

**UMATILLA CITY COUNCIL MEETING  
A G E N D A  
COUNCIL CHAMBERS  
MAY 01, 2018  
7:00 P.M.**

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**1. MEETING CALLED TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. APPROVAL OF AGENDA**

**5. PRESENTATION**

**6. APPROVAL OF MINUTES**

6.1 April 03, 2018 *pages 1 – 6*

**7. 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.\*

**8. CONSENT AGENDA**

8.1 Paid Invoices

a. CRIS, Inc. *page 9*

b. All Remaining Invoices *pages 7 – 29*

8.2 Court Report – March *page 27*

**9. COMMITTEE REPORTS**

**10. UNFINISHED BUSINESS**

**11. NEW BUSINESS**

11.1 Accept Mark Ribich's Resignation and Declare a Vacancy *page 28*

11.2 Resolution No. 18-2018 – A Resolution Amending Section 29 to Reflect RV Park Rate Adjustments; and Amend the Title of Resolution No. 22-2016 *pages 29 -30*

11.3 Resolution No. 19-2018 – General Fee Resolution *pages 31-44*

11.4 Resolution No. 20-2018 – A Resolution Amending The Compensation Plan for Fiscal Year 2018 – 2019 and Repealing Pay Plan and Position Levels of Resolution No. 15- 2017 *pages 45 - 46*

11.5 Resolution No. 21-2018 – A Resolution Authorizing City Manager Russell W. Pelleberg to Sign the Bargaining Agreement Between the City of Umatilla and the Umatilla Safety Association *pages 47 -72*

- 11.6 Resolution No. 22 – 2018 – A Resolution Amending Healthcare Benefits and Other Benefits Section of the Employee Handbook for the City of Umatilla *pages 73 - 77*
- 11.7 PA-2-2018 – Public Hearing *pages 78 - 100*
- 11.8 Ordinance No. 828 – An Ordinance Amending the City’s Comprehensive Land Use Plan by Adopting an Exception to Statewide Goal 11 to Allow the Extension of the City’s Existing Sewer System to Serve Property Located Outside the Urban Growth Boundary *pages 101 -119*
- 11.9 Police Week and Peace Officers’ Memorial Day Proclamation *page 120*
- 11.10 Mental Health Awareness Proclamation *page 121*
- 11.11 IT Service RFP
- 11.12 National Corrections Workers Week Proclamation *page 124*

**12. CORRESPONDENCE**

**13. PUBLIC COMMENT:** \*See #7

**14. MAYOR’S MESSAGE**

**15. STAFF REPORT**

- 15.1 Water & Sewer Infrastructure Project – Matthew Tsui
- 15.2 Manager’s Report *pages 122 - 123*

**16. COUNCIL INFORMATION & DISCUSSION**

**17. ADJOURN TO EXECUTIVE SESSION –**

**18. RECONVENE**

**19. ADJOURN**

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**CITY OF UMATILLA  
COUNCIL MEETING  
April 03, 2018**

1. **CALLED TO ORDER:** Mayor Dufloth called the regular council meeting to order at 7:01pm.
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, Accounting Assistant Horn, Attorney KuhnSpicer, Attorney Kuhn, and Chief Huxel.
3. **PLEDGE OF ALLEGIANCE:** Pledge of allegiance was recited at 7:02pm.
4. **APPROVAL OF AGENDA:** It was moved by Councilor Roxbury to approve the amended agenda. Item 11.9 SV-1-2017 was included in the packet, but was not listed as an action item. The motion was seconded by Councilor Ribich. Voted: 6-0. Motion carried unanimously.
5. **PRESENTATION:** Councilor Ribich presented a short video on re-conveying 34 miles of the Columbia River shoreline back to local government. He expressed his desire and willingness to lead a similar project in Umatilla with the Council’s consent.
6. **APPROVAL OF MINUTES:** It was moved by Councilor Ray to approve minutes for March 06, 2018. The motion was seconded by Councilor TenEyck. Voted: 6-0. Motion carried unanimously.
7. **PUBLIC COMMENT:**  
Heidi Sipe – Mrs. Sipe talked about all the positive things the Police Department did for the Umatilla School District.  
  
Kristle Wyant - Mrs. Wyant addressed her safety concerns about Power Line Road. She mentioned that she still had not heard back from the County about curbing or sidewalk along Power Line Road.  
  
Martin Villanueva – Mr. Villanueva stated that the Police Department was scaring off his patrons. He stated that they would hang around his business around closing time and would pull people over for minor infractions. He asked the Council for help to resolve the issue.  
  
Debra Brown – Ms. Brown stated that there were four houses in her neighborhood that she considered drug houses. She wanted to know if there was something that could be done.  
  
Jimmie Stephens – Ms. Stephens stated that a cultural center would be an amazing addition for the city.  
  
Janet Detwiler – She stated that her vision for the City was to have hanging gardens and high gloss stain on the sidewalks. She would like to see the sun gleaming off the sidewalks.

**8. CONSENT AGENDA:**

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

Councilor TenEyck moved to approved All Remaining Invoices and the Court Report. The motion was seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously

**9. COMMITTEE REPORTS:** None.

**10. UNFINISHED BUSINESS:** None.

**11. NEW BUSINESS:**

Deputy City Manager Ince explained that all of these franchise agreements were renewals, but instead of a 5-year term, they were on a 10-year term. She also mentioned that Ordinance No. 826 with Zayo Group, LLC was adjusted to reflect the rest of the franchise agreements from 4% to 7%.

Councilor Ray asked if there was room to change these agreements. Manager Pelleberg stated that a section was added to ensure we could go back and review the terms and conditions. Deputy City Manager Ince explained that we could do that every even number year.

11.1 Ordinance No. 823 - It was moved by Councilor Ray to have a first reading on Ordinance No. 823. Seconded by Councilor TenEyck. Voted: 6-0. Motion carried unanimously.

Recorder Sandoval Read Ordinance No. 823 - AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO LIGHTSPEED NETWORKS, INC. dba LSN HEREINAFTER REFERRED TO AS "GRANTEE," ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF PRIVILEGE TO PROVIDE NONCABLE TELECOMMUNICATIONS SERVICES WITHIN THE CITY AND TO UTILIZE THE PUBLIC RIGHT OF WAYS AND REPEALING ORDINANCE NO 782.

It was moved by Councilor Ray to approve Ordinance No. 823. Motion seconded by Councilor Ribich. Voted: 6-0. Motion carried unanimously.

11.2 Ordinance No. 824 - It was moved by Councilor Ray to have a first reading on Ordinance No. 824. Seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

Recorder Sandoval Read Ordinance No. 824 - AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO EASTERN OREGON TELECOM LLC HEREINAFTER REFERRED TO AS "GRANTEE," ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF PRIVILEGE TO PROVIDE NONCABLE TELECOMMUNICATIONS SERVICES WITHIN THE CITY AND TO UTILIZE THE PUBLIC RIGHT OF WAYS AND REPEALING ORDINANCE NO. 776.

It was moved by Councilor TenEyck to approve Ordinance No. 824. Motion seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

11.3 Ordinance No. 825 - It was moved by Councilor Ray to have a first reading on Ordinance No. 825. Seconded by Councilor Keith. Voted: 6-0. Motion carried unanimously.

Recorder Sandoval Read Ordinance No. 825 - AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO QWEST CORPORATION, DBA CENTURYLINK QC, HEREINAFTER REFERRED TO AS "GRANTEE," ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF PRIVILEGE TO PROVIDE NONCABLE TELECOMMUNICATIONS SERVICES WITHIN THE CITY AND TO UTILIZE THE PUBLIC RIGHT OF WAYS AND REPEALING ORDINANCE NO. 775.

It was moved by Councilor Ribich to approve Ordinance No. 825. Motion seconded by Councilor Torres - Medrano. Voted: 6-0. Motion carried unanimously.

11.4 Ordinance No. 826 - It was moved by Councilor TenEyck to have a first reading on Ordinance No. 826. Seconded by Councilor Torres - Medrano. Voted: 6-0. Motion carried unanimously.

Recorder Sandoval Read Ordinance No. 826 - AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO ZAYO GROUP, LLC HEREINAFTER REFERRED TO AS "GRANTEE," ITS SUCCESSORS AND ASSIGNS, THE RIGHT OF PRIVILEGE TO PROVIDE NONCABLE TELECOMMUNICATIONS SERVICES WITHIN THE CITY AND TO UTILIZE THE PUBLIC RIGHT OF WAYS AND REPEALING ORDINANCE NO 780.

It was moved by Councilor Torres - Medrano to approve Ordinance No. 826. Motion seconded by Councilor TenEyck. Voted: 6-0. Motion carried unanimously.

11.5 PA-1-18- Public Hearing – Mayor Dufloth opened the public hearing for PA-1-18. He proceeded to announce the procedure to follow, report from staff/planning commission, applicant's testimony, other members of the audience who wish to speak on the proposal, applicant's rebuttal, other public agency reports, and close the hearing. He asked individuals who wished to testify to come to the podium state their name, address, and sign in for the record.

Planner Seitz explained that the application was for a plan amendment and zone change. He clarified that the applicant had submitted a plan amendment request in 2015 to rezone what was then all of Virginia's Place, which was denied by the City. The applicant came back in 2016 with a subsequent application, which was approved and lead to the existing 100ft strip of existing commercial designation along Willamette Ave. That was approved by Council and the Planning Commission approved a 29 lot subdivision. 24 of those lots are zoned for single family dwelling. The applicant is now requesting that the remaining 5 lots of commercial designation be rezoned to single family. The City will not be impacted negatively. There was a large surplus of commercial designation zones with in the City.

Councilor Ray asked about the utility lines. Planner Seitz stated that there was existing sewer and water within the newly created right-of-way. If it is rezoned they will be asked to pull from that since it is the lower category street. They will not have access from Willamette Ave.

Jared Faris, the applicant, stated that the current 24 lots that were subdivided were sold out.

Councilor Keith stated that he had talked to all the businesses across the street and they all wanted to remain commercial. The businesses wanted more people to frequent their business.

Councilor Roxbury inquired if the homes along Willamette Ave would face away or toward the Ave. Mr. Faris stated that the homes would face away from Willamette Ave. They would be accessed from the new street called Miller Loop.

Manager Pelleberg reminded Council that those lots had been vacant for years. The chances of filling those up with commercial property versus residential, he believed the residential properties would fill up fast.

Planning Commissioner Sipe stated that they had recommended rezoning the very first time this came before them. What the Council saw now was what had been requested by the Council. The Planning Commission had stayed consistent with their desire to see that be residential. It has always been a vacant area, and they wanted to see the positive development.

There were no audience members in opposition of the application.

Mayor Dufloth closed the public hearing.

Councilor Ray stated that Umatilla was growing fast. They needed commercial property to support the industrial park. He was afraid that if people reach that stoplight they would turn right.

Councilor Roxbury stated that the argument could be made that if you add more commercial property to that area that you would be pulling away from development of downtown.

Community Development Director stated that we had not reached critical mass limit to McNary. The boulevard serves as a buffer to those properties.

It was moved by Councilor Roxbury to approve PA-1-18. The motion was seconded by Councilor Torres – Medrano. Voted: 4-2. Councilor TenEyck and Councilor Ray voted against the motion. Motion carried.

11.6 Ordinance No. 827 - It was moved by Councilor Roxbury to have a first reading on Ordinance No. 827. Seconded by Councilor Keith. Voted: 4-2. Councilor TenEyck and Councilor Ray voted against the motion. Motion carried.

Recorder Sandoval Read Ordinance No. 827 - AN ORDINANCE AMENDING THE CITY OF UMATILLA COMPREHENSIVE PLAN MAP AND ZONING MAP BY CHANGING THE PLAN DESIGNATION OF 1.93 ACRES FROM MCNARY CENTER MIXED-USE COMMERCIAL (MC) TO SINGLE-FAMILY RESIDENTIAL (R-1).

It was moved by Councilor Roxbury to approve Ordinance No. 827. Motion seconded by Councilor Torres - Medrano. Voted: 4-2. Councilor TenEyck and Councilor Ray voted against the motion. Motion carried.

11.7 Resolution No. 17-2018 – It was moved by Councilor TenEyck to approve Resolution No. 17 – 2018, A Resolution Authorizing the Mayor to Sign a Communications Tower Lease Agreement with Eastern Oregon Telecom, LLC for a Portion of Space on the McNary Water Tower. The motion was seconded by Councilor Roxbury. Voted: 6-0. Motion carried unanimously.

11.8 Arbor Week and Day Proclamation was read out loud by Mayor Dufloth.

11.9 SV-1-2017 – Mayor Dufloth opened the public hearing for SV-1-17. He proceeded to announce the procedure to follow, report from staff/planning commission, applicant’s testimony, other members of the audience who wish to speak on the proposal, applicant’s rebuttal, other public agency reports, and close the hearing. He asked individuals who wished to testify to come to the podium state their name, address, and sign in for the record

Manager Pelleberg stated that it was an application for a street vacation. He recommended approval of the application. The City is maintaining the required access to our utilities.

Planner Seitz explained that it was an application for a street vacation on G Street lying south of 8<sup>th</sup> Street and the attached alley lying west of H Street. There were numerous notices that needed to go out before the application could be considered and those requirements had been met. In addition, the applicant was required to obtain two-thirds of signatures from the surrounding property owners. There was an email from Fire Chief Potts, in which the Fire Chief stated that they had no problems with vacating the street as long as the city maintained access to the easement. He was not opposed to the vacation as presented.

Kelly Nobles, the applicant, stated that he was the individual who collected the consent from the property owners. He stated that the fire access was a huge concern for them as well. It could have been catastrophic. That was why they asked the Fire Chief to take a look at it and sent the letter. Mr. Nobles read the letter Fire Chief Potts sent out.

Debra Graham stated that her signature had been forged by another property owner.

Planner Seitz explained that he had missed checking her signature when Planning Commission packets had gone out. Mr. Nobles had obtained the two-thirds required for this street vacation. So, the consent that was given on her property was not valid toward the two-third requirement.

It was moved by Councilor Torres – Medrano to approve SV-1-2018, A Petition for Vacation of Public Street, and That Portion of G Street Lying South of 8<sup>th</sup> Street and Alley Lying West of H Street with the City requirement that the two tax lots not be separated. Motion seconded by Councilor Ray. Voted: 6-0. Motion carried unanimously.

**12. CORRESPONDENCE:** None.

**13. PUBLIC COMMENT:**

Judy Simmons – Announced the Museum was having a Grand Reopening on Saturday, April 7, 2018 at 10am.

**14. MAYOR'S MESSAGE:** He saw a lot of great things happening. He was excited.

**15. STAFF REPORT:** Manager Pelleberg stated that they had recently met with Senator Wyden at the town hall meeting at the high school. He was still meeting with developers. There were some exciting things happening in downtown. Chief Huxel and Manager Pelleberg were still working on union negotiations, and he wanted to thank the staff for all their hard work.

**16. COUNCIL INFORMATION & DISCUSSION:**

16.1 Councilor Ray – stated that he was pleased to see the attorney present.

16.2 Councilor Ribich – attended the town hall meeting at the high school. He was amazed at the interaction between the students and Senator Wyden. Their knowledge and understanding of issues on gun control and internet safety, and their articulation of their concerns flabbergasted him.

16.3 Councilor Torres – Medrano – She talked about the Mental Health Awareness 5K that she was currently walking on. She stated that Lifeways did not follow up with issues. The students from our school were high risk because of low income. She wanted to see this become a huge thing in the City

**17. ADJOURN TO EXECUTIVE SESSION;** Council adjourned to executive session at 9:20pm.

**18. RECONVENE;** Council reconvened to regular meeting at 10:09pm. No formal action was taken.

**19. ADJOURN;** The next regular meeting will be held on May 01, 2018 at 7:00pm. It was moved by Councilor Ribich to adjourn the meeting. The motion was seconded by Councilor Torres - Medrano Voted: 6-0. Motion carried. Meeting adjourned at 10:10 pm.

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Daren Dufloth, Mayor

ATTEST:

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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
<b>4</b>							
4	A Burk's Custom Glass	1894	Auto Glass	04/04/18	421.00	41517	04/20/18
	Total 4:				421.00		
<b>26</b>							
26	AgSource Laboratories	90466379	BOD AND SOLIDS TEST	03/31/18	76.85	41518	04/20/18
		90466380	BOD AND SOLIDS TEST	03/31/18	76.85	41518	04/20/18
		90466381	BOD AND SOLIDS TEST	03/31/18	76.85	41518	04/20/18
		90466382	BOD AND SOLIDS TEST	03/31/18	76.85	41518	04/20/18
	Total 26:				307.40		
<b>34</b>							
34	All American Heating and Coolin	9467	Repair Police Dept Air Conditioning	04/03/18	320.00	41519	04/20/18
	Total 34:				320.00		
<b>59</b>							
59	Aramark Uniform Services, Inc.	863334713	Police Mats	03/01/18	132.48	41521	04/20/18
		863334715	Mats & Towels	03/01/18	94.78	41521	04/20/18
		863355568	Police Mats	03/15/18	132.48	41521	04/20/18
		863355570	Mats & Towels	03/15/18	94.78	41521	04/20/18
		863376349	Police Mats	03/29/18	132.48	41521	04/20/18
		863376351	Mats & Towels	03/29/18	94.78	41521	04/20/18
	Total 59:				681.78		
<b>92</b>							
92	Banner Bank Mastercard	2418MAR18	POLICE DEPT EQUIP OPERATIONS	03/31/18	610.62	41431	04/09/18
		2418MAR18	RED LION - HUXEL	03/31/18	438.34	41431	04/09/18
		4480APR18	LUNCHEON - COUNCIL	03/25/18	21.44	41431	04/09/18
		4480APR18	CIS TRAINING-SANDOVAL	03/25/18	374.50	41431	04/09/18
		4480APR18	MANAGER PHONE	03/25/18	74.69	41431	04/09/18
		4480APR18	MANAGER PHONE	03/25/18	74.68	41431	04/09/18
		4480APR18	LUNCHEON - WESTON MAYOR	03/25/18	25.50	41431	04/09/18
		4480APR18	TAHOE -OIL CHANGE	03/25/18	85.95	41431	04/09/18
		4480APR18	LUNCHEON JUB	03/25/18	30.20	41431	04/09/18
		4480APR18	FUEL	03/25/18	17.49	41431	04/09/18
		4480APR18	LUNCHEON WEST END MAYOR	03/25/18	30.50	41431	04/09/18
		4480APR18	LUNCHEON CALPINE	03/25/18	28.44	41431	04/09/18
		4868MAR18	OAWU CONFERENCE - BARRON	03/31/18	153.57	41431	04/09/18
		4868MAR18	OAWU CONFERENCE - BARRON	03/31/18	153.58	41431	04/09/18
		4868MAR18	WATER DEPT				



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		DRAPERMA	Natural Gas Draper Street	03/31/18	37.29	41437	04/09/18
		SEWERMAR	Natural Gas Sewer Plant	03/31/18	264.05	41437	04/09/18
Total 214:					525.55		
<b>222</b>							
222	Center Point Large Print	1567566	Large Print Books for Library	04/01/18	182.76	41523	04/20/18
Total 222:					182.76		
<b>226</b>							
226	CenturyLink	0453MAR18	Police Dept T31 Line	03/31/18	93.23	41438	04/09/18
Total 226:					93.23		
<b>259</b>							
259	CNA Surety	61378524-20	Finance Officer Bond Renewal	04/20/18	17.50	41524	04/20/18
		61378524-20	Finance Officer Bond Renewal	04/20/18	78.75	41524	04/20/18
		61378524-20	Finance Officer Bond Renewal	04/20/18	78.75	41524	04/20/18
Total 259:					175.00		
<b>262</b>							
262	Coffey, Tisa	APR18	Per Diem OCEA SPRING CONFERENCE	04/11/18	140.25	41441	04/09/18
Total 262:					140.25		
<b>273</b>							
273	Commercial Tire	226169	Street Dept Equip Operation	03/02/18	160.33	41442	04/09/18
		226371	Police Dept Snow Tire Changeover	03/08/18	63.00	41442	04/09/18
		226380	Police Dept Snow Tire Changeover	03/08/18	63.00	41442	04/09/18
		226390	Police Dept Snow Tire Changeover	03/08/18	63.00	41442	04/09/18
		226395	Police Dept Snow Tire Changeover	03/08/18	63.00	41442	04/09/18
		226467	Police Dept Snow Tire Changeover	03/09/18	63.00	41442	04/09/18
		227285	Police Dept Vehicle Maintenance	03/30/18	61.40	41442	04/09/18
Total 273:					536.73		
<b>302</b>							
302	CRIS Inc.	033118-M	Contract Service Agreement	03/31/18	12,500.00	41443	04/09/18
		033118-M	SUPPLIES	03/31/18	18.48	41443	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 302:					12,518.48		
<b>308</b>							
308	Crystal Springs	9262940040	Water for Police Department	04/04/18	63.95	41444	04/09/18
Total 308:					63.95		
<b>332</b>							
332	DCBS - Fiscal Services	1STQTR-201	Bldg Surcharge Quarterly Sub	03/31/18	5,441.14	41525	04/20/18
Total 332:					5,441.14		
<b>343</b>							
343	DEMCO, Inc.	6333605	Supplies for Library	03/16/18	101.93	41446	04/09/18
Total 343:					101.93		
<b>364</b>							
364	DiJulio Displays, Inc.	8626	C-9 Lamps and Wire	11/28/17	1,769.34	41448	04/09/18
		8647	C-9 Lamps and Wire	12/11/17	328.83	41448	04/09/18
Total 364:					2,098.17		
<b>397</b>							
397	Dynamic Computer Consulting, I	11898	Computer & Network Services	03/31/18	483.75	41450	04/09/18
		11898	Computer & Network Services	03/31/18	120.00	41450	04/09/18
		11919	Proof Point Security monthly	03/31/18	216.50	41450	04/09/18
		12015	City Hall Computer Purchase - Code Enforcement	04/30/18	1,903.75	41562	04/25/18
Total 397:					2,724.00		
<b>400</b>							
400	East Oregonian	29488	Public Notice	03/20/18	537.22	41526	04/20/18
		32064	DISCOVER EO	03/31/18	345.00	41526	04/20/18
Total 400:					882.22		
<b>405</b>							
405	Eastern Oregon Telecom, LLC	8743MAR18	Telephone/Fiber Services	03/31/18	48.86	41451	04/09/18
		8743MAR18	Telephone/Fiber Services	03/31/18	146.59	41451	04/09/18
		8743MAR18	Telephone/Fiber Services	03/31/18	242.67	41451	04/09/18
		8743MAR18	Telephone/Fiber Services	03/31/18	318.33	41451	04/09/18
		8743MAR18	Telephone/Fiber Services	03/31/18	316.17	41451	04/09/18
		8743MAR18	Telephone/Fiber Services	03/31/18	425.27	41451	04/09/18
		8743MAR18	Telephone/Fiber Services	03/31/18	123.97	41451	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 405:					1,621.86		
<b>420</b>							
420	Elmer's Irrigation & Supply	256505	Irrigation Supplies	04/12/18	124.81	41527	04/20/18
Total 420:					124.81		
<b>456</b>							
456	FEI #3011 Waterworks	0631133	WATER DEPT MAINTENANCE-METERS	03/08/18	5,569.92	41456	04/09/18
Total 456:					5,569.92		
<b>518</b>							
518	SYNCHRONY BANK/AMAZON	P934200EKE	Library Books	03/06/18	9.46	41506	04/09/18
Total 518:					9.46		
<b>552</b>							
552	Gordon's Electric	33735	Sewer Dept Fan Repair	03/19/18	1,870.00	41457	04/09/18
Total 552:					1,870.00		
<b>554</b>							
554	Gotcha Covered	952498	Cleaning Services	04/07/18	443.84	41528	04/20/18
		952498	Cleaning Services	04/07/18	383.98	41528	04/20/18
		952498	Cleaning Services	04/07/18	383.98	41528	04/20/18
		952498	Cleaning Services	04/07/18	248.20	41528	04/20/18
Total 554:					1,460.00		
<b>560</b>							
560	Grainger	9746959213	Sewer Supplies	04/03/18	69.25	41529	04/20/18
Total 560:					69.25		
<b>587</b>							
587	H.D. Fowler Company	14760755	Water Dept Supplies Meters etc	03/06/18	51.87	41458	04/09/18
		14762235	Water Dept Supplies	03/08/18	22.00	41458	04/09/18
Total 587:					73.87		
<b>589</b>							
589	Hach Company	10906351	Lab Tests	04/04/18	190.56	41530	04/20/18
Total 589:					190.56		
<b>623</b>							
623	Heller & Sons Dist., Inc.	52302	Sewer Equipment	04/11/18	33.47	41531	04/20/18
		CL07845-IN	Gasoline for Police Cars	03/31/18	2,175.35	41531	04/20/18
		CL07846-IN	Gas for Public Works				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Vehicles	03/31/18	601.70	41531	04/20/18
		CL07846-IN	Gas for Public Works Vehicles	03/31/18	982.18	41531	04/20/18
		CL07846-IN	Gas for Public Works Vehicles	03/31/18	389.33	41531	04/20/18
		CL07846-IN	Gas for Public Works Vehicles	03/31/18	976.29	41531	04/20/18
Total 623:					5,158.32		
<b>627</b>							
627	Hermiston Auto Parts, Inc.	647-568868	Street Equipment Maintenance	03/01/18	138.49	41461	04/09/18
		647-569074	Street Equipment Maintenance	03/06/18	17.54	41461	04/09/18
		647-569087	Sewer Dept Equip Maintenance	03/06/18	46.90	41461	04/09/18
		647-569123	Street Equipment Maintenance	03/07/18	153.97	41461	04/09/18
		647-569211	Street Equipment Maintenance	03/09/18	2.68	41461	04/09/18
		647-569334	Street Equipment Maintenance	03/12/18	3.98	41461	04/09/18
		647-569425	Street Equipment Maintenance	03/13/18	16.88	41461	04/09/18
		647-569426	Park Equip Maintenance	03/13/18	4.99	41461	04/09/18
		647-569478	Water Dept Maintenance	03/14/18	23.31	41461	04/09/18
		647-569503	Street Equipment Maintenance	03/15/18	6.99	41461	04/09/18
		647-569517	Water Equip Maintenance	03/15/18	369.66	41461	04/09/18
		647-569672	Marina Park Maintenance	03/17/18	106.31	41461	04/09/18
		647-569707	Sewer Dept Equip Maintenance	03/19/18	4.81	41461	04/09/18
		647-569723	Sewer Dept Equip Maintenance	03/19/18	6.43	41461	04/09/18
		647-569777	Street Maintenance	03/20/18	45.30	41461	04/09/18
		647-569783	Park Maintenance	03/20/18	3.99	41461	04/09/18
		647-569945	Water Equip Maintenance	03/23/18	31.17	41461	04/09/18
		647-569949	Water Equip Maintenance	03/23/18	20.82	41461	04/09/18
		647-570075	Water Equip Maintenance	03/27/18	12.00	41461	04/09/18
		647-570117	Street Equipment Maintenance	03/28/18	27.78	41461	04/09/18
Total 627:					1,044.00		
<b>637</b>							
637	Hermiston Quicky Lube	418509	Police Dept Oil Change	03/12/18	43.95	41462	04/09/18
		418738	Police Dept Oil Change	03/16/18	54.90	41462	04/09/18
Total 637:					98.85		
<b>659</b>							
659	Home Depot Credit Services	102257	Marina Maintenance-Dock Paint	02/27/18	24.85	41464	04/09/18
		3102778	MAINTENANCE - CITY				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		5103428	HALL MAINTENANCE - CITY HALL	03/06/18 03/14/18	59.97 15.88	41464 41464	04/09/18 04/09/18
	Total 659:				100.70		
<b>671</b>							
671	House of Mowers	107563	FACADE GRANT PAYMENT	04/06/18	696.00	41532	04/20/18
	Total 671:				696.00		
<b>681</b>							
681	Huxel, Darla	OACP18	Training/Travel	04/10/18	472.35	41533	04/20/18
	Total 681:				472.35		
<b>685</b>							
685	IDEXX Distribution Corp.	3029365213	Colilert Testing Supplies	04/03/18	155.80	41534	04/20/18
	Total 685:				155.80		
<b>693</b>							
693	Ingram	33437992	Library Books	03/01/18	9.75	41466	04/09/18
		33437993	Library Books	03/01/18	41.64	41466	04/09/18
		33464887	Library Books	03/04/18	19.97	41466	04/09/18
		33512066	Library Books	03/06/18	48.58	41466	04/09/18
		33512067	Library Books	03/06/18	9.75	41466	04/09/18
		33512068	Library Books	03/06/18	9.75	41466	04/09/18
		33512069	Library Books	03/06/18	26.99	41466	04/09/18
		33533980	Library Books	03/07/18	14.99	41466	04/09/18
		33630553	Library Books	03/13/18	17.40	41466	04/09/18
		33630554	Library Books	03/13/18	70.93	41466	04/09/18
		33746258	Library Books	03/20/18	33.58	41466	04/09/18
		33746259	Library Books	03/20/18	16.80	41466	04/09/18
		33746260	Library Books	03/20/18	67.19	41466	04/09/18
		33865069	Library Books	03/27/18	16.80	41466	04/09/18
		33865070	Library Books	03/27/18	15.59	41466	04/09/18
		33865071	Library Books	03/27/18	48.58	41466	04/09/18
		DISCMAR18	Discount Available	03/31/18	4.66-	41466	04/09/18
	Total 693:				463.63		
<b>720</b>							
720	James C. Fulper dba Health Opt	76385	DOT Physical - Dyer	03/16/18	95.00	41468	04/09/18
		76707	DOT Physical - BARRON	04/10/18	95.00	41535	04/20/18
	Total 720:				190.00		
<b>770</b>							
770	KIE Supply Corp	356932-1	Sewer Dept Maintenance	03/07/18	26.04	41471	04/09/18
		361207	Sewer Dept Maintenance	03/07/18	67.87	41471	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 770:					93.91		
<b>785</b>							
785	Kuhn Law Offices	33182	Legal Services - Code Enforcement	03/31/18	280.00	41539	04/20/18
		33183	Legal Services - Franchise Agrmnt	03/31/18	840.00	41539	04/20/18
		33184	Legal Services - Personnel	03/31/18	175.00	41539	04/20/18
Total 785:					1,295.00		
<b>897</b>							
897	Mcmaster-Carr Supply	60147859	Sewer Dept Maintenance	04/03/18	40.66	41540	04/20/18
Total 897:					40.66		
<b>932</b>							
932	Midamerica Books	447907	Books for Library	02/28/18	79.80	41541	04/20/18
Total 932:					79.80		
<b>933</b>							
933	Mid-American Research Chemic	632860-IN	Sewer Supplies	04/05/18	271.74	41542	04/20/18
Total 933:					271.74		
<b>995</b>							
995	Norco	23429899	Cylinder Rental	03/31/18	43.12	41478	04/09/18
		23429899	Cylinder Rental	03/31/18	43.12	41478	04/09/18
Total 995:					86.24		
<b>996</b>							
996	North Central Labs of Wisc	404831	Sewer Test Supplies	04/04/18	113.53	41543	04/20/18
Total 996:					113.53		
<b>1000</b>							
1000	Northwest Biosolids Mgmt Assoc	02232018-01	Annual Membership-Stensrud	02/23/18	250.00	41544	04/20/18
Total 1000:					250.00		
<b>1008</b>							
1008	NW Farm Supply	C99131	street equipment maintenance	03/06/18	21.23	41479	04/09/18
Total 1008:					21.23		
<b>1016</b>							
1016	OCEA - Oregon Code Enforcem	COFFEY	Spring Conference	04/05/18	175.00	41480	04/09/18



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1016:					175.00		
<b>1034</b>							
1034	One Call Concepts, Inc.	8030502	Excavation Notices	03/31/18	102.96	41481	04/09/18
Total 1034:					102.96		
<b>1040</b>							
1040	OR Dept. of Transportation	7565001	6th St Umatilla Bridge Project	03/27/18	34,717.85	41482	04/09/18
Total 1040:					34,717.85		
<b>1052</b>							
1052	Oregon Dept of Revenue	ASSESSME	State Court Assessments	04/05/18	36,665.63	41483	04/09/18
Total 1052:					36,665.63		
<b>1082</b>							
1082	OXARC	30290218	Park Maintenance	03/08/18	49.42	41545	04/20/18
		30293859	Marina -Recharge fire extinguisher	03/14/18	78.70	41545	04/20/18
Total 1082:					128.12		
<b>1086</b>							
1086	Pacific Power	0013APR18	Hwy 395 & 730 Intertie Well	03/22/18	380.47	41484	04/09/18
		0021APR18	205 Powerline/McNary Ind Park/WWTP	03/23/18	7,579.47	41484	04/09/18
		0039APR18	McFarland Well	03/27/18	1,809.54	41484	04/09/18
		0047APR18	McNary Mobil Phase 2	03/29/18	269.93	41484	04/09/18
		0054APR18	City Park Restrooms	03/23/18	314.50	41484	04/09/18
		0062APR18	Shop Complex	04/13/18	36.38	41546	04/20/18
		0070APR18	8th & F SE Corner	04/13/18	34.64	41546	04/20/18
		0088APR18	8th & E St SS Park	04/13/18	48.40	41546	04/20/18
		0096APR18	6th & A St Decorative Light	03/23/18	23.43	41484	04/09/18
		0104APR18	Street Lights	03/19/18	1,449.92	41484	04/09/18
		0112APR18	800 6th St/City Hall/Library	04/13/18	254.22	41546	04/20/18
		0112APR18	800 6th St/City Hall/Library	04/13/18	254.22	41546	04/20/18
		0112APR18	800 6th St/City Hall/Library	04/13/18	254.21	41546	04/20/18
		0120APR18	300 6th St	04/13/18	580.04	41546	04/20/18
		0146APR18	Bud Draper Dr	04/13/18	4,133.78	41546	04/20/18
		0153APR18	Water Booster Station	04/13/18	1,883.18	41546	04/20/18
		0161APR18	Water Tank Port	04/13/18	3,809.04	41546	04/20/18
		0179APR18	285 Radar Rd Booster Pump	03/27/18	429.02	41484	04/09/18
		0187APR18	Div 7 Naches Ave Lift	04/13/18	29.10	41546	04/20/18
		0377APR18	Bath House Marina	03/23/18	667.85	41484	04/09/18
		0385APR18	Fish Cleaning Station Marina	03/23/18	17.87	41484	04/09/18
		0393APR18	West End Comfort Station	03/23/18	17.87	41484	04/09/18
		0401APR18	15 HP Pump Marina Levy	03/23/18	93.19	41484	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0419APR18	Quincy Ave N 2nd Marina office bldg	03/23/18	94.55	41484	04/09/18
		0427APR18	Marina Park	03/23/18	1,229.47	41484	04/09/18
		0435APR18	1710 Quincy St Marina	03/23/18	720.56	41484	04/09/18
		0443APR18	Umatilla Marina St Lights	04/12/18	193.31	41546	04/20/18
		0476APR18	Street Light Powerline/730	03/23/18	23.32	41484	04/09/18
	Total 1086:				26,631.48		
<b>1116</b>							
1116	Pet Rescue	133	Dog Impounds	04/03/18	800.00	41547	04/20/18
	Total 1116:				800.00		
<b>1157</b>							
1157	ProBuild Credit Department	709-7907518	Street Dept Equip Operations	03/06/18	48.83	41492	04/09/18
	Total 1157:				48.83		
<b>1173</b>							
1173	Quality Control Services	519682	On Site Service Balance	03/30/18	230.00	41548	04/20/18
	Total 1173:				230.00		
<b>1178</b>							
1178	Quill Corporation	5509907	SLAM DUNK JUNK SUPPLIES	03/13/18	38.01	41493	04/09/18
		5510693	SLAM DUNK JUNK SUPPLIES	03/13/18	18.24	41493	04/09/18
		5534475	Office Supplies	03/13/18	41.41	41493	04/09/18
		5534475	Office Supplies	03/13/18	8.23	41493	04/09/18
		5534475	Office Supplies	03/13/18	16.59	41493	04/09/18
		5534475	Office Supplies	03/13/18	24.82	41493	04/09/18
		5534475	Office Supplies	03/13/18	24.82	41493	04/09/18
		5534475	Office Supplies	03/13/18	16.59	41493	04/09/18
		5534475	Office Supplies	03/13/18	2.42	41493	04/09/18
		5534475	Planning Supplies	03/13/18	209.34	41493	04/09/18
		5534475	COURT SUPPLIES	03/13/18	20.05	41493	04/09/18
		5534475	SLAM DUNK JUNK SUPPLIES	03/13/18	76.51	41493	04/09/18
		5535591	SLAM DUNK JUNK SUPPLIES	03/13/18	12.78	41493	04/09/18
		5794797	ARBOR DAY SUPPLIES	03/13/18	249.44	41493	04/09/18
		5967280	Office Supplies	03/29/18	98.70	41549	04/20/18
		5967280	Office Supplies	03/29/18	45.40	41549	04/20/18
		5967280	Office Supplies	03/29/18	54.00	41549	04/20/18
		5967280	Office Supplies	03/29/18	54.00	41549	04/20/18
		5967280	Office Supplies	03/29/18	36.10	41549	04/20/18
		5967280	Office Supplies	03/29/18	5.30	41549	04/20/18
		6033804	Office Supplies	03/29/18	64.85	41549	04/20/18
		6033804	Office Supplies	03/29/18	21.67	41549	04/20/18
		6033804	Office Supplies	03/29/18	32.42	41549	04/20/18
		6033804	Office Supplies	03/29/18	32.42	41549	04/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		6033804	Office Supplies	03/29/18	21.67	41549	04/20/18
		6033804	Office Supplies	03/29/18	3.18	41549	04/20/18
		6208139	Office Supplies	04/09/18	19.27	41549	04/20/18
		6208139	Office Supplies	04/09/18	11.55	41549	04/20/18
		6208139	Office Supplies	04/09/18	11.55	41549	04/20/18
		6208139	Office Supplies	04/09/18	11.55	41549	04/20/18
		6208139	Office Supplies	04/09/18	7.72	41549	04/20/18
		6208139	Office Supplies	04/09/18	1.12	41549	04/20/18
	Total 1178:				<u>1,291.72</u>		
<b>1191</b>							
1191	RDO Equipment Co.	P44184	Park Dept Equip Maintenance	03/13/18	28.57	41494	04/09/18
		W31996	Marina Mower Repairs	03/15/18	465.40	41494	04/09/18
	Total 1191:				<u>493.97</u>		
<b>1193</b>							
1193	Recorded Books, LLC	75754338	Books on Tape for Library	03/16/18	146.68	41495	04/09/18
	Total 1193:				<u>146.68</u>		
<b>1259</b>							
1259	Sanitary Disposal, Inc.	MAR18	Refuse Collection	03/31/18	67,274.66	41497	04/09/18
		MAR18	Marina Refuse	03/31/18	694.75	41497	04/09/18
	Total 1259:				<u>67,969.41</u>		
<b>1260</b>							
1260	Sanitary Disposal, Transfer St	TRSF17	CITY CLEAN UP 2017	04/05/17	75.95	41551	04/20/18
	Total 1260:				<u>75.95</u>		
<b>1293</b>							
1293	Shelco Electric	62999	Wate Water Plant Repairs - McNary Lift	03/20/18	880.00	41499	04/09/18
	Total 1293:				<u>880.00</u>		
<b>1311</b>							
1311	Simplot Grower Solutions	757098474	Agri Star Gly Star Plus/Pramitol	03/19/18	1,431.00	41500	04/09/18
		757098657	Agri Star Gly Star Plus	03/21/18	312.00	41500	04/09/18
		757098730	Marina Maintenance	03/22/18	2,000.00	41500	04/09/18
		757098752	Park Maintenance - Fertilizer	03/23/18	1,232.00	41500	04/09/18
	Total 1311:				<u>4,975.00</u>		
<b>1322</b>							
1322	SME Solutions, LLC	253035	Marina - Coupler Repair	02/16/18	274.10	41501	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1322:					274.10		
<b>1332</b>							
1332	Smitty's Ace Hardware	571231	PARKS MAINTENANCE	03/01/18	1.99	41502	04/09/18
		571535	Marina Maintenance	03/06/18	35.94	41502	04/09/18
		571641	Street Equip Maintenance	03/07/18	31.98	41502	04/09/18
		571972	PARKS MAINTENANCE	03/12/18	95.96	41502	04/09/18
		572122	City Hall Repairs	03/14/18	7.98	41502	04/09/18
		572654	water dept maintenance	03/21/18	47.44	41502	04/09/18
		573234	Street Maintenance	03/28/18	7.57	41502	04/09/18
		573249	PARKS MAINTENANCE	03/28/18	41.30	41502	04/09/18
		573304	PARKS MAINTENANCE	03/29/18	16.55-	41502	04/09/18
		573418	Marina Maintenance	03/30/18	68.97	41502	04/09/18
		573426	Marina Maintenance	03/30/18	2.99	41502	04/09/18
		DISMAR18	Discount available	03/31/18	6.52-	41502	04/09/18
		DISMAR18	Discount available	03/31/18	4.89-	41502	04/09/18
		DISMAR18	Discount available	03/31/18	3.26-	41502	04/09/18
		DISMAR18	Discount available	03/31/18	1.62-	41502	04/09/18
Total 1332:					309.28		
<b>1343</b>							
1343	Specks Printing	7201	Police Dept Receipt Book	03/19/18	265.00	41503	04/09/18
		7212	Printed Forms and Supplies	03/30/18	113.75	41503	04/09/18
		7212	Printed Forms and Supplies	03/30/18	22.75	41503	04/09/18
		7212	Printed Forms and Supplies	03/30/18	45.50	41503	04/09/18
		7212	Printed Forms and Supplies	03/30/18	6.50	41503	04/09/18
		7212	Printed Forms and Supplies	03/30/18	68.25	41503	04/09/18
		7212	Printed Forms and Supplies	03/30/18	68.25	41503	04/09/18
		7212	Business Cards- Krogh	03/30/18	59.00	41503	04/09/18
Total 1343:					649.00		
<b>1376</b>							
1376	Sunriver Resort	OCEA18	OCEA CONF- COFFEY	03/19/18	280.16	41505	04/09/18
Total 1376:					280.16		
<b>1387</b>							
1387	Table Rock Analytical Lab	20386	Coliform drinking water tests	04/04/18	240.00	41553	04/20/18
Total 1387:					240.00		
<b>1392</b>							
1392	Talos Engineering, Inc.	1035	Cellular Texting System	04/02/18	55.00	41554	04/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1392:					55.00		
<b>1408</b>							
1408	Texor, LLC	45100006	Utility Refund 920 6th St	04/03/18	100.00	41507	04/09/18
Total 1408:					100.00		
<b>1444</b>							
1444	Traffic Safety Supply Co.	140703	Supplies	03/13/18	439.64	41508	04/09/18
Total 1444:					439.64		
<b>1464</b>							
1464	Umatilla Circuit Court	18VI33432	Sandra Aguilar Docket#18VI33432	04/05/18	200.00	41510	04/09/18
Total 1464:					200.00		
<b>1471</b>							
1471	Umatilla County Finance Dept	CA-APR18	County Court Assessment	04/05/18	4,919.78	41511	04/09/18
Total 1471:					4,919.78		
<b>1478</b>							
1478	Umatilla Elect. Coop. Assoc.	002APR18	60 HP Sewer Pump	04/01/18	65.51	41557	04/20/18
		239MAR18	Lights for Waterfall	03/15/18	50.15	41512	04/09/18
		239MAR18	NE 12th & Hwy 730	03/15/18	8.36	41512	04/09/18
		239MAR18	W 2nd St & Hwy 730	03/15/18	8.00	41512	04/09/18
		240MAR18	Street Light Electric	03/20/18	9.06	41512	04/09/18
		240MAR18	5 HP Sewer Pump Wildwood Elect	03/20/18	41.95	41512	04/09/18
		240MAR18	Hwy 730 / 395	03/20/18	8.00	41512	04/09/18
		240MAR18	Hwy 730 / McNary	03/20/18	8.00	41512	04/09/18
Total 1478:					199.03		
<b>1488</b>							
1488	Unifirst Corporation	1430212404	Bldg Maint/Supplies CH/Library	03/02/18	30.34	41558	04/20/18
		1430212404	Bldg Maint/Supplies CH/Library	03/02/18	47.00	41558	04/20/18
		1430212404	Bldg Maint/Supplies CH/Library	03/02/18	47.00	41558	04/20/18
		1430212819	Bldg Maint/Supplies CH/Library	03/09/18	40.99	41558	04/20/18
		1430212819	Bldg Maint/Supplies CH/Library	03/09/18	63.50	41558	04/20/18
		1430212819	Bldg Maint/Supplies CH/Library	03/09/18	63.50	41558	04/20/18
		1430213237	Bldg Maint/Supplies CH/Library	03/16/18	30.34	41558	04/20/18
		1430213237	Bldg Maint/Supplies CH/Library	03/16/18	47.00	41558	04/20/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430213237	Bldg Maint/Supplies CH/Library	03/16/18	47.00	41558	04/20/18
		1430213659	Bldg Maint/Supplies CH/Library	03/23/18	30.34	41558	04/20/18
		1430213659	Bldg Maint/Supplies CH/Library	03/23/18	47.00	41558	04/20/18
		1430213659	Bldg Maint/Supplies CH/Library	03/23/18	47.00	41558	04/20/18
	Total 1488:				541.01		
<b>1503</b>							
1503	US Bank	4944710	Paying Agent Fee	03/23/18	500.00	41513	04/09/18
	Total 1503:				500.00		
<b>1504</b>							
1504	USA Bluebook	535928	Sewer Dept Maintenance	04/04/18	504.55	41514	04/09/18
		547830	Sewer Dept Maintenance	04/17/18	196.23	41559	04/20/18
	Total 1504:				700.78		
<b>1520</b>							
1520	Verizon Wireless	9803617020	2 Water Dept Lines	03/15/18	85.14	41515	04/09/18
		9804616037	Police Department Cell Phones	04/02/18	631.68	41560	04/20/18
		9804616037	PW Cell Phones/On-call phone	04/02/18	105.28	41560	04/20/18
	Total 1520:				822.10		
<b>1629</b>							
1629	Jordan Ramis PC	144527	FEB 2018 LEGAL SERVICES	02/27/18	2,233.00	41469	04/09/18
		145423	MAR18 LEGAL SERVICE	03/28/18	4,235.00	41469	04/09/18
	Total 1629:				6,468.00		
<b>1715</b>							
1715	Ducote Consulting	1141	SPWF Final Design Admin	03/31/18	420.00	41449	04/09/18
		1141	General Engineering Work	03/31/18	140.00	41449	04/09/18
	Total 1715:				560.00		
<b>1753</b>							
1753	Jimmy's Johns Portable Toilets L	6620	Marina & RV Park - Monthly Unit	04/01/18	185.00	41536	04/20/18
	Total 1753:				185.00		
<b>1811</b>							
1811	City of Hermiston - Building Dept	7437	Building Inspection/Plan Review	04/09/18	14,135.31	41440	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		7437	Electrical Inspection/Plan Review	04/09/18	760.00	41440	04/09/18
Total 1811:					14,895.31		
<b>1832</b>							
1832	FastTrack	43007700	UTILITY REFUND-774 Miller Loop	03/19/18	56.45	41455	04/09/18
		43007800	UTILITY REFUND-780 Miller Loop	04/02/18	24.59	41455	04/09/18
		44000100	UTILITY REFUND-158 Columbia Blvd	03/26/18	36.96	41455	04/09/18
		79270000	UTILITY REFUND-193 John Day	03/21/18	44.63	41455	04/09/18
Total 1832:					162.63		
<b>1845</b>							
1845	F&AO, USACE WALLA WALLA	230030-2018	Ref#230030	02/01/18	26,040.00	41454	04/09/18
Total 1845:					26,040.00		
<b>1948</b>							
1948	TransUnion Risk and Alternative	JAN-MAR18	Monthly Subscription Police Dept Jan-Mar	04/01/18	450.00	41509	04/09/18
Total 1948:					450.00		
<b>1967</b>							
1967	Curtis Blue Line	INV153662	Police Clothing Allowance	01/12/18	102.00	41445	04/09/18
Total 1967:					102.00		
<b>1982</b>							
1982	Hillebrand, Patrick	APRIL18	Marina Patrol Services	03/31/18	200.00	41463	04/09/18
Total 1982:					200.00		
<b>1983</b>							
1983	Axon Enterprise, Inc.	SI-1526805	POLICE EQUIPMENT MAINTENANCE	03/14/18	188.00	41430	04/09/18
Total 1983:					188.00		
<b>2023</b>							
2023	METSKER, CHERYL	APR18	RESTITUTION	04/05/18	100.00	41477	04/09/18
Total 2023:					100.00		
<b>2052</b>							
2052	CI INFORMATION MANAGMEN	0063376	SHRED SERVICES 64 GAL	03/31/18	39.90	41439	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2052:					39.90		
<b>2071</b>							
2071	MABBOTT, TAMRA	021418	Per-Diem CASCADE LOCKS	02/14/18	364.05	41472	04/09/18
Total 2071:					364.05		
<b>2080</b>							
2080	HORN,ESMERALDA	MAR18	EDUCODE FLIGHT	03/19/18	207.00	41465	04/09/18
		MAR18	BAGGAGE FEE	03/19/18	25.00	41465	04/09/18
		MAR18	AIRPORT PARKING	03/19/18	30.00	41465	04/09/18
		MAR18	TRANSPORTATION HOTEL-AIRPORT	03/19/18	42.38	41465	04/09/18
Total 2080:					304.38		
<b>2108</b>							
2108	Tonkon Torp, LLP	1562520	SIP Agreement w/County	03/07/18	1,200.00	41556	04/20/18
Total 2108:					1,200.00		
<b>2131</b>							
2131	SEITZ, BRANDON	BCD18	Per Diem Training-Building Official	04/19/18	127.50	41552	04/20/18
Total 2131:					127.50		
<b>2178</b>							
2178	AGRI PLAS INC RECYLCING	180123	OVERPAYMENT - ANDREW WORDEN	03/31/18	235.00	41428	04/09/18
Total 2178:					235.00		
<b>2179</b>							
2179	ESPINOZA, SERJIO	180317	OVERPAYMENT	03/31/18	150.00	41453	04/09/18
Total 2179:					150.00		
<b>2180</b>							
2180	PASLEY TRUCKING	180691	BAIL REFUND - MITCHELL HOPKINS	03/31/18	440.00	41486	04/09/18
Total 2180:					440.00		
<b>2181</b>							
2181	ZAPET MENDEZ, MARIO R	173108	BAIL REFUND	03/31/18	435.00	41516	04/09/18
Total 2181:					435.00		
<b>2182</b>							
2182	MCELROY JR, VINCENT	173260	OVERPAYMENT	03/31/18	110.00	41475	04/09/18



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2182:					110.00		
<b>2183</b>							
2183	DEONTREL JAMES MAYES HI	180709	OVERPAYMENT	03/31/18	50.00	41447	04/09/18
Total 2183:					50.00		
<b>2184</b>							
2184	PAYLOR, RODNEY	180503	OVERPAYMENT	03/31/18	50.00	41487	04/09/18
Total 2184:					50.00		
<b>2185</b>							
2185	S & K TRANSPORT, LLC	180657	OVERPAYMENT - NATHAN GUNKLE	03/31/18	235.00	41496	04/09/18
Total 2185:					235.00		
<b>2186</b>							
2186	MAHONE, CHESTER C	180499	OVERPAYMENT	03/31/18	38.00	41473	04/09/18
Total 2186:					38.00		
<b>2187</b>							
2187	MEADOWLARK TRANSPORT I	180604	OVERPAYMENT - BENJAMIN MCDANIEL	03/31/18	440.00	41476	04/09/18
Total 2187:					440.00		
<b>2188</b>							
2188	BUXTON, DAVID	180582	BAIL REFUND	03/31/18	200.00	41435	04/09/18
Total 2188:					200.00		
<b>2189</b>							
2189	MALIMON, ALDREI	172963	OVERPAYMENT	03/31/18	38.00	41474	04/09/18
Total 2189:					38.00		
<b>2190</b>							
2190	PRIME WINDOWS	180605	OVERPAYMENT - BILLY S BRYANT	03/31/18	235.00	41491	04/09/18
Total 2190:					235.00		
<b>2191</b>							
2191	SCHUMACHER, TROY W	180578	OVERPAYMENT - COREY HATCH	03/31/18	235.00	41498	04/09/18
Total 2191:					235.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2192</b>							
2192	EMERALD SERVICES	180692	BAIL REFUND - IREY D LOLLAR JR	03/31/18	440.00	41452	04/09/18
	Total 2192:				440.00		
<b>2193</b>							
2193	HANLEY, ERIC	180606	OVERPAYMENT	03/31/18	50.00	41460	04/09/18
	Total 2193:				50.00		
<b>2194</b>							
2194	AMERICAN PROMOTIONAL EV	S0118	OVERPAYMENT ON SIGN PERMIT	04/05/18	5.00	41429	04/09/18
	Total 2194:				5.00		
<b>2195</b>							
2195	Blackford, Tyler	39178020	Utility Refund	03/31/18	56.79	41433	04/09/18
	Total 2195:				56.79		
<b>2196</b>							
2196	Hall, Chet	79065012	Utility Refund	03/20/18	89.22	41459	04/09/18
	Total 2196:				89.22		
<b>2197</b>							
2197	INTERNATIONAL CODE COUN	1000881264	EDUCODE SESSION #35 - HORN	03/19/18	500.00	41467	04/09/18
	Total 2197:				500.00		
<b>2198</b>							
2198	KEELIN, JERRY	E12	SLIP & DRY STORAGE RELEASE	03/20/18	177.50	41470	04/09/18
	Total 2198:				177.50		
<b>2199</b>							
2199	PARAMOUNT SUPPLY CO	694518	SEWER DEPT MAINTENANCE	03/27/18	213.20	41485	04/09/18
	Total 2199:				213.20		
<b>2200</b>							
2200	PERKINS, NIKKI	79022019	UTILITY REFUND	03/31/18	23.31	41488	04/09/18
	Total 2200:				23.31		
<b>2201</b>							
2201	PHOENIX EXCAVATING INC	MARCH18	CLEARING BRUSH	03/31/18	900.00	41489	04/09/18

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2201:					900.00		
<b>2202</b>							
2202	PINKHAM, TAMERA	E14	SLIP RELEASED-MOORAGE REFUND	04/01/18	95.00	41490	04/09/18
Total 2202:					95.00		
<b>2203</b>							
2203	Speir, James	E16	Slip Released -Moorage Refund	04/02/18	95.00	41504	04/09/18
Total 2203:					95.00		
<b>2204</b>							
2204	AMERICAS WINDOW TINT	2075	MARINA SIGNS	04/18/18	195.00	41520	04/20/18
Total 2204:					195.00		
<b>2205</b>							
2205	RA OUTDOORS, LLC	PLG 9227	MARINA RESERVATION SET UP FEE	03/31/18	750.00	41550	04/20/18
Total 2205:					750.00		
<b>2206</b>							
2206	JUAREZ, AMELIA	59003011	UTILITY REFUND	12/27/17	250.49	41537	04/20/18
Total 2206:					250.49		
<b>2207</b>							
2207	KOHU/KQFM RADIO	871-00002	AD SPONSOR FOR UHS BB PLAYOFFS	03/31/18	75.00	41538	04/20/18
Total 2207:					75.00		
<b>2208</b>							
2208	Tassie, Matt	CDLLIC	CDL TEST & LICENSING	04/11/18	55.50	41555	04/20/18
Total 2208:					55.50		
<b>2209</b>							
2209	We Buy Homes 541 LLC	39012012	Utility Refund - 108 Madison St	12/22/17	80.73	41561	04/20/18
Total 2209:					80.73		
Grand Totals:					299,614.34		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
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Report Criteria:

Detail report type printed

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# Umatilla Municipal Court

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

April 6, 2018

TO: MAYOR DAREN DUFLOTH  
FROM: THERESA M KROGH , MUNICIPAL JUDGE  
SUBJECT: MARCH 2018 MONTH END REPORT

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>			<u>STATE</u>	<u>REFUNDS</u>
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$79,854.61	\$ 34,783.20	\$ 5.00	\$ 4,919.78	\$36,665.63	\$ 3481.00

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

FINE TURNOVER FOR MARCH 2018 IS \$34,783.20.

ONE WEDDING WASD PERFORMED IN MARCH AND IT WAS OUT OF THE COURT ROOM.

Theresa M Krogh  
Municipal Judge for  
The City of Umatilla

:tmk

CC: COUNCIL

To: Mayor Daren Dufloth  
City of Umatilla  
700 Sixth St.  
Umatilla Or., 97882

CC: City Council Members: Mark Keith, Michael Roxbury, Mel Ray, Selena Torres-Medrano, Roak TenEyck, and City Staff

Dear Mayor and Council Members and City Staff:

It is with regret that I tender my resignation from the Umatilla City Council effective immediately.

It has been an honor to have worked with you, and I wish you continued success.

Sincerely,

*Mark Ribich*

Mark Ribich

4/20/2018

**RESOLUTION NO. 18-2018**

**A RESOLUTION AMENDING SECTION 29 TO REFLECT RV PARK RATE ADJUSTMENTS; AND AMEND THE TITLE OF RESOLUTION 22-2016**

THE CITY OF UMATILLA DOES HEREBY RESOLVE AS FOLLOWS:

(Matter to be deleted is in [brackets]. New matter to amend an existing section is underlined.)

Section 29, MARINA AND RV PARK is amended to read:

**29. MARINA AND RV PARK**

**28.1 Moorage Rates (Pay for 11 months in full, get the 12<sup>th</sup> month free)**

DOCK	SLIPS	HEIGHT	MAX LENGTH	DEPOSIT	MONTHLY RATE	YEARLY RATE	COMMENTS
B		14	30	\$110.00	\$110.00	\$1,210.00	Plus Metered Power
B	15,16,21,22,27,28	14	30	\$100.00	\$100.00	\$1,100.00	Plus Metered Power
B		20	45	\$160.00	\$160.00	\$1,760.00	Plus Metered Power
B		20	50	\$180.00	\$180.00	\$1,980.00	Plus Metered Power
E		8.5	27	\$ 75.00	\$ 75.00	\$ 825.00	
H East	Even #'s	N/A	To 40	\$100.00	\$100.00	\$1,100.00	Plus Metered Power
H West	Odd #'s	N/A	40 +	\$120.00	\$120.00	\$1,320.00	Plus Metered Power

**28.2 Transient Moorage Rates**

DOCK	DAILY RATE	WEEKLY RATE
B	N/A	N/A
E	\$10.00	\$20.00
H	\$20.00	\$40.00

**28.3 Cruise Ship Rates**

- a. Moorage \$ 100.00/day
- b. Garbage \$ 3.00/bag

**28.4 Dry Storage Rates**

- a. Moorage Customers \$ 30.00/month  
\$ 330.00/year
- b. Other Customers \$ 50.00/month  
\$ 550.00/year

**28.5 RV Park Rates**

- a. Tents \$ 20.00 [18.00]/night
- b. Full Utility Spaces (2 Units Max) \$ 34.00 [32.00]/night
- c. Extra Tents \$ 5.00/night
- d. Extra Vehicles \$ 5.00/night
- e. RV Dump \$ 5.00 [3.00]/each
- f. Weekly Winter Rate \$ 125.00 [108.00]/week
- g. Ice \$ 3.00/bag

The title of Resolution 22-2016 is amended to read:

**GENERAL FEE RESOLUTION #22-2016**  
**Amended by Resolutions 01-2017, 16-2017, 23-2017 and 18-2018**

Savings clause. Those sections of Resolution No. 22-2016 which are amended and added by this resolution shall remain in full force and effect to authorize the payment and collection of rates and charges incurred before the effective date of this resolution.

**PASSED** by the City Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of May, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

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



**RESOLUTION NO. 19-2018**

**GENERAL FEE RESOLUTION**

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

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

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

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

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

**IT IS HEREBY RESOLVED AS FOLLOWS:**

- (1) The following schedule shall be adopted as the Fee Schedule for the City of Umatilla beginning July 1, 2018 and continuing indefinitely unless amended or repealed.
- (2) All licenses, permits and charges for services of the City of Umatilla will be reviewed annually by January 31 of each year.
- (3) Resolution 22-2016 is hereby repealed.

**PASSED** by the Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of May, 2018.

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DAREN DUFLOTH, MAYOR

ATTEST:

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NANCI SANDOVAL, CITY RECORDER

**RESOLUTION #19-2018**

**FEE RESOLUTION**

**1. ABANDONED AND IMPOUNDED VEHICLE FEES (ORD. #584 & 615)**

1.1	Storage	\$ 30.00 per day
1.2	Impound for vehicles under City Code 6-2-10A	\$ 50.00
1.3	Hearing	\$ 20.00
1.4	Towing	\$ 100.00

**2. BUILDING**

2.1	For all building, mechanical, plumbing and electrical fees please refer to the City's Building Fee Schedule	
2.2	Moving Buildings Inspection (ORD. #485)	\$ 40.00
2.3	Excavation of public places (Ord. #423, S. 5 & 7) Application fee of \$1.00 per square foot. In no event to be less than \$15.00 plus penalty for excavating new surfaced streets surety bond and insurance.	\$ 15.00
2.4	Sign Permit	\$ 25.00
2.5	Fence Permit	\$ 25.00
2.6	Building department penalties will be assessed when work is initiated without necessary permits. The penalty shall not exceed the cost of the basic permit fee, excluding state surcharge.	

**3. BUSINESS**

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

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

**EXCEPTIONS:**

- a. No fee shall be required of one selling products of garden or orchard actually produced by seller.
- b. No fee shall be required of one soliciting any regularly and permanently established merchant of the City of Umatilla.

c. No fee shall be required of one selling goods or merchandise or performing services on a purely non-profit basis for charitable, educational or religious benefit, provided such facts are established by the applicant to the satisfaction of the City Recorder.

**4. CEMETERY (ORD. #260)**

4.1 Cemetery Plot	
a. Adult	\$ 150.00
b. Infant	\$ 40.00
c. Cremation	\$ 40.00
4.2 Opening and closing (except weekends & holidays)	\$ 290.00
Opening and closing for weekends & holidays	\$ 430.00
Opening and closing an existing plot (to add cremation)	\$ 50.00
4.3 Miscellaneous Work	
a. City Equipment	ODOT Equipment Rental Rates
b. Public Works crew (per hour per employee)	\$ 30.00
c. Clerical Fee for transfer of a deed, to buy back a plot or rewrite a lost deed (Proof of ownership required)	\$ 20.00

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

5.1 An accounting fee will be charged when the department bills the requester. For any transaction regarding record there will be a minimum charge of ...	\$ 2.50
5.2 Certification of copy. This is in addition to fee established in paragraph 6.1 and 6.6.	\$ 3.75
5.3 Computer processing charges will be:	
a. Actual executive department charge for the job	
b. Programmer/Analyst and secretarial support time	
c. Video terminal look up cost including staff time	\$ 1.00 per screen
d. Supplies at actual cost	
5.4 Copies of existing mailing lists may be provided at a fee of ten dollars per 100 names, with no additional charge for staff time.	\$ 10.00 per 100
5.5 Documents published by the City will be:	
a. Budget Document	\$ 10.00
b. Comprehensive Plan	\$ 20.00
c. Sign Code	\$ 5.00
d. Subdivision Code	\$ 5.00
e. Zoning Code	\$ 10.00
f. Public Works Standards	\$ 50.00
g. All other documents will have a fee established at the time of publication.	
5.6 Fees for copies of records (including staff time)	
a. Image for copies made on a standard office copy machine by the City administrative staff or police department staff	\$ .50 per copy
b. Color photographs	\$ 5.00 per print

c.	Print-outs or copies of utility histories	\$ 5.00 each
d.	Full Case Report Copy (text only)	\$ 8.00 each
e.	Incident Only Copy	\$ 4.00 first page + .50 each add'l page
5.7	Staff time required to locate, produce, summarize, and otherwise provide records for review and/or copying may be charged at the following rates in increments of 1/4 hours: (A fee may be charged even if a record is not located.)	
a.	Secretarial/Clerical	\$ 20.00 per hr. \$ 5.00 per qtr. hr.
b.	Professional/Technical	\$ 35.00 per hr. \$ 8.75 per qtr. hr.
c.	Police Research Fee	\$ 25.00 per hr. \$ 6.25 per qtr. hr.
5.8	Fees for use of facsimile machine (including staff time.)	
a.	First page	\$ 4.00
b.	Additional copies up to 10 pages	\$ 2.00 per page
c.	Over 10 pages	\$ 1.50 per page
d.	Receive	\$ 1.00 per page
5.9	Re-Billing Charge on Miscellaneous Statements	\$ 2.50
5.10	Fee for Public Notary Services	\$ 5.00 per document

**6. DEPOSITS AND SET-UP FEE FOR WATER/SEWER ACCOUNT (ORD. 534)**

All customers will pay a \$10.00 non-refundable set-up fee and a refundable deposit for water and sewer services as outlined below.

Residential Customers (including tenants of rental property)	\$100.00
Commercial and Industrial Customers	\$100.00

or an amount equal to two months average water and sewer bill, whichever is greater.

Landlords must pay the \$100.00 deposit the first time the utilities are placed in their name. In the event a tenant moves in, the landlord's deposit will remain on the account until the rental property is sold. The tenant must also pay a deposit which is separate from the landlord's deposit. This will be refunded after three years or when the tenant moves out, whichever is earlier. [Amended by Res. #01-2015]

All customers shall pay the deposit and set-up fee within three working days after starting service with the City, except for extenuating circumstances which will be reviewed by the City Administrator.

**7. DOG, LICENSING, CONTROL AND IMPOUNDING (ORD. #585)**

(Only dogs six months old or having permanent teeth must be licensed.  
Exempt: Verified Service Dogs.)

7.1	For each spayed female or neutered male	\$ 5.00
7.2	For each unspayed female or unneutered male	\$ 12.00
7.3	To redeem impounded dog	\$ 75.00

7.4 Unclaimed impounded dog may be released to responsible person upon payment of fees and costs accrued

8.	<b><u>FINGERPRINT CARDS</u></b>	\$ 15.00 per card
9.	<b><u>LIEN SEARCH OF CITY LIENS FOR NONOWNERS</u></b>	\$ 10.00 per lot
10.	<b><u>LIQUOR LICENSE PERMIT RECOMMENDATIONS</u></b> (Original Applications Only)	\$ 10.00
11.	<b><u>MAILING OR SHIPPING, actual cost will be charged</u></b>	
12.	<b><u>NSF CHECK CHARGE</u></b>	\$ 25.00
13.	<b><u>RV USE AS LIVING QUARTERS FEE</u></b>	
13.1	First 14 days	Free
13.2	Additional 14 day extension	\$ 10.00
13.3	Construction Site Use	Free
14.	<b><u>SEWER</u></b> (ord. 534 & 577)	
14.1	Single family dwelling unit	\$ 41.96
	a. Unoccupied Residence <i>[Amended by Res #15-2011]</i>	\$ 13.11
	b. Hardship Rate	\$ 37.77
14.2	Apartment/duplex unit without separate water meter	\$ 36.06
14.3	Commercial and Hotel/Motel	
	a. Minimum charge (1st 7,000 gallons)	\$ 41.96
	b. Successive units of 7,000 gallons each or 3,500 or more of such unit	\$ 41.96

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

Division A - Agriculture, Forestry, and Fishing  
Division B - Mining  
Division D - Manufacturing  
Division E - Transportation, Communication, Electric, Gas & Sanitary Services  
Division I - Services

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

Minimum charge (1st 7,000 gallons)	\$ 41.96
Successive units of 7,000 gallons each or 3,500 gallons or more of such unit	\$ 41.96

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

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

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

14.6 Enterprise zone discount. (Reserved)

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

- Year 1: rate less 15%
- Year 2: rate less 10%
- Year 3: rate less 5%

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

**15. SEWER, MISC, CHARGES (ORD. 534, amended by ORD. 560 & 577)**

15.1 Sewer hook-ons to City sewer (Ord. 534 & 560)

- a. Residential unit or its equivalent \$300.00
- b. Industrial units are subject to contract
- c. New Service Set-up Fee \$ 10.00

15.2 Public Works Crew Labor Charge \$ 30.00 per hour

15.3 City equipment ODOT Equipment  
Rental Rates

15.4 Sewer System Development Charges (SDC's)

<u>Meter Size</u>	<u>Reimbursement Fee</u>	<u>Improvement Fee</u>	<u>Total SDC</u>
5/8-3/4"	\$ 243	\$ 500	\$ 743
1"	\$ 323	\$ 665	\$ 988
1 1/2"	\$ 486	\$ 1,000	\$ 1,486
2"	\$ 648	\$ 1,333	\$ 1,981
3"	\$ 972	\$ 2,000	\$ 2,972
4"	\$ 1,296	\$ 2,667	\$ 3,963
6"	\$ 1,944	\$ 4,000	\$ 5,944
8"	\$ 2,592	\$ 5,333	\$ 7,925

16. **SOLID WASTE DISPOSAL** (ORD. #443)

16.1 Residential and commercial manually emptied containers	
a. Commercial	
35 Gallon cart served weekly	\$ 10.60 per month
90 Gallon cart served weekly	\$ 21.80 per month
b. Residential	
35 Gallon cart served weekly	\$ 10.60 per month
90 Gallon cart served weekly	\$ 17.85 per month
Senior Citizens on Limited Income	\$ 8.50 per month
c. Commercial loose solid waste	
1 ½ yard container one time per week	\$ 73.35 per month
Each additional weekly pickup	\$ 65.60 per month
2 yard container one time per week	\$ 95.35 per month
Each additional weekly pick-up	\$ 86.10 per month
d. Commercial compacted solid waste 1 ½ times loose container rate pick-up	
e. Cardboard recycling container	\$ 9.95 per month
16.2 Manually Emptied Containers at curb or roadside	
a. Extra charges per pick-up on route for solid waste not on regular basis	\$ 2.55 per month
b. Containers are priced at level full with lid closed and extra charges will be made for “over-the-top-bulk”	\$ 1.50 minimum
c. Minimum special pick-up charges to be arranged between customer and collector	

32 gallon maximum size not to exceed 60 pounds in weight when filled and 18 pounds when empty. Senior citizens requesting the reduced rate must make application to the City and meet the Oregon State Poverty income guidelines.

16.3 Drop box rate delivery fee	\$ 30.00 first box Drop box service within 7 day period
a. Drop boxes weighing up to 5 tons	\$ 53.20 haul fee plus \$ 6.00 per cu yd or \$ 66.20 per ton which ever is greater
b. Drop-boxes weighing 5 tons and greater	\$200.45 haul fee plus \$ 36.75 per ton
c. Demurrage charge per box after 7 <sup>th</sup> day	\$ 4.00 per day
16.4 Compacted drop-boxes weighing up to 5 tons	
a. compactor on call	\$ 70.25 per hour haul fee plus 6.00 per compacted cubic yard or 66.20 per ton

- b. Compacted drop-boxes weighing 5 tons  
 Compactor on call
- whichever is greater  
 \$217.50 haul fee plus  
 \$ 36.75 per ton

16.5 Transfer station permit for yard trimmings: Residential refuse customers whose bills are current may, by securing a permit from City Hall, take yard trimmings to the transfer station, and deposit them in a place designated by the attendant free of charge. All other items so taken will be charged at the regular transfer station rate.

Sanitary Disposal, Inc. and Desert Winds, Inc. are to submit annual reviewed comparative financial statements by no later than April 1, 1995 and every year thereafter. The annual reviewed comparative financial statements and rates will be reviewed by the City Council on an annual basis.

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

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

<u>METER SIZE</u>	<u>BASE RATE</u>
¾" & Smaller	\$14.77
1"	\$17.32
1 ½"	\$22.90
2"	\$28.98
3"	\$42.03
4"	\$57.71
6"	\$57.71

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

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

<u>METER SIZE</u>	<u>BASE RATE</u>
¾" & Smaller	\$ 55.61
1"	\$ 79.23
1 ½"	\$131.15
2"	\$187.83
3"	\$305.89
4"	\$454.66
6"	\$454.66

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

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

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

- e. Hardship rate (¾" meter only) \$ 11.09 Base rate

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



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

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

**18. WATER, MISC. CHARGES**

18.1 Miscellaneous charges

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

18.2 Fire flow protection

- a. Monthly charge to provide service \$ 9.00
- b. Application Charge \$ 5.00
- c. Deposit on Account. Exempt: Established accounts with good payment history \$ 50.00
- d. Inspection Service Actual cost

18.3 Water system Development Charges (SDC's)

<u>Meter Size</u>	<u>Reimbursement Fee</u>	<u>Improvement Fee</u>	<u>Total SDC</u>
5/8-3/4"	\$ 529	\$ 500	\$ 1,029
1"	\$ 704	\$ 665	\$ 1,369
1 1/2"	\$ 1,058	\$ 1,000	\$ 2,058
2"	\$ 1,411	\$ 1,333	\$ 2,744
3"	\$ 2,116	\$ 2,000	\$ 4,116
4"	\$ 2,821	\$ 2,667	\$ 5,488
6"	\$ 4,232	\$ 4,000	\$ 8,232
8"	\$ 5,643	\$ 5,333	\$ 10,976

**19. SOCIAL GAMBLING LICENSE FEE**

19.1 License fee \$300.00 annually

- a. All licensees shall obey the regulations of Ordinance #551 of the City of Umatilla.
- b. All premises where social gambling is conducted shall have "house" rules.
- c. All "house" rules and the license must be posted in a conspicuous place where the social gambling is conducted and must be plainly visible.
- d. All "house" rules must be approved by the City before a license will be issued.

**20. LAND USE APPLICATIONS**

20.1 Non-Refundable filing fee for land use applications plus actual costs for planner attorney and/or engineer, over costs covered by basic fee.

- a. Administrative Review \$ 100.00
- b. Variance \$ 500.00
- c. Partitions \$ 300.00
- d. Planned Unit Development or Subdivision \$ 800.00
- e. Lot Line Adjustment \$ 150.00
- f. Conditional use \$ 500.00
- g. Site Plan Review \$ 250.00
- h. Zone Change \$ 500.00
- i. Comprehensive Plan Amendment
  - (1) Plan Amendment Map – No Exception \$ 800.00
  - (2) Plan Amendment Map – Includes Exception \$ 1,000.00
  - (3) Plan Amendment Text \$ 800.00
- j. Vacation \$ 500.00

k. Annexation	\$ 500.00
l. Amendment to Urban Growth Boundary	\$ 500.00
m. Replat	\$ 500.00
n. Address Assignment	\$ 25.00
o. Pre-application Conference (applied to application)	\$ 50.00
p. Miscellaneous planner time/research per hour	\$ 75.00
q. Land Use Compatibility Statement	\$ 25.00
r. Grading & Excavation Permit	\$ 100.00
s. Zoning Review for Building Permit	\$ 25.00
t. Zoning Permit	\$ 100.00
u. Custom GIS Mapping	\$ 75.00/hr prorated quarterly \$ 15.00 minimum

20.2 Appeals to City Council

a. Filing fee plus actual costs for materials, consultants, publications and other related costs	
(1) Appeal of Planning Commission or City Council Decision	\$400.00
(2) Appeal of Administration Decision	\$250.00
b. Preparation of transcripts; actual cost not to exceed (If appellant prevails at a hearing or an appeal, the transcript fee shall be refunded)	\$250.00

20.3 Review of Plans on commercial properties	\$100.00
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21. **SECURITY ALARMS** - Ord. 593

21.1 Alarm Permit Fee	
a. Homeowners (one-time fee)	\$ 5.00
b. Business charge included with business license	
21.2 Excessive False Alarms: To be compounded by the number of responses	
a. Fourth False Alarm Response	\$ 50.00
b. Fifth False Alarm Response	\$100.00
c. Sixth False Alarm Response	\$150.00
d. Seventh False Alarm Response	\$200.00
e. Eighth False Alarm Response	\$250.00
f. Ninth False Alarm Response	\$300.00
g. Ten or more responses - Ref. Ordinance #593	

**22. MARRIAGE CEREMONY AND WITNESS FEES**

22.1	Marriage Ceremonies	\$ 50.00
22.2	Witness Fee - one fee per requested witness	\$ 10.00
22.3	Marriage license processing fee	\$ 20.00
22.4	Mileage for ceremonies performed over 20 miles from City Hall	IRS Mileage Rate

**23. LIBRARY**

23.1	Past due book charges	\$ .20 per day per item up to the price of book
23.2	Past due movie return charge	\$ .50 per day per item up to the price of the movie

**24. NUISANCE ABATEMENT**

24.1	City Equipment	ODOT Equipment Rental Rates
24.2	Public Works Crew Labor charge	\$ 40.00/hr
24.3	Any other expenses incurred	Actual Cost
24.4	Administrative Costs	10% of total expenses Incurred but not less than \$100.00

**25. BUILDING USE CHARGES**

25.1	Meeting Room Rental Rate	
	a. Locally Supported Groups (City of Umatilla, Justice Court & Political Government Groups, Schools, Districts Scouts, VFW, Lions, Chamber of Commerce, PTO/PTA, Friends of the Library,)	No charge
	b. Non-Locally Supported Groups (ODOT, Sheriff's Dept. Red Cross. Etc.)	No Charge
	c. Businesses (Realtors, and all Commercial & Industrial Businesses. Etc.)	\$ 25.00 per hour
25.2	Community Room	
	a. Locally Supported Groups (City of Umatilla, Justice Court & Political Government Groups, Schools, Districts Scouts, VFW, Lions, Chamber of Commerce, PTO/PTA, Friends of the Library,)	No charge
	b. Non-Locally Supported Groups (ODOT, Sheriff's Dept. Red Cross. Etc.)	No Charge

- c. Businesses (Realtors, and all Commercial & Industrial Businesses. Etc.) \$ 25.00 per hour  
\$250.00 per day
- d. Special Occasions (weddings, birthdays, receptions, anniversaries, memorial services, reunions, graduation parties, & for-profit fundraisers - 2 hour minimum) \$ 25.00 per hour  
\$250.00 per day

Payments are to be made at the time of scheduling. 50% is non-refundable for cancellations.

25.3 Deposits

- a. Key Deposits \$ 50.00
- b. Cleaning Deposit
  - 1. Meeting Room \$ 10.00
  - 2. Community Room \$ 50.00

A deposit shall be required of all users checking out a key to the Center. Deposits shall be refunded upon return of the key to City Hall. Groups holding regularly scheduled meetings at the Center may leave a deposit "on file".

All users of the Center shall pay a deposit and provide clean up. The deposit will be returned after areas used have been inspected and approved. Any group or individual using the building will be responsible for leaving it in good order (per checklist provided). Failure to do so will forfeit the deposit. Deposits will only be refunded during regular business hours of Umatilla City Hall.

26. **FACILITY USE CHARGES**

- 26.1 City Facility Use Permit Fee \$ 25.00

27. **MARINA AND RV PARK** (Amended by Res #22-2016)

27.1 Moorage Rates (Pay for 11 months in full, get the 12<sup>th</sup> month free)

DOCK	SLIPS	HEIGHT	MAX LENGTH	DEPOSIT	MONTHLY RATE	YEARLY RATE	COMMENTS
B		14	30	\$110.00	\$110.00	\$1,210.00	Plus Metered Power
B	15,16,21,22,27,28	14	30	\$100.00	\$100.00	\$1,100.00	Plus Metered Power
B		20	45	\$160.00	\$160.00	\$1,760.00	Plus Metered Power
B		20	50	\$180.00	\$180.00	\$1,980.00	Plus Metered Power
E		8.5	27	\$ 75.00	\$ 75.00	\$ 825.00	
H East	Even #'s	N/A	To 40	\$100.00	\$100.00	\$1,100.00	Plus Metered Power
H West	Odd #'s	N/A	40 +	\$120.00	\$120.00	\$1,320.00	Plus Metered Power

27.2 Transient Moorage Rates

DOCK	DAILY RATE	WEEKLY RATE
B	N/A	N/A
E	\$10.00	\$20.00
H	\$20.00	\$40.00

27.3	Cruise Ship Rates	
	a. Moorage	\$ 100.00/day
	b. Garbage	\$ 3.00/bag
27.4	Dry Storage Rates (Amended by Res #01-2017)	
	a. Moorage Customers	\$ 30.00/month
		\$ 330.00/year
	b. Other Customers	\$ 50.00/month
		\$ 550.00/year
27.5	RV Park Rates (Amended by Res #01-2017)	
	a. Tents	\$ 20.00/night
	b. Full Utility Spaces (2 Units Max)	\$ 34.00/night
	c. Extra Tents	\$ 5.00/night
	d. Extra Vehicles	\$ 5.00/night
	e. RV Dump	\$ 5.00/each
	f. Weekly Winter Rate	\$ 125.00/week
	g. Ice	\$ 3.00/bag

**28. MISCELLANEOUS PUBLIC WORKS FEES**

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

**RESOLUTION NO. 20-2018**

**A RESOLUTION AMENDING THE COMPENSATION PLAN  
FOR FISCAL YEAR 2018-2019  
AND REPEALING PAY PLAN AND POSITION LEVELS OF  
RESOLUTION NO. 15-2017**

**WHEREAS**, it is the intention of the City Council to review the employees' compensation on an annual basis; and

**WHEREAS**, the pay scale was last reviewed and amended on February 7, 2017 when a the creation of a Community Development Director and Accounting/Administrative Assistant were approved for the fiscal year 2017-2018 beginning July 1, 2017; and

**WHEREAS**, the Accounting/Administrative job description has been amended and renamed Community Development Coordinator to more accurately reflect job duties; and

**WHEREAS**, the last cost of living increase of 3% was approved on March 4, 2014; and

**WHEREAS**, this compensation plan includes a 2% cost of living adjustment for the fiscal year 2018-2019;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Umatilla, Oregon, that the pay plan adopted by Resolution 15-2017 and accompanying "position levels" of Resolution 15-2017 be repealed and superseded as follows:

Section 1: Schedule A attached sets forth the basic salary grade levels and increment steps for City of Umatilla employees, **EXCEPT** Police Bargaining Unit positions, to provide equitable pay for employees for fiscal year 2018-2019.

Section 2: Schedule B sets forth respective position titles which shall be assigned to the salary grade levels.

Section 3: Schedule C annualizes the pay schedule as required by our existing payroll program.

Section 4: This Resolution shall be effective, July 1, 2018.

**PASSED** by the Council and Signed by the Mayor this 1<sup>st</sup> day of May, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

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

**SCHEDULE A (Monthly)  
Resolution #20-2018**

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A	\$2,451	\$2,554	\$2,656	\$2,759	\$2,861	\$2,964	\$3,066	\$3,169
B	\$2,965	\$3,084	\$3,210	\$3,332	\$3,455	\$3,577	\$3,700	\$3,827
C	\$3,257	\$3,401	\$3,545	\$3,688	\$3,832	\$3,976	\$4,123	\$4,264
D	\$3,463	\$3,612	\$3,761	\$3,910	\$4,059	\$4,208	\$4,356	\$4,511
E	\$4,134	\$4,298	\$4,463	\$4,627	\$4,791	\$4,955	\$5,119	\$5,289
F	\$5,305	\$5,428	\$5,551	\$5,674	\$5,798	\$5,921	\$6,044	\$6,167
G	\$6,003	\$6,122	\$6,242	\$6,362	\$6,482	\$6,601	\$6,722	\$6,841
H	\$6,131	\$6,284	\$6,437	\$6,590	\$6,743	\$6,896	\$7,049	\$7,362
I	\$7,499	\$7,678	\$7,856	\$8,035	\$8,213	\$8,392	\$8,570	\$8,749
J	\$8,009	\$8,188	\$8,366	\$8,545	\$8,723	\$8,902	\$9,080	\$9,259

SEASONAL PART-TIME AND TEMPORARY POSITIONS	\$9.50 TO \$25.00/HR
ON CALL PAY	\$225/WEEKEND
BILINGUAL PAY INCENTIVE	\$75/PAY PERIOD

**SCHEDULE B  
POSITIONS GROUPED BY SALARY GRADE LEVEL**

A	Library Aide
B	Office Clerk
C	Wastewater Op I, Maint Worker I, Utility Clerk
D	Library Director, Court Clerk/Judge
E	WW Lead Op; Street Maint Lead; Water Maint Lead; WW Collections Lead; Community Development Coordinator
F	City Recorder, Planner
G	Police Sergeant, WW Plant Supervisor
H	Police Lieutenant, Public Works Operations Manager
I	Finance Director, Police Chief, Public Works Director, Community Development Director
J	Deputy City Manger

**SCHEDULE C (Annual)**

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A	\$29,413	\$30,649	\$31,873	\$33,109	\$34,333	\$35,569	\$36,793	\$38,030
B	\$35,582	\$37,014	\$38,519	\$39,988	\$41,457	\$42,926	\$44,394	\$45,924
C	\$39,082	\$40,808	\$42,534	\$44,260	\$45,986	\$47,712	\$49,474	\$51,163
D	\$41,555	\$43,342	\$45,129	\$46,916	\$48,703	\$50,490	\$52,277	\$54,138
E	\$49,609	\$51,579	\$53,550	\$55,521	\$57,491	\$59,462	\$61,433	\$63,464
F	\$63,660	\$65,141	\$66,610	\$68,091	\$69,572	\$71,053	\$72,522	\$74,003
G	\$72,032	\$73,464	\$74,909	\$76,341	\$77,785	\$79,217	\$80,662	\$82,094
H	\$73,575	\$75,411	\$77,247	\$79,083	\$80,919	\$82,755	\$84,591	\$88,348
I	\$89,988	\$92,130	\$94,272	\$96,414	\$98,556	\$100,698	\$102,840	\$104,982
J	\$96,108	\$98,250	\$100,392	\$102,534	\$104,676	\$106,818	\$108,960	\$111,102



**RESOLUTION NO. 21-2018**

**A RESOLUTION AUTHORIZING CITY MANAGER RUSSELL W. PELLEBERG TO SIGN THE BARGAINING AGREEMENT BETWEEN THE CITY OF UMATILLA AND THE UMATILLA PUBLIC SAFETY ASSOCIATION**

**WHEREAS**, representatives of the City of Umatilla and the Umatilla Public Safety Association have met in good faith and negotiated a labor agreement between both parties, effective July 1, 2018 – June 30, 2021; and

**WHEREAS**, the City wishes to enter into a bargaining agreement with the Umatilla Public Safety Association; and

**WHEREAS**, the City finds that the best interest of the City are served by executing the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Umatilla as follows:

Section 1: The City authorizes the City Manager, Russell W. Pelleberg, to sign this document on behalf of the City of Umatilla.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2018, expiring June 30, 2021.

**PASSED** by the Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of May, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

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

**BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF UMATILLA**

**AND**

**UMATILLA PUBLIC SAFETY ASSOCIATION**

**July 1, 2018 - June 30, 2021**

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## **ARTICLE 1 – RECOGNITION**

**Section 1.** The City recognizes the City of Umatilla Public Safety Association (herein referred to as Association) as the exclusive bargaining agent for all Police Officers, Administrative-Dispatchers and Planning and Code Specialist working part-time or more; (part-time defined as an employee who works at least twenty [20] hours per week) excluding supervisors and confidential employees which include the Police Chief, Operations Lieutenant, Patrol Sergeant and temporary employees (temporary defined as an employee who is employed a maximum of one hundred and twenty [120] days).

**Section 2.** The City shall not enter into any agreements regarding employment relations with any other organization or individual claiming to represent any group of employees in the bargaining unit nor engage in any conduct which would recognize anyone other than the Association as a representative of employees in the unit, unless specifically authorized to do so by the Association.

## **ARTICLE 2 – ASSOCIATION RIGHTS**

**Section 1.** Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

**Section 2.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without illegal discrimination as to age, marital status, race, color, sex, sexual orientation, creed, disability, religion, national origin, Association affiliation or political affiliation. The Association shall share equally with the City the responsibility for applying the provisions of this Agreement.

**Section 3. Notification of Association Coverage.** When a person is hired in any classification represented by the Association, the City shall notify him/her that the Association is the recognized bargaining representative.

**Section 4. Fair Share.**

(a) All employees covered by the terms and conditions of this Agreement shall become members of the Association or shall make payments in lieu of dues (fair share payments) to the Association. The Employer shall notify all newly hired employees of this requirement at the time of employment.

(b) Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or a religious body of which such employee is a member, shall pay an amount of money equivalent to fair share assessments to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the Employer within fifteen [15] calendar days of the time dues or fair share payments would have been taken out of the employee's paycheck. The Employer shall, within fifteen [15] calendar days of its receipt, send a copy of such certification to the Association. If an employee fails to provide certification to the Employer by the fifteenth [15<sup>th</sup>] day, the employer shall resume dues or fair share deduction until such notice is provided.

**Section 5. Dues Deductions.** Upon written consent of an employee within the bargaining unit, the City will begin deducting Association dues or other deductions for the next pay period and will continue to make the regular deduction until such time as the Association notifies the city in writing that the employee has withdrawn his/her membership. The aggregate deductions of all employees shall be remitted together with an itemized statement, which shall include the following information on each bargaining unit employee each month in electronic form when the City has the appropriate technology. Name, amount deducted, SSN, designation (i.e., member, fair share or religious objection), classification, job category, (e.g., full-time or part-time) base pay, work location, work phone and hire date,

to the Association no later than the tenth [10<sup>th</sup>] of the month following the month for which the deductions were withheld.

**Section 6. Leaves of Absence.** Upon returning from leaves of absence, the City shall reinstate the payroll deduction of Association dues for those workers who were on dues check-off immediately prior to taking leave.

**Section 7.** Members of the bargaining unit elected to serve as authorized representatives of the Association, shall be expected to perform their duties as a representative of the Association on their own time, except as provided in the grievance procedure.

**Section 8. Association Stewards.** The Association shall notify the City in writing of the names of Association Stewards and Representatives. Stewards and/or Representatives may process grievances and have access to the premises during regular business hours as long as the City's operations are not unduly interrupted.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

**Section 1.** The parties agree that the City retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon statute, and the City retains all prerogatives, functions and rights not limited by the terms of this Agreement.

**Section 2.** It is recognized that the city has and will continue to retain the exclusive right and responsibility to operate and manage the Police Department, its facilities, properties and the activities of its employees in accordance with such policy or procedure for which members and the Association have received proper notice. When the Personnel Policy is reviewed and amended, a member of the bargaining unit will be made part of the body conducting this review.

**Section 3.** Without limiting the generality of the foregoing, it is expressly recognized that the City's operational and managerial responsibility include:

(a) The right to determine location of the police stations and other facilities of the Department, including the right to establish new facilities and to relocate or close old facilities.

(b) The determination of the financial policies of the Department including the general accounting procedures, inventory of supplies, equipment procedures and public relations.

(c) The determination of the management, supervisory and administrative organization of the Department and the selection of employees for promotion to supervisory, management or administrative positions.

(d) The maintenance of discipline and control and use of property and facilities.

(e) The determination of safety, health and property protection measures where legal responsibility of the City or other governmental unit is involved.

(f) The right to enforce the rules and regulations now in effect and to establish new rules and regulations following proper notice to the Association.

(g) The direction and arrangement of all the working forces in the system, including the right to hire or transfer employees and suspend, discharge and discipline employees for just cause.

(h) The right to relieve employees from duty with just cause.

(i) The creation, combination, modification or elimination of any position.

(j) The determination of the size of the working force, the allocation and assignment of work to employees, the determination of the policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance.

(k) The determination of the layout and the equipment to be used and the right to plan, direct and control Department activities.

Nothing in this agreement shall limit the City's contracting or subcontracting of work or shall require the City to continue in existence any of its present operations in its present form/location and/or any other basis.

**Section 4.** The foregoing enumerations of the functions of the City shall not be considered to exclude other functions of the Employer. Unless specifically set forth in this Agreement, the City retains all functions and rights to act not specifically nullified by the Agreement.

#### **ARTICLE 4. – SICK LEAVE**

**Section 1.** All employees accrue sick leave benefits as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate that provides two (2) weeks and two (2) days of sick leave per year. Actual monthly accrual rates will be adjusted to accommodate eight (8)-hour shifts and ten (10)-hour shifts. Accrual shall begin on the employee's date of employment. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. Part-time employees who work at least twenty [20] hours per week shall accrue sick leave on a prorated basis. Unused sick leave shall be unlimited.

**Section 2.** An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental or medical appointment, exposure to a contagious disease, or illness or injury to an immediate family member where such illness or injury requires the presence of the employee.

**Section 3.** Immediate family shall be the employee's spouse, children, or the brother, sister, father, mother or grandparents of the employee or the employee's spouse.

**Section 4.** The City Administrator or Chief of Police may require certification of an attending physician or practitioner to substantiate that an illness or injury prevents the employee from working or that the employee is released to return to work. Any charge for the certification will be paid by the City.



**Section 5.** Approved absence from work to attend funerals for any other persons other than the immediate family will be charged to vacation leave, sick leave or leave without pay.

**Section 6.** Upon retirement, all employees will be compensated for accumulated, unused sick leave in the form of increased retirement benefits as allowed under provisions of the Oregon Public Employees Retirement System, ORS 238.350.

**Section 7.** Sick leave shall not accrue during any period of leave of absence without pay. Compensation for accrued sick leave shall be allowed for any employee when the employee is separated from City service. Sick leave will be compensated based upon current pay on date of separation. The employee will be paid the dollar amount resulting (less withholding) not to exceed the ten [10] working days' pay as computed based on the employee's current salary rate. This amount will be reduced on a day-for-day basis by sick leave taken during the immediate past six [6] months.

**Section 8.** Employees who do not use any of their accrued sick leave from July 1 to June 30 of each year of the contract shall receive one [1] extra day off per contract year. Such day off shall be taken on a mutually acceptable day, but within thirty [30] days of the day requested by the employee.

## **ARTICLE 5 – VACATIONS**

**Section 1. Vacation Leave for Full-time Permanent Employees.** After having served in the City service for six [6] full calendar months, full-time employees shall be credited with 48 hours of vacation leave thereafter vacation leave shall accrue as follows:

<u>Years of Service</u>	<u>Hours Per Year</u>
After 1 year	80 hours
After 3 years	120 hours
After 5 years	140 hours
After 10 years	160 hours

**Section 2.** Compensation for use of accrued vacation shall be at the employee's prevailing straight-time rate of pay.

**Section 3.** In the event of termination, any unused vacation shall be paid to the employee. Probationary employees who terminate for any reason shall not be entitled to payment of accrued vacation leave.

**Section 4.** In the event of an employee's death, except probationary employees, all monies due the employee for accumulated vacation and salary shall be paid as provided by law.

**Section 5.** An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

**Section 6.** Service with a jury shall be considered time worked provided that the person is not on a leave of absence.

**Section 7.** If an employee has a break in service and that break does not exceed six [6] months, the employee shall be given credit for the time prior to the break in service.

**Section 8.** Time spent in actual City service or on leave for military, educational or job-incurred disability leave without pay shall be considered as time in the City service in determining length of service for vacation accrual rate.

**Section 9.** Vacation hours may accumulate to a maximum of two hundred fifty [250] hours.

**Section 10.** Employees who work at least twenty [20] hours per week shall accrue vacation leave on a prorated basis.

**Section 11.** No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

(a) That employees shall have their vacation time paid in full when they are terminated or laid off or when granted a military or educational leave. Under leaves of absence without pay of not more than ninety [90] days, employees shall have the option of leaving their vacation time on the books.

(b) Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per existing federal and state law.

(c) To avoid losing vacation, the employee must request vacation leave, or when such leave is impossible, a cash payment of not more than forty [40] hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of two hundred fifty [250] hours within thirty [30] days prior to the date the vacation leave would reach two hundred fifty [250] hours.

**Section 12. Vacation Scheduling.** The Department shall provide a sign-up period for vacation in each year prior to January 1. Subject to the operating requirements of the unit, an employee shall have first choice of vacation. If two [2] or more employees in the same first line supervisory work unit request the same periods of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service with the City shall be granted the time off once a year. After January 1, any employee who first requests to schedule a vacation date not in conflict with a previously scheduled vacation shall be granted the time subject to the operating requirements of the unit.

**Section 13.** Vacations that have been scheduled and approved may not be cancelled by the City except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee, and the vacation is cancelled by the City, the city shall pay the unrecoverable deposits. The City may require proof of unrecoverable deposits.

**Section 14.** For purposes of the Article, “service” with the City is defined as service without a break due to resignation or termination.

## **ARTICLE 6 – OTHER LEAVES**

Other legally required leaves will be granted in conformance with current state and federal law.

**Compassionate Leave.** In the event of a death in the employee's immediate family, an employee, upon request, shall be granted a leave of absence with pay not to exceed five (5) working days.

**Military Leave.** In compliance with federal and state law, employees who absent themselves from work for a period of active service with the National Guard or a reserve component of armed forces of the United States or active duty in the United States armed forces shall be granted leave of absence without loss of current seniority, position or rank in the Department.

## **ARTICLE 7 – HEALTH AND ACCIDENT INSURANCE**

**Section 1.** Effective July 1, 2018 through June 30, 2021, the City shall provide group health, group dental, group vision and group prescription drug plans to employees who work on a permanent basis for twenty [20] or more hours per week. The City agrees to pay one hundred percent [100%] of the cost of the premium of employee plus [+] one on the plan established by the City and pay sixty percent [60%] of the premium above this cost for all other bargaining unit employees. The remaining forty percent [40%] of the cost above this amount shall be picked up by the employee.

If the current plan is no longer available, or before any changes to a different insurance provider or plan are made, the City agrees that an employee committee (to include at least one member of the bargaining unit) shall be formed to research new provider and/or plan options that would be voted on by all City employees eligible for health insurance.

On the job injuries – the City shall continue to pick-up the cost of the group health, group dental, group vision and group prescription drug plan in accordance with the contract terms

and the employees selected plan and continue to pay the PERS contribution for any officer who is injured while on duty for a period of one [1] year.

The City will make available a Section 125 plan for the employee's portion of the insurance premium. The City shall also provide \$20,000 of life insurance, double indemnity for accidents, to employees who work on a permanent basis for more than twenty [20] hours per week.

**Section 2. Voluntary Employees' Beneficiary Association (VEBA)**

The City will contribute a set dollar amount into a VEBA account on behalf of the employee, on an annual basis (January). The amount of the contribution is based upon the employee's enrollment status in the City of Umatilla's medical benefits program as of January 1<sup>st</sup>.

The dollar amount of the employee's contribution is subject to the number of dependents they cover in the City of Umatilla's medical benefits plan: employee only (\$400), employee +1 (\$800), or employee +2 or more (\$1200).

The employee must be enrolled in the City of Umatilla's medical benefits program in order to qualify for a VEBA contribution.

New-hires may receive a pro-rated VEBA Contribution as follows:

Employment date between January 1 <sup>st</sup> and March 31 <sup>st</sup>	75%
Employment date between April 1 <sup>st</sup> and June 30 <sup>th</sup>	50%
Employment date between July 1 <sup>st</sup> and September 30 <sup>th</sup>	25%
Employment date between October 1 <sup>st</sup> and December 31 <sup>st</sup>	0%

The New Hire pro-rated contribution will be made within 30 days of becoming covered in the plan.

Current employees, covered under another health plan at the time of open enrollment, who lose their coverage due to a qualifying event (as defined by the IRS—divorce, job loss, reduced hours, etc.) and who enroll in the City of Umatilla's medical plan within 31 days of losing that coverage, may be eligible for a pro-rated VEBA contribution. The pro-rated amount will be based upon the date of enrollment into the City of Umatilla's plan:

Enrollment date between January 1 <sup>st</sup> and March 31 <sup>st</sup>	75%
Enrollment date between April 1 <sup>st</sup> and June 30 <sup>th</sup>	50%
Employment date between July 1 <sup>st</sup> and September 30 <sup>th</sup>	25%
Employment date between October 1 <sup>st</sup> and December 31 <sup>st</sup>	0%

The Qualifying Event pro-rated contribution will be made within 30 days of becoming covered in the plan.

**Section 3. Long Term Disability.** The City will provide Long Term Disability coverage for the employee. The City agrees to pay one hundred percent [100%] of the cost of the premium of employee.

**Section 4. Life Flight Coverage.** The City will provide annual membership to the LifeFlight Network.

## **ARTICLE 8 – RETIREMENT**

**Section 1.** The City shall continue to provide the present employee retirement plan provided through the Oregon Public Employees Retirement System.

**Section 2.** The City will “pick-up” the employee’s contribution to the Public Employees Retirement Fund upon completion of six [6] full months of service. The full amount of required employee contributions “picked-up” or paid by the City on behalf of employees pursuant to this Agreement shall be considered as “salary” within the meaning of ORS 238.005(20) for the purposes of computing an employee member’s “final average salary” within the meaning of ORS 238.005(8) but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such “pick-ups” or paid employee contributions shall be credited to the employee amount pursuant to ORS 238.005 to 238.715.

## **ARTICLE 9 – ASSOCIATION/MANAGEMENT COOPERATION**

**Section 1.** The Association recognizes that employment at a fair wage can continue only as long as a high level of productivity is maintained. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Association undertakes to encourage its members in the attainment of this objective.

**Section 2.** The Association agrees to cooperate with the City in an effort to minimize practices which result in a loss of efficiency and needless expense. Specifically, the cooperation will include elimination of waste of time, waste of materials, conservation of equipment and reduction of absenteeism.

## **ARTICLE 10 – INDEMNIFICATION AGAINST LIABILITY**

The City shall provide liability insurance, providing protection for possible claims arising out of acts committed by the employees acting within the scope of their employment or duties, whether arising out of a governmental or proprietary function or while operating a motor vehicle in a ride-sharing arrangement. Such insurance shall cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, except in cases of malfeasance in officer or willful or wanton neglect of duty.

## **ARTICLE 11 – SENIORITY**

**Section 1.** Seniority as used in this Agreement is determined by the length of an employee's continuous service with the Police Department, since the employee's first date of hire as a full time employee, regardless of changes in the classification. Employees with the same date of hire shall have their seniority determined by random lot.

**Section 2. Part-time Computation.** All part-time service shall be credited on a prorated basis.

## **ARTICLE 12 – PERSONNEL RECORDS**

**Section 1.** Each employee shall have the right to review the contents of his/her own personnel file. At the employee's option he/she may request to be accompanied by an Association representative of his/her choosing.

**Section 2.** Access to a staff member's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place material therein, and such clerical personnel whose duty it is to maintain personnel files.

**Section 3.** Material, which in any form can be derogatory towards the employee, shall not be placed in an employee's personnel file that does not bear either the signature of the employee indicating that the employee has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request. An employee's personnel records shall be available to him/her, or the employee designated representative for inspection upon request.

**Section 4.** Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall be removed from the personnel file and destroyed no later than three [3] years after they have been placed in the employee's personnel file if no further similar misconduct has taken place. However, documentation of protected class harassment or excessive use of force shall be removed as indicated above but shall not be destroyed. Such documentation shall be retained in a separate confidential file with the City Administrator and may be used only to defend against legal action brought against the City or to support the City's dismissal of an employee if challenged through arbitration.

**Section 5.** Material placed in the personnel record of an employee without conforming with the provisions of this article shall not be permitted to be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the explicit consent and request authorized within the City or by order of competent court.

## **ARTICLE 13 – GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.** The purpose of the grievance procedure shall be to settle differences between the City and employees as quickly as possible to ensure efficiency and to promote employee's morale. A grievance means an alleged violation of a specific term of this Agreement and will be resolved in the following manner:



**Step 1.** In cases involving a complaint by an employee or employees, the representative of the Association or the aggrieved employee or employees with or without the presence of the representative of the Association, shall present the complaint in writing, within ten [10] working days after it arises, to the immediate supervisor.

**Step 2.** If the complaint, having been presented to the immediate supervisor, is not satisfactorily resolved within ten [10] working days thereafter, the representative of the Association or the aggrieved employee or employees may file it as a grievance, in writing, to the Police Chief/City Administrator.

With respect to any complaint submitted to the Police Chief/City Administrator by the representative of the Association in compliance with Step 2, the parties shall make earnest effort to reach an early agreement and shall be permitted to have present at their joint discussions of the matter any person or persons which either of them consider essential to satisfactory settlement. This procedure shall commence within ten [10] working days. If the parties do not meet within this time, either party may proceed to Step 3.

**Step 3.** If no agreement is reached at Step 2 and upon request of either party the unresolved issue will be submitted for binding arbitration. The parties will select an arbitrator to whom the issue shall be submitted for decision, either by mutual agreement or from a list obtained from State Mediation and Conciliation Service within ten [10] days of receipt of such list.

Any of the time limitations specified in the above prescribed procedure may be extended by mutual consent of the parties. In the absence of such mutual consent, noncompliance with any of the time limitations shall constitute waiver of the grievance.

**Section 2.** Meetings arranged by the parties hereto for the purpose of processing grievances or dealing with other matters relative to the administration of the Agreement shall not result in a loss of pay for employees who attend such meetings while on duty.

**Section 3.**

(a) An arbitrator shall not change, modify or add to the provisions of the Agreement in any way and shall act only on the contractual obligations contained in this Agreement.

(b) An arbitrator's decision shall be final and binding on all parties to the complaint or grievance.

(c) The fees and expenses of the arbitrator shall be shared equally by the City and the Association. All other expenses shall be paid by the incurring party.

## **ARTICLE 14 – UNIFORMS**

**Section 1.** Uniforms required to be worn by employees in the Police Department shall be furnished by the City.

**Section 2.** No employee shall be required to wear any part of a uniform that is deteriorated or has been mended in a manner that is obvious to the public eye.

**Section 3.** When first employed by the City, employees shall be issued three [3] uniforms altered to fit, if necessary, as required by the City.

**Section 4.** The City will reimburse employees for amounts up to three hundred dollars (\$300) per fiscal year for the purchase of uniforms, including suitable shoes or boots or other tools of the trade as approved by the Chief of Police. Such reimbursement shall be made after presentation of receipts, which may be verified by the City.

## **ARTICLE 15 – MILEAGE AND LODGING**

**Section 1.** When employees use a personal vehicle in the performance of official duties, they shall be compensated at the rate of the current IRS mileage rate for business travel.

**Section 2.** When an employee is on authorized City duty, the City shall pay for meals and lodging when authorized by the Chief of Police not to exceed the amount of per diem all other City employees receive as set forth in the then-current City Employee Handbook or equivalent.

**Section 3.** Employees will furnish receipts for lodging and meal expenses upon request.

## **ARTICLE 16 – WAGES AND SALARIES**

**Section 1.** Effective July 1, 2018, the wages will be in accordance with the attached Salary Schedule (Attachment 1).

**Section 2.** If the City creates a new position, which falls within the scope of the bargaining unit, the parties agree to enter into wage negotiations for the purpose of establishing a rate of pay.

**Section 3.** According to the Salary Schedule, on his/her anniversary date, an employee shall be given a step increase of his/her base salary up to the top of the range. For purposes of this Agreement, an employee's anniversary date shall be the employee's first date of hire.

**Section 4. Incentive pay.** For any employee covered under this Agreement, incentive pay shall be paid by the City as follows:

Intermediate DPSST certification or an AA/AS Degree	\$175 per month
Advanced DPSST certification or a BA/BS Degree	\$250 per month

When an employee graduates up to the next higher certification, he/she shall receive the corresponding incentive pay amount. He/she will not be eligible for both incentives. For example, if an employee has an AA/AS degree and an Intermediate Certification, the employee would only be entitled to the \$175 incentive regardless of the fact that they qualify two ways. If that same employee obtains a BA/BS degree, he/she would then be only entitled to the \$250 incentive, not the \$175 AND the \$250 incentive. If that same employee obtains the Advanced Certification, he/she would still only qualify for the \$250 incentive. To qualify for the incentive any degree must be awarded from an accredited college.

**Section 5. Bilingual/Spanish.** A premium of three percent [3%] of the monthly salary shall be paid for fluency in "street Spanish". Fluency shall be determined with a test or other certification process acceptable to the City/management.

**Section 6. Specialized Training Incentive.** A premium of five percent (5%) of the base monthly salary shall be paid to employees who are certified as a Field Training Officer while performing the duties of a FTO as directed and approved by a Supervisor or the Chief of Police.

A premium of three percent (3%) of the monthly base salary shall be paid to employees who are a designated instructor only while performing the duties of instruction as directed and approved by the Supervisor or the Chief of Police. Designated instructors are those who have received the required certification training and have one year of experience training in that area. Individuals pursuing Designated Instructor status must have prior approval from the Chief of Police in each specific area of instruction.

A premium of five percent (5%) of the base monthly salary shall be paid to employees who are assigned by the Chief of Police as an Investigator/Patrol Officer. This is considered a training incentive that is subject to the 10% cap.

At no time will the total training incentive exceed ten percent (10%) of the monthly base salary. Employees are required to accurately record training incentives on their respective time sheets due for that time period. The City will not be required to reimburse any incentive premium if not submitted by the employee at the time of its' occurrence.

**Section 7. Longevity Bonus.** Long term employees will be awarded forty (40) hours of personal leave on the 10<sup>th</sup> year of continuous employment and every 5<sup>th</sup> year afterwards. The personal leave days are not reimbursable financially and must be used within one year of the employee's anniversary date.

**Section 8. Health/Fitness.** The City agrees to establish a corporate gym membership account with Club 24 in Hermiston, Oregon. The membership is optional. If the employee decides to enroll, the City will pay the \$24.50 joining fee. The \$25.00/month membership fee will be pre-paid by employee through a payroll deduction on the second payroll check of the month for the following month's dues. If an employee wishes to add additional family

members to the membership, they may do so but will be responsible for the full cost, including the associated joining fee.

## **ARTICLE 17 – WORK SCHEDULES**

**Section 1.** The workweek shall consist of five [5] eight (8) hour days or four [4] ten (10) hour days. A combination of eight (8) hour days and ten (10) hour days may be mixed if the combination is a result of training hours. An employee's workweek shall start the first day worked on the designated shift.

**Section 2.** The workday shall include a paid one-half [1/2] hour meal period and two [2] paid fifteen [15] minute rest breaks, one [1] rest break during each half of an employee's shift.

**Section 3.     **Rotation.**** Rotation of officer's shifts shall continue as presently practiced. (Officers shifts shall rotate every three (3) months.) Tentative work schedules for each new calendar year will be posted prior to December 1<sup>st</sup> of the current year. This one time only posting will assist the officers with annual vacation planning.

**Section 4.** At least twelve [12] hours off shall occur between shifts worked unless mutually agreed otherwise. If the twelve [12] hour off period is infringed, the City agrees to pay one and one-half [1-1/2] time for the number of hours infringed within the twelve [12] hour guarantee. The provisions of this section do not apply if infringement of the twelve [12] hour period is a result of voluntary agreement or any arrangement between employees.

## **ARTICLE 18 – OVERTIME**

**Section 1.** Overtime includes any work time beyond the employee's assigned work shift or over forty (40) hours in a seven (7) day period. All overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate; however, no overtime shall be paid where an employee voluntarily exchanges shifts of work or days of work.

**Section 2.** Compensatory time may accrue up to ninety (90) hours maximum. Any excess hours will be compensated at one and one-half (1-1/2) times the regular rate of pay.

**Section 3.** For recall or callback on an employee's regularly scheduled workday outside of his/her regular shift hours, the employee shall receive not less than two (2) hours overtime at one and one-half (1-1/2) times his/her regular rate, unless the employee is called back or called in within one (1) hour of his/her coming to work or leaving his/her shift. In that situation it shall be considered an extension of that shift and the employee will be paid overtime based on actual time worked.

**Section 4.** For recall or callback on a day an employee is not regularly scheduled to work, the employee shall receive not less than four (4) hours overtime pay at one and one-half (1-1/2) times his/her regular rate.

## **ARTICLE 19 – LAYOFF**

**Section 1.** In the event of a layoff (as opposed to a discharge for just cause), employees shall be laid off in the inverse order of their seniority, provided the senior employee is qualified for the remaining position, and further provided that the senior employee is currently serving in that position or has previously served in that position for the City.

**Section 2.** Recall rights shall exist for a period of twelve (12) months from the date of layoff. Employees shall be recalled from layoff according to seniority, provided the senior employee is qualified for the position and has worked in that position for the City.

No new employees shall be hired in any classification until qualified employees are recalled pursuant to this section. It shall be each employee's responsibility to keep the City apprised of his/her current mailing address during the recall period.

## **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

**Section 1.** No employee shall be discharged or disciplined except for just cause. Probationary employees are not subject to this Article. Employees shall be probationary for

their first eighteen (18) months of employment, with the exception that employees hired who have successfully completed DPSST Basic Police Class Academy training will have a twelve (12) month probationary period, or officers that have successfully completed an out-of-state academy that will allow them to attend only DPSST's C.O.D. (Career Officer Development) course. Other non-police officer personnel will have a twelve (12)-month probationary period.

**Section 2.** If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

**Section 3.** The City shall furnish the employee and the Association a complete statement in writing within five (5) calendar days of any discharge, suspension or demotion, outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date.

## **ARTICLE 21 – HOLIDAYS**

**Section 1.** The following holidays shall be designated as official holidays and shall be observed in accordance with this contract:

New Year's Day January 1st	Labor Day 1st Monday in September
Martin Luther King, Jr's Birthday 3rd Monday in January	Veteran's Day November 11th
Presidents' Day 3rd Monday in February	Thanksgiving Day 4th Thursday in November
Memorial Day Last Monday in May	Day After Thanksgiving 4th Friday in November
Independence Day July 4th	Christmas Eve December 24 <sup>th</sup>
Christmas Day December 25 <sup>th</sup>	One Floater Day Employee discretion

**Section 2.** Holiday pay to a worker who was scheduled to work the holiday but takes the holiday off will receive holiday pay commensurate to the hours scheduled for the shift. When a holiday falls on a regular scheduled day off, a compensatory day off will be permitted within the Holiday Bank. Scheduling of these compensatory days will be made by mutual agreement within the following 30-day period. All employees who are required to work on a holiday other than Thanksgiving Day or Christmas Day shall either be compensated at the rate of straight time plus a compensatory day off at time and one-half (1-1/2), or be paid time and one-half (1-1/2) for the holiday worked, without additional compensatory time. Employees required to work on Thanksgiving or Christmas Day shall either be compensated at the rate of straight time plus compensatory time to equal double time or be paid double time for the holiday worked without additional compensatory time. Nothing in this provision allows for an employee's compensatory time bank to exceed the prescribed ninety (90) hours.

Accrued Holiday bank time will be zeroed out on May 15th of each year. It will be the responsibility of each employee to monitor their respective holiday bank hours. Holiday hours in an employee's bank will be lost on the deadline date unless arrangements with the Chief of Police have been made prior to the deadline date.

## **ARTICLE 22 – ON-THE-JOB INJURY PROTECTION**

On-the-job injury protection shall be in accordance with the current City policy so long as City policy is in compliance with current statute.

## **ARTICLE 23 – TRAINING**

**Section 1.** The Department will make reasonable efforts to allow interested employees to attend relevant, approved training. Employees shall be granted a minimum of forty (40) hours, of non-departmental DPSST approved training per year.

**Section 2.** Seeking the guaranteed training shall be the responsibility of each individual employee. Failure to do so shall neither make the City liable for reimbursement nor required



to send the employee to a class that is either not cost effective or that creates a staffing problem by sending that employee regardless of any nearing deadlines.

**ARTICLE 24 – SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision(s) shall be subject to renegotiation by the parties within a reasonable period of time from such request.

**ARTICLE 25 – TERMINATION**

**Section 1.** This Agreement shall become effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021.

Thereafter, it shall be automatically renewed from year to year unless either party shall notify the other in writing not later than February 1 that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than March 1. In the event that notification of termination is given it shall become effective thirty (30) days after the date of notice is received.

**Section 2.** This Agreement may be amended at any time by mutual agreement of the Association and City; such amendments shall be in writing and signed by both parties.

**Representing the City:**

**Representing the Association:**

\_\_\_\_\_  
Darla Huxel, Chief of Police (Date)

\_\_\_\_\_  
Ray Prindle, President (Date)

\_\_\_\_\_  
Russell Pelleberg, City Manager (Date)

\_\_\_\_\_  
Kylie Baker, Vice-President (Date)

**Attachment 1: Wage Salary Schedule**

<b>7/1/2018 (ADD STEP)</b>				<b>Scale P1</b>			
<b>Step 1/Mo</b>	<b>Step 2/Mo</b>	<b>Step 3/Mo</b>	<b>Step 4/Mo</b>	<b>Step 5/Mo</b>	<b>Step 6/Mo</b>	<b>Step 7/Mo</b>	<b>Step 8/Mo</b>
\$4,165	\$4,351	\$4,549	\$4,749	\$4,966	\$5,186	\$5,419	\$5,663
<b>Step 1/Yr</b>	<b>Step 2/Yr</b>	<b>Step 3/Yr</b>	<b>Step 4/Yr</b>	<b>Step 5/Yr</b>	<b>Step 6/Yr</b>	<b>Step 7/Yr</b>	<b>Step 8/Yr</b>
\$49,981	\$52,208	\$54,584	\$56,986	\$59,591	\$62,237	\$65,031	\$67,956
<b>7/1/2018 (ADD STEP)</b>				<b>Scale P2</b>			
<b>Step 1/Mo</b>	<b>Step 2/Mo</b>	<b>Step 3/Mo</b>	<b>Step 4/Mo</b>	<b>Step 5/Mo</b>	<b>Step 6/Mo</b>	<b>Step 7/Mo</b>	<b>Step 8/Mo</b>
\$3,461	\$3,616	\$3,779	\$3,948	\$4,126	\$4,309	\$4,504	\$4,707
<b>Step 1/Yr</b>	<b>Step 2/Yr</b>	<b>Step 3/Yr</b>	<b>Step 4/Yr</b>	<b>Step 5/Yr</b>	<b>Step 6/Yr</b>	<b>Step 7/Yr</b>	<b>Step 8/Yr</b>
\$41,532	\$43,394	\$45,351	\$47,376	\$49,509	\$51,709	\$54,044	\$56,484
<b>7/1/2019 (3.5% increase)</b>				<b>Scale P1</b>			
<b>Step 1/Mo</b>	<b>Step 2/Mo</b>	<b>Step 3/Mo</b>	<b>Step 4/Mo</b>	<b>Step 5/Mo</b>	<b>Step 6/Mo</b>	<b>Step 7/Mo</b>	<b>Step 8/Mo</b>
\$4,311	\$4,504	\$4,709	\$4,916	\$5,140	\$5,368	\$5,609	\$5,862
<b>Step 1/Yr</b>	<b>Step 2/Yr</b>	<b>Step 3/Yr</b>	<b>Step 4/Yr</b>	<b>Step 5/Yr</b>	<b>Step 6/Yr</b>	<b>Step 7/Yr</b>	<b>Step 8/Yr</b>
\$51,732	\$54,048	\$56,508	\$58,992	\$61,680	\$64,416	\$67,308	\$70,344
<b>7/1/2019 (3.5% increase)</b>				<b>Scale P2</b>			
<b>Step 1/Mo</b>	<b>Step 2/Mo</b>	<b>Step 3/Mo</b>	<b>Step 4/Mo</b>	<b>Step 5/Mo</b>	<b>Step 6/Mo</b>	<b>Step 7/Mo</b>	<b>Step 8/Mo</b>
\$3,583	\$3,743	\$3,912	\$4,087	\$4,271	\$4,460	\$4,662	\$4,872
<b>Step 1/Yr</b>	<b>Step 2/Yr</b>	<b>Step 3/Yr</b>	<b>Step 4/Yr</b>	<b>Step 5/Yr</b>	<b>Step 6/Yr</b>	<b>Step 7/Yr</b>	<b>Step 8/Yr</b>
\$42,996	\$44,916	\$46,944	\$49,044	\$51,252	\$53,520	\$55,944	\$58,464
<b>7/1/2020 (3.5% increase)</b>				<b>Scale P1</b>			
<b>Step 1/Mo</b>	<b>Step 2/Mo</b>	<b>Step 3/Mo</b>	<b>Step 4/Mo</b>	<b>Step 5/Mo</b>	<b>Step 6/Mo</b>	<b>Step 7/Mo</b>	<b>Step 8/Mo</b>
\$4,462	\$4,662	\$4,874	\$5,089	\$5,320	\$5,556	\$5,806	\$6,068
<b>Step 1/Yr</b>	<b>Step 2/Yr</b>	<b>Step 3/Yr</b>	<b>Step 4/Yr</b>	<b>Step 5/Yr</b>	<b>Step 6/Yr</b>	<b>Step 7/Yr</b>	<b>Step 8/Yr</b>
\$53,544	\$55,944	\$58,488	\$61,068	\$63,840	\$66,672	\$69,672	\$72,816
<b>7/1/2020 (3.5% increase)</b>				<b>Scale P2</b>			
<b>Step 1/Mo</b>	<b>Step 2/Mo</b>	<b>Step 3/Mo</b>	<b>Step 4/Mo</b>	<b>Step 5/Mo</b>	<b>Step 6/Mo</b>	<b>Step 7/Mo</b>	<b>Step 8/Mo</b>
\$3,709	\$3,875	\$4,049	\$4,231	\$4,421	\$4,617	\$4,826	\$5,043
<b>Step 1/Yr</b>	<b>Step 2/Yr</b>	<b>Step 3/Yr</b>	<b>Step 4/Yr</b>	<b>Step 5/Yr</b>	<b>Step 6/Yr</b>	<b>Step 7/Yr</b>	<b>Step 8/Yr</b>
\$44,508	\$46,500	\$48,588	\$50,772	\$53,052	\$55,404	\$57,912	\$60,516

**RESOLUTION NO. 22-2018**

**A RESOLUTION AMENDING HEALTHCARE BENEFITS AND OTHER BENEFITS  
SECTION OF THE EMPLOYEE HANDBOOK FOR THE CITY OF UMATILLA**

**WHEREAS**, the City Council of the City of Umatilla does hereby adopt rules and regulations for the administration of the personnel system, and;

**WHEREAS**, the changes made to the City Handbook mirror changes made through the Collective Bargaining Agreement with the Umatilla Public Safety Association, and;

**WHEREAS**, the proposed changes shall take effect July 1, 2018,

**THE CITY OF UMATILLA DOES HEREBY RESOLVE AS FOLLOWS:**

(Matter to be deleted is in [brackets]. New matter to amend an existing section is underlined.)

**HEALTHCARE BENEFITS**

The City of Umatilla currently offers medical, dental, vision, and life insurance coverage for all employees who work on a permanent basis for more than thirty (30) hours per week. Medical and dental benefits for part-time employees working 20-29 hours per week will be calculated on a pro-rated basis.

You will be provided with information about the plan during orientation. Health benefits begin the first of the month following 30 days of employment. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the City Recorder.

The City pays 100% of the premiums for medical, dental and vision insurance for the employee and 1 dependent. For family coverage of medical, dental and vision insurance, the City will pay 60% of the difference between family coverage and employee plus 1 dependent. The employee must notify the Payroll Clerk and sign a form for the cost above the City's contribution to be deducted from the employee's payroll check. Open enrollment occurs in October every year to make changes in dependent coverage. The City will make available a Section 125 plan for the employee's portion of the insurance premium to be paid from pre-tax dollars.

**Voluntary Employees' Beneficiary Association (VEBA)**

The City will contribute a set dollar amount into a VEBA account on your behalf, on an annual basis (January). The amount of the contribution is based upon your enrollment status in the City of Umatilla's medical benefits program as of January 1<sup>st</sup>.

The dollar amount of your contribution is subject to the number of dependents you cover in the City of Umatilla's medical benefits plan: employee only ([~~\$300~~] \$400), employee +1 ([~~\$600~~] \$800), or employee +2 or more ([~~\$900~~] \$1200).

You must be enrolled in the City of Umatilla’s medical benefits program in order to qualify for a VEBA contribution.

New-hires may receive a pro-rated VEBA Contribution as follows:

Employment date between January 1 <sup>st</sup> and March 31 <sup>st</sup>	75%
Employment date between April 1 <sup>st</sup> and June 30 <sup>th</sup>	50%
Employment date between July 1 <sup>st</sup> and September 30 <sup>th</sup>	25%
Employment date between October 1 <sup>st</sup> and December 31 <sup>st</sup>	0%

The New Hire pro-rated contribution will be made within 30 days of becoming covered in the plan.

Current employees, covered under another health plan at the time of open enrollment, who lose their coverage due to a qualifying event (as defined by the IRS—divorce, job loss, reduced hours, etc.) and who enroll in the City of Umatilla’s medical plan within 31 days of losing that coverage, may be eligible for a pro-rated VEBA contribution. The pro-rated amount will be based upon the date of enrollment into the City of Umatilla’s plan:

Enrollment date between January 1 <sup>st</sup> and March 31 <sup>st</sup>	75%
Enrollment date between April 1 <sup>st</sup> and June 30 <sup>th</sup>	50%
Employment date between July 1 <sup>st</sup> and September 30 <sup>th</sup>	25%
Employment date between October 1 <sup>st</sup> and December 31 <sup>st</sup>	0%

The Qualifying Event pro-rated contribution will be made within 30 days of becoming covered in the plan.

## **OTHER BENEFITS**

### **Credit Union**

The City of Umatilla provides for an optional payroll deduction to a credit union.

### **Unemployment Insurance**

All employees are covered under State of Oregon Employment Division Unemployment Insurance.

### **Accident and Injury Reporting**

In cases of accidental occupational injury or illness of any employee, all injuries or illnesses must be reported to your department head immediately, regardless of severity using the Employee Accident/Incident Report Form. If you are going to seek treatment, please remember to complete an 801 Form. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may affect or delay the payment of any benefits to you and could subject the City of Umatilla to fines and penalties.

## **Early Return-to-work Program**

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job related injuries consists of a team effort by department heads, injured employees and their treating physicians, the City of Umatilla's management, and our workers' compensation claims staff.

Through this team effort, we hope to help our employees recover and return to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City of Umatilla will attempt to provide you with such a job for a reasonable period of time (usually 6 months or less) until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation. While you are on modified or transitional work, you are still subject to all the usual rules and procedures.

**Please refer to the ADA policy if an injury or illness requires accommodation to perform essential job functions.**

## **Worker's Compensation Time Loss Injury and Salary Continuation**

All employees are covered by a Worker's Compensation plan for accidental injury arising out of and in the course of employment. Employees will be provided all benefits and rights in conformance with applicable Oregon law.

The City will pay your regular pay while you are incapacitated for a period of not more than three (3) calendar months. Any amounts received from compensation insurance must be remitted to the City as soon as they are received.

If the period of incapacitation caused by an accidental occupational injury or illness exceeds three (3) calendar months, you may apply for sick leave, vacation, or leave of absence without pay to cover such additional period of incapacity.

In the event that the period of incapacitation lasts six (6) months, you must return all City-owned property.

Following twelve (12) months of being unable to work due to a compensable injury or illness, you will have the option of receiving the cash equivalent for all accrued paid leaves, if any, or retaining

those accruals with the cash out options provided elsewhere in this resolution. After twelve (12) months you will no longer accrue paid leaves, benefits or seniority. The City will continue to offer group health insurance to you consistent with law.

While you are not working due to a compensable injury or illness, you will still receive any general salary adjustments approved by the City Council and continue your eligibility for any salary step increases pursuant to the *Step Increases* section outlined on page 33. If you are absent due to a compensable injury or illness for over six (6) months during the review year, you will receive the step increase as long as your performance during the review year preceding the absence was satisfactory. When you return from a compensable injury or illness related absence, you will retain all accruals of paid leave which were accrued before the absence and not exhausted or cashed out during the absence and will retain the seniority accrued prior to being placed on unpaid leave.

### **Tuition Assistance**

The City of Umatilla encourages the continued education and professional development of its staff by assisting employees with certain tuition expenses as described in this section. This section deals with education programs voluntarily undertaken by the employee. Policies and procedures with respect to mandatory training and educational events attended at the request of the City of Umatilla are found elsewhere in this Handbook under “Educational Workshop Travel & Meal Reimbursement Policy.”

The City of Umatilla will assist staff with costs related to voluntary continuing education, provided the participation is approved in advance by the City Manager or his/her designee. The amount of funding available to each employee is limited to \$2,500 per year, with a maximum amount of assistance to all employees of \$10,000 per fiscal year.

The following criteria, procedures and rules typically apply:

- The program is available to those who have been regular full time employees of the City of Umatilla for at least one year. This requirement may be waived when special circumstances exist as determined by the City Manager or his designee.
- The subject matter of the coursework must be directly job-related and relevant to the employee’s work responsibilities. Responsibilities described in the job description, as well as training goals and objectives developed for the employee, will be considered in determining if the requested course work is sufficiently job-related to qualify for assistance.
- Costs that may be considered for eligibility under this program include tuition and registration fees. Required books and course materials, exam fees, and optional study aids are not eligible unless specifically authorized by the City Manager or his designee.
- Employees shall attend courses on their own time. Employees shall not be compensated for time spent in classes or for time spent to travel to and from classes. Travel and expenses incurred while attending classes will not be reimbursed by the City.

- The completed Tuition Assistance Form is to be submitted to your department head prior to enrollment.
- Tuition expenses for acceptable courses that have been approved will be refunded upon verification of successful completion of the course. Successful completion means the employee has completed the course with a passing grade of “C” or better. Upon completion of the course, the employee will give their department head an official transcript, report card, or completion certificate, and a receipt for paid tuition.
- The City Manager or his/her designee has sole and final discretion to determine whether courses or expenses qualify for this program and to determine exceptions.

**Longevity Bonus**

Long term employees will be awarded forty (40) hours of personal leave on the 10<sup>th</sup> year of continuous employment and every 5<sup>th</sup> year afterwards. The personal leave days are not reimbursable financially and must be used within one year of the employee’s anniversary date.

**Health/Fitness**

The City agrees to establish a corporate gym membership account with Club 24 in Hermiston, Oregon. The membership is optional. If the employee decides to enroll, the City will pay the \$24.50 joining fee. The \$25.00/month membership fee will be pre-paid by employee through a payroll deduction on the second payroll check of the month for the following month’s dues. If an employee wishes to add additional family members to the membership, they may do so but will be responsible for the full cost, including the associated joining fee.

**PASSED** by the City Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of May, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

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

**UMATILLA CITY COUNCIL  
REPORT AND RECOMMENDATION  
FOR  
PLAN AMENDMENT PA-2-18**

**DATE OF HEARING:** May 1, 2018

**REPORT PREPARED BY:** Brandon Seitz, City Planner

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**I. GENERAL INFORMATION AND FACTS**

**Applicant:** City of Umatilla, 700 Sixth Street, P.O. Box 130, Umatilla, OR 97882,

**Land Use Review:** A Comprehensive Plan Text Amendment to co-adopt Umatilla County Ordinance No. 2017-09 approving an exception to Statewide Planning Goal 11 for a sewer line extension from the City of Umatilla to the Umatilla Army Depot. The request would amend Chapter 11 of the City's Comprehensive Plan to allow the City to extend sewer service to property outside of the Urban Growth Boundary (UGB).

**II. NATURE OF REQUEST AND GENERAL FACTS**

In 2013 the Umatilla Army Depot Local Reuse Authority (LRA) endorsed an economic development and land use strategy for future industrial and employment uses at the Umatilla Army Depot in anticipation the property would transition away from military operations. Both Morrow County and Umatilla County worked together to develop a consolidated reuse/land use plan for the entire Depot site. Both counties then adopted ordinances to implement the plan and zoning designations for the portions of the Depot site under their respective jurisdiction. The adoption included exceptions to Statewide Planning Goals 11 and 14.

The LRA has subsequently transitioned to the Columbia Development Authority (CDA). The CDA is now responsible for overseeing the transition of the Umatilla Army Depot property from federal to local ownership and the planning and development activities related to future use of the Depot property. In anticipated of the Depot transferring to local ownership the CDA coordinated with Umatilla County and the City of Umatilla to allow the City to provide sewer services to the Depot. A sewer line is needed in order to more efficiently serve planned land uses on the Depot, which were the subject of the prior Goal Exceptions to allow redevelopment with a mix of industrial and military uses after the Depot transfers to the CDA

Umatilla County has since adopted Ordinance No 2017-09 approving an exception to Statewide Planning Goal 11 for a sewer line extension from the City of Umatilla to the Umatilla Army Depot. The County's action is needed because the land through which the sewer line will pass between, the City of Umatilla's UGB and the Depot, is County resource land. The City's action is needed



because the sewer facility that is the subject of the Goal Exception will belong to the City. A Goal 11 exception is necessary because Goal 11 generally does not allow the extension of sewer lines to serve land outside an UGB.

Although an exception to Goals 11 and 14 has already been adopted for the Depot itself, allowing urban public facilities and services on the Depot site, an exception to Statewide Planning Goal 11 is needed in order to allow the extension of sewer lines from the City of Umatilla’s UGB to the Depot.

The specific substantive criteria and procedures relied upon by the City in rendering a decision on this request are contained under ORS 197.732, OAR 660-004-0020, OAR 660-004-0022, OAR 660-011-0060 and Umatilla Municipal Code Title 10 (Zoning Ordinance), Chapter 14.

**III. ANALYSIS**

The criteria applicable to this request are shown in underlined text and the responses are shown in standard text. All of the following criteria must be satisfied in order for this request to be approved.

**OREGON ADMINISTRATIVE RULES**

**OAR 660-004-0020**

**Goal 2, Part II(c), Exception Requirements**

(1) If a jurisdiction determines there are reasons consistent with OAR 660-004-0022 to use resource lands for uses not allowed by the applicable Goal or to allow public facilities or services not allowed by the applicable Goal, the justification shall be set forth in the comprehensive plan as an exception. As provided in OAR 660-004-0000(1), rules in other divisions may also apply.

**Findings:** The City is proposing a reasons exception to allow the extension of a public facility (sewer line) outside of the City’s UGB. Justification would be set forth in the comprehensive plan as an exception if approved.

**Conclusion:** The justification shall be set forth in Chapter 11 of the Comprehensive Plan as shown in Exhibit C.

(2) The four standards in Goal 2 Part II(c) required to be addressed when taking an exception to a goal are described in subsections (a) through (d) of this section, including general requirements applicable to each of the factors:

(a) "Reasons justify why the state policy embodied in the applicable goals should not apply." The exception shall set forth the facts and assumptions used as the basis for determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land;

(b) "Areas that do not require a new exception cannot reasonably accommodate the use". The exception must meet the following requirements:

(A) The exception shall indicate on a map or otherwise describe the location of possible alternative areas considered for the use that do not require a new exception. The area

for which the exception is taken shall be identified;

- (B) To show why the particular site is justified, it is necessary to discuss why other areas that do not require a new exception cannot reasonably accommodate the proposed use. Economic factors may be considered along with other relevant factors in determining that the use cannot reasonably be accommodated in other areas. Under this test the following questions shall be addressed:
- (i) Can the proposed use be reasonably accommodated on nonresource land that would not require an exception, including increasing the density of uses on nonresource land? If not, why not?
  - (ii) Can the proposed use be reasonably accommodated on resource land that is already irrevocably committed to nonresource uses not allowed by the applicable Goal, including resource land in existing unincorporated communities, or by increasing the density of uses on committed lands? If not, why not?
  - (iii) Can the proposed use be reasonably accommodated inside an urban growth boundary? If not, why not?
  - (iv) Can the proposed use be reasonably accommodated without the provision of a proposed public facility or service? If not, why not?
- (C) The “alternative areas” standard in paragraph B may be met by a broad review of similar types of areas rather than a review of specific alternative sites. Initially, a local government adopting an exception need assess only whether those similar types of areas in the vicinity could not reasonably accommodate the proposed use. Site specific comparisons are not required of a local government taking an exception unless another party to the local proceeding describes specific sites that can more reasonably accommodate the proposed use. A detailed evaluation of specific alternative sites is thus not required unless such sites are specifically described, with facts to support the assertion that the sites are more reasonable, by another party during the local exceptions proceeding.

**Findings:** Under the current federal ownership, the land is not subject to Goal 11 (because federally-owned property is not subject to Oregon’s statewide planning goals), and thus is clearly covered under OAR 660-011-0060(9)(b). However, the base is expected to transfer out of federal ownership within the year.

Because an exception to Goal 11 has already been approved for the Depot that would allow on-site development of urban-scale sewer facilities, the proposed sewer pipe will still be connecting two areas where sewer facilities are permitted under Goal 11, as allowed under OAR 660-011-0060(9)(b) and OAR 660-011-0060(3)(B). In *Debby Todd v. City of Florence*, LUBA held that:

*The policy underlying Goal 11 seems little offended by allowing a single sewer system to serve two adjoining areas that each have the legal right and practical ability to develop urban uses and urban-level sewer facilities, notwithstanding that one area is within a UGB and the other outside the UGB.*

Given the *Debby Todd v. City of Florence* decision, providing a sewer connection from within a UGB to a nearby area outside the UGB but also authorized for urban sewer service as a result of prior goal exceptions is an appropriate reason to justify an exception to Goal 11 for the extension of sewer service to the Depot.

The LUBA decision in *Debby Todd v. City of Florence* also suggests that it is not necessary to

demonstrate that it is unreasonable to provide separate sewer treatment facilities for adjacent areas, each of which is authorized for urban sewer service, rather than to serve them with a single system. However, the rationale and justification for extending sewer from the City of Umatilla rather than treating sewer on-site at the Depot is given below.

The Depot has an existing localized sewage treatment system that was used by the military facilities on the site. An Infrastructure Assessment done as part of creating a redevelopment plan for the Depot included the following key findings:

*The Depot facility sanitary waste water system is a localized system. It consists of a combination of localized [Imhoff] septic tanks and drain fields. ... The system is capable of handling the current exiting [sic] load but may not be capable of handling significant changes in capacity if needed by reuse alternatives.*

*The system seems to be adequate at the current loading density, ... but would very likely not tolerate a significant influx of industrial components to the waste stream.*

*Renovation and expansion of the current sanitary waste systems, other than required maintenance and permitting work, would not be considered economically or functionally feasible due to the age of the Imhoff systems. Other local septic systems on the facility should likely not be expanded beyond their current design loading in order to maintain compliance with standards in place when they were installed.*

*Should the population of the facility significantly increase or industrial or process systems installed at the facility, a new sanitary sewer treatment facility, with new transfer piping and infrastructure would be recommended. A new system could be sized to handle all Umatilla depot loading, as well as to handle potential expansion from other sources. This would be the most flexible and most costly option, but would provide a sanitary waste system for the long term, instead of a limited use of the present system.*

In addition to the infeasibility of renovating or expanding the existing on-site treatment system to serve industrial uses, there are groundwater concerns in the area. The Army Depot property, including the industrial lands proposed to be served by the municipal wastewater line, is located within the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). The LUBGWMA was designated by the Oregon Department of Environmental Quality (DEQ) in 1990 due to the high nitrates in the groundwater. Many areas within the LUBGWMA exceed federal drinking water standards for nitrate. The comprehensive report leading up to the GWMA designation identified five sources of contamination. One source was, and continues to be, nitrates leached from underground septic systems. This is noteworthy in this case because the proposed municipal wastewater line would be the only alternative to septic disposal for future development of the industrial lands. In other words, if the municipal line does not dispose of wastewater, future development would be served by numerous on-site septic systems. For some 20 years, a local committee, together with the DEQ staff, have worked to implement an Action Plan designed to remediate the high levels of nitrates. The progress is very slow. Steps are small and incremental. Allowing the Army Depot lands to be served by a municipal system and therefore avoiding further groundwater contamination from additional, new septic system contamination, will go a long way to foster the goal of minimizing nitrate contribution to the groundwater in the area.

Given the difficulties of upgrading the existing on-site facilities to serve the planned (and

acknowledged) industrial uses on the property, the groundwater concerns in the area, and the costs associated with constructing an entirely new sewer treatment facility, the CDA approached the City of Umatilla to determine whether it would be feasible to extend City sewer service to the site. The City has indicated that it has adequate capacity to serve the planned land uses at the Depot: (Exhibit B)

*The City has reviewed the potential industrial area and zoning within the CDA and flow projections developed for Camp Umatilla by the Oregon National Guard undergoing Goal 11 exception. The City's key sewer facilities have the ability and capacity to accept wastewater from the CDA and from the Oregon National Guard (Camp Umatilla).*

*Further, as a public entity, the City has the managerial and technical capacity to manage the wastewater generated from this area in accordance with State rules and regulations.*

The City identified a suitable connection point roughly 2.6 miles away from the Depot (as the crow flies), and several potential alignments for a new sewer line.

The land between the Umatilla City limits and the Depot is zoned EFU. There is no reasonable route between the two that would not require a new exception.

**Conclusion:** The Depot is currently under federal ownership and not subject to the Statewide Planning Goals. Therefore, the proposed sewer line extension qualifies as an extension of an existing sewer system that would serve lands that, by operation of federal law, is not subject to the Statewide Planning Goals under OAR 660-011-0060(9)(b). In addition, an exception to Goal 11 has already be approved for the Depot that would allow on-site development of urban-scale sewer facilities, the proposed sewer line would connect two areas where sewer facilities are permitted under Goal 11. Given the Debby Todd v. City of Florence decision, providing a sewer connection from within a UGB to a nearby area outside the UGB but also authorized for urban sewer service as a result of prior goal exceptions is an appropriate reason to justify an exception to Goal 11 for the extension of sewer service to the Depot.

The proposed sewer line would extend from the City's UGB to the Depot. There is no route between the City and Depot that would not cross lands requiring a new exception. The standards of subsection (b) only apply to the proposed sewer line extension outside of the City's UGB and Depot boundary. The uses that would be served by the proposed sewer line extension have been considered and approved as exceptions for both Umatilla and Morrow Counties and are not part of this exception (Umatilla County Ordinance #2014-06 & Morrow County Ordinance #ORD-2014-4). In addition, a portion of the Depot (Camp Umatilla) will be retained by the National Guard Bureau and will remain in federal ownership. Therefore, only those uses permitted in the Umatilla County and/or Morrow County Comprehensive Plan Goal exceptions and lands remaining in federal ownership (Camp Umatilla) shall be allowed to connect to the City's sewer system.

**Note:** The portion of the proposed line located within the City's UGB is subject to the City's Comprehensive and Public Facilities plans and is not a part of this exception. New connections to the proposed line within the City's UGB may be allowed subject to the City's requirements in place at the time of the request. The restriction on new connections will apply only to lands

located outside the City's UGB.

- (c) "The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site." The exception shall describe: the characteristics of each alternative area considered by the jurisdiction in which an exception might be taken, the typical advantages and disadvantages of using the area for a use not allowed by the Goal, and the typical positive and negative consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts. A detailed evaluation of specific alternative sites is not required unless such sites are specifically described with facts to support the assertion that the sites have significantly fewer adverse impacts during the local exceptions proceeding. The exception shall include the reasons why the consequences of the use at the chosen site are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site. Such reasons shall include but are not limited to a description of: the facts used to determine which resource land is least productive, the ability to sustain resource uses near the proposed use, and the long-term economic impact on the general area caused by irreversible removal of the land from the resource base. Other possible impacts to be addressed include the effects of the proposed use on the water table, on the costs of improving roads and on the costs to special service districts;
- (d) "The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts." The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices. "Compatible" is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.

**Findings:** Findings regarding the proposed uses to be served by the sewer line extension were previously adopted and acknowledged. The following findings address the sewer line extension itself.

Several alternative alignments were considered in selecting proposed alignment. The proposed alignment and alternative alignments considered are shown on Figure 4 (Exhibit A). The exception applies to the sewer pipe alignment shown in green as "Final Route" on Figure 4 (Exhibit A). The length of the alignment that extends outside the City of Umatilla UGB to the Depot property is 17,146 feet, as shown on Figure 4 (Exhibit A).

The "I-84 Route" was dismissed because it is significantly longer than the other alternatives, making it less efficient. The "Radar Road" and "Potato Lane" routes were dismissed because they have greater impacts to active farm operations on private property than the preferred alignment. The proposed alignment remains within or abutting the City of Umatilla UGB for as long as possible before crossing into EFU zoning. It was selected as the least impactful to farm operations while maintaining an efficient route. Of the portion of the alignment outside the City of Umatilla UGB, 7,856 linear feet are within the public right of way of Powerline Road. The portion that crosses private land (roughly 9,290 linear feet) avoids irrigated areas and aligns with

an existing farm vehicle pathway between fields. This portion will be contained within an easement up to 40 feet in width.

In negotiating the details of the easement and sewer line construction with the property owner, the City of Umatilla is committed to include measures to further minimize disruptions to farm operations, such as timing construction to avoid disturbing crops, planting, and harvest activities; providing on-going access rights for the property owner to ensure the ability to continue existing farm uses within the easement; and constructing the line underground at a depth that will avoid impact to farming operations.

This demonstrates that the proposed facility will be compatible with the adjacent farm uses.

**Environmental consequences:** The proposed alignment does not affect any significant natural resources. The environmental consequences of the sewer extension are anticipated to be minimal. It also avoids a small drainageway (visible in the aerial photograph in Figure 4 [Exhibit A]) that would be crossed by some of the alternatives considered. There are no known significant Goal 5 resources along the proposed route.

**Social consequences:** The extension of the sewer line is not anticipated to have any social impacts in any of the alternatives considered.

**Economic consequences:** The cost of the sewer extension and any needed improvements to the existing system to accommodate the additional wastewater flows will be funded by the CDA, so there will not be an economic impact to the City of Umatilla. Keeping costs low will facilitate development at the Depot, which will have a positive economic impact on the broader area, as discussed in the findings for the goal exception for the Depot itself. The property owner whose land will be the subject of the easement will be compensated for the value of the easement, ensuring a neutral or positive economic impact to the property owner.

**Energy consequences:** By minimizing the length of the pipe relative to other alignments, the proposed alignment minimizes the resources and energy required for installation of the sewer line.

This demonstrates that the proposed alignment is does not have significantly more adverse impacts than other potential alignments.

**Conclusion:** An exception regarding the uses allowed at the Depot have been considered and approved. As addressed by the applicant alternative alignments were considered and the proposed final alignment was selected as it is the most efficient route that provides minimal impacts to active farming operations where the sewer line would cross private lands. The sewer line would avoid irrigated areas as much as possible and the City is committed to include measure to minimize disruptions to farm operations. By timing construction to avoid disturbing crops, planting and harvest activities; providing on-going access rights for the property owner to ensure the ability to continue existing farm uses within the easement; and constructing the line underground at a depth that will avoid impacts to farming operations the proposed facility would have minimal impacts to the farming operations. Therefore, the proposed sewer line would be compatible with the adjacent farm uses and does not have significantly more adverse impacts

that other potential alignments.

### ***OAR 660-004-0022***

#### ***Reasons Necessary to Justify an Exception Under Goal 2, Part II(c)***

An exception under Goal 2, Part II(c) may be taken for any use not allowed by the applicable goal(s) or for a use authorized by a statewide planning goal that cannot comply with the approval standards for that type of use. The types of reasons that may or may not be used to justify certain types of uses not allowed on resource lands are set forth in the following sections of this rule. Reasons that may allow an exception to Goal 11 to provide sewer service to rural lands are described in OAR 660-011-0060. Reasons that may allow transportation facilities and improvements that do not meet the requirements of OAR 660-012-0065 are provided in OAR 660-012-0070. Reasons that rural lands are irrevocably committed to urban levels of development are provided in OAR 660-014-0030. Reasons that may justify the establishment of new urban development on undeveloped rural land are provided in OAR 660-014-0040.

- (1) For uses not specifically provided for in this division, or in OAR 660-011-0060, 660-012-0070, 660-014-0030 or 660-014-0040, the reasons shall justify why the state policy embodied in the applicable goals should not apply. Such reasons include but are not limited to the following:

**Findings:** The proposed exception is for a use specifically provided for in OAR-66-011-0060 see below.

### **OAR 660-011-0060**

#### **Sewer Service to Rural Lands**

- (2) Except as provided in sections (3), (4), (8), and (9) of this rule, and consistent with Goal 11, a local government shall not allow:
  - (a) The establishment of new sewer systems outside urban growth boundaries or unincorporated community boundaries;
  - (b) The extension of sewer lines from within urban growth boundaries or unincorporated community boundaries in order to serve uses on land outside those boundaries;
  - (c) The extension of sewer systems that currently serve land outside urban growth boundaries and unincorporated community boundaries in order to serve uses that are outside such boundaries and are not served by the system on July 28, 1998.
- (9) A local government may allow the establishment of new sewer systems or the extension of sewer lines not otherwise provided for in section (4) of this rule, or allow a use to connect to an existing sewer line not otherwise provided for in section (8) of this rule, provided the standards for an exception to Goal 11 have been met, and provided the local government adopts land use regulations that prohibit the sewer system from serving any uses or areas other than those justified in the exception. Appropriate reasons and facts for an exception to Goal 11 include but are not limited to the following:
  - (a) The new system, or extension of an existing system, is necessary to avoid an imminent and significant public health hazard that would otherwise result if the sewer service is not provided; and, there is no practicable alternative to the sewer system in order to avoid the imminent public health hazard, or
  - (b) The extension of an existing sewer system will serve land that, by operation of federal law, is not subject to statewide planning Goal 11 and, if necessary, Goal 14.

**Findings:** The proposed exception would allow for the extension of a sewer line not otherwise

provided for in OAR-660-011-0060. However, as provided for in this rule an appropriate reason for an exception to Goal 11 is to extend an existing sewer system to serve lands that, by operation of federal law, are not subject to Statewide Planning Goal 11. The Depot is currently under federal ownership and not subject to the Statewide Planning Goals. In addition, an exception to Goals 11 and 14 have already be approved for the Depot that would allow on-site development of urban-scale sewer facilities. The proposed sewer line would connect two areas where sewer facilities are permitted under Goal 11. As addressed in response to OAR 660-004-0020(1)-(2), given the Debby Todd v. City of Florence decision, providing a sewer connection from within a UGB to a nearby area outside the UGB but also authorized for urban sewer service as a result of prior goal exceptions is an appropriate reason to justify an exception to Goal 11 for the extension of sewer service to the Depot.

As addressed above exceptions for both Umatilla and Morrow Counties have been approved. In addition, a portion of the Depot will be retained by the National Guard Bureau and will remain in federal ownership. Therefore, only those uses permitted in the Umatilla County and/or Morrow County Comprehensive Plan Goal exceptions and lands remaining under federal ownership at the Depot shall be allowed to connect to the City's sewer system.

**Conclusion:** The proposed exception to Goal 11 would serve lands that, by operation of federal law, are not subject to Statewide Planning Goal 11. In addition, the proposed sewer line would connect two areas where sewer facilities are permitted under Goal 11.

#### **IV. SUMMARY CONCLUSIONS AND DECISION**

The findings above demonstrate that the City of Umatilla has justified an exception to Goal 11 to extend sewer service to the Umatilla Army Depot site, which has acknowledged exceptions to Goals 11 and 14. The proposed sewer line will have minimal impacts to land use, farm operations, and the environment, and will be limited to serving the approved and acknowledged uses on the Depot Site. The City is willing to extend the line and has adequate capacity to serve the planned uses at the Depot. The Goal exception meets all the requirements contained in State law and administrative rules.

Therefore, the Planning Commission recommends approval of this request (PA-2-18) to co-adopt Umatilla County Ordinance No. 2017-09 approving an exception to Statewide Planning Goal 11 for a sewer line extension from the City of Umatilla to the Umatilla Army Depot and amend Chapter 11 of the City's Comprehensive Plan to allow the City to extend sewer service to property outside of the Urban Growth Boundary based on the findings of fact and conclusion contained in Section III of this report.

#### **V. EXHIBITS** (included as part of this report).

Exhibit A: Goal 11 Exception and Findings Memorandum  
Exhibit B: Letter from Russel Pelleberg





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MEMORANDUM

**Goal 11 Exception and Findings**  
**Umatilla Army Depot Sewer Line Extension**

DATE March 20, 2017  
TO Greg Smith, Columbia Development Authority  
Tamra Mabbott, Umatilla County  
Russell Pelleberg, City of Umatilla  
FROM Becky Hewitt and Frank Angelo, Angelo Planning Group

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**INTRODUCTION**

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The purpose of this memorandum is to provide recommended language and findings for an exception to Oregon's Statewide Planning Goal 11 for a sewer line extension from the City of Umatilla to the Umatilla Army Depot (Depot). The sewer line is needed in order to more efficiently serve planned land uses on the Depot, which were the subject of a prior Goal Exception to allow redevelopment with a mix of industrial and military uses after the Depot transfers from federal ownership to the Columbia Development Authority (CDA, formerly known as the Umatilla Army Depot Redevelopment Authority or UMADRA). An exception to Goal 11 is needed because Goal 11 generally does not allow the extension of sewer lines to serve land outside an Urban Growth Boundary (UGB).

The goal exception and findings are intended to be adopted into Chapter 18 of the Umatilla County Comprehensive Plan and into Chapter 11 of the City of Umatilla Comprehensive Plan. The City's action is needed because the sewer facility that is the subject of the Goal Exception will belong to the City. The County's action is needed because the land through which the sewer line will pass, between the City of Umatilla UGB and the Depot, is County resource land. Furthermore, the prior Goal exception allowing the redevelopment of the Depot was adopted by Umatilla County.

The sections that follow have been drafted so they can be incorporated directly into the City and County comprehensive plans if desired, in order to meet the requirement that Goal Exceptions be adopted into the local comprehensive plan (for a Goal Exception, the findings are generally incorporated into the plan itself). As a result, they repeat some of the introductory text above, in order to provide context to the proposed Goal exception.

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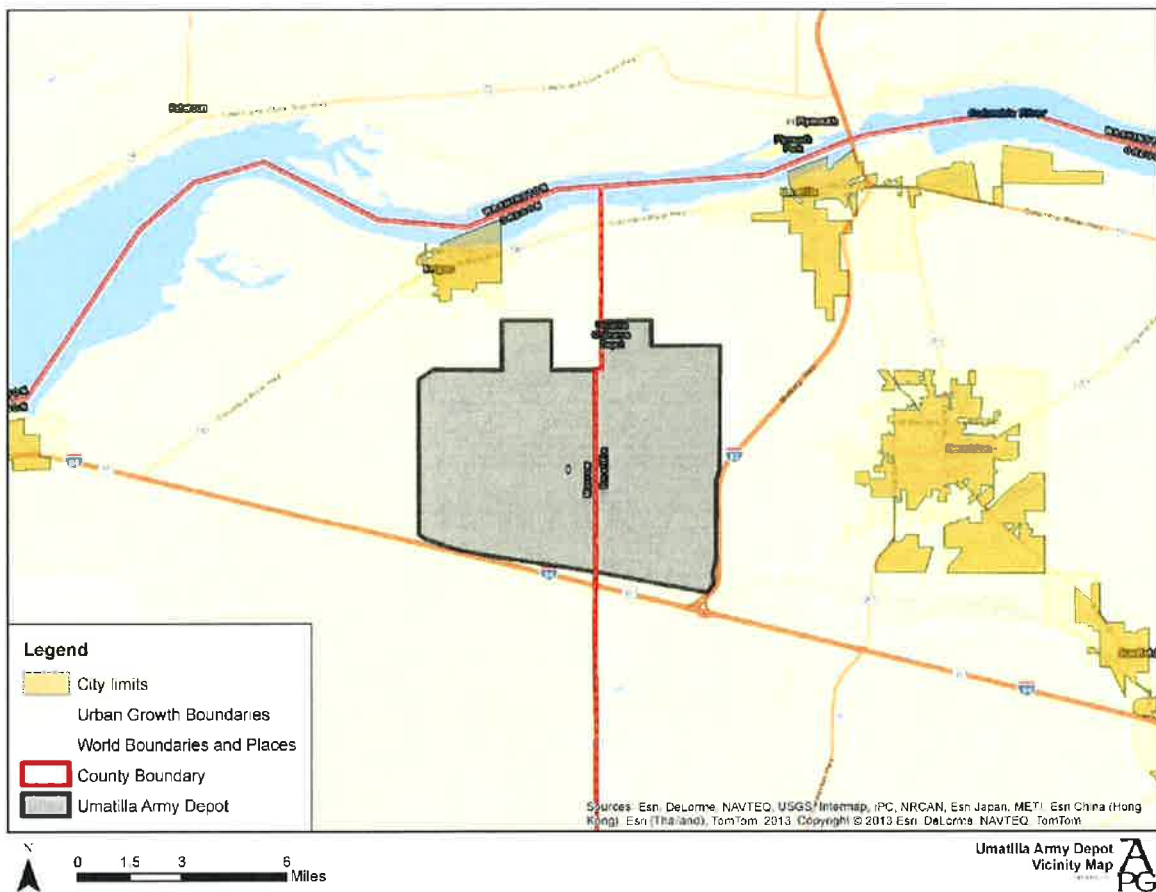
**Exhibit A**

## BACKGROUND

### Summary of Umatilla Army Depot Planning

The Umatilla Army Depot (Depot) is a unique facility and land use in the State of Oregon. Established more than seventy years ago by the U.S. Army, the Depot site encompasses approximately 17,000 acres spanning Morrow and Umatilla Counties (see Figure 1). There are 1,411 Army owned structures that total approximately 3.5 million square feet on the Depot site.<sup>1</sup> Due to its Federal ownership, the Depot was not zoned by Morrow and Umatilla Counties and was not subject to Oregon’s land use planning program in the 1980’s, at the time other lands in Oregon were so acknowledged by the Land Conservation and Development Commission.

Figure 1: Umatilla Army Depot Vicinity Map



On May 14, 2013 the Umatilla Army Depot Local Reuse Authority (LRA) endorsed an economic development and land use strategy for future industrial and employment uses at the Umatilla Army Depot in anticipation that the property would transition away from military operations. This action acknowledged the unique attributes of the Depot site within the context of the regional economy and

<sup>1</sup> UMADRA Redevelopment Plan, Part I. Redevelopment and Implementation Strategy, July 29, 2010.

opportunities for future development. This action also authorized the next steps necessary to implement zoning on the portions of the site identified for industrial development.

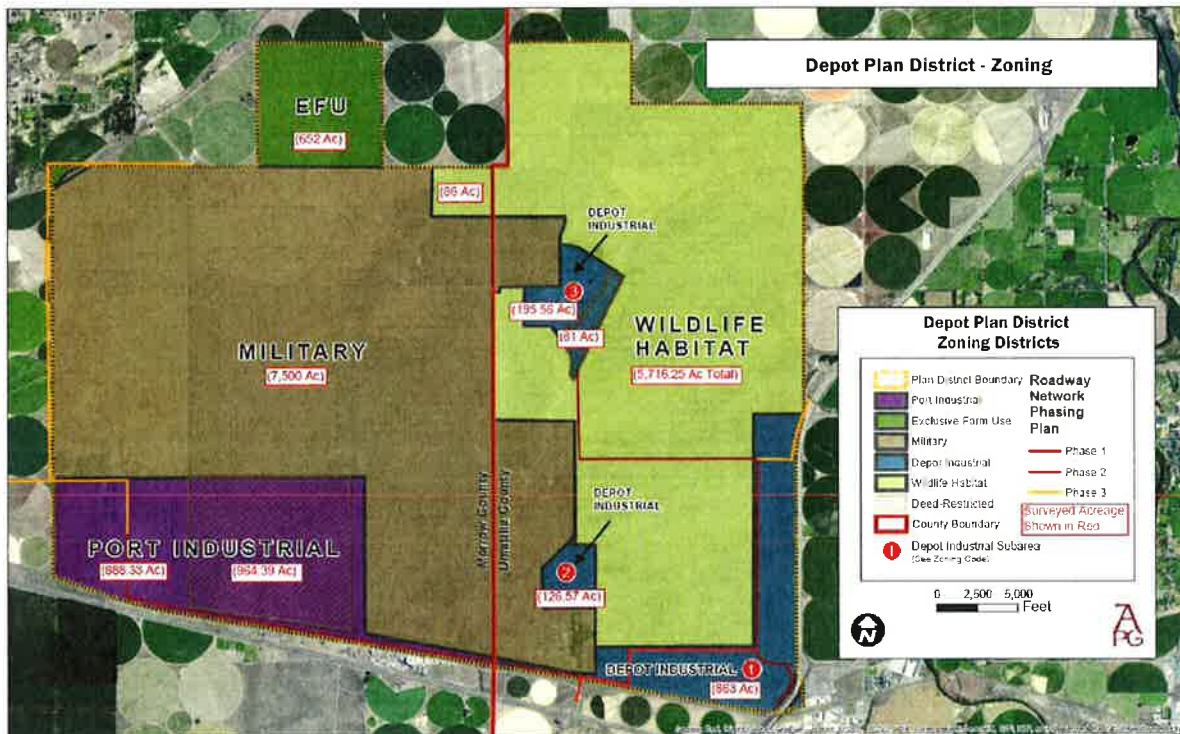
The LRA action represented the culmination of more than twenty years of planning activity to transition the Umatilla Army Depot away from military operations towards a more comprehensive use of the property. Planning for the Depot has consistently emphasized three overarching goals for future use of the site:

- Military Reuse (accommodating the needs and plans of the Oregon National Guard)
- Environmental Preservation (with a special emphasis on the shrub-steppe habitat)
- Economic Development (job creation)

Both Morrow County and Umatilla County worked together to develop a consolidated reuse / land use plan for the entire Depot site. Land use recommendations and findings were developed in a single, consolidated report covering both counties. Both counties then adopted ordinances to implement the plan and zoning designations for the portions of the Depot site under their respective jurisdiction. The adoption included exceptions to Statewide Planning Goals 11 and 14, comprehensive plan and zoning designations for the Depot property and amendments to zoning ordinances.

Figure 2 illustrates the zoning designations adopted with the Army Depot Plan District as part of the Morrow and Umatilla County Comprehensive Plans. Umatilla County adopted the Army Depot Plan District findings and recommendations in July, 2014 (Ordinance 2014-06).

Figure 2: Umatilla Army Depot Plan District - Adopted Zoning



The Umatilla Army Depot Local Reuse Authority has subsequently transitioned to the Columbia Development Authority (CDA). The CDA is now responsible for overseeing the transition of the Depot property from federal to local ownership and planning and development activities related to future use of the Depot property. The transition of Depot property from federal to local ownership is expected to occur by the end of 2017.

### **Sewer Service to the Army Depot Property**

It's within this context that the CDA is looking to ready the Depot property for future development opportunities in-line with the land use direction adopted locally and acknowledged by the State of Oregon in the Army Depot Plan. One of the steps needed to advance the planning for future uses on the Depot property is the provision of sanitary sewer service to the site to serve the 760 to 1,075 future employees forecasted for the property in 2035<sup>2</sup>.

The Depot has an existing localized sewage treatment system that was previously used by the military facilities on the site. That system is limited to the cantonment area of the site, where administrative and housing facilities were located – the portion of the site that will remain in military use under Oregon National Guard management. The system was not designed to handle industrial effluent, and it is not feasible to renovate and expand the existing system to serve that purpose.<sup>3</sup> With existing sewer facilities from the City of Umatilla located 2.6 miles (as the crow flies) to the Depot site, and the ability of the City's sewer system to efficiently handle the projected wastewater flows from the Depot, providing sewer service to the Depot from the City of Umatilla represents an orderly and efficient arrangement of public facilities and services, consistent with Statewide Planning Goal 11.

## **GOAL 11 (PUBLIC FACILITIES) GOAL EXCEPTION JUSTIFICATION**

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### **Reasons for the Exception**

#### **Summary of Applicable Criteria**

Although an exception to Goals 11 and 14 has already been adopted for the Depot itself, allowing urban public facilities and services on the Depot site, an exception to Statewide Planning Goal 11 is needed in order to allow the extension of sewer lines from the City of Umatilla Urban Growth Boundary (UGB) to the Depot.

OAR 660-011-0060(2) prohibits a local government from extending sewer lines to serve land outside a UGB except under limited circumstances, or when the standards for a Goal 11 exception can be met. The permissible reasons to extend service outside a UGB include, but are not limited to:

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<sup>2</sup> Interchange Area Management Plan, I-84/ Army Depot Access Road, Technical Appendix, August 2014

<sup>3</sup> U.S. Army Umatilla Chemical Depot Base Redevelopment Plan, Umatilla Army Depot Reuse Authority, August 2010, Section A, Part II: Section 2.3, pages 24-25.

- serving lands inside a nearby UGB or unincorporated community<sup>4</sup>; and
- serving “land that, by operation of federal law, is not subject to statewide planning Goal 11,”<sup>5</sup> which includes federal land and tribal land.

The standards in OAR 660-004-0020(2) also get at the justification for the Goal exception:

*(a) "Reasons justify why the state policy embodied in the applicable goals should not apply." The exception shall set forth the facts and assumptions used as the basis for determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land;*

The key tests under OAR 660-004-0020(2)(b) are whether the use (or, in this case, the facility) can be reasonably accommodated in an area that does not require a new exception, and whether the proposed use can reasonably be accommodated without the provision of the proposed public facility or service.

The Land Use Board of Appeals (LUBA) opinion in *Debby Todd v. City of Florence* stated that:

*Under both OAR 660-004-0022(1) and 660-011-0060(9), the city is free to identify reasons other than those set out in the rules that “justify why the state policy embodied in the applicable goals should not apply.” If the local government takes that approach, then the catch-all criteria at OAR 660-004-0022(1)(a)—(c) do not apply, and there is no requirement to evaluate the “proposed use or activity.”<sup>6</sup>*

Thus, OAR 660-004-0022(1)(a)—(c) are not applicable here.

## Findings

Under the current federal ownership, the land is not subject to Goal 11 (because federally-owned property is not subject to Oregon’s statewide planning goals), and thus is clearly covered under OAR 660-011-0060(9)(b). However, the base is expected to transfer out of federal ownership within the year.

Because an exception to Goal 11 has already been approved for the Depot that would allow on-site development of urban-scale sewer facilities, the proposed sewer pipe will still be connecting two areas where sewer facilities are permitted under Goal 11, as allowed under OAR 660-011-0060(9)(b) and OAR 660-011-0060(3)(B). In *Debby Todd v. City of Florence*, LUBA held that:

*The policy underlying Goal 11 seems little offended by allowing a single sewer system to serve two adjoining areas that each have the legal right and practical ability to develop*

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<sup>4</sup> OAR 660-011-0060(3)(B)

<sup>5</sup> OAR 660-011-0060(9)(b)

<sup>6</sup> LUBA No. 2006-068, page 17.

*urban uses and urban-level sewer facilities, notwithstanding that one area is within a UGB and the other outside the UGB.*<sup>7</sup>

Given the *Debby Todd v. City of Florence* decision, providing a sewer connection from within a UGB to a nearby area outside the UGB but also authorized for urban sewer service as a result of prior goal exceptions is an appropriate reason to justify an exception to Goal 11 for the extension of sewer service to the Depot.

The LUBA decision in *Debby Todd v. City of Florence* also suggests that it is not necessary to demonstrate that it is unreasonable to provide separate sewer treatment facilities for adjacent areas, each of which is authorized for urban sewer service, rather than to serve them with a single system. However, the rationale and justification for extending sewer from the City of Umatilla rather than treating sewer on-site at the Depot is given below.

As described in the background, the Depot has an existing localized sewage treatment system that was used by the military facilities on the site. An Infrastructure Assessment done as part of creating a redevelopment plan for the Depot included the following key findings:

*The Depot facility sanitary waste water system is a localized system. It consists of a combination of localized [Imhoff] septic tanks and drain fields. ... The system is capable of handling the current exiting [sic] load but may not be capable of handling significant changes in capacity if needed by reuse alternatives.*<sup>8</sup>

*The system seems to be adequate at the current loading density, ... but would very likely not tolerate a significant influx of industrial components to the waste stream.*<sup>9</sup>

*Renovation and expansion of the current sanitary waste systems, other than required maintenance and permitting work, would not be considered economically or functionally feasible due to the age of the Imhoff systems. Other local septic systems on the facility should likely not be expanded beyond their current design loading in order to maintain compliance with standards in place when they were installed.*<sup>10</sup>

*Should the population of the facility significantly increase or industrial or process systems installed at the facility, a new sanitary sewer treatment facility, with new transfer piping and infrastructure would be recommended. A new system could be sized to handle all Umatilla depot loading, as well as to handle potential expansion from other sources. This would be the most flexible and most costly option, but would provide a sanitary waste system for the long term, instead of a limited use of the present system.*<sup>11</sup>

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<sup>7</sup> LUBA No. 2006-068, page 21.

<sup>8</sup> U.S. Army Umatilla Chemical Depot Base Redevelopment Plan, Umatilla Army Depot Reuse Authority, August 2010. Section A, Part II: Section 2.3, page 7.

<sup>9</sup> Ibid, page 24.

<sup>10</sup> Ibid, page 25.

<sup>11</sup> Ibid, page 25.

In addition to the infeasibility of renovating or expanding the existing on-site treatment system to serve industrial uses, there are groundwater concerns in the area. The Army Depot property, including the industrial lands proposed to be served by the municipal wastewater line, is located within the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). The LUBGWMA was designated by the Oregon Department of Environmental Quality (DEQ) in 1990 due to the high nitrates in the groundwater. Many areas within the LUBGWMA exceed federal drinking water standards for nitrate. The comprehensive report leading up to the GWMA designation identified five sources of contamination. One source was, and continues to be, nitrates leached from underground septic systems. This is noteworthy in this case because the proposed municipal wastewater line would be the only alternative to septic disposal for future development of the industrial lands. In other words, if the municipal line does not dispose of wastewater, future development would be served by numerous on-site septic systems. For some 20 years, a local committee, together with the DEQ staff, have worked to implement an Action Plan designed to remediate the high levels of nitrates. The progress is very slow. Steps are small and incremental. Allowing the Army Depot lands to be served by a municipal system and therefore avoiding further groundwater contamination from additional, new septic system contamination, will go a long way to foster the goal of minimizing nitrate contribution to the groundwater in the area.

Given the difficulties of upgrading the existing on-site facilities to serve the planned (and acknowledged) industrial uses on the property, the groundwater concerns in the area, and the costs associated with constructing an entirely new sewer treatment facility, the CDA approached the City of Umatilla to determine whether it would be feasible to extend City sewer service to the site. The City has indicated that it has adequate capacity to serve the planned land uses at the Depot:<sup>12</sup>

*The City has reviewed the potential industrial area and zoning within the CDA and flow projections developed for Camp Umatilla by the Oregon National Guard undergoing Goal 11 exception. The City's key sewer facilities have the ability and capacity to accept wastewater from the CDA and from the Oregon National Guard (Camp Umatilla).*

*Further, as a public entity, the City has the managerial and technical capacity to manage the wastewater generated from this area in accordance with State rules and regulations.*

The City identified a suitable connection point roughly 2.6 miles away from the Depot (as the crow flies), and several potential alignments for a new sewer line.

The land between the Umatilla City limits and the Depot is zoned EFU. There is no reasonable route between the two that would not require a new exception. (See Figure 3.)

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<sup>12</sup> Letter from Russell Pelleberg, City of Umatilla City Manager, dated March 15, 2017.





Figure 4: Proposed Sewer Alignment, Alternative Alignments Considered, and Lineal Feet of Pipe Outside the UGB by Alternative



## CDA PROPOSED SEWER ALIGNMENTS

### Legend

- |  |   |
|--|---|
|  Depot Area in Umatilla County  | <b>Proposed Alignments</b>  |
|  Umatilla City Limits           |  All Routes Inside UGB |
|  Umatilla Urban Growth Boundary |  Final Route           |
|  Streets                        |  I-82 Route            |
|  |  Radar Road Route      |
|  |  Potato Lane Route     |

Miles  
 0 0.25 0.5 1 1.5



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

## Alternatives Evaluation

### Summary of Applicable Criteria

The exception requirements in OAR 660-004-0020 and OAR 660-004-0022 are written primarily for the justification of a new land use that is not allowed under the Goals, rather than for the extension of a public facility where no change to allowed land uses is proposed and where the facility itself will not enable a type or intensity of use that is not already permitted. LUBA found in *Debby Todd v. City of Florence* that:

*(1) the criteria in OAR 660-004-0020(2)(b)—(d) apply to the proposed Goal 11 exception, (2) those criteria require some evaluation of the “proposed use,” (3) the “proposed use” and the public facilities established or extended pursuant to a Goal 11 exception are different things that must be separately evaluated, and (4) in the context of a Goal 11 exception to establish or extend public facilities to serve proposed development, such development must be evaluated under the criteria in OAR 660-004-0020(2)(b)—(d) as the “proposed use,” even if that use does not itself require a goal exception.<sup>13</sup>*

The uses on the Depot site have already been evaluated under OAR 660-004-0020(2)(b)—(d) as part of the justification of the exceptions to Goal 11 and 14 adopted by Umatilla County in 2014. As no change to the uses is proposed as part of this goal exception, those findings remain valid and need not be repeated.

The *Debby Todd v. City of Florence* case does not explicitly state whether the portions of the rule that reference the “proposed use” (rather than a proposed facility or service) should also be applied to the proposed public facility for a proposal for a Goal 11 exception only that does not include a goal exception for uses. It implies that “proposed use” should be read literally as only referring to uses and not facilities. However, because the case is not clear on this point, we have provided that evaluation below for OAR 660-004-0020(2)(c)—(d). (OAR 660-004-0020(2)(b) is addressed in the previous section.)

OAR 660-004-0020(2)(c) requires demonstration that:

*The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site.*

Many of the specific considerations listed in OAR 660-004-0020(2)(c) are not applicable to a goal exception for an underground pipe that will have little impact on the use of land at the surface level; however, the intent that the selected alternative not have impacts that are “significantly more adverse” than other locations that also require an exception is assumed to be relevant here.

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<sup>13</sup> LUBA No. 2006-068, page 12.

OAR 660-004-0020(2)(d) requires that:

*"The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts." The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices. "Compatible" is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.*

## Findings

Findings regarding the proposed uses to be served by the sewer line extension were previously adopted and acknowledged in Umatilla County's Comprehensive Plan, Chapter 18, and are incorporated by this reference. The following findings address the sewer line extension itself.

Several alternative alignments were considered in selecting proposed alignment. The proposed alignment and alternative alignments considered are shown on Figure 4. The exception applies to the sewer pipe alignment shown in green as "Final Route" on Figure 4. The length of the alignment that extends outside the City of Umatilla UGB to the Depot property is 17,146 feet, as shown on Figure 4.

The "I-84 Route" was dismissed because it is significantly longer than the other alternatives, making it less efficient. The "Radar Road" and "Potato Lane" routes were dismissed because they have greater impacts to active farm operations on private property than the preferred alignment. The proposed alignment remains within or abutting the City of Umatilla UGB for as long as possible before crossing into EFU zoning. It was selected as the least impactful to farm operations while maintaining an efficient route. Of the portion of the alignment outside the City of Umatilla UGB, 7,856 linear feet are within the public right of way of Powerline Road. The portion that crosses private land (roughly 9,290 linear feet) avoids irrigated areas and aligns with an existing farm vehicle pathway between fields. This portion will be contained within an easement up to 40 feet in width.

In negotiating the details of the easement and sewer line construction with the property owner, the City of Umatilla is committed to include measures to further minimize disruptions to farm operations, such as timing construction to avoid disturbing crops, planting, and harvest activities; providing on-going access rights for the property owner to ensure the ability to continue existing farm uses within the easement; and constructing the line underground at a depth that will avoid impact to farming operations.

This demonstrates that the proposed facility will be compatible with the adjacent farm uses.

- **Environmental consequences:** The proposed alignment does not affect any significant natural resources. The environmental consequences of the sewer extension are anticipated to be minimal. It also avoids a small drainageway (visible in the aerial photograph in Figure

4) that would be crossed by some of the alternatives considered. There are no known significant Goal 5 resources along the proposed route.

- **Social consequences:** The extension of the sewer line is not anticipated to have any social impacts in any of the alternatives considered.
- **Economic consequences:** The cost of the sewer extension and any needed improvements to the existing system to accommodate the additional wastewater flows will be funded by the CDA, so there will not be an economic impact to the City of Umatilla. Keeping costs low will facilitate development at the Depot, which will have a positive economic impact on the broader area, as discussed in the findings for the goal exception for the Depot itself. The property owner whose land will be the subject of the easement will be compensated for the value of the easement, ensuring a neutral or positive economic impact to the property owner.
- **Energy consequences:** By minimizing the length of the pipe relative to other alignments, the proposed alignment minimizes the resources and energy required for installation of the sewer line.

This demonstrates that the proposed alignment is does not have significantly more adverse impacts than other potential alignments.

## Limitation of Uses

### Applicable Criteria

A key requirement under OAR 660-011-0060(9) is that “the local government adopts land use regulations that prohibit the sewer system from serving any uses or areas other than those justified in the exception.”

OAR 660-004-0018(4) includes a similar but more general requirement that:

*(a) When a local government takes an exception under the "Reasons" section of ORS 197.732(1)(c) and OAR 660-004-0020 through 660-004-0022, plan and zone designations must limit the uses, density, public facilities and services, and activities to only those that are justified in the exception.*

### Findings

The land where the proposed sewer line will be located is and will remain zoned EFU, which precludes urban development. In addition, the following policy is proposed to be included in the Comprehensive Plans of both the City of Umatilla and Umatilla County, as part of this Goal exception:

*As long as the Umatilla Army Depot property included in the adopted Army Depot Plan District remains outside of the City of Umatilla’s urban growth boundary, only those uses*

*permitted in the Umatilla County and/or Morrow County Comprehensive Plan Goal exceptions for the Depot property shall be allowed to connect to the City's sewer system.*

With this policy, the extension of a sewer line between the City of Umatilla UGB and the Umatilla Army Depot exception area meets the requirement that the sewer facility justified in this exception will only be used for the purpose justified in this exception, and will only serve the uses that have been justified in the prior Goal exception for the Depot property.

## **Conclusion**

The findings above demonstrate that the City of Umatilla has justified an exception to Goal 11 to extend sewer service to the Umatilla Army Depot site, which has acknowledged exceptions to Goals 11 and 14. The proposed sewer line will have minimal impacts to land use, farm operations, and the environment, and will be limited to serving the approved and acknowledged uses on the Depot site. The City is willing to extend the line, and has adequate capacity to serve the planned uses at the Depot. The Goal exception meets all requirements contained in State law and administrative rules.



# City of Umatilla

700 6<sup>th</sup> Street, PO Box 130, Umatilla, OR 97882  
City Hall (541) 922-3226 Fax (541) 922-5758

March 15, 2017

To: Frank Angelo  
Angelo Planning Group  
921 SW Washington Street, Suite 468  
Portland, OR 97205

Mr. Angelo,

The City has reviewed the potential industrial area and zoning within the CDA and flow projections developed for Camp Umatilla by the Oregon National Guard undergoing Goal 11 Exception. The City's key sewer facilities have the ability and capacity to accept wastewater from the CDA and from the Oregon National Guard (Camp Umatilla).

Further, as a public entity, the City has the managerial and technical capacity to manage the wastewater generated from this area in accordance with State rules and regulations.

Please let me know if you have any further questions.

Sincerely,

A handwritten signature in blue ink that reads "Russell W. Pelleberg".

Russell W. Pelleberg  
City Manager  
City of Umatilla, OR 97882  
541-922-3226

**ORDINANCE NO. 828**

**AN ORDINANCE AMENDING THE CITY'S COMPREHENSIVE LAND USE PLAN BY ADOPTING AN EXCEPTION TO STATEWIDE GOAL 11 TO ALLOW THE EXTENSION OF THE CITY'S EXISTING SEWER SYSTEM TO SERVE PROPERTY LOCATED OUTSIDE OF THE URBAN GROWTH BOUNDARY**

**WHEREAS**, the City of Umatilla's Comprehensive Land Use Plan was codified, reformatted and re-adopted as Ordinance No. 779 on January 8, 2013; and

**WHEREAS**, the Columbia Development Authority desire to develop a sewer line extension from the City of Umatilla to the Umatilla Army Depot; and

**WHEREAS**, an exception to Statewide Planning Goal 11 'Public Facilities and Services' is required in order for the City to legally extend sewer service to any specific property outside of the City's urban growth boundary; and

**WHEREAS**, The City of Umatilla made application for a comprehensive plan amendment under application PA-2-18 for a Goal 11 Exception to extend sewer service to the Umatilla Army Depot; and

**WHEREAS**, the Planning Commission held a public hearing on March 27, 2018 to consider the exception to Goal 11, as proposed under PA-2-18 and its required inclusion as part of the City's Comprehensive Plan, and recommended approval to the City Council; and

**WHEREAS**, the Umatilla City Council conducted a public hearing on May 1, 2018 to consider the Planning Commission's recommendation for application PA-2-18 and adopted the Planning Commission's findings and conclusions as its own in approving the application, as contained in the *Umatilla City Council Report and Decision for Plan Amendment PA-2-18*.

**NOW THEREFORE, THE CITY OF UMATILLA DOES ORDAIN AS FOLLOWS:**

Section 1. The Umatilla City Council does hereby adopt the findings and conclusions recommended by the City Planning Commission as its own in support of this amendment to the Umatilla Comprehensive Plan and Zoning Map, as contained in the *Umatilla City Council Report and Decision for Plan Amendment, PA-1-18*.

Section 2. The Umatilla City Council does hereby amend Ordinance No. 779 by adopting the Goal 11 Exception proposed in application PA-2-18 and including it in the City's Comprehensive Plan, as attached hereto as Exhibit A.

**ADOPTED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Council members voting yes: \_\_\_\_\_

\_\_\_\_\_

Council members voting no: \_\_\_\_\_

Absent Council members: \_\_\_\_\_

Abstaining Council members: \_\_\_\_\_

\_\_\_\_\_

And **SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Daren Dufloth, Mayor

ATTEST:

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



**EXHIBIT A**

**Bolded** language proposed to be added; Bracketed [ ] language proposed for deletion by application PA-2-18

CHAPTER 11  
GOAL 11: PUBLIC FACILITIES AND SERVICES

SECTION 11.0 PUBLIC FACILITIES AND SERVICES GOAL

To coordinate and arrange for the provision of public facilities and services in an efficient, orderly, and timely manner.

SECTION 11.1 PUBLIC FACILITIES AND SERVICES BACKGROUND AND DISCUSSION

11.1.100 MUNICIPAL WATER

The City of Umatilla has three wells as the source of its water supply: one in the McNary area and two near the central part of the City. Supply of the City water system is summarized as follows:

Table 11.1-1 Existing Umatilla City Water Supply Sources

Well	GPM	Storage
McNary Area	2500*	.125 MG
City of Umatilla	1350**	.65 MG

Note: GPM = gallons per minute; MG = million gallons

\* CH<sub>2</sub>M-Hill, Community Impacts of Alumax, p. 135.

\*\* *Ibid.*, p. 135.

The water system is also broken down into three service areas. One is the lower elevations (below elevation 389) of the City and the second is near the existing reservoirs between elevations 389 and 491. The third service area is at McNary and is served by elevated storage.<sup>1</sup>

The determination of demand is based on water metering records from 1972-1975 for Umatilla and McNary. Combining these system demands for the maximum year (1974-1975) gives the following results:<sup>2</sup>

- The annual average demand is 596,550 gpd
- The annual average demand per capita is 445 gallons per capita per day (gpcd)
- The maximum day demand is estimated at 1,547 gpcd

Based on the maximum day demand of 1,547 gpcd, the existing water system could support approximately 3,584 people on a maximum demand day.

<sup>1</sup> CH<sub>2</sub>M-Hill, City of Umatilla Water System Study, p. 31.

<sup>2</sup> *Ibid.*, p. 7.

**EXHIBIT A**

A more complete analysis and inventory of the municipal water system is available at the City Hall in the Umatilla Water System Study, 1977.

The problems associated with supplying water to Umatilla and the surrounding area have been examined in several reports during the past few years. These reports have included: Regional Water System Feasibility Study, 1974, and Ground Water Conditions and Declining Water Levels in the Butter Creek Area, 1975. All three reports discuss the declining groundwater resource and mention the possibility of obtaining water from the Columbia River.

11.1.110 *Municipal Water Needs*

A supplement to the City of Umatilla Water System Study recommended that a hydro-geological survey be conducted to ascertain the feasibility of a Ranney Collector. The quality of water that could be obtained by this method was found to be unsuitable. Development of a new deep well began in 1978 and appropriation of Columbia surface water is being explored. Appropriation of water from the Columbia River has been requested from the State Water Resources Department in the form of a water right application for municipal use. Currently, there are no limitations on the quantity of water that could be appropriated from this source.

Future growth and development of the City will require not only additional water supply, but also additional storage capacity. The facilities presently planned for will support a population of approximately 14,000 people, and commensurate commercial/industrial growth. If the per capita water consumption can be reduced, the system would support a higher population. The present water storage facility, located on the south hills, limits future development to elevations below 491 unless pumping is employed. Storage facilities under construction will be located at 500 and 650 foot elevations. Pumping will be continued to allow development of the south hills consistent with the Comprehensive Plan. The development of new water storage facilities near Bensel and Power Line Roads has been discussed (see *Figure 11.1-1*). Water distribution is being increased as part of the reservoir construction.

11.1.200 *SANITARY SEWER*

The Umatilla Sewage Treatment Plant, constructed in 1952, was treating .17-.18 MGD during 1976 with a capacity of .25 MGD which is 72% capacity. Based on these figures, the plant treats .82 gpcd, and at this rate would be able to support approximately 3,048 people. At the current rate of growth for the City of Umatilla, sewage treatment plant capacity became a limiting factor to area growth during 1977.

Additional inventories of the sanitary sewer system can be found in the City of Umatilla Facilities Plan, 1977. A new sewage treatment plant is currently under design with local funding. The new plant will occupy approximately 6.5 acres at the present plant location. The capacity of the new plant will be approximately 10,000 people with additional area for plant expansion. System improvements considered in the facilities study include collectors and interceptors out to Power City and out Power Line Road (see *Figure 11.1-1*). Note: Detailed development plans for water and sewer are available at the City Hall.

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11.1.299 *Exception Areas Served by Sanitary Sewer*

Goal 11 attempts to prevent urban sprawl by prohibiting cities from extending sewer service outside of their urban growth boundaries. As implemented under Oregon Administrative Rules (OAR) Chapter 660, Division 11 however, Goal 11 allows a use or property outside of an urban growth boundary to be served by an existing sanitary sewer system when reasons justify why the Goal should not apply to a use or property and the standards for an exception are met.

A. Exception Area #1 – CTUIR Trust Property

The United States Government owns a largely triangular-shaped property outside of the City of Umatilla's urban growth boundary held in trust for the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). This trust property is identified as tax lot 500 in Section 7, Township 5 North, Range 29 East, W.M. and is adjacent along its west and south boundaries to property within the city limits. The property is approximately 195.23 acres in size and was acquired by the CTUIR in 1993 from The Trust For Public Land, a nonprofit California public benefit corporation. The CTUIR conveyed the property to the United States Government in 1999 pursuant to Section 5 of the Indian Reorganization Act of June 18, 1934, to be held in trust for the CTUIR. A relatively narrow strip of land adjacent to the north that once accommodated a portion of the Union Pacific Railroad's rail line, but has since been converted to trail use, separates the CTUIR's property from the Columbia River to the north.

The CTUIR subsequently planned and zoned the off-reservation property for industrial use. The property is also identified on Umatilla County's Comprehensive Plan map as being industrial and is zoned Heavy Industrial (HI) by the County. Umatilla County notes in its Comprehensive Plan that,

Although the Indian Trust Land designation excludes it from the County Comprehensive Plan and Development Code jurisdiction, the County must identify it in its Plan and Plan Map for future use should ownership change and it becomes a private land holding.

The CTUIR is actively promoting the property for industrial use; however, for all practical intents and purposes, the property is landlocked. To address this problem, the CTUIR is working with the Oregon Department of Corrections (DOC) and the City of Umatilla to extend a new street to the CTUIR's property across property currently owned by the DOC. The new street will contain all needed utilities, including sewer, to serve not only the CTUIR's property outside the City's urban growth boundary, but also the adjacent property owned by the DOC and the adjacent industrial-zoned properties inside the city limits owned by the Port of Umatilla. When completed to the City's standards, ownership and maintenance of the new street, sewer and water utility lines will be transferred to the City of Umatilla.

OAR 660-011-0060(9), in part, authorizes a local government to extend its existing sewer system to serve a use or property outside of its urban growth boundary "provided the standards for an exception have been met;" the standards for an exception are contained under OAR 660-004-0020(2)(a)-(d). OAR 660-004-0020(2)(a) requires appropriate reasons to justify a goal exception; OAR 660-004-0022 identifies nonexclusive reasons that may be used to justify certain types of uses including the reason in OAR 660-011-0060(9)(b) which recognizes "[t]he extension of an

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existing sewer system [that] will serve land that, by operation of federal law, is not subject to statewide planning Goal 11 and, if necessary, Goal 14.” In addition to authorizing a local government to extend its existing sewer system to serve a use or property outside of its urban growth boundary as described above, OAR 660-011-0060(9) also requires the local government to adopt land use regulations that “prohibit the sewer system from serving any uses or areas other than those justified in the exception.”

OAR 660-011-0060(9)(b) provides an appropriate reason that, when supported by facts may authorize an exception to Goal 11 that would allow the City of Umatilla to provide sewer service to the CTUIR’s trust property if the exception requirements under OAR 660-004-0020(2)(a) – (d) are also met. The United States Government holds title to the property in trust for the CTUIR. Federally-owned property is not subject to Oregon’s statewide planning goals or to Oregon’s property tax system. Oregon’s statewide planning goals, including Goal 11 and Goal 14, are not, by operation of the Supremacy Clause under Article VI, Section 2 of the U.S. Constitution, whether express or implied, applicable or enforceable to any development on the CTUIR’s trust property. The provision under OAR 660-011-0060(9)(b) was adopted by the Land Conservation and Development Commission (LCDC) in 2008 in an attempt to address the Land Use Board of Appeals’ (LUBA) concerns in *Debby Todd v. City of Florence*, LUBA No. 2006-068, in which LUBA acknowledged the extremely awkward situation faced by the City of Florence in its attempt to justify an extension of that city’s existing sewer system to serve a proposed development on land owned by the United States and held in trust for the Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians located outside of that city’s urban growth boundary.

While the application of OAR 660-011-0060(9)(b) in demonstrating an appropriate reason in meeting the reasons justification required under OAR 660-004-0020(2)(a) and 660-004-0022 is clear, the extent to which it satisfies the requirements under OAR 660-004-0020(2)(b) through (d) requires a more detailed explanation. In *Debby Todd v. City of Florence*, LUBA distinguished the “use” and “proposed use” between the extension of the City’s sewer system and the proposed development the sewer system extension was intended to serve in relation to the rule requirements. As the City of Umatilla understands the exception requirements under OAR 660-004-0020(2)(b) – (d) prior to *Debby Todd v. City of Florence*, an analysis of these requirements would have been necessary for the “proposed use,” the same as for a Goal 14 exception, in order to justify a Goal 11 exception to extend sewer service to land that did not require a Goal 14 exception. However, OAR 660-011-0060(9)(b) specifically excludes the need to address Goal 14 when it references land outside an urban growth boundary to be served by the extension of an existing sewer system “that, by operation of federal law, is not subject to statewide planning Goal 11, and if necessary, Goal 14” [emphasis added]. LCDC’s adoption of OAR 660-011-0060(9)(b) eliminated the need to conduct an “alternative areas” analysis for a Goal 11 exception in order to justify a “proposed use” on federally-owned land. OAR 660-011-0060(9)(b) effectively renders OAR 600-004-0020(2)(b) and (c) inapplicable to a Goal 11 exception on federally-owned land because both of those would otherwise require an “alternative areas” analysis to justify a “proposed use” on that land. This contention is supported in *Debby Todd v. City of Florence* by LUBA when it argued,

The policy underlying Goal 11 seems little offended by allowing a single sewer system to serve two adjoining areas that each have the legal right and practical ability to develop urban uses and urban-level sewer facilities, notwithstanding that one area is within a UGB and the other outside the UGB.

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OAR 660-011-0060(9)(b) renders OAR 660-004-0020(2)(d) inapplicable as well, but for a somewhat difference reason. Under typical circumstances where OAR 660-004-0020(d) applies, this rule requires that “[t]he proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.” To some extent, the City is agreeable to extending its sewer system to serve industrial uses on the CTUIR’s trust property because the property is bordered on two sides by industrially-zoned land inside the city limits that allow industrial uses similar to those proposed by the CTUIR. Uses permitted in the City of Umatilla’s Heavy Industrial (M2) Zone are similar to those allowed industrial uses as described in the CTUIR’s Land Development Code. Both the CTUIR and the City of Umatilla require site plan review and approval to ensure that all uses permitted in their respective industrial zones will meet minimum development standards, which also provides some level of compatibility between uses.

However, the CTUIR could choose to develop the property with any other type of non-industrial use or uses, and the City would have no recourse to address the compatibility of those uses with existing or permitted uses on the adjacent industrial land inside the city limits, other than to not agree to serve those uses with the City’s existing sewer system. OAR 660-011-0020(d) recognizes, through the inclusion of the language “. . . and if necessary, Goal 14,” that the City does not have the authority to adopt “measures” regulating uses on the CTUIR’s property to “render” those uses compatible or even to “reduce adverse impacts” from those uses. The limitation on serving only those uses proposed and approved to connect to the sewer system provides the only effective means to ensure some level of compatibility with other adjacent uses.

The CTUIR proposes to use the property for industrial use with specific uses, for purposes of meeting the use limitation requirement under OAR 660-011-0060(9)(b), being limited to those industrial uses permitted in the Tribes’ Land Development Code. As previously mentioned, the CTUIR’s trust property is adjacent to large tracts of heavy industrial zoned land inside the city limits adjacent to the west and south. The adjacent property to the west contains the Two Rivers Correctional Institution (TRCI) while the adjacent property to the south is undeveloped.

In order to ensure that only those areas for which the Goal 11 exception has been taken will be served by the extension of the City’s existing sewer system, the City of Umatilla will include the following policy in its Comprehensive Land Use Plan under Section 11.5, the ‘Public Facilities and Services Policies’ section of the Goal 11 element of the Plan:

Policy: 11.5.104 As long as the CTUIR’s trust property identified as tax lot 500 in Section 7, Township 5 North, Range 28 East, W.M. remains outside of the City of Umatilla’s urban growth boundary, only those industrial uses permitted in the CTUIR’s Land Development Code shall be allowed to connect to the City’s sewer system.

In summary, the City of Umatilla has expressed its willingness to extend a sewer line approximately one-half mile beyond its city limits and urban growth boundary to serve a 195.23-acre property owned by the United States Government held in trust for the Confederated Tribes of the Umatilla Indian Reservation. The fact that the property is owned by the United States Government and is held in trust for the CTUIR does not alter the non-applicability status of the

**EXHIBIT A**

statewide planning goals to the property. The sewer line will be placed within a new road created to provide access to the property; both the road and sewer line will be designed to serve other industrial properties adjacent to the west and south that are already in the urban growth boundary and city limits. The City has found the requirements for a Goal 11 exception to be met, largely through LCDC's adoption of OAR 660-011-0060(9)(b) which provided an appropriate reason to justify a Goal exception and obviated the need to conduct alternative areas analyses to justify the uses proposed for the CTUIR trust property. The City adopted an appropriate policy to limit the uses on the CTUIR's trust property that are allowed to connect to the City's sewer system to those justified through the exception which are those industrial uses permitted in the Tribes' Land Development Code. The City believes that extension of the sewer line to serve the CTUIR trust property and the other industrially-zoned land within the urban growth boundary will help to create jobs and provide other positive economic impacts for the community and CTUIR.

**B. Exception Area #2 – Umatilla Army Depot**

**The Umatilla Army Depot (Depot) is a unique facility and land use in the State of Oregon. Established more than seventy years ago by the U.S. Army, the Depot site encompasses approximately 17,000 acres spanning Morrow and Umatilla Counties. There are 1,411 Army owned structures that total approximately 3.5 million square feet on the Depot site. Due to its Federal ownership, the Depot was not zoned by Morrow and Umatilla Counties and was not subject to Oregon's land use planning program in the 1980's, at the time other lands in Oregon were so acknowledged by the Land Conservation and Development Commission.**

**On May 14, 2013 the Umatilla Army Depot Local Reuse Authority (LRA) endorsed an economic development and land use strategy for future industrial and employment uses at the Umatilla Army Depot in anticipation that the property would transition away from military operations. This action acknowledged the unique attributes of the Depot site within the context of the regional economy and opportunities for future development. This action also authorized the next steps necessary to implement zoning on the portions of the site identified for industrial development.**

**The LRA action represented the culmination of more than twenty years of planning activity to transition the Umatilla Army Depot away from military operations towards a more comprehensive use of the property. Planning for the Depot has consistently emphasized three overarching goals for future use of the site:**

- **Military Reuse (accommodating the needs and plans of the Oregon National Guard)**
- **Environmental Preservation (with a special emphasis on the shrub-steppe habitat)**
- **Economic Development (job creation)**

**Both Morrow County and Umatilla County worked together to develop a consolidated reuse / land use plan for the entire Depot site. Land use recommendations and findings were developed in a single, consolidated report covering both counties. Both counties then adopted ordinances to implement the plan and zoning designations for the portions of the Depot site under their respective jurisdiction. The adoption included exceptions to**

EXHIBIT A

**Statewide Planning Goals 11 and 14, comprehensive plan and zoning designations for the Depot property and amendments to zoning ordinances.**

**Depot Local Reuse Authority has subsequently transitioned to the Columbia Development Authority (CDA). The CDA is now responsible for overseeing the transition of the Depot property from federal to local ownership and planning and development activities related to future use of the Depot property.**

**It's within this context that the CDA is looking to ready the Depot property for future development opportunities in-line with the land use direction adopted locally and acknowledged by the State of Oregon in the Army Depot Plan. One of the steps needed to advance the planning for future uses on the Depot property is the provision of sanitary sewer service to the site to serve the 760 to 1,075 future employees forecasted for the property in 2035.**

**The Depot has an existing localized sewage treatment system that was previously used by the military facilities on the site. That system is limited to the cantonment area of the site, where administrative and housing facilities were located – the portion of the site that will remain in military use under Oregon National Guard management. The system was not designed to handle industrial effluent, and it is not feasible to renovate and expand the existing system to serve that purpose. With existing sewer facilities from the City of Umatilla located 2.6 miles (as the crow flies) to the Depot site, and the ability of the City's sewer system to efficiently handle the projected wastewater flows from the Depot, providing sewer service to the Depot from the City of Umatilla represents an orderly and efficient arrangement of public facilities and services, consistent with Statewide Planning Goal 11.**

**Although an exception to Goals 11 and 14 has already been adopted for the Depot itself, allowing urban public facilities and services on the Depot site, an exception to Statewide Planning Goal 11 is needed in order to allow the extension of sewer lines from the City of Umatilla Urban Growth Boundary (UGB) to the Depot.**

**OAR 660-011-0060(2) prohibits a local government from extending sewer lines to serve land outside a UGB except under limited circumstances, or when the standards for a Goal 11 exception can be met. The permissible reasons to extend service outside a UGB include, but are not limited to:**

- **servicing lands inside a nearby UGB or unincorporated community; and**
- **servicing "land that, by operation of federal law, is not subject to statewide planning Goal 11," which includes federal land and tribal land.**

**The standards in OAR 660-004-0020(2) also get at the justification for the Goal exception:**

***(a) "Reasons justify why the state policy embodied in the applicable goals should not apply." The exception shall set forth the facts and assumptions used as the basis for***

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*determining that a state policy embodied in a goal should not apply to specific properties or situations, including the amount of land for the use being planned and why the use requires a location on resource land;*

The key tests under OAR 660-004-0020(2)(b) are whether the use (or, in this case, the facility) can be reasonably accommodated in an area that does not require a new exception, and whether the proposed use can reasonably be accommodated without the provision of the proposed public facility or service.

The Land Use Board of Appeals (LUBA) opinion in *Debby Todd v. City of Florence* stated that:

*Under both OAR 660-004-0022(1) and 660-011-0060(9), the city is free to identify reasons other than those set out in the rules that “justify why the state policy embodied in the applicable goals should not apply.” If the local government takes that approach, then the catch-all criteria at OAR 660-004-0022(1)(a)—(c) do not apply, and there is no requirement to evaluate the “proposed use or activity.”*

Thus, OAR 660-004-0022(1)(a)—(c) are not applicable here.

Under the current federal ownership, the land is not subject to Goal 11 (because federally-owned property is not subject to Oregon’s statewide planning goals), and thus is clearly covered under OAR 660-011-0060(9)(b). However, the base is expected to transfer out of federal ownership.

Because an exception to Goal 11 has already been approved for the Depot that would allow on-site development of urban-scale sewer facilities, the proposed sewer pipe will still be connecting two areas where sewer facilities are permitted under Goal 11, as allowed under OAR 660-011-0060(9)(b) and OAR 660-011-0060(3)(B). In *Debby Todd v. City of Florence*, LUBA held that:

*The policy underlying Goal 11 seems little offended by allowing a single sewer system to serve two adjoining areas that each have the legal right and practical ability to develop urban uses and urban-level sewer facilities, notwithstanding that one area is within a UGB and the other outside the UGB.*

Given the *Debby Todd v. City of Florence* decision, providing a sewer connection from within a UGB to a nearby area outside the UGB but also authorized for urban sewer service as a result of prior goal exceptions is an appropriate reason to justify an exception to Goal 11 for the extension of sewer service to the Depot.

The LUBA decision in *Debby Todd v. City of Florence* also suggests that it is not necessary to demonstrate that it is unreasonable to provide separate sewer treatment facilities for adjacent areas, each of which is authorized for urban sewer service, rather than to serve them with a single system. However, the rationale and justification for extending sewer from the City of Umatilla rather than treating sewer on-site at the Depot is given below.



## EXHIBIT A

The Depot has an existing localized sewage treatment system that was used by the military facilities on the site. An Infrastructure Assessment done as part of creating a redevelopment plan for the Depot included the following key findings:

*The Depot facility sanitary waste water system is a localized system. It consists of a combination of localized [Imhoff] septic tanks and drain fields. ... The system is capable of handling the current exiting [sic] load but may not be capable of handling significant changes in capacity if needed by reuse alternatives.*

*The system seems to be adequate at the current loading density, ... but would very likely not tolerate a significant influx of industrial components to the waste stream.*

*Renovation and expansion of the current sanitary waste systems, other than required maintenance and permitting work, would not be considered economically or functionally feasible due to the age of the Imhoff systems. Other local septic systems on the facility should likely not be expanded beyond their current design loading in order to maintain compliance with standards in place when they were installed.*

*Should the population of the facility significantly increase or industrial or process systems installed at the facility, a new sanitary sewer treatment facility, with new transfer piping and infrastructure would be recommended. A new system could be sized to handle all Umatilla depot loading, as well as to handle potential expansion from other sources. This would be the most flexible and most costly option, but would provide a sanitary waste system for the long term, instead of a limited use of the present system.*

In addition to the infeasibility of renovating or expanding the existing on-site treatment system to serve industrial uses, there are groundwater concerns in the area. The Army Depot property, including the industrial lands proposed to be served by the municipal wastewater line, is located within the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). The LUBGWMA was designated by the Oregon Department of Environmental Quality (DEQ) in 1990 due to the high nitrates in the groundwater. Many areas within the LUBGWMA exceed federal drinking water standards for nitrate. The comprehensive report leading up to the GWMA designation identified five sources of contamination. One source was, and continues to be, nitrates leached from underground septic systems. This is noteworthy in this case because the proposed municipal wastewater line would be the only alternative to septic disposal for future development of the industrial lands. In other words, if the municipal line does not dispose of wastewater, future development would be served by numerous on-site septic systems. For some 20 years, a local committee, together with the DEQ staff, have worked to implement an Action Plan designed to remediate the high levels of nitrates. The progress is very slow. Steps are small and incremental. Allowing the Army Depot lands to be served by a municipal system and therefore avoiding further groundwater contamination from additional, new septic system contamination, will go a long way to foster the goal of minimizing nitrate contribution to the groundwater in the area.

EXHIBIT A

Given the difficulties of upgrading the existing on-site facilities to serve the planned (and acknowledged) industrial uses on the property, the groundwater concerns in the area, and the costs associated with constructing an entirely new sewer treatment facility, the CDA approached the City of Umatilla to determine whether it would be feasible to extend City sewer service to the site. The City has indicated that it has adequate capacity to serve the planned land uses at the Depot:

*The City has reviewed the potential industrial area and zoning within the CDA and flow projections developed for Camp Umatilla by the Oregon National Guard undergoing Goal 11 exception. The City's key sewer facilities have the ability and capacity to accept wastewater from the CDA and from the Oregon National Guard (Camp Umatilla).*

*Further, as a public entity, the City has the managerial and technical capacity to manage the wastewater generated from this area in accordance with State rules and regulations.*

The City identified a suitable connection point roughly 2.6 miles away from the Depot (as the crow flies), and several potential alignments for a new sewer line.

The land between the Umatilla City limits and the Depot is zoned EFU. There is no reasonable route between the two that would not require a new exception.

The exception requirements in OAR 660-004-0020 and OAR 660-004-0022 are written primarily for the justification of a new land use that is not allowed under the Goals, rather than for the extension of a public facility where no change to allowed land uses is proposed and where the facility itself will not enable a type or intensity of use that is not already permitted. LUBA found in *Debby Todd v. City of Florence* that:

*(1) the criteria in OAR 660-004-0020(2)(b)—(d) apply to the proposed Goal 11 exception, (2) those criteria require some evaluation of the "proposed use," (3) the "proposed use" and the public facilities established or extended pursuant to a Goal 11 exception are different things that must be separately evaluated, and (4) in the context of a Goal 11 exception to establish or extend public facilities to serve proposed development, such development must be evaluated under the criteria in OAR 660-004-0020(2)(b)—(d) as the "proposed use," even if that use does not itself require a goal exception.*

The uses on the Depot site have already been evaluated under OAR 660-004-0020(2)(b)—(d) as part of the justification of the exceptions to Goal 11 and 14 adopted by Umatilla County in 2014. As no change to the uses is proposed as part of this goal exception, those findings remain valid and need not be repeated.

The *Debby Todd v. City of Florence* case does not explicitly state whether the portions of the rule that reference the "proposed use" (rather than a proposed facility or service) should also be applied to the proposed public facility for a proposal for a Goal 11 exception only

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that does not include a goal exception for uses. It implies that “proposed use” should be read literally as only referring to uses and not facilities. However, because the case is not clear on this point, we have provided that evaluation below for OAR 660-004-0020(2)(c)—(d). (OAR 660-004-0020(2)(b) is addressed in the previous section.)

OAR 660-004-0020(2)(c) requires demonstration that:

*The long-term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site.*

Many of the specific considerations listed in OAR 660-004-0020(2)(c) are not applicable to a goal exception for an underground pipe that will have little impact on the use of land at the surface level; however, the intent that the selected alternative not have impacts that are “significantly more adverse” than other locations that also require an exception is assumed to be relevant here.

OAR 660-004-0020(2)(d) requires that:

*“The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.” The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices. “Compatible” is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.*

Findings regarding the proposed uses to be served by the sewer line extension were previously adopted and acknowledged in Umatilla County’s Comprehensive Plan, Chapter 18, and are incorporated by this reference. The following findings address the sewer line extension itself.

Several alternative alignments were considered in selecting proposed alignment. The length of the alignment that extends outside the City of Umatilla UGB to the Depot property is 17,146 feet.

The “I-84 Route” was dismissed because it is significantly longer than the other alternatives, making it less efficient. The “Radar Road” and “Potato Lane” routes were dismissed because they have greater impacts to active farm operations on private property than the preferred alignment. The proposed alignment remains within or abutting the City of Umatilla UGB for as long as possible before crossing into EFU zoning. It was selected as the least impactful to farm operations while maintaining an efficient route. Of the portion of the alignment outside the City of Umatilla UGB, 7,856 linear feet are within the public right of way of Powerline Road. The portion that crosses private land (roughly 9,290 linear

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feet) avoids irrigated areas and aligns with an existing farm vehicle pathway between fields. This portion will be contained within an easement up to 40 feet in width.

In negotiating the details of the easement and sewer line construction with the property owner, the City of Umatilla is committed to include measures to further minimize disruptions to farm operations, such as timing construction to avoid disturbing crops, planting, and harvest activities; providing on-going access rights for the property owner to ensure the ability to continue existing farm uses within the easement; and constructing the line underground at a depth that will avoid impact to farming operations.

This demonstrates that the proposed facility will be compatible with the adjacent farm uses.

- **Environmental consequences:** The proposed alignment does not affect any significant natural resources. The environmental consequences of the sewer extension are anticipated to be minimal. It also avoids a small drainageway that would be crossed by some of the alternatives considered. There are no known significant Goal 5 resources along the proposed route.
- **Social consequences:** The extension of the sewer line is not anticipated to have any social impacts in any of the alternatives considered.
- **Economic consequences:** The cost of the sewer extension and any needed improvements to the existing system to accommodate the additional wastewater flows will be funded by the CDA, so there will not be an economic impact to the City of Umatilla. Keeping costs low will facilitate development at the Depot, which will have a positive economic impact on the broader area, as discussed in the findings for the goal exception for the Depot itself. The property owner whose land will be the subject of the easement will be compensated for the value of the easement, ensuring a neutral or positive economic impact to the property owner.
- **Energy consequences:** By minimizing the length of the pipe relative to other alignments, the proposed alignment minimizes the resources and energy required for installation of the sewer line.

This demonstrates that the proposed alignment is does not have significantly more adverse impacts than other potential alignments.

A key requirement under OAR 660-011-0060(9) is that “the local government adopts land use regulations that prohibit the sewer system from serving any uses or areas other than those justified in the exception.”

OAR 660-004-0018(4) includes a similar but more general requirement that:

- (a) When a local government takes an exception under the "Reasons" section of ORS 197.732(1)(c) and OAR 660-004-0020 through 660-004-0022, plan and zone*

**EXHIBIT A**

*designations must limit the uses, density, public facilities and services, and activities to only those that are justified in the exception.*

**The land where the proposed sewer line will be located is and will remain zoned EFU, which precludes urban development. In addition, the following policy is proposed to be included in the Comprehensive Plans of both the City of Umatilla and Umatilla County, as part of this Goal exception:**

*As long as the Umatilla Army Depot property included in the adopted Army Depot Plan District remains outside of the City of Umatilla's urban growth boundary, only those uses permitted in the Umatilla County and/or Morrow County Comprehensive Plan Goal exceptions for the Depot property shall be allowed to connect to the City's sewer system.*

**With this policy, the extension of a sewer line between the City of Umatilla UGB and the Umatilla Army Depot exception area meets the requirement that the sewer facility justified in this exception will only be used for the purpose justified in this exception and will only serve the uses that have been justified in the prior Goal exception for the Depot property.**

**The findings above demonstrate that the City of Umatilla has justified an exception to Goal 11 to extend sewer service to the Umatilla Army Depot site, which has acknowledged exceptions to Goals 11 and 14. The proposed sewer line will have minimal impacts to land use, farm operations, and the environment, and will be limited to serving the approved and acknowledged uses on the Depot site. The City is willing to extend the line and has adequate capacity to serve the planned uses at the Depot. The Goal exception meets all requirements contained in State law and administrative rules.**

Ordinance No. 828  
**EXHIBIT A**

Insert Figure 11.1-1 (fig.5 from original comp plan)

DRAFT

**EXHIBIT A**

11.1.300 *SCHOOLS*

The Umatilla school system is operating over capacity for the 1976-77 school year. At the beginning of the 1977 academic year, the Umatilla schools had an enrollment of 857 students. This was 157 students more than for the same time period in 1976; an increase of 22 percent.

As enrollment increases above the 857 students, capacity problems are anticipated. This will be particularly true of the lower elementary school grades. A new elementary school constructed in the McNary area was to help alleviate this problem. The school was at capacity a short time after it opened. Local colleges are: Blue Mountain Community College in Pendleton (30 miles), Whitman in Walla Walla, Washington (50 miles), and the Columbia Basin College in Tri-Cities area (30 miles).

Future plans include development of an additional elementary school on the hill southwest of the central part of the City. With this new school completed, the existing elementary/high school complex could become a junior and senior high school facility. Land for the future elementary school has been purchased. Consideration should also be given, near the end of the planning period, to a third elementary school in the Power City area as that area urbanizes, and to a fourth school in the area near Power Line and Bensel Roads. Police and fire protection services will also require expansion as the City grows.

11.1.400 *SOLID WASTE*

Solid waste is collected through franchise and refuse deposited at a county/DEQ approved landfill two miles north of Umatilla. The landfill has a projected use of approximately twenty years.

11.1.500 *SOCIAL SERVICES*

11.1.510 *Police*

The police department occupies new quarters across the street from City Hall which contains offices, a two cell holding facility, squad room and an interrogations room. The staff is comprised of five officers and five support personnel. In addition to customary police services, the department provides animal control, 24-hour radio dispatch and radio links with other public safety agencies in the area. As the area continues to grow there will be a need for additional personnel and patrol cars. Improving east-west transportation links is seen as essential to reduce police response time between sectors of the City.

11.1.520 *Fire*

Fire protection is currently provided by the rural fire protection district which has an elected board and volunteer personnel. Stations are located in the downtown area and at McNary. Equipment includes four fire vehicles and a disaster vehicle at the downtown location, and two fire vehicles at the McNary location. Additional equipment includes an ambulance manned by fire department personnel. Additional equipment and personnel will be needed through the planning period as the population increases. Future needs may also include an additional station south of the City on the hill.

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11.1.530 *Hospital*

The existing hospital is an older facility with 17 beds. The hospital provides 24-hour emergency service with a nursing staff and two physicians. The need for a new facility is currently under consideration as well as expanding the staff.

11.1.540 *Library*

The City's library is staffed by one librarian four days a week. The library contains approximately 5,000 volumes and is actively used. Capacity problems are not presently anticipated with the present facility, which was expanded during 1978.

SECTION 11.2 *(Reserved for expansion)*

SECTION 11.3 *(Reserved for expansion)*

SECTION 11.4 PUBLIC FACILITIES AND SERVICES FINDINGS

11.4.101 Public water and sewer should be planned for all areas within an established urban service boundary.

11.4.102 New development should occur in areas where public utilities are available before reaching out into areas that are not served.

11.4.103 The location of public schools should correspond to attendance areas and residential neighborhoods.

11.4.104 Development of the City should occur in such a way as to facilitate the provision of police, fire protection, and other services.

SECTION 11.5 PUBLIC FACILITIES AND SERVICES POLICIES

11.5.101 The City will require the following pre-conditions to development:

- a. A proposed use can be connected to a public water and sanitary sewer system with adequate capacity.
- b. Surface water run-off can be handled onsite, or adequate provisions can be made for run-off which will not adversely affect water quality in adjacent streams, ponds, lakes, or other drainage on adjoining lands; nor will such run-off adversely affect the use of adjoining or downstream properties.
- c. The appropriate school district has reviewed and commented on the proposed use.



**EXHIBIT A**

- d. Adequate water pressure will be present for fire-fighting.
  - e. The proposed use can receive adequate police and fire protection consistent with local standards and practices.
  - f. Septic tanks will be permitted as an interim measure subject to approval by the City Council & DEQ.
- 11.5.102 Development proposals will be required to conform to the design standards for streets, water and sewer.
- 11.5.103 The following policies will be utilized when extending water and sewer services beyond the City limits:
- a. Sewer service will be extended only to property that is to be annexed or when State/Federal requirements dictate a health need, or when an unlimited agreement to annex is provided by the property owner when subject property is not yet contiguous.
  - b. Water service will be considered on an individual basis subject to the above provisions for residential applicants.
  - c. All costs will be borne by the applicant and improvements will be dedicated to the City.
  - d. Customers outside the City limits will pay charges assigned by the City Council in an amount greater than City residents.
- 11.5.104 As long as the CTUIR's trust property identified as tax lot 500 in Section 7, Township 5 North, Range 28 East, W.M. remains outside of the City of Umatilla's urban growth boundary, only those industrial uses permitted in the CTUIR's Land Development Code shall be allowed to connect to the City's sewer system.
- 11.5.105 *As long as the Umatilla Army Depot property included in the adopted Army Depot Plan District remains outside of the City of Umatilla's urban growth boundary, only those uses permitted in the Umatilla County and/or Morrow County Comprehensive Plan Goal exceptions for the Depot property shall be allowed to connect to the City's sewer system.***

**PROCLAMATION**  
**Police Week and Peace Officers' Memorial Day**

**Whereas**, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

**Whereas**, the members of the Umatilla Police Department play an essential role in safeguarding the rights and freedoms of the City of Umatilla; and

**Whereas**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**Whereas**, the men and women of the Umatilla Police Department unceasingly provide a vital public service;

**Now, therefore**, I, Mayor of the City of Umatilla, call upon all citizens to observe the week of May 13 – 19, 2018, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Umatilla to observe Tuesday, May 15, 2018 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Umatilla to be affixed.

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**Mayor Daren Dufloth**

## PROCLAMATION

Proclaiming May 2018 as Mental Health Month in the City of Umatilla, Oregon.

**WHEREAS**, behavioral health is an essential part of our overall wellness, and plays a pivotal role in our day-to-day well-being; and

**WHEREAS**, there is growing recognition across the country about behavioral health and mental illness being fundamental public health issues; and

**WHEREAS**, many individuals in our community live with a mental illness, and each one experiences it in a unique way; and

**WHEREAS**, City of Umatilla is committed to confronting the challenges posed by mental illness, which include an increased risk for substance use, economic and health disparities, disparate interaction with the public safety system, and a lack of access to housing resources; and

**WHEREAS**, individuals with a mental illness should have the ability to fully participate in civic life, including appropriate client-centered health care, fair and decent housing, opportunity for economic advancement, and understanding from others in the community; and

**WHEREAS**, we know treatment is effective, prevention works, and people can and do recover from mental illness. Peer support and employment are essential components of our recovery-oriented treatment system; and

**WHEREAS**, education is essential to understanding mental illness as a treatable condition, not a stigma. People should seek help for their conditions with the same urgency as they would any other health issue; and

**WHEREAS**, City of Umatilla is dedicated to increasing awareness by offering mental health first aid and suicide prevention training to better equip our community to act skillfully in the event of a mental health crisis until professional help is available; and

**WHEREAS**, City of Umatilla will work with peers and consumers towards building an inclusive, accepting, and thoughtful community where individuals with mental illness are treated with the respect, dignity, and the worth they deserve.

In witness thereof, I have hereunto set my hand and caused The Seal of the City of Umatilla to be affixed.

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Mayor Daren Dufloth

**City Council Meeting  
May 1, 2018  
CITY MANAGER'S REPORT**

**CALL TO ORDER**

**Presentation**

**Committee Reports**

None

**New Business**

**11.1 Accept Mark Ribich's Resignation and Declare a Vacancy**

**11.2 Resolution No. 18-2018 – A Resolution Amending Section 29 to Reflect RV Park Rate Adjustments: and Amend the Title of Resolution No. 22-2016.** – This Resolution reflects changes to the fees charged at the RV Park. These rates are reviewed periodically and adjusted as necessary. This rate increase will take place immediately to coincide with the go live date for our online reservation system. I recommend approval of this Resolution.

**11.3 Resolution No. 19-2018 – General Fee Resolution.** – This Resolution reflects changes to the General fees charged in the various City departments. With the addition of the Community Development Department, certain fees were reviewed and adjusted. In addition, staff has been reviewing the water and sewer fees charged by the City on an annual basis and found that both of these fees needed to be increased to meet the demand of repairing and replacing aging infrastructure and for covering the debt service for upcoming Public Works projects. All of these changes will take effect July 1. I recommend approval of this Resolution.

**11.4 Resolution No. 20-2018 – A Resolution Amending The Compensation Plan for Fiscal Year 2018-2019 and Repealing Pay Plan Position Levels of Resolution No. 15-2017.** – This Resolution provides a 2% cost of living adjustment for the 2018-19 fiscal year to keep pace with inflation and keep the City competitive in the compensation of our employees. In addition, this Resolution covers changes to more accurately reflect the title and salary of the Community Development Coordinator (previously accounting/administrative assistant). I recommend approval of this Resolution.

**11.5 Resolution No. 21-2018 – A Resolution Authorizing City Manager Russell W. Pelleberg to Sign the Bargaining Agreement Between the City of Umatilla and the Umatilla Safety Association.** – This Resolution is the result of contract negotiations with the Police Union. All parties have agreed to the final negotiated contract and the contract has been reviewed by the City's Attorney as well as the Unions Attorney. I recommend approval of this Resolution.

**11.6 Resolution No. 22-2018 – A Resolution Amending Healthcare Benefits and Other Benefits Section of the Employee Handbook for the City of Umatilla.** – This Resolution covers changes to certain benefits that come as a result from Union negotiations. The changes negotiated with the Union, in this case

mainly health benefits, typically carry over to the rest of the City employees to keep coverages consistent across the City's workforce. I recommend approval of this Resolution.

**11.7 PA-1-2018 – Public Hearing.** – This Public Hearing is for a sewer line extension from the City of Umatilla to the U.S. Army Depot.

**11.8 Ordinance No. 828 – An Ordinance Amending the City's Comprehensive Land Use Plan by Adopting an Exception to Statewide Goal 11 to Allow the Extension of the City's existing Sewer System to Serve Property Located Outside of the Urban Growth Boundary** – This Ordinance is required for the City of Umatilla to be able to provide sanitary sewer service outside of the City's Urban Growth Boundary. In this case the City has been requested to potentially provide sanitary sewer service to the U.S. Army Depot that is located south of the City. I recommend approval of this Ordinance.

**11.9 Police Week and Peace Officers' Memorial Day Proclamation**

**11.10 Mental Health Awareness Proclamation**

**11.11 IT Service RFP** – Staff solicited a Request for Proposals from IT professionals to support the needs of the City with IT services. Two proposals were received and reviewed in house by staff and based on the evaluation criteria and scores, staff is recommending the proposal be awarded to Intermountain ESD. New services with Intermountain ESD will commence on July 1, 2018.

Correspondence

None

STAFF REPORT

**15.1 Water & Sewer Infrastructure Project – Matthew Tsui**

**15.2 City Manager's Report –**

- A. The City is continuing to work with the developer on specific road standards and other requirements along Lind Road, south of Highway 730.
- B. Staff is working with representatives from ODOT on a new MOU to move forward with work at "Kiwamis Falls" located at the intersection of Highway 730 and 395. Fund raising for this renewal project will begin shortly with an anticipated construction time to begin later this year.
- C. Final contract plans and specifications have been completed for the City's Phase 1 Re-use project. The project will be let out to bid in late May or early June with construction to be complete in the late fall or early winter of this year.
- D. Phase 1 of the Orchard Terrace subdivision on the South Hill is nearing completion and the developer has reported that there is already great interest in the new lots that overlook a portion of downtown and the Umatilla River area.

**PROCLAMATION**

**A PROCLAMATION FROM THE CITY COUNCIL**

**WHEREAS**, the nations’ correctional employees and the employees of Two Rivers Correctional Institution have dedicated themselves to providing a safe, secure and humane environment for those adults in custody housed throughout the nation’s correctional system; and

**WHEREAS**, Two Rivers Correctional Institution employees are committed to insuring that the citizens of the City of Umatilla, Umatilla County and the State of Oregon are safe from harm and that adults in custody in their care are secure within the TRCI facilities; and

**WHEREAS**, employees of Two Rivers Correctional Institution have always demonstrated their support of the City of Umatilla’s efforts toward making this city a better place to live and work; and

**WHEREAS**, the City of Umatilla recognizes that the employees of Two Rivers Correctional Institution have contributed many volunteer hours to our community; and

**WHEREAS**, the citizens of the City of Umatilla declare their support for the correctional programs of Two Rivers Correctional Institution and to the employees thereof.

**NOW THEREFORE**, I, Daren Dufloth Mayor of the City of Umatilla, do hereby proclaim the week of May 6, 2018 through May 12, 2018 as

**TRCI EMPLOYEE RECOGNITION WEEK**

**In the City of Umatilla, County of Umatilla, Oregon.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this 1<sup>st</sup> day of May 2018 and caused the seal of the City of Umatilla to be affixed.

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**Daren Dufloth, Mayor**