952	POLICE EQUIPMENT	02/08/18	2,290.00	41265	02/22/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1983:					2,290.00		
2023							
2023	METSKER, CHERYL	R161412	RESTITUTION	01/31/18	90.00	41230	02/07/18
Total 2023:					90.00		
2052							
2052	CI INFORMATION MANAGMEN	0060369	SHRED SERVICES 64 GAL	01/31/18	39.52	41198	02/07/18
Total 2052:					39.52		
2071							
2071	MABBOTT, TAMRA	FEB2018	Per-Diem LOC Travel	02/09/18	96.00	41281	02/22/18
Total 2071:					96.00		
2076							
2076	SOTELO, MARIANA	19024046R	REFUND UTILITY	11/08/17	72.65	41248	02/07/18
Total 2076:					72.65		
2128							
2128	EASTERN OREGON HEATING	12672	WATER DEPT EQUIP MAINT	12/08/17	183.00	41155	Multiple
Total 2128:					183.00		
2132							
2132	Core & Main LP	I382925	WATER DEPT MAINTENANCE	01/25/18	207.86	41199	02/07/18
Total 2132:					207.86		
2133							
2133	TOMAS, SEBASTIAN ALONZO	162042	OVERPAYMENT ON TICKET	01/31/18	15.00	41251	02/07/18
Total 2133:					15.00		
2134							
2134	WAIKAY, LUIS R	173150	OVERPAYMENT DOCKET 173150	01/31/18	150.00	41260	02/07/18
Total 2134:					150.00		
2135							
2135	SMITH DOT LLC	173189	OVERPAYMENT SEAN ROTE	01/31/18	18.00	41246	02/07/18
Total 2135:					18.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2136							
2136	NOTESTINE, PATRICK	173124	OVERPAYMENT ON TICKET	01/31/18	300.00	41232	02/07/18
	Total 2136:				<u>300.00</u>		
2137							
2137	VELOX TRANSPORT	173163	OVERPAYMENT ALBERTO JIMENEZ RAMIREZ	01/31/18	260.00	41259	02/07/18
	Total 2137:				<u>260.00</u>		
2138							
2138	M & M TRUCKING, INC	173406	OVERPAYMENT MICHAEL WOODBURY	01/31/18	38.00	41228	02/07/18
	Total 2138:				<u>38.00</u>		
2139							
2139	GREEN, JOHN K	180013	OVERPAYMENT ON TICKET	01/31/18	718.20	41211	02/07/18
	Total 2139:				<u>718.20</u>		
2140							
2140	HUBBARD, MICHAEL W	180008	OVERPAYMENT ON TICKET	01/31/18	235.00	41217	02/07/18
	Total 2140:				<u>235.00</u>		
2141							
2141	ALLEN'S TRANSPORT LTD	173393	OVERPAYMENT WILLIAM R PEARSON	01/31/18	235.00	41190	02/07/18
	Total 2141:				<u>235.00</u>		
2142							
2142	WYATT, JESSE D	173404	OVERPAYMENT ON TICKET	01/31/18	50.00	41262	02/07/18
	Total 2142:				<u>50.00</u>		
2143							
2143	YOUNG, CHARLES	173414	OVERPAYMENT ON TICKET	01/31/18	75.00	41263	02/07/18
	Total 2143:				<u>75.00</u>		
2144							
2144	RECEP OZCAN	180280	OVERPAYMENT ON TICKET	01/31/18	50.00	41242	02/07/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2144:					50.00		
2145							
2145	BARAJAS CUEVAS, MONICA	79096026	UTILITY REFUND	01/18/18	47.49	41193	02/07/18
Total 2145:					47.49		
2146							
2146	ELECTRO INDUSTRIES/GAUG	157383	SEWER DEPT MAINTENANCE	01/19/18	1,363.00	41209	02/07/18
Total 2146:					1,363.00		
2148							
2148	KEELER, PAUL	69490181	UTILITY REFUND	12/21/17	43.26	41222	02/07/18
Total 2148:					43.26		
2149							
2149	M & L PLUMBING, HOME REP	170804	MARINA RESTROOM REPAIRS	01/30/18	385.00	41227	02/07/18
Total 2149:					385.00		
2150							
2150	POTTER, BLAKE	79284005	UTILITY REFUND	01/22/18	33.95	41241	02/07/18
Total 2150:					33.95		
2151							
2151	RADARSIGN, LLC	6331	RADAR SIGN	01/02/18	3,365.00	41285	02/22/18
Total 2151:					3,365.00		
2152							
2152	BIG D CONSTRUCTION	1535256	HYDRANT METER REFUND	02/22/18	786.18	41266	02/22/18
Total 2152:					786.18		
2153							
2153	BROWN, JAMES	FEB2018	MARINA MAINTENANCE	02/22/18	104.64	41268	02/22/18
Total 2153:					104.64		
2154							
2154	TRAVELING LANTERN	13709-20706	SUMMER PROGRAM	02/22/18	350.00	41290	02/22/18
Total 2154:					350.00		
2155							
2155	TROMBLE, KEELY	39172094	UTILITY REFUND	02/15/18	53.24	41291	02/22/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2155:					53.24		
2156							
2156	DINNER THYME	022618	COUNCIL RETREAT 2018	02/26/18	250.13	41299	02/26/18
Total 2156:					250.13		
2157							
2157	McClure, Jennifer	022618	COUNCIL RETREAT	02/26/18	2,000.00	41300	02/26/18
Total 2157:					2,000.00		
Grand Totals:					230,873.68		

Report Criteria:
 Detail report type printed

**Police Committee Meeting
February 22, 2018 @ 11:00 a.m.**

Attendance: Councilor TenEyck, Councilor Medrano, Chief Huxel, Manager Pelleberg, Melissa Ince, Lt. Kennedy

Old Business:

CJIS (Criminal Justice Information System) inspection and requirements were completed in last quarter. A memo of understanding with Judge Krogh was completed to meet the requirements of information sharing with Municipal Court.

Mobil Data Terminal tablet upgrades:

Funded partially by general budget and partially by grant funding
Current tablets are several years old with several becoming non-repairable
Proposed tablets are currently being used in other law enforcement agencies with the largest local one being Benton County. Hermiston is also transitioning to the same company and products.

Emergency response plan:

The current plan is very outdated. It was last updated and approved by Council in September, 1999. Councilor TenEyck suggested that this topic be the subject for a future Council workshop. Chief Huxel provided the current plan with some updates for the committee's review and reviewed the basics of what the plan should entail.

Our plan needs to include 4 main components:

1. NIMS (National Incident Management System) compliant
2. Should include an "all hazards" approach to include natural disasters, accidents, utility failures and violence.
3. Should include the 4 phases of emergency management: Prevention/mitigation, Preparedness, Response & Recovery

Typical failures associated with emergency response plans

1. Using a "plan in a can" approach without customizing
2. The plan is not NIMS compliant
3. The plan is not an "all hazards" approach
4. It may have poor formatting and/or poor content
5. The plan is not externally evaluated
6. There is inadequate distribution, training and testing

A tactical site survey should be mandatory that would review: (tabletop)

1. Secure inner and outer perimeters
2. Establishes one incident command center
3. That organizational managers are participating and have established roles
4. Establishes a joint public information center
5. Plan for family reunification center (possible locations, staffing, etc)
6. Develop/update mutual aid agreements
7. Knowledge and information on victim services
8. Death notification procedures

Chief Huxel shared that the police department will have limited participation in an exercise in Boardman in April focusing on reunification. She also informed the group that Umatilla County just approved funding for Eldon Marcum to oversee future possible exercises through Umatilla County Emergency Management. Dates and times will be announced as scheduled.

New Business:

Lexipol DTB (Daily Training Bulletin) Review (Lt. Kennedy): Lt. Kennedy shared the importance that Lexipol provides to the police department by providing these training bulletins. The bulletins are focused toward risk management in dealing with high risk, low frequency scenarios for every officer. Last year the officers had 360 scenarios presented to them on a web-based platform that coincides with our policy manual. Lexipol additionally assists with providing updates to the police manual in accordance with current case law and best practices.

TMEC (Teen Marijuana Education Course) training in conjunction with school district: Chief Huxel shared that two officers will be attending this training on March 5th. The focus is to provide information to students on the health effects of marijuana on youth and is provided through Clear Alliance. The officers who are attending will then assist with trained instructor(s) that the school is sending to present to our youth.

Union contract negotiation update: Currently, Manager Pelleberg and Chief Huxel have met with union representatives twice. Very early stages right now.

New officer update: Officer Gamble – starting week 5 at the academy and is set to complete that training on May 11th. When she returns, field training will take an additional 3 months minimum. We will begin the process to fill a position open by Jordan Robeson who moved to central Oregon. We were able to recoup some of the training costs associated with Officer Robeson from Prineville Police. We have also added two new Reserve Officers effective March 1st and will begin training at the Reserve Academy.

Next committee meeting scheduled for June 21st @ 11:00 a.m. at Umatilla City Hall.

RESOLUTION NO. 14-2018

A RESOLUTION AUTHORIZING CITY MANAGER RUSSELL W. PELLEBERG TO SIGN AN INTERGOVERNMENTAL AGREEMENT NO. DACW68-2-18 BETWEEN THE CITY AND DEPARTMENT OF ARMY FOR AN EASEMENT FOR PIPELINE RIGHT-OF-WAY

WHEREAS, the City wishes to develop infrastructure for a waste water reuse pipeline; and

WHEREAS, the Department of Army owns the property where this waste water reuse pipeline will be constructed; and

WHEREAS, Exhibit A, Map of Easement DACW68-2-18-XX is attached to this resolution

WHEREAS, Exhibit B, Legal Description of the 40 foot wide permanent Public Utility Easement dedication to the City of Umatilla, and Legal Description of the 20 foot wide temporary Public Utility Easement are attached to this resolution ; and

WHEREAS, Exhibit C, Restoration Plan is also attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize the City Manager, Russell W. Pelleberg to sign this document on behalf of the City of Umatilla.

PASSED by the Council and **SIGNED** by the Mayor this 6th day of March, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

NO. DACW68- 2-18-__

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
McNary Lock and Dam Project
Umatilla County, Oregon
Tracts A-OR & AA-2016**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **THE CITY OF UMATILLA, OREGON**, hereinafter referred to as the Grantee, a 25-year wastewater pipeline easement with a long-term element for construction, operation and maintenance on 3.38± acres and a short-term element for pipeline construction on 1.63± acres. Said wastewater pipeline is hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in **Exhibits A & B**, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

The short-term temporary wastewater pipeline construction element is granted for a term of 2-years, beginning February 1, 2018, and ending January 31, 2020. The long-term wastewater pipeline construction, operation and maintenance element begins February 1, 2018, and ends on January 31, 2043.

2. CONSIDERATION

a. The Grantee shall pay in advance to the United States the amount of **TWENTY-SIX-THOUSAND-FORTY AND NO/100 DOLLARS (\$26,040.00)**, in full for the 25-year term hereof to the order of **F&AO, USACE, WALLA WALLA** and delivered to the Chief, Real Estate, Real Estate Contracting Officer, U.S. Army Corps of Engineers, 201 North 3rd Avenue, Walla Walla, WA 99362-1876.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to the **City of Umatilla, P.O. Box 130, Umatilla, Oregon 97882** and, if to the United States, to the **Chief, Real Estate, Real Estate Contracting Officer, 201 North 3rd Avenue, Walla Walla, WA 99362-1876**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Walla Walla District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the

Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will

be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. ENVIRONMENTAL BASELINE STUDY- CONDITION DELETED

~~An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit LETTER. Upon expiration, revocation or relinquishment of this easement another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on RESTORATION.~~

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, religion, sexual orientation or gender identity in the conduct of operations on the premises.

22. RESTORATION

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee

shall have no claim for damages against the United States or its officers or agents for such action.

23. SITE-SPECIFIC CONDITION ON NATIONAL HISTORIC PRESERVATION ACT

Except as authorized herein, the Grantee shall not engage in any construction, alteration, demolition, or ground disturbing activities on the premises, unless such activities have been reviewed and approved by the District Engineer in accordance with the requirements of the National Historic Preservation Act of 1966 (54 USC § 3001 et seq.). The Grantee shall be responsible for all costs, and any actions directed or required by the District Engineer, which are associated with the National Historic Preservation Act review process, or other applicable law.

24. SITE-SPECIFIC CONDITION ON DELETED CONDITION 19, ENVIRONMENTAL BASELINE STUDY

Condition 19 of this easement, which addresses an Environmental Baseline Study, is deleted in its entirety pursuant to Engineer Regulation 200-2-3, Paragraph 14-9.

25. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

26. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

27. EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

28. SITE-SPECIFIC CONDITION ON GENERAL ENVIRONMENTAL RESOURCES

a. The Grantee will implement an Integrated Pest Management Program (IPMP) on the premises to reduce the risk of introducing and/or spreading invasive or exotic plant species. The Grantee's IPMP must adhere fully to easement condition 18., "**ENVIRONMENTAL PROTECTION.**"

b. A Construction General Permit for storm-water must be obtained by the Grantee from the State of Oregon, Department of Environmental Quality, 811 SW Sixth Avenue, Portland, OR 97204, 503-229-5279, before commencing construction on the premises.

c. Before commencing construction, the Grantee shall prepare a Stormwater Pollution Prevention Plan which shall be provided to the State of Oregon, Department of Environmental Quality.

d. For further guidance, see:
<http://www.deq.state.or.us/wq/wqpermit/docs/general/npdes1200c/permit.pdf>

29. SITE-SPECIFIC CONDITION ON BIOLOGICAL RESOURCES PROTECTION

a. No actions will take place on or affecting the premises that will result in unauthorized take of a nest, eggs/chicks or adult birds. "Take" is defined as pursuing, hunting, capturing or killing migratory birds and includes feathers, eggs and nests.

b. If an active bird nest is found, the Grantee and/or the Grantee's construction manager must contact the U.S. Fish and Wildlife Service at 503-231-6125 as soon as possible for instructions on how to proceed.

c. If take of a migratory bird, active nest, eggs or chicks occurs, the Grantee and/or the construction manager must document the take and report it to the U.S. Fish and Wildlife Service at 503-231-6125.

30. SITE-SPECIFIC CONDITION ON POST-CONSTRUCTION RESTORATION

Upon completion of construction or ground-disturbing activities on the premises, the Grantee will restore disturbed areas by re-vegetating with native grasses in accordance with the guidance contained in **Exhibit C**, attached hereto and made a part hereof.

30. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, _____.

Rodney C. Huffman
Chief, Real Estate
Real Estate Contracting Officer

Or

Annette N. Carter
Team Lead, Management and Disposal
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of _____, _____.

RUSSELL WILLIAM PELLEBERG
City Manager, City of Umatilla, Oregon

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of
(Name of the Clerk or Appropriate Official) (Position Title)

_____, that _____
(Name of the Entity) (Name of the Person Executing this Outgrant)

who signed the foregoing instrument on behalf of the Grantee was then _____
(Position Title of the Person Executing this Outgrant)

_____ of _____. I further certify that the said officer was acting within
(Name of the Entity)

the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

Date: _____

(Signature of the Clerk or Appropriate Official)

(SEAL)

ACKNOWLEDGMENT

STATE OF OREGON)
: ss
COUNTY OF UMATILLA)

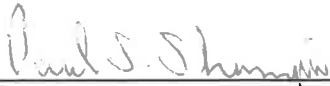
On this _____ day of _____, 20____, before me _____
_____, known to me to be the person described in and who executed the
within and foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal of the office this _____ day of _____, 20____.

(SEAL)

Notary Public in and for the State of Oregon,
residing at _____
My commission expires on _____

THIS INSTRUMENT PREPARED BY:

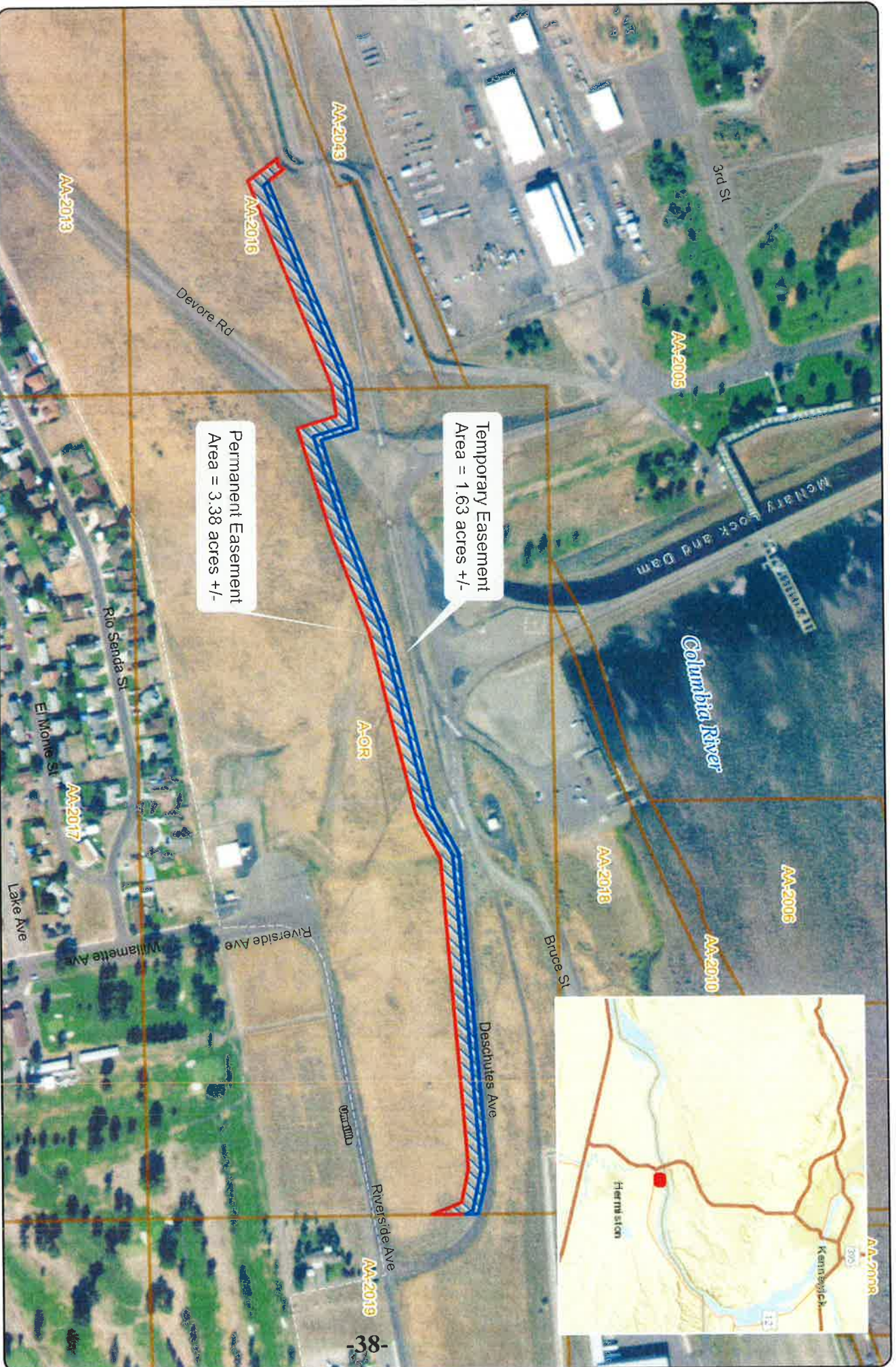


Paul S. Shampine, Realty Specialist
Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7324

REVIEWED FOR LEGAL SUFFICIENCY BY:






Evan Carden, Assistant District Counsel
Office of Counsel
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7717



City of Umatilla - Waste Water System

Easement DACW/68-2-18-XX

Exhibit "A"

-  USACE Temporary Easement Areas
-  USACE Permanent Easement Areas
-  USACE Land Tracts

Section - 10 Township - 5N Range - 28E
 Tracts: AA-2016, A-OR

Scale 1:5,000



US Army Corps of Engineers
 Walla Walla District

DATE: 6/8/2017
 DRAWN BY: UmatillaWaterEngineering
 This product was produced from geospatial information by the U.S. Army Corps of Engineers. Geospatial data and products may be derived from sources of information other than those shown on this map. The U.S. Army Corps of Engineers assumes no liability for errors or omissions in this product. The product is provided as a service and is not intended to be used for purposes other than those for which it was intended. The U.S. Army Corps of Engineers assumes no liability for consequences of accuracy and reserves the right to correct, update, or modify geospatial data and/or products without notification.

EXHIBIT A

40-FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED TO THE CITY OF UMATILLA

A public utility easement over a portion of the South half of Section 10, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

A public utility easement for the installation, operation, maintenance, renewal and replacement of public utilities over, under and across a strip of land 40.00-foot wide, lying 20.00 feet on each side of the following described center line;

Beginning at a 2-1/2" Brass Cap marking the Southeast corner of said Section 10 (from which a 2-1/2" Brass cap marking the Southwest corner of the Southeast quarter bears South 89°14'06" West, 2653.15 feet);

Thence North 00°24'55" West, 381.72 feet to the Southwest corner of Parcel 1, Partition Plat 1994-02 as recorded in Book 1994, Page 2 of Partition Plats, Records of Umatilla County, Oregon;

Thence North 00°23'35" West along the West line of said Parcel 1 for a distance of 304.66 feet to the Southerly right-of-way of Riverside Avenue as dedicated in the Port Terminal Subdivision, as recorded in Book 15, Page 60 of Plats, Records of Umatilla County, Oregon, said point also being the Northwest corner of said Parcel 1;

Thence leaving the West line of said Parcel 1, North 00°23'35" West, 60.95 feet to the Northerly right-of-way of said Riverside Avenue, said point also being the Southwest corner of Lot 6 of said Port Terminal Subdivision;

Thence leaving the Northerly right-of-way of said Riverside Avenue, North 00°23'35" West, along the westerly boundary of said Lot 6 for a distance of 204.02 feet to the **TRUE POINT OF BEGINNING** of the easement center line to be described, said point also being 20.00 feet Southerly, and at right angles to the Southerly margin of an existing 20-foot sewer line easement as recorded under Document Number DACW68-2-00-02, United States Army Corps of Engineers;

Thence continuing along said line being 20.00 feet Southerly, and at right angles to the Southerly margin of said existing 20-foot sewer line easement the following courses:

Thence North 22°26'39" West, 64.60 feet;

Thence North 77°47'06" West, 121.85 feet;

Thence South 85°31'52" West, 1008.73 feet;

Thence South 62°18'49" West, 168.50 feet;

Exhibit B

Thence South 76°12'55" West, 596.62 feet;

Thence South 69°32'40" West, 349.17 feet;

Thence South 72°48'25" West, 328.35 feet;

Thence North 17°11'35" West, 128.34 feet;

Thence South 81°56'15" West, 115.44 feet;

Thence South 68°07'09" West, 701.47 feet;

Thence leaving said line being 20.00 feet Southerly, and at right angles to the Southerly margin of said exiting 20-foot sewer line easement, North 37°34'29" West, 88.78 feet, more or less, to the Southerly right-of-way line of the West Extension Irrigation District Canal, said point being 40.00 feet Southerly, and at right angles to the centerline thereof, as shown on the USBR Umatilla-Yakima Project, West Extension Irrigation District Water Exchange Station 0+00, McNary Dam Pressure Well to Station 38+92.37, Dated April 26, 1990, said point being the terminus of this easement center line description. Said point bears South 81°17'21" West, 3415.58 feet from the **TRUE POINT OF BEGINNING** of this easement description.

Containing: 147,036.25 square feet (3.38 acres), more or less

(The sidelines of this easement are to be lengthened and/or shortened as needed to begin on the Westerly boundary of said Lot 6 and end on the Southerly right-of-way line of said West Extension Irrigation District Canal, creating a uniform strip of land 40.00-foot wide.)

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Matthew Patrick Kenny

OREGON
JAN 12, 2016
MATTHEW PATRICK KENNY
89374PLS

RENEWS: 6-30-19

EXHIBIT B

20-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

A temporary construction easement over a portion of the South half of Section 10, Township 5 North, Range 28 East, Willamette Meridian, City of Umatilla, Umatilla County, Oregon, described as follows:

A temporary construction easement over, under and across a strip of land 20.00-feet wide, lying 10.00 feet on each side of the following described center line;

Beginning at a 2-1/2" Brass Cap marking the Southeast corner of said Section 10 (from which a 2-1/2" Brass cap marking the Southwest corner of the Southeast quarter bears South 89°14'06" West, 2653.15 feet);

Thence North 00°24'55" West, 381.72 feet to the Southwest corner of Parcel 1, Partition Plat 1994-02 as recorded in Book 1994, Page 2 of Partition Plats, Records of Umatilla County, Oregon;

Thence North 00°23'35" West along the West line of said Parcel 1 for a distance of 304.66 feet to the Southerly right-of-way of Riverside Avenue as dedicated in the Port Terminal Subdivision, as recorded in Book 15, Page 60 of Plats, Records of Umatilla County, Oregon, said point also being the Northwest corner of said Parcel 1;

Thence leaving the West line of said Parcel 1, North 00°23'35" West, 60.95 feet to the Northerly right-of-way of said Riverside Avenue, said point also being the Southwest corner of Lot 6 of said Port Terminal Subdivision;

Thence leaving the Northerly right-of-way of said Riverside Avenue, North 00°23'35" West, along the westerly boundary of said Lot 6 for a distance of 283.93 feet to the **TRUE POINT OF BEGINNING** of the easement center line to be described, said point also being on the centerline of an existing 20-foot sewer line easement as recorded under Document Number DACW68-2-00-02, United States Army Corps of Engineers;

Thence continuing along the centerline of said existing 20-foot sewer line easement the following courses:

Thence North 22°26'39" West, 6.27 feet;

Thence North 77°47'06" West, 141.98 feet;

Thence South 85°31'52" West, 1019.29 feet;

Thence South 62°18'49" West, 171.00 feet;

Thence South 76°12'55" West, 594.71 feet;

Thence South 69°32'40" West, 350.06 feet;

Thence South 72°48'25" West, 297.50 feet;

Thence North 17°11'35" West, 123.91 feet;

Thence South 81°56'15" West, 144.64 feet;

Thence South 68°07'09" West, 692.76 feet, more or less, to a point on the Northerly and Easterly margin of a proposed 40.00-foot wide public utility easement. Said point bears South 79°10'27" West, 3381.40 feet from the **TRUE POINT OF BEGINNING** of this easement description.

Containing: 70,869.49 square feet (1.63 acres), more or less

(The sidelines of this easement are to be lengthened and/or shortened as needed to begin on the Westerly boundary of said Lot 6 and end on the Northerly and Easterly margin of said proposed 40.00-foot wide public utility easement, creating a uniform strip of land 20.00-feet wide.)

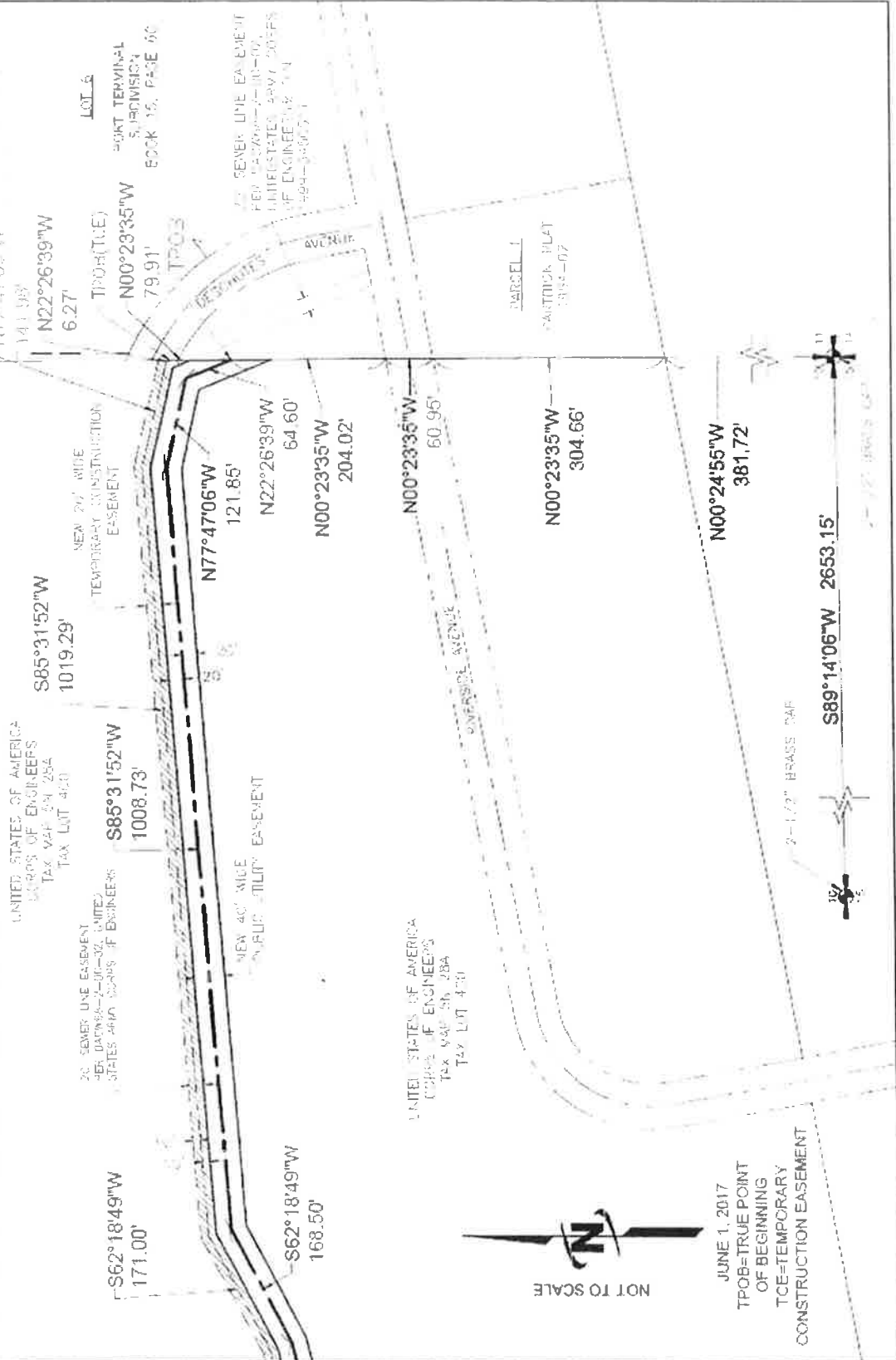
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Matthew Patrick Kenny

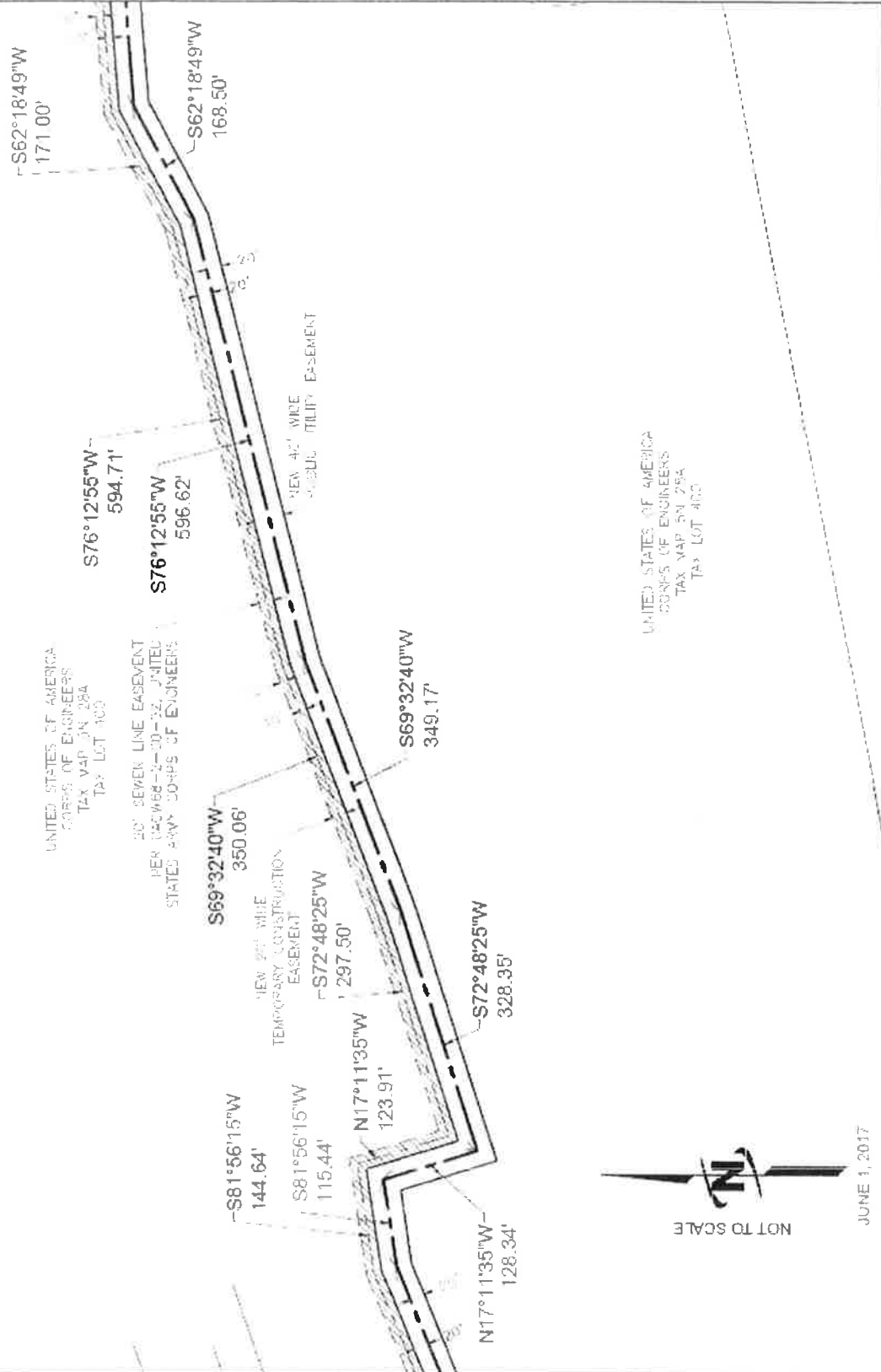
OREGON
JAN 12, 2016
MATTHEW PATRICK KENNY
89374PLS

RENEWS: 6-30-19

SKETCH TO ACCOMPANY LEGAL DESCRIPTION VARYING WIDTH PUBLIC UTILITY EASEMENT & TEMPORARY CONSTRUCTION EASEMENT



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 VARYING WIDTH PUBLIC UTILITY EASEMENT &
 TEMPORARY CONSTRUCTION EASEMENT**



NOT TO SCALE

JUNE 1, 2017

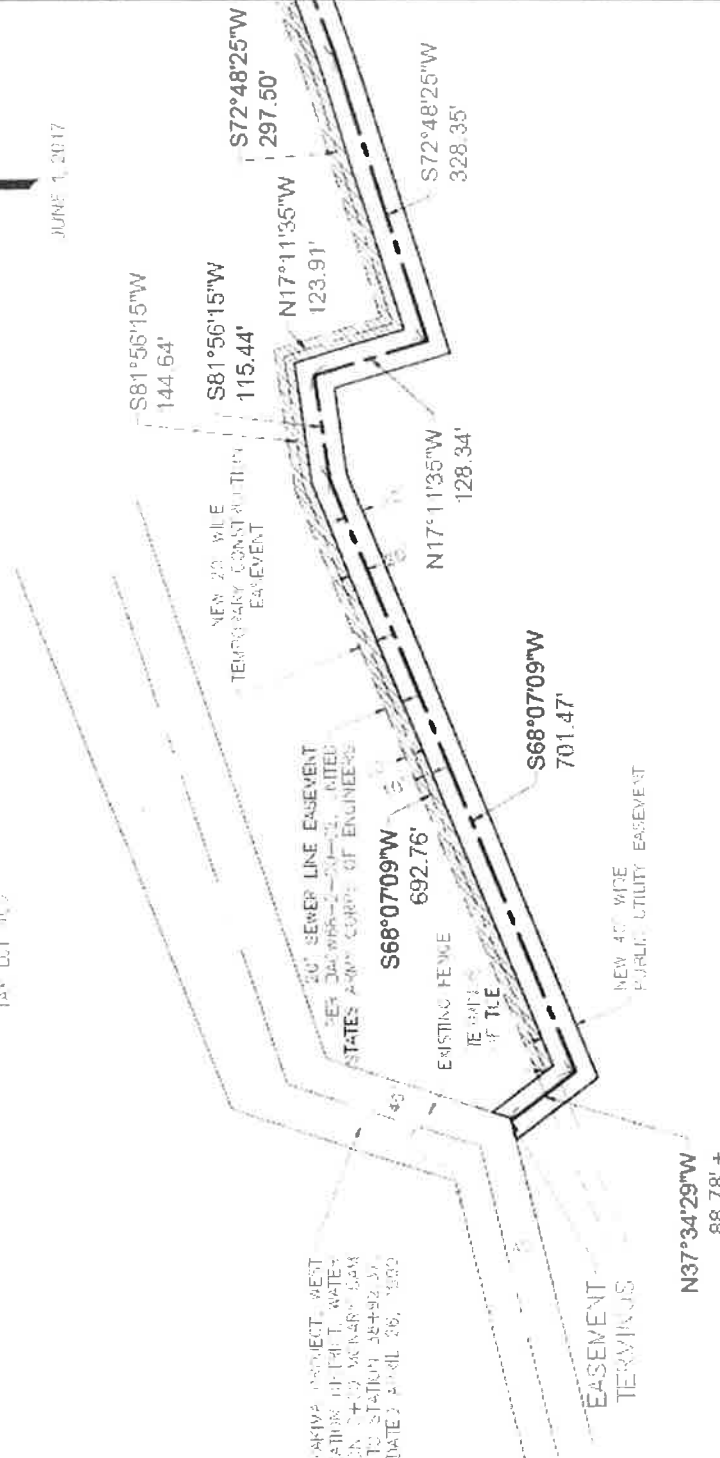
SKETCH TO ACCOMPANY LEGAL DESCRIPTION VARYING WIDTH PUBLIC UTILITY EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

UNITED STATES OF AMERICA
 SOCIETY OF ENGINEERS
 TAX MAP 04 204
 TAX LOT 003

JUNE 1, 2017



ASSOCIATED WITH PROJECT WEST
 EXTENSION (REAR) OF LOT 1, WATER
 EXCHANGE STATION #100 WICKS RD. 50M
 MEASURE WELL TO STATION 88+92.57
 DATE: APRIL 26, 2009



UNITED STATES OF AMERICA
 SOCIETY OF ENGINEERS
 TAX MAP 04 204
 TAX LOT 400

RESTORATION PLAN
CITY OF UMATILLA, OREGON
WASTE WATER REUSE PIPELINE EASEMENT PREMISES
MCNARY LOCK AND DAM PROJECT
FEBRUARY 2018

Native Grass Seed Mix Application Rate With Irrigation

Per acre seed mix is as stated below if using no-till or drill seeding.
Year 1:

10 lbs Bluebunch Wheatgrass (Agropyron Spicatum)
5 lbs Big Bluegrass (POA AMPLA)
5 lbs Sandberg's Bluegrass (POA Secunda)

Per acre seed mix is as stated below if broadcast seeding.

Year 1:

20 lbs Bluebunch Wheatgrass (Agropyron Spicatum)
10 lbs Big Bluegrass (POA AMPLA)
10 lbs Sandberg's Bluegrass (POA Secunda)

Native Grass Seed Mix Application Rate Without Irrigation

Per acre seed mix is as stated below if using no-till or drill seeding.

Year 1:

20 lbs Bluebunch Wheatgrass (Agropyron Spicatum)
10 lbs Big Bluegrass (POA AMPLA)
10 lbs Sandberg's Bluegrass (POA Secunda)

Per acre seed mix is as stated below if broadcast seeding.

Year 1:

40 lbs Bluebunch Wheatgrass (Agropyron Spicatum)
20 lbs Big Bluegrass (POA AMPLA)
20 lbs Sandberg's Bluegrass (POA Secunda)

Treat Invasive Species in Accordance with USACE Approved Pesticide Management Plan

Year 2:

40 lbs Bluebunch Wheatgrass (*Agropyron Spicatum*)
20 lbs Big Bluegrass (POA AMPLA)
20 lbs Sandberg's Bluegrass (POA Secunda)

Treat Invasive Species in Accordance with USACE Approved Pesticide Management Plan

Planting

Planting yields the best results if seeding takes place from late-September to Mid-November or from Mid-February to Late-March. This is contingent on snow fall. If snow is on the ground or ground is frozen the seed can't be worked in. If irrigation is used, the planting/seeding window in the spring can be extended until early May, but weeds must be pulled or treated with herbicide (by a licensed/certified applicator and in accordance with the USACE Approved Pesticide Management Plan). It is best to perform herbicide applications during the rosette stage or by mid-April for this area. No-till or drill seeding is best but may be a somewhat difficult on steep slopes and definitely is not an option where there is a large amount of rock. The best remaining option is to scarify the soil with a bow rake to loosen soil, seed and then scarify again to get good seed to soil contact. An all-terrain vehicle or similar equipment can be used to cover the seed with a drag harrow.

Germination or Sprouting

From the seeding completion date, the newly seeded areas should be kept moist, but not saturated (standing water or soil run off), until seeds germinate (typically 2 weeks). Depending on temperatures, wind, and exposure, this may require watering several times a day (typically evening and morning and possibly during mid-day).

The grass species specified are native bunch grasses. Successful germination and establishment with native bunch grasses in this area and soil types after one year is about 65% to 75% coverage of the area (with watering) and 30% to 45% (no watering).

Once the seed germinates or sprouts and starts to grow, deep water (defined in the "Maintenance Watering" paragraph) three times a week during March, April, May, and June.

Maintenance Watering

Continue deep watering twice a week during July, August and September. A deep watering is typically application of a ¼" to a ½" of water over the area. The best application times are in the early morning and late evening. If a rain occurs of about 1 hour duration with medium to heavy rainfall, that rainfall is adequate to count as one watering.

An average sprinkler operated for 35 to 45 minutes in a 360° radius (full circle) per watering is typically adequate. If reduced to a 180° radius of application (half circle), 15 to 25 minutes is typically adequate in the early morning and late evening.

**RESTORATION PLAN
CITY OF UMATILLA, OREGON
WASTE WATER REUSE PIPELINE EASEMENT PREMISES
MCNARY LOCK AND DAM PROJECT
FEBRUARY 2018**

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Treat Invasive Species in Accordance with USACE Approved Pesticide Management Plan

Year 2:

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An average sprinkler operated for 35 to 45 minutes in a 360° radius (full circle) per watering is typically adequate. If reduced to a 180° radius of application (half circle), 15 to 25 minutes is typically adequate in the early morning and late evening.

RESOLUTION NO. 15-2018

**A RESOLUTION THE MAYOR TO SIGN A SERVICE CONTRACT AGREEMENT
BETWEEN THE CITY AND KUHN LAW OFFICES FOR GENERAL CITY
ATTORNEY SERVICES**

WHEREAS, the City of Umatilla requested proposals for City Attorney services; and

WHEREAS, Kuhn Law Offices submitted a proposal for legal services; and

WHEREAS, the City Manager reviewed the proposal and recommended Kuhn Law Offices to provide legal services for the City of Umatilla.

NOW, THEREFORE BE IT RESOLVED that the Umatilla City Council approves and authorizes the Mayor to sign an agreement between the City of Umatilla and Kuhn Law Offices to provide legal services for the City of Umatilla.

APPROVED by the City Council and **SIGNED** by the Mayor this 6th day of March, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**AN AGREEMENT BETWEEN
THE CITY OF UMATILLA AND KUHN LAW OFFICES
FOR GENERAL CITY ATTORNEY SERVICES**

Part I. PARTIES AND DESCRIPTION OF WORK

THIS AGREEMENT is made on the _____ day of _____, 2018, between the City of Umatilla, Oregon, the CITY and Kuhn Law Offices, the ATTORNEY, to provide Legal Advice and Services, and is effective beginning _____. The CITY and the ATTORNEY agree as follows:

PART II. COMPENSATION

A. In accordance with the Terms and Conditions of this Agreement, the ATTORNEY shall provide professional services for which the CITY shall compensate the ATTORNEY as follows:

A.1. Legal Services

A.1.1. Attorney, Legal Assistant and Secretarial time at the hourly rates specified in Article 3, which may be adjusted after 30 days written notice to the CITY.

A.1.2. Cost of services by other professional consultants at the amount billed to the ATTORNEY by the professional consultants for such services.

A.2. Reimbursable Expenses—As defined in Article 4.

PART III TERMS AND CONDITIONS

Article 1. DESCRIPTION OF ATTORNEY'S SERVICES

1.1 The ATTORNEY shall provide legal advice and consultation to the CITY when requested by the City Council, City Manager or Mayor.

1.2 The ATTORNEY shall prosecute all CITY offense violations and traffic violations in the Umatilla Municipal Court and appeals therefrom when requested to do so by the Chief of Police.

1.3 The ATTORNEY shall attend City Council and City Department meetings when requested by the City Council, City Manager or Mayor.

1.4 The ATTORNEY shall assist in the preparation of the CITY Ordinances and Resolutions when requested by the City Council, City Manager or Mayor.

- 1.5 The ATTORNEY shall assist in the preparation of legal documents involving the CITY when requested by the City Council, City Manager or Mayor.
- 1.6 The ATTORNEY shall assist in the preparation of CITY Bond Issues and grant requests when requested by the City Council, City Manager or Mayor.
- 1.7 The ATTORNEY shall represent the city in civil litigation and arbitration when requested by the City Council, City Manager or Mayor.

Article 2. CITY'S RESPONSIBILITY

The CITY shall:

- 2.1 Provide to the ATTORNEY all information known to it and access to its records, as well as its full cooperation.
- 2.2 Compensate the ATTORNEY for services rendered under this Agreement.

Article 3. HOURLY RATES

- 3.1 ATTORNEY: \$175.00 per hour for services covered by 1.1 – 1.6.
- 3.2 The compensation for other legal matters not covered by 1.1 –1.6 shall be as agreed upon by the parties.

Article 4. REIMBURSABLE EXPENSES

- 4.1 Reimbursable expenses are in addition to compensation to the ATTORNEY for services and include expenditures made by the ATTORNEY, his employees or his consultants. Reimbursable Expenses include but are not limited to:
 - 4.1.1 Expenses of meals and lodging when traveling overnight in connection with providing legal services to the CITY.
 - 4.1.2 Expenses for copies, depositions, long distance phone calls, postage and other costs or out-of-pocket expenses deemed necessary by the ATTORNEY. Mileage shall be charged at standard mileage rate used by CITY to reimburse employee mileage.
 - 4.1.3 CITY is responsible for payment of fees, costs and judgments required by a Court or other private/public agency.

Article 5. PAYMENTS TO THE ATTORNEY

- 5.1 Progress payments shall be made in proportion to services rendered and as indicated within the Agreement and shall be due and owing within thirty (30) days of the ATTORNEY'S submittal of his monthly statement. Past due amounts shall include a charge at nine percent (9%) interest.

5.2 No deductions shall be made from the ATTORNEY'S compensation on account of penalty, liquidated damages, judgments or other sums found against the CITY.

Article 6. GENERAL PROVISIONS

6.1 Delegation of Duties

Neither the CITY nor the ATTORNEY shall delegate his duties under this Agreement without the written consent of the other.

6.2 Termination

This Agreement may be terminated by either party by seven (7) days written notice or by mutual consent. If this Agreement is terminated, the ATTORNEY shall be paid for services performed to the termination notice date including Reimbursable Expenses due.

6.3 Governing Law

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Oregon.

6.4 General

6.4.1 Should litigation or arbitration occur between the parties hereto relating the provisions of this Agreement, or of any claim of breach of this Agreement, the prevailing party in any such arbitration or litigation shall be entitled to recover from the other party all expenses incurred therein, including court costs, deposition expense, and a reasonable attorney fee to be set by the Court or arbitrator upon any such trial or arbitration and upon any appeal therefrom.

6.4.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, ATTORNEY'S schedule, accidents, or other events beyond the control of the other or the other's employees and agents.

6.4.3 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6.5 Other legal Services

The ATTORNEY agrees to refrain from providing services to private parties dealing with the CITY or engaging in other activities which may constitute a conflict of interest. The City, under the terms of this contract, is not bound solely to the ATTORNEY to provide services to the CITY,

but may contract with other agencies and attorney firms for services as deemed necessary by the Council without invalidating this contract.

ATTORNEY:

CITY OF UMATILLA

Kuhn Law Offices

Mayor, Daren Dufloth

ATTEST:

City Recorder, Nanci Sandoval

(S E A L)

RESOLUTION NO. 16-2018

A RESOLUTION THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY AND CIS FOR GASB 75 ACTUARIAL SERVICES

WHEREAS, The Governmental Accounting Standards Board (GASB) requires that GASB Statement No. 75 be implemented for the fiscal year ending June 30, 2018. GASB 75 covers employer reporting for other post-employment benefits (OPEB), such as retiree medical benefits; and

WHEREAS, most local governmental entities in Oregon will need to report under GASB 75 in FY 2018. Under ORS 243.303, most local governmental entities in Oregon are required to offer retirees the right to continue their employer-sponsored health care coverage until they (and their spouse) reach eligibility for Medicare. Because retirees' claims tend to be higher those of active employees, rates are higher than they would be if only active employees were covered. This means that employers are effectively subsidizing retirees' benefits. GASB 75 requires that this "implicit subsidy" be recognized and accrued in employers' financial statements; and

WHEREAS, through an RFP process, CIS has selected Milliman, Inc., an actuarial firm, to provide actuarial valuation services allowing for members with medical coverage to comply with GASB 75. This initial valuation is being paid for by CIS; and

WHEREAS, in order to receive this service, the City needs to sign this Actuarial Services Agreement.

NOW, THEREFORE BE IT RESOLVED that the Umatilla City Council approves and authorizes the Mayor or City Manager to sign an agreement between the City of Umatilla and Kuhn Law Offices to provide legal services for the City of Umatilla.

APPROVED by the City Council and **SIGNED** by the Mayor this 6th day of March, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder

GASB 75 ACTUARIAL SERVICES AGREEMENT

This Agreement is entered into between _____ (“Client”) and CIS Trust (“CIS”) as of _____. CIS has engaged Milliman, Inc. (“Milliman”) to perform GASB 75 OPEB valuation services for its members and qualifying non-members.

Client is a member of CIS for purposes of this agreement. For purposes of this agreement, a CIS member is an entity receiving medical or dental coverage through CIS as of the date of the actuarial valuation.

Client hereby engages CIS to provide the Services described in Schedule A, which is incorporated as part of this Agreement, and understands and agrees such Services will be performed by Milliman pursuant to the terms of the Consulting Services Agreement between CIS and Milliman. Client has expressed a desire to obtain Services under the terms of the agreement between CIS and Milliman.

In consideration for receiving such services, Client agrees as follows:

1. Client will provide to CIS and Milliman in a timely manner all required information about the non-CIS OPEB (Postemployment Benefits Other than Pension) it provides to its employees and retirees; its retiree premium subsidies; current contact information for Client personnel; and such other information necessary to accurately produce the OPEB valuation described in Schedule A. Requests for such information will be provided by CIS or Milliman to Client, and if needed CIS in turn will transmit to Milliman in a timely manner the information provided by Client. To the extent possible, such Client information will be provided in the format requested by CIS or Milliman, and will be complete and correct to avoid additional costs to Client for data clean-up.
2. Upon receipt of all information necessary to provide the services described in Schedule A, and a signed copy of this contract, Milliman will provide for confirmation by Client, a standard set of assumptions and a summary of benefits upon which the valuations will be based. Standard assumptions include expected termination, mortality and retirement rates, as well as medical cost trends, age trending for expected claims, and discount rates. Milliman may request Client approval by negative consent; that is, Client will be informed of Milliman’s benefits summary and proposed assumptions and will be deemed to approve those materials in absence of Client’s reply. Development of customized assumptions may be requested by Client but will require Client to pay Milliman additional fees.
3. The CIS Board of Trustees has appropriated CIS Benefits funds to pay Milliman for Services provided to CIS member Clients under this Agreement in connection with the 2016 actuarial valuation report. Client otherwise agrees to pay CIS the fees associated with the Services that are (a) incurred for valuation of benefits or financial disclosure, and/or (b) incurred by Client on a time and expense basis, such as for additional actuarial studies, data clean-up, or for other Services requested by Client. CIS will pay Milliman for Services provided to Client.

Fees under this agreement are listed in Schedule B. Unless Client requests additional

services, CIS anticipates payment for Services in two installments. The first installment will be 50% of the estimated cost for Client, that will be invoiced based on CIS' understanding of Client's benefits and population, and is due upon signing of the Agreement. The second installment is due upon receipt of the invoice that will be issued upon completion of the report for Client.

In addition, if Client requested additional services from Milliman, then such additional fees will be billed on a time and expense basis. Any, such fees for requested extra services may be invoiced by Milliman and payable by Client on a monthly basis. CIS and Milliman reserve the right to stop work on behalf of Client if any invoice is unpaid after 30 days.

4. Client agrees to be bound by the following terms with respect to the services provided by Milliman:

A. **Limitation of Liability:** Client agrees that Milliman and CIS, its officers, directors, agents and employees, shall not be liable to Client, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages resulting from, or alleged to have resulted from, the actuarial or consulting services provided pursuant to this contract in excess of \$50,000. In no event shall Milliman or CIS be liable for lost profits of the Client or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman or CIS, its officers, directors, agents, or employees.

B. **Disputes:**

(a) **Mediation.** In the event of any dispute between Client and CIS arising out of this Agreement, or any dispute arising out of or relating to the services provided by Milliman, if the parties in dispute cannot resolve the dispute among themselves, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator will be designated by the Presiding Judge of the Circuit Court for the County of Marion, in Salem, Oregon, at the request of either party.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

(b) **Arbitration.** If the dispute has not been resolved within 60 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place in Portland, Oregon before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators will have a sufficient background in either employee benefits, actuarial science, or law to reasonably prepare them to decide a dispute.

The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. By mutual agreement of all parties to such dispute, the provisions of this sub-section ("Arbitration") may be waived or modified.

- C. Choice of Law: The construction, interpretation, and enforcement of the terms of this agreement shall be governed by the substantive contract law of the State of Oregon without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
- D. No Third Party Distribution: Milliman's work is prepared solely for the internal business use of Client and CIS. Except as required by law including any applicable public disclosure regulations, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.

AGREED:

For Client:

Authorized Signature

Printed name and title

Date:

For CIS:



Authorized Signature

Lynn McNamara, Executive Director
Printed name and title

Date:

Schedule A - Services

CIS will provide to Client a report prepared by Milliman that will include required actuarial and GASB 75 accounting information such as the Total OPEB Liability and OPEB expense. A ten-year payout projection and general discussion of the liability will be provided in the report. The report will contain a description of the benefits valued, the participant data, and the actuarial assumptions and methods.

An actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 "Actuarial Communications" and American Academy of Actuaries "Prescribed Statement of Actuarial Opinion" will be provided.

The actuarial valuations will be performed as of July 1, 2016 and July 1, 2018. The July 1, 2016 valuation will provide disclosures under GASB 75 for the fiscal year ending June 30, 2018. The July 1, 2018 valuation will provide disclosures under GASB 75 for the fiscal years ending June 30, 2019 and 2020.

The report to Client will be provided on a time frame mutually acceptable to CIS and Milliman, and sufficient for Client to prepare financial reporting in a timely fashion. Milliman may require no less than 12 weeks after receipt of data determined by Milliman to be sufficient to prepare the information described above.

The report to Client will not include valuation of any retiree benefits sponsored by Oregon PERS.

Schedule B - Fees

The following is the schedule of fees for the July 1, 2016 valuation. Fees are subject to a cost-of-living increase annually thereafter based on the west region CPI-U for the preceding calendar year, plus one percent.

Item	Valuation Fee
Base Valuation Fee for Each Entity Providing a Single Retiree Medical Benefit Arrangement**	\$1,100
First 20 Covered Participants*	Included in base fee
Next 80 Covered Participants*	\$30 per participant
Next 250 Covered Participants*	\$12 per participant
Participants over 350*	\$ 3 per participant
Fee for Each Additional Retiree Medical Arrangement**	\$600 per arrangement Minimum valuation fee of \$3,200
Additional fees for cities and counties that are members of LOC or AOC but do not participate in CIS benefits	\$1,600 if no CIS medical or dental coverages \$800 if a mix of CIS and non-CIS medical and dental coverages
Additional fees for Milliman work with data that does not meet specifications	Generally \$120 - \$200/hour, depending on services required
Additional fees for Milliman OPEB actuarial work requested by Client (Milliman will provide a not-to-exceed fee estimate, if requested, once the scope of services is clearly defined.)	<ul style="list-style-type: none"> ▪ Lead Consultants: \$300-460 per hour ▪ Project Manager / Lead Technical Actuary: \$200-300 per hour ▪ Actuarial and Support Staff: \$100-200 per hour

* Participants are active employees, retirees, and dependents who remain on the Client's plan after the retiree is no longer eligible.

** An "Arrangement" is a separately valued benefit structure in Milliman's valuation.

Implicit subsidies for separate employee classifications with different health care coverages may be valued as separate arrangements at Milliman's discretion. It is anticipated that most Clients will have one or two such arrangements.

Client-paid benefits constitute different arrangements if they require separate valuation or data processing. For example, a Client sponsoring a premium reimbursement for AFSCME employees hired prior to July 1, 1995 and a premium reimbursement and life insurance for Management employees hired prior to July 1, 1998 would have three arrangements. Milliman reserves the right at its sole discretion to reduce the number of arrangements billed under the schedule above in certain cases, such as multiple one-person arrangements for current retirees.

Non-June 30 reporting dates will be treated as an additional arrangement. Non-PERS pension plans may also be treated as an additional arrangement.

ORDINANCE NO. 822

AN ORDINANCE ACCEPTING THE MAINTENANCE OF LIND ROAD

WHEREAS, Umatilla County desires to turn over maintenance of county roads to municipalities within which these roads are located, and;

WHEREAS, Umatilla County adopted Order No. RD 2018-01 on January 22, 2018, transferring roads to City of Umatilla, and;

WHEREAS, Lind Road is a county road within the Umatilla City Limits and the Umatilla Urban Growth Boundary, and;

WHEREAS, the City of Umatilla recently annexed a portion of Lind Road and 269 acres located west of Lind Road, and;

WHEREAS, the City of Umatilla is prepared to accept ownership from Umatilla County of the portion of Lind Road located within city limits,

Now, Therefore Be It Ordained, that the City of Umatilla accepts the transfer of that portion of Lind Road located within city limits as shown in Exhibit A attached to this Ordinance and legally described as follows:

A 66 FOOT WIDE RIGHT OF WAY (PER ROAD ESTABLISHMENT PROCEEDINGS DATED JUNE 6, 1907 FOR COUNTY ROAD NO. 623, NOW KNOWN AS COUNTY ROAD NO. 1281, LIND ROAD, PETITIONED FOR BY C.A. BROWNELL, ET AL), WITH 33 FEET OF SAID WIDTH LAYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE LINE BETWEEN SECTIONS 15 AND 16, TOWNSHIP 5 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN AND THE CENTERLINE OF THE COLUMBIA RIVER HIGHWAY (STATE HIGHWAY 730); THENCE SOUTH ALONG THE LINE BETWEEN SECTIONS 15 AND 16 AND THE CENTER LINE OF SAID COUNTY ROAD NO. 1281 TO A BRASS CAP MONUMENT MARKING THE QUARTER CORNER OF SECTIONS 15 AND 16 AND THE INTERSECTION OF THE CENTERLINE OF SAID COUNTY ROAD NO. 1281 WITH THE CENTERLINE OF COUNTY ROAD NO. 1288, MARGARET STREET (AN UN-DEVELOPED COUNTY ROAD RIGHT-OF-WAY); THENCE CONTINUING SOUTH ALONG SAID CENTERLINE OF SAID COUNTY ROAD NO. 1281, AND ALONG THE LINE COMMON TO SECTIONS 15 AND 16 TO A BRASS CAP MONUMENT MARKING THE CORNER OF SECTIONS 15, 16, 21 AND 22, TOWNSHIP 5 NORTH, RANGE 28 E.W.M; THENCE CONTINUING ALONG SAID CENTERLINE AND ALONG THE LINE COMMON TO SECTIONS 21 AND 22 TO A BRASS CAP MONUMENT MARKING THE

QUARTER CORNER TO SECTIONS 21 AND 22 AND THE TERMINUS OF SAID DESCRIBED CENTERLINE.

PASSED and **ADOPTED** by the City Council the 6th day of March, 2018,

Voting yes, Council Members: _____

Voting no, Council Members: _____

Absent Council Members: _____

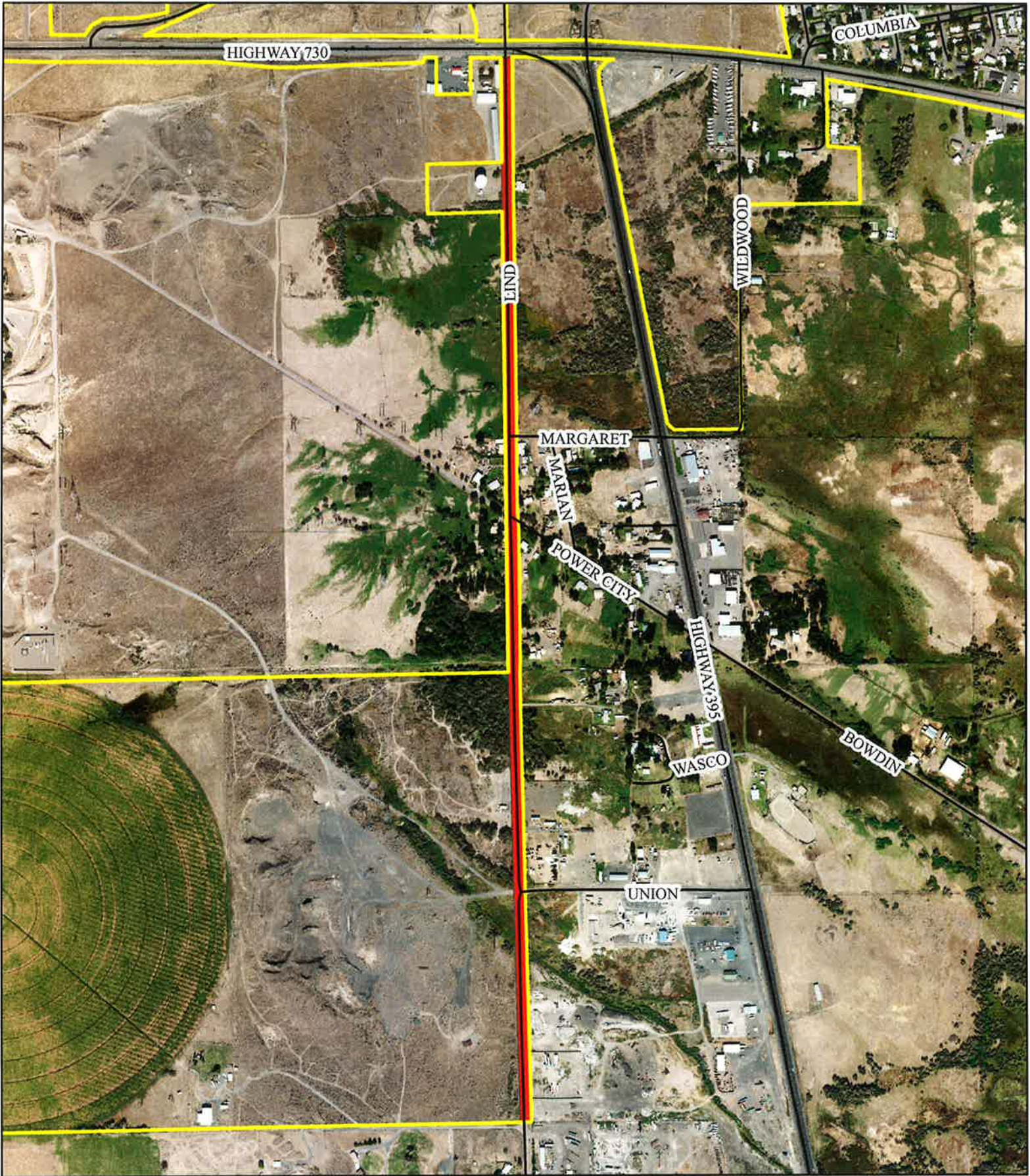
Abstaining Council Members: _____

And **SIGNED** in authentication by the Mayor this 6th day of March, 2018.

Daren Dufloth, Mayor

ATTEST:

Nanci Sandoval, City Recorder



**City Council Meeting
March 6, 2018
CITY MANAGER'S REPORT**

CALL TO ORDER

Presentation

Committee Reports

8.1 Police Committee Report

New Business

10.1 Resolution 14-2018 – A Resolution Authorizing the City Manager Russell W. Pelleberg to sign an Intergovernmental Agreement No. DACW68-2-18 between the City and Department of Army Corps of Engineers for an Easement for Pipeline Right-of-Way – This Resolution is for the permanent and temporary construction easement for the Phase 1 Re-use pipeline that will be constructed on Army Corps of Engineers/Federal property. I recommend approval of this Resolution.

10.2 Resolution No. 15-2018 – A Resolution Authorizing the Mayor to sign a Service Contract Agreement between the City and Kuhn Law Offices for General City Attorney Services – This Resolution is a result of the City Council directing the City Manager to create a Request for Proposals for general attorney services for the City of Umatilla. As a result Kuhn Law Offices was the firm that the City Council decided to retain for those services. I recommend approval of this Resolution.

10.3 Resolution No. 16-2018 – A Resolution Authorizing the Mayor to sign an Agreement between the City and CIS for GASB 75 Actuarial Services – This Resolution is a result of the Government Accounting Standards Board (GASB) requiring that GASB 75 be implemented for the fiscal year ending June 30, 2018. GASB 75 covers employer reporting for the Other Postemployment Benefits (OPEB), such as retiree medical benefits, etc. CIS has selected Milliman, Inc. to provide this actuarial valuation service. The initial valuation is being paid for by CIS, subsequent years will be the City's responsibility to pay for. I recommend approval of this Resolution.

10.4 Ordinance No. 822 – An Ordinance Accepting the Maintenance of Lind Road – This Ordinance is for the acceptance of a portion of Lind Road. This portion, as described in the official Ordinance No. 822, describes the portion of Lind Road that the City of Umatilla agrees to accept. This Ordinance, 822, is for the acceptance of this portion of Lind Road and ONLY this portion of Lind Road, no other County roadways within the City limits of the City of Umatilla will/are being accepted at this time. As this portion of Lind Road is vital to a major development currently under construction within the City, I recommend approval of this Ordinance.

Correspondence

STAFF REPORT

14.1 City Manager's Report –

- A. Several City Council members, staff and myself welcomed Representative Greg Smith to City Hall to discuss current and future issues that will have a direct impact on the City and our community. Representative Smith was very interested and excited about the direction Umatilla is focusing on and offered his support in our endeavors. Staff and I will stay in contact with Representative Smith's office as we move forward on the various topics that were discussed during our meeting.
- B. Chief Huxel and I are continuing contract negotiations with the representatives from the Police union.

- C. Staff and I continue to engage Business Oregon representatives for potential funding opportunities on the various Public Works projects that are being finalized through the Feasibility Study that is nearly complete. These projects include major water and sewer infrastructure projects throughout the City and within the Urban Growth Boundary.
- D. Staff has been working with Finance Director Ince on the 2018/2019 budget. All Department Heads have discussed their respective budgets with Melissa. There will be ongoing discussions with our Finance Department as we move closer to the first meeting with the Budget Committee.
- E. City staff have begun the preliminary work for this springs City wide cleanup, *Slam Dunk the Junk!*. The event will be held in conjunction with Sanitary Disposal's free dump week the first week of April 2018 with the main cleanup day happening on Saturday April 7th.
- F. Our RARE student, Mathew Tsui, has been working on the City's pathway system. Staff and I have discussed making this project a priority for Mathew as this was one of the major areas that the City wanted to concentrate on when we ventured into the RARE program. The City is making great progress with creation of a substantial trail system within the City and Mathew's input and work on the trail system has been instrumental in making the trail system a reality.