## UMATILLA CITY COUNCIL MEETING AGENDA

# COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882 DECEMBER 17, 2019 6:00 PM

- 1. MEETING CALLED TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. APPROVAL OF AGENDA
- 5. <u>CITY MANAGER REPORT</u>
- 6. **PUBLIC COMMENT**

### 7. **CONSENT AGENDA**

- 7.a Resolution 30-2020 A resolution authorizing the City Manager to sign and record a deed for real property. *Recommend approval of Resolution No. 30-2020*
- 7.b Paid Invoices *Motion to approve*.
- 7.c Court Report November Approval
- 7.d November 5, 2019 Minutes Approval
- 7.e November 19, 2019 Minutes Approval

### 8. **PUBLIC HEARING**

8.a A Public Hearing to consider the proposed changes to the City of Umatilla's water and sewer code. A Public Hearing to consider the proposed changes to the City's sewer and water code that would be implemented by Ordinance No. 841 - Amending Title 7, Chapter 4, Article A & Article B of the Umatilla City Code (proposed Ordinance 841 attached for review and consideration).

#### 9. **NEW BUSINESS**

9.a (First Reading) Ordinance No. 841 - Amending Title 7, Chapter 4, Article A & Article B of the Umatilla City Code. Update the City of Umatilla sewer and water code to establish when connection to the City of Umatilla's water works system is required and establish a method for extension of a sewer main to connect to the City of Umatilla's sewerage system.

Suggested Action: No Action Today. Action may be taken, if so desired, at the January 7, 2020 City Council Meeting after the 2nd Public Hearing and 2nd Reading.

9.b Resolution No. 28-2020 - A Resolution Adopting an Administrative Policy and Procedure for the Acceptance of Gifts or Donations The City routinely received gifts or donations for designated purposes. Currently, staff must bring all donations to the City Council for acceptance. This administrative policy allows the Council to delegate their authority to the City Manager to accept any gift or donation for park purposes of \$25,000 or less, or \$10,000 or less for any other purpose.

Suggested Action: Motion to approve Resolution No. 28-2020

- 9.c Resolution 29-2020 A Resolution Authorizing the City Manager to Sign Amendment 1 of The Lind Road Improvement Agreement with Amazon Data Services, Inc., formerly known as Vadata, Inc. Approve
- 9.d Resolution No 31-2020 A Resolution Amending the Employee Handbook for the City of Umatilla to Replace the Non-Discrimination and Retaliation Section and Amend the Employee Benefits Section New legislation passed in 2019 has created a need for policy updates prior to January 1, 2020. These updates include a Pregnancy Accommodations section in response to HB 2341 and a significantly revised No-Harassment Policy that includes the language required under SB 479 and SB 726.

Suggested Action: Motion to approve Resolution No. 31-2020

9.e Resolution No. 32-2020 - A Resolution Authorizing City Manager Stockdale to Sign a Land Use Agreement with Bonneville Power Administration (BPA) for the Use of the Real Property Subject to the BPA Easement for Two Underground Sewer Force Mains. The City has partnered with Amazon Data Services, Inc. (ADS) to have a sanitary sewer pipeline and an Industrial Waste Water (IWW) line (referenced as a "non-contact cooling water" in the easement) installed along Lind Rd. that falls within BPA's easement rights. This agreement with BPA will allow for the installation and maintenance of such lines to provide these services to ADS and potential future connectors to the system.

Suggested Action: Approve Resolution No. 32-2020

- 9.f Library Board Appointment We currently have one opening on the Library Board and three applicants. (1) Gabriela Gonzalez (2) Isis Ilias and (3) Ivan Gutierrez.

  Suggested Action: Motion to appointment one of the applicants to the Library Board.
- 9.g Resolution 33-2020. A Resolution Authorizing the City Manager to sign the First Addendum to the Oregon Strategic Investment Program (SIP) Agreement between City, Umatilla County, and Amazon Data Services, Inc.(ADS), formerly known as Vadata, Inc. As part of the SIP Agreement with ADS, the in lieu payments are for up to five buildings, with additional payment amounts required for any additional building over five. ADS is planning to add additional smaller buildings in 2020 to support their larger and original buildings associated with the SIP and Greater Umatilla Enterprise Zone, and is requesting that these be excluded from the SIP Agreement, is not seeking Enterprise Zone benefits, to not be included in the in lieu payment, and instead be placed on the standard ad valorem tax roles.

Umatilla County approved this request at their November 26, 2019 Board Meeting.

Suggested Action: Motion to Approve Addendum to SIP Agreement to exclude smaller buildings in 2020.

9.h Downtown Revitalization Grant - Harvest Foods Columbia Harvest Foods has submitted a grant request for reimbursement of the restoration of The Cowboy. Attached you will find the application submitted. This is an application for round 2 of the FY 19-20 distribution. The total project cost is \$19,980.

Suggested Action: The Community Development Department has reviewed the application and is recommending funding the project at the maximum grant award amount of 75% of the total project cost, or \$14,985.

Motion to award grant at \$14,985

9.i Downtown Revitalization Grant-REECE Complete Security Solutions REECE Complete Security Solutions has submitted a grant request for reimbursement of the facade restoration of the building located at 611 SW 6th St. Attached you will find the application submitted. The total project cost was \$35,000. This is an application for round 2 of the FY 19-20 grant distribution.

Suggested Action: The Community Development Department has reviewed application and recommends funding the project at \$8,515, which is the total remaining in the grant program for this fiscal year.

Motion to award grant at \$8,515.

- 10. PUBLIC COMMENT
- 11. **DISCUSSION ITEMS**

11.a PERS Employer Incentive Fund Program Discussion The PERS Employer Incentive Fund (EIF) provides a 25% match up to the greater of an employer's unfunded accrued liability (UAL) or \$300,000. Umatilla's UAL as a percentage of payroll is considerably lower than most of our surrounding PERS participants at 129%, or \$635,717.

These matching funds were opened up first to employers with UALs of over 200%. On December 2, 2019 PERS began accepting applications from all employers and received an overwhelming interest. Staff submitted an initial interest application (no obligation) on December 6th to get Umatilla on the waitlist.

If we contribute \$510,000 (funds to be identified later, but a likely source would be from utilization of the SIP Additional Annual Improvement Payment) PERS would provide a 25% match, or \$127,500, resulting in our UAL falling below 100% (a lower UAL, represents more financially sustainable City funds). As a result, we would see a cumulative contribution reduction through 2037 of approximately \$1.1 million (or more than \$2 in future savings for every \$1 spent today). Staff would like to open up discussion with the Council on the level of support for this program and how to proceed if selected.

### 12. MAYOR'S MESSAGE

12.a A Proclamation by the Council and Mayor Declaring December 4, 2019 as Judge Theresa M. Krogh Day in Umatilla, Oregon *Read into the record* 

### 13. COUNCIL INFORMATION & DISCUSSION

- 14. **EXECUTIVE SESSION** To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed ORS 192.660(h)
- 15. **RECONVENE**
- 16. **ADJOURN**

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# CITY OF UMATILLA, OREGON

# **AGENDA BILL**

### **Agenda Title:**

Resolution 30-2020 - A resolution authorizing the City Manager to sign and record a deed for real property.

### **Meeting Date:**

2019-12-17

Department:	<u>Director:</u>	Contact Person:	Phone Number:
Community Development	Tamra Mahhott	Brandon Seitz	

Fund(s) Name and Number(s):
Capital Reserve - 05

<b>Reviewed by Finance Depart</b>	ment:	Previously Presented:
Yes		November 19, 2019

### **Attachments to Agenda Packet Item:**

Resolution 30-2020.docx

Photography Plus (Purchase Area).pdf

## **Summary Statement:**

Recommend approval of Resolution No. 30-2020

### **Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

#### **RESOLUTION NO. 30-2020**

# A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND RECORD A DEED FOR REAL PROPERTY

**WHEREAS,** The City Manager has previous authorization to negotiate a purchase agreement of said property; and

WHEREAS, the City of Umatilla "City" and Martin Pitney negotiated the sale of real property; and

**WHEREAS**, said real property is described that portion of vacated Seventh Street laying adjacent and to the South of Lot 6, Block 42, Original Town, now City of Umatilla, Umatilla County, Oregon; and

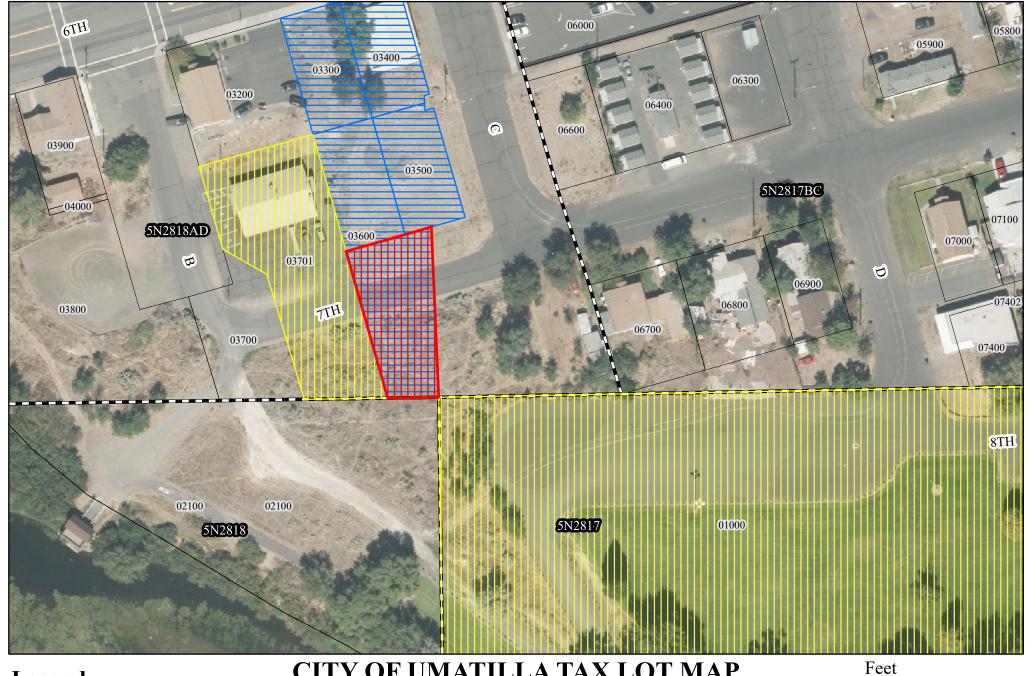
WHEREAS, said real property has real and other value to the City.

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

1. The City Manager is authorized to sign and record a deed to finalize the sale of said real property.

**PASSED** by the Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of December, 2019.

ATTEST:	Mary Dedrick, Mayor
Nanci Sandoval, City Recorder	



# Legend

# CITY OF UMATILLA TAX LOT MAP

100 50

150 200

Photography Plus



Area to be Purchased

City of Umatilla

Tax Lots (2/27/19)



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 11/5/2019

City of Umatilla

### Paid Invoice Report - Council Check issue dates: 11/1/2019 - 11/30/2019

Page: 1 Nov 25, 2019 04:04PM

Report Criteria:

Detail report type printed

Vendo Numbe		Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
8	8 A Burk's Custom Glass	19283	Auto Glass	10/17/19	115.00	44108	11/08/19
	Total 8:			-	115.00		
<b>13</b>	13 A-1 Industrial Hose & Supply	156251	Supplies	10/22/19	121.72	44109	11/08/19
	Total 13:			-	121.72		
<b>55</b>	55 All American Heating and Coolin	12086	Maint and repair to old post office	10/30/19	981.00	44111	11/08/19
,	Total 55:			-	981.00		
<b>102</b>	02 Aramark Uniform Services, Inc.	864188218 864207761 864227252 864227254 864246792	Police Mats Police Mats Police Mats Shop Towels/mats Police Mats	10/10/19 10/24/19 11/07/19 11/07/19 11/21/19	194.05 194.05 252.27 166.37 252.27	44114 44114 44215 44215 44215	11/08/19 11/08/19 11/22/19 11/22/19 11/22/19
,	Total 102:			-	1,059.01		
148	8 Banner Bank Mastercard	0268NOV201 0715NOV201 0715NOV201 0715NOV201 2217NOV201 3132NOV201 3488NOV201 3488NOV201	ICMA Membership Dues Business Lunch Business Lunch Business Lunch Global Industries Code 4 Training Zita Amazon Galls Galls TLO Transunion Amazon Amazon Amazon Amazon Amazon Amazon Amazon Amazon Calls Mad City Outdoor APCO Membership Baker Amazon Credits 2 way radio for traffic control-Treat Street Training and Travel Water Dept Ink	10/24/19 11/01/19 11/01/19 11/01/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19 10/24/19	1,025.00 39.33 39.34 622.86 99.00 112.10 37.37 16.43 50.00 13.99 39.89 108.68 25.59 272.55 42.61 215.98 123.00 56.38- 190.00 3,215.11 111.98	44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116 44116	11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19

		CHECK ISSUE	dates. 11/1/2019 - 11/30/2018			NOV 23, 20	19 04.041 101
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		3488NOV201	survey monkey subscription	10/23/19	37.00	44116	11/08/19
		3488NOV201	County Trails Open House	10/23/19	58.95	44116	11/08/19
		3488NOV201	Ink for plotter	10/23/19	461.70	44116	11/08/19
		3488NOV201	Trick or Treat on Main	10/23/19	212.40	44116	11/08/19
			Trick or Treat Event	10/24/19	1,100.69	44116	11/08/19
		5919		10/24/19	254.84	44116	11/08/19
		5919	SMARSH Archiving Subscription	10/24/19	135.00	44116	11/08/19
		5919	Building Code Books	10/24/19	361.00	44116	11/08/19
			Microsoft Publisher Subscription	10/24/19	129.99	44116	11/08/19
			Library Programming-Laser Tag	10/24/19	194.00	44116	11/08/19
			Printer Paper	10/24/19	647.54	44116	11/08/19
			Water Dept Valve Assembly	10/24/19	565.28	44116	11/08/19
			Library Halloween Supplies	10/24/19	93.66	44116	11/08/19
		5919	• •	10/24/19	104.25	44116	11/08/19
		5919	Fee IOF	10/24/19	454.00	44116	11/08/19
			Court Caselle Training	10/24/19	242.64	44116	11/08/19
		7017NOV201	Caselle Conference	10/24/19	192.30	44116	11/08/19
		7017NOV201	Caselle Conference	10/24/19	224.35	44116	11/08/19
		7017NOV201	Caselle Conference	10/24/19	224.35	44116	11/08/19
		7017NOV201	Recycle Bin for Council Chamber	10/24/19	40.70	44116	11/08/19
		7017NOV201	Credit for Code Enforcement Conference Hotel	10/24/19	254.84-	44116	11/08/19
		8522NOV201	Various meetings and Trainings/Travel	10/24/19	185.32	44116	11/08/19
		8522NOV201	subscription	10/24/19	5.00	44116	11/08/19
		8522NOV201	DCBS Building Class	10/24/19	750.00	44116	11/08/19
Total	148:				13,076.43		
291							
291 B	usiness Oregon	A17004-2	IFA Final Design Loan Payment	11/20/19	5,536.86	44216	11/22/19
		A17004-2	IFA Final Design Loan Payment	11/20/19	61,668.38	44216	11/22/19
		B19001	6th St. Waterline Loan Interest Payment	11/20/19	5,239.91	44216	11/22/19
Total	291:				72,445.15		
<b>292</b> 292 Bi	usiness Solutions Group	15019	W-2 and 1099 Forms	10/18/19	166.75	44117	11/08/19
Total	292:				166.75		

City of U	matilla		Invoice Report - Council dates: 11/1/2019 - 11/30/2019	9	١	Nov 25, 20	Page: 3 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
320 320	Canon Solutions America, Inc	4030832794 4030882921	COPIER MAINTENANCE COPIER MAINTENANCE	10/24/19 10/31/19	47.50 480.97	44120 44217	11/08/19 11/22/19
То	tal 320:			-	528.47		
<b>351</b> 351	Cascade Natural Gas Corp.	0001NOV201 0006NOV19 0006NOV19	Natural Gas-1205 W. 3rd Natural Gas-700 6th st. Natural Gas-700 6th st.	10/25/19 10/25/19 10/25/19	108.97 32.99 32.99	44121 44121 44121	11/08/19 11/08/19 11/08/19
		0006NOV19 0007NOV201	Natural Gas-700 6th st. Natural Gas-82959 Draper St.	10/25/19 10/25/19	32.99 12.40	44121 44121	11/08/19 11/08/19
		5627NOV201 9927NOV201	Natural Gas-822 6th St. Natural Gas-830 6th St.	10/25/19 10/28/19	25.94 33.60	44121 44121	11/08/19 11/08/19
То	tal 351:			-	279.88		
<b>362</b> 362	Center Point Large Print	1734758	Large Print Books for Library	11/01/19	140.22	44218	11/22/19
То	tal 362:				140.22		
<b>367</b> 367	CenturyLink	0453NOV19 0453NOV201	Police Dept Phones Police Dept Phones	09/25/19 11/01/19	93.23 95.09	44122 44122	11/08/19 11/08/19
То	tal 367:			-	188.32		
<b>391</b> 391	CI INFORMATION MANAGMEN	0090755 89094	SHRED SERVICES SHRED SERVICES Onsite document shred Onsite document shred	10/31/19 10/31/19 09/30/19 09/30/19	90.86 136.29 44.76 371.42	44219 44219 44123 44123	11/22/19 11/22/19 11/08/19 11/08/19
То	tal 391:			-	643.33		
<b>427</b> 427	Columbia Harvest Foods	NOVEMBER	Meeting and Event	11/01/19	22.17	44220	11/22/19
		NOVEMBER	Supplies Batteries for Trick 'o Treat Event	11/01/19	19.98	44220	11/22/19
То	tal 427:			-	42.15		
<b>435</b> 435	Commercial Tire	247845 248205 248207 248514 248579	Tires Tires Tires	10/15/19 10/25/19 10/25/19 10/31/19 11/01/19	194.24 626.52 63.00 63.00 1,021.76	44221 44124 44124 44221 44124	11/22/19 11/08/19 11/08/19 11/22/19 11/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total -	435:			-	1,968.52		
<b>480</b> 480 CI	RIS Inc.	103119-M	Contract Service Agreement	10/31/19	12,522.86	44125	11/08/19
Total -	480:			-	12,522.86		
<b>488</b> 488 Cı	rystal Springs	9262940111	Water for Police Department	11/13/19	58.46	44222	11/22/19
Total -	488:			-	58.46		
<b>540</b> 540 DI	EMCO, Inc.	6723285	Bar Code Supplies Library	11/14/19	47.53	44223	11/22/19
Total	540:			-	47.53		
<b>577</b> 577 DI	IVCO	SCPAY7901	HVAC Maintenance - City Hall	11/01/19	484.50	44224	11/22/19
		SCPAY7901	HVAC Maintenance - Public Works	11/01/19	140.50	44224	11/22/19
		SCPAY7901	HVAC Maintenance - Sewer Plant	11/01/19	340.00	44224	11/22/19
Total	577:			-	965.00		
609 Du	uke's Auto Plus	12461	Repairs to '13 Dodge Charger	10/15/19	1,074.00	44127	11/08/19
		12501	Auto Repairs	11/08/19	75.00	44225	11/22/19
Total	609:			-	1,149.00		
<b>628</b> 628 Ea	ast Oregonian	138645 138645 61719	Park Concessionaires Park Concessionaires EO-10450 Notice	09/14/19 09/14/19 11/02/19	237.68 237.68- 362.18	44055 44226	Multiple 11/22/19
Total	628:			- -	362.18		
6 <b>35</b> 635 Ea	astern Oregon Telecom, LLC	0175355 0175355 0175355 0175355 0175355 0175355	Marina Internet City Hall Internet City Hall Internet Police Dept. Internet Shop Internet Sewer Internet	11/01/19 11/01/19 11/01/19 11/01/19 11/01/19 11/01/19	277.95 368.82 299.97 273.62 63.57 336.04	44128 44128 44128 44128 44128 44128	11/08/19 11/08/19 11/08/19 11/08/19 11/08/19 11/08/19
Total	635:			-	1,619.97		

Paid Invoice Report - Council

Page:

13

City of Umatilla

			e dates: 11/1/2019 - 11/30/201			-	19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>669</b> 669	Engraving Specialties	7639	name plate-Keith Morgan	10/14/19	30.00	44227	11/22/19
Tot	tal 669:			-	30.00		
<b>674</b> 674	EOTEC	3QTR2019T	tourism Promotion Assessment	11/07/19	12,593.13	44129	11/08/19
Tot	tal 674:			-	12,593.13		
<b>723</b> 723	Ferranti-Graybeal Insurance Inc	1284	Fuel Tank Policy Renewal	10/28/19	2,059.07	44131	11/08/19
Tot	tal 723:			-	2,059.07		
<b>784</b> 784	Galls, DBA Blumenthal Uniform	013565009	Flashlight, baton, name plate	08/28/19	248.11	44228	11/22/19
To	tal 784:			-	248.11		
<b>817</b> 817	GG's Smokehouse Catering	RETIREMEN	Catering for Theresa's retirement party	11/21/19	2,300.00	44231	11/22/19
Tot	tal 817:			-	2,300.00		
<b>856</b> 856	Gotcha Covered	137723 137723 137723 137723	Cleaning Services Cleaning Services Cleaning Services Cleaning Services	11/06/19 11/06/19 11/06/19 11/06/19	443.84 383.98 383.98 248.20	44133 44133 44133 44133	11/08/19 11/08/19 11/08/19 11/08/19
Tot	tal 856:			-	1,460.00		
<b>862</b> 862	Grainger Inc.	9329966965	Floor Mount Vibration isolator	10/21/19	80.90	44134	11/08/19
Tot	tal 862:			-	80.90		
<b>864</b> 864	Granite Construction Company	1692288 1697991	Paving & Supplies Paving & Supplies	10/23/19 10/29/19	659.60 385.74	44135 44135	11/08/19 11/08/19
Tot	tal 864:			-	1,045.34		
<b>905</b> 905	H.D. Fowler Company	15316350	Water Dept Supplies Meters etc	10/24/19	53.85	44136	11/08/19
Tot	tal 905:			<del>-</del>	53.85		

Paid Invoice Report - Council

Page:

5

14

City of Umatilla

City of U	lmatilla		Invoice Report - Council e dates: 11/1/2019 - 11/30/2019	9	١	Nov 25, 20	Page: 6 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
907	Hach Company	11606202	Sayyar Dant aghla gagy	10/18/19	157.00	44127	11/09/10
907	Hach Company	11686292 11691254	Sewer Dept-cable assy Sewer Dept-2.5 Gal Poly	10/16/19	157.00 6,708.80	44137 44137	11/08/19 11/08/19
То	otal 907:				6,865.80		
911	Hanaman In-	4 00740	Dana Oversansian Duckinsa	44/00/40	700.04	44004	44/00/40
911	Hagerman Inc.	1-20718	& Springs	11/06/19	702.61	44234	11/22/19
		1-20718	Rear Suspension Bushings & Springs	11/06/19	702.61	44234	11/22/19
		1-20718		11/06/19	702.61	44234	11/22/19
		1-20718	· -	11/06/19	702.60	44234	11/22/19
То	otal 911:				2,810.43		
960							
960	Heller & Sons Dist., Inc.	16880NOV20 16881NOV20	Police Dept Fuel Gas for Public Works Vehicles	10/31/19 10/31/19	2,366.68 567.25	44235 44235	11/22/19 11/22/19
		16881NOV20	Gas for Public Works Vehicles	10/31/19	925.95	44235	11/22/19
		16881NOV20	Gas for Public Works Vehicles	10/31/19	367.04	44235	11/22/19
		16881NOV20	Gas for Public Works Vehicles	10/31/19	920.40	44235	11/22/19
То	otal 960:				5,147.32		
966							
966	Hermiston Auto Parts, Inc.	592928	Trans Fld	10/08/19	16.96	44139	11/08/19
		592999	Fuse Kit, Clevis Grab Hook	10/03/19	30.81	44139	11/08/19
		593171 593253	Motor Tune-up Starter Fluid	10/07/19 10/08/19	6.99 48.37	44139 44139	11/08/19 11/08/19
			HD DIESEL ENG. HEATER	10/08/19	65.27	44139	11/08/19
		593351	Water Pump, Thermostat	10/10/19	76.91	44139	11/08/19
		593352	Gas Filler Neck Hose	10/10/19	31.02	44139	11/08/19
		593368 593427	Fan Cluwrench set Thread locker, fan clutch, antifreeze	10/10/19 10/11/19	67.99 119.57	44139 44236	11/08/19 11/22/19
		593518	Supplies	10/14/19	53.94	44139	11/08/19
		593531	Mirror	10/14/19	17.49	44139	11/08/19
		593592	•	10/15/19	6.49	44236	11/22/19
		593632	•	10/16/19	26.22	44139	11/08/19
		593715	Switch	10/18/19	13.24	44139	11/08/19
		593814 593850	•	10/21/19 10/22/19	12.99 14.48	44139 44139	11/08/19 11/08/19
		594038	Wisk Broom Ball Mount	10/22/19	35.99	44139	11/08/19
		594114	Marine antifreeze	10/28/19	24.92	44139	11/08/19
		594161	Napa Extlife Gal	10/29/19	17.98	44139	11/08/19
		594190	Oil Change Supplies	10/30/19	505.43	44139	11/08/19

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		594191	lamp	10/30/19	13.99	44139	11/08/19
		594200	Air Filter	10/30/19	16.69	44139	11/08/19
		594204	Windshield Wiper Blades	10/30/19	84.26	44139	11/08/19
		594278	Oil Change Supplies	11/01/19	193.88	44236	11/22/19
			APWA Blue	11/01/19	12.86	44236	11/22/19
		594398	4WD Evap Solendoid	11/04/19	39.47	44236	11/22/19
		594408	Brakleen, NonChlor Brakleen	11/04/19	7.47	44236	11/22/19
		594409	4WD Evap Solendoid, Electric Vac Pump	11/04/19	86.48	44236	11/22/19
		594855	Vehicle Maintenance	11/14/19	36.75	44236	11/22/19
		594855	Vehicle Maintenance	11/14/19	64.32	44236	11/22/19
		594855	Vehicle Maintenance	11/14/19	183.76	44236	11/22/19
		594855	Vehicle Maintenance	11/14/19	68.91	44236	11/22/19
		594855	Vehicle Maintenance	11/14/19	105.66	44236	11/22/19
		594858	Vehicle Maintenance	11/14/19	1.92	44236	11/22/19
		594858	Vehicle Maintenance	11/14/19	3.35	44236	11/22/19
		594858	Vehicle Maintenance	11/14/19	9.58	44236	11/22/19
		594858	Vehicle Maintenance	11/14/19	3.59	44236	11/22/19
		594858	Vehicle Maintenance	11/14/19	5.50	44236	11/22/19
		594874	Battery WTP Equipment	11/14/19	200.60	44236	11/22/19
		594884	Wiper Blade for Patrol Car	11/14/19	24.98	44236	11/22/19
		595003	Vehicle Maintenance	11/18/19	19.84	44236	11/22/19
		595003	Vehicle Maintenance	11/18/19	34.72	44236	11/22/19
		595003	Vehicle Maintenance	11/18/19	99.20	44236	11/22/19
		595003	Vehicle Maintenance	11/18/19	37.20	44236	11/22/19
		595003	Vehicle Maintenance	11/18/19	57.03	44236	11/22/19
		595017	Radiator Hose	11/18/19	136.68	44236	11/22/19
		595030	Vehicle Maintenance	11/19/19	19.84-	44236	11/22/19
		595030	Vehicle Maintenance	11/19/19	34.72-	44236	11/22/19
		595030	Vehicle Maintenance	11/19/19	99.20-	44236	11/22/19
		595030	Vehicle Maintenance	11/19/19	37.20-	44236	11/22/19
		595030	Vehicle Maintenance	11/19/19	57.03-	44236	11/22/19
		595037	Vehicle Maintenance	11/19/19	24.31	44236	11/22/19
		595037	Vehicle Maintenance	11/19/19	42.55	44236	11/22/19
		595037	Vehicle Maintenance	11/19/19	121.57	44236	11/22/19
		595037	Vehicle Maintenance	11/19/19	45.59	44236	11/22/19
		595037	Vehicle Maintenance	11/19/19	69.90	44236	11/22/19
		807906	Air Filter	10/14/19	48.53	44139	11/08/19
Total 966	:			-	2,846.21		
<b>972</b> 972 HERM	MISTON GLASS	41477	Library Door Repair	11/14/19	145.00	44237	11/22/19
Total 972	:			-	145.00		
				-			
<b>1012</b> 1012 Home	Depot Credit Services	8250NOV201	Halloween Props	10/21/19	486.51	44143	11/08/19
		8250NOV201	Equipment	10/21/19	178.94	44143	11/08/19
Total 101	2:				665.45		

City of Umatilla		Invoice Report - Council dates: 11/1/2019 - 11/30/201	9	١	Nov 25, 20	Page: 8 19 04:04PM
Vendor Number Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1030 1030 House of Mowers	REFUNDNO	Utility Refund	10/31/19	84.40	44144	11/08/19
Total 1030:			=	84.40		
1044						
1044 Huxel, Darla	REIMBURSE	Reimbursment for Rifle Sight	11/08/19	139.49	44146	11/08/19
Total 1044:			-	139.49		
1060			-			
1060 Ingram	42225956	Library Books	10/04/19	18.00	44147	11/08/19
1000 ingram	42231412	Library Books	10/03/19	17.39	44147	11/08/19
	42231413	Library Books	10/03/19	34.20	44147	11/08/19
	42231414	Library Books	10/03/19	9.75	44147	11/08/19
	42245957	Library Books	10/04/19	106.89	44147	11/08/19
	42282829	Library Books	10/08/19	17.39	44147	11/08/19
	42282830	Library Books	10/08/19	33.59	44147	11/08/19
	42368624	Library Books	10/15/19	14.99	44147	11/08/19
	42368625	Library Books	10/15/19	34.77	44147	11/08/19
	42368626	Library Books	10/15/19	33.59	44147	11/08/19
	42398026	Library Books	10/17/19	32.59	44147	11/08/19
	42545648	Library Books	10/29/19	17.39	44147	11/08/19
	42545649	Library Books	10/29/19	17.40	44147	11/08/19
	42545650	Library Books	10/29/19	10.36	44147	11/08/19
	42545651	Library Books	10/29/19	17.39	44147	11/08/19
	42578476	Library Books	10/31/19	17.40	44147	11/08/19
	42693306	Library Books	11/11/19	12.00	44239	11/22/19
	42693307	Library Books	11/11/19	17.40	44239	11/22/19
	42693308	Library Books	11/11/19	101.16	44239	11/22/19
	42709249	Library Books	11/12/19	23.67	44239	11/22/19
	42712684	Library Books	11/12/19	16.80	44239	11/22/19
	42712685	Library Books	11/12/19	17.99	44239	11/22/19
	42747396	,	11/14/19	17.39	44239	11/22/19
	42802619	-	11/19/19	17.97	44239	11/22/19
	42802620	Library Books	11/19/19	17.40	44239	11/22/19
	42802621	Library Books	11/19/19	16.20	44239	11/22/19
Total 1060:			-	691.07		
1089						
1089 JUB Engineers, Ir	c. 129068	On-Call Engineering Services	10/21/19	279.47	44148	11/08/19
	129071	Bonney Lane Industrial Discharge Facility	10/21/19	2,930.74	44148	11/08/19
	129072	Construction Management Services	10/21/19	17,544.39	44148	11/08/19
	129074	Old Post Office Survey	10/21/19	1,017.50	44148	11/08/19
		Old Post Office Survey	10/21/19	1,017.50	44148	11/08/19
	129075	Industrial Area Utility Tech Memo	10/21/19	1,219.97	44148	11/08/19
	129075	Industrial Area Utility Tech				

City of Umatilla	Paid Invoice Report - Council	Page: 9
	Check issue dates: 11/1/2019 - 11/30/2019	Nov 25, 2019 04:04PM

		Onook lood	- dates: 11/1/2010 11/00/2010			101 20, 20	10 01.011 111
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Memo	10/21/19	1,219.97	44148	11/08/19
		129636	Lind Road Improvements	11/11/19	20,614.12	44240	11/22/19
		129639	Miscellaneous engineering	11/11/19	2,287.34	44240	11/22/19
		129639	Miscellaneous engineering	11/11/19	2,287.33	44240	11/22/19
		129639		11/11/19	4,994.82	44240	11/22/19
		129642	Bonney Lane Industrial Discharge Facility	11/11/19	2,968.55	44240	11/22/19
		129643	Phase 1 Construction Management Services	11/11/19	19,907.01	44240	11/22/19
		129647	Industrial Area Utility Tech Memo	11/11/19	4,250.74	44240	11/22/19
		129647	Industrial Area Utility Tech Memo	11/11/19	4,250.73	44240	11/22/19
		129648	Land Survey	11/11/19	580.02	44240	11/22/19
Total 108	9:				87,370.20		
1099 1099 Jame	s C. Fulper dba Health Opt	86323	Police Physicals-Butler	10/21/19	218.00	44149	11/08/19
Total 109	9:				218.00		
<b>1108</b> 1108 JESS	E RODRIGUEZ CONSTR	3	City of Umatilla Indust. Discharge Facility Project	10/31/19	493,775.17	44150	11/08/19
Total 110	8:				493,775.17		
1112 limm	y's Johns Portable Toilets L	10253	Marina & RV Park - 2 Units	11/01/19	185.00	44151	11/08/19
·	•	10200	Marina & IVV Fark - 2 Office	11/01/13		44101	11/00/13
Total 111	2:				185.00		
1142	. D DO	100100	LIOD E	00/07/40	4 000 00	44450	44/00/40
1142 Jorda	in Ramis PC	162468	UGB Expansion	09/27/19	1,820.00	44152	11/08/19
		163496 163497	Vadata IWW Agreement	10/29/19 10/29/19	7,563.00 1,350.00	44152 44152	11/08/19 11/08/19
		163498	UGB Expansion Land Purchase Option	10/29/19	5,847.50	44152	11/08/19
Tatal 444	0.	103490	Land Fulchase Option	10/29/19	<u> </u>	44 152	11/06/19
Total 114	Z:				16,580.50		
1189 1189 KIE S	Supply Corp	2013173	Sprinkler Parts	10/08/19	27.29	44153	11/08/19
1103 KIL O	арріу Согр	2013209	Sprinkler Parts	10/08/19	29.40	44153	11/08/19
		2013212	•	10/08/19	7.56-		11/08/19
		2013846	Lamp HPS	10/22/19	14.44	44153	11/08/19
		2014222	Lamp HPS	10/30/19	14.44	44153	11/08/19
		2014224	Lamp HPS	10/30/19	14.44-		11/08/19
Total 118	9:				63.57		
1211							
	n, Theresa	OCTOBER20	Weddings	10/31/19	50.00	44154	11/08/19

Page: 1 ov 25, 2019 04:04PM	Nov 25, 20	1	)	Invoice Report - Council dates: 11/1/2019 - 11/30/2019		atilla	City of Uma
Check Check Number Issue Date		Invoice Amount	Invoice Date	Description	Invoice Number	Name	Vendor Number
	0.00	50.00				1211:	Total
							1219
44155 11/08/19 44155 11/08/19		140.00 141.00	10/04/19 10/04/19	Legal Services - General Legal Services - Cal Pine Property	2596 2597	úhn Law Offices	
44241 11/22/19 44241 11/22/19		192.50 146.00	11/07/19 11/07/19	Legal Services Legal Services	2708 2709		
	9.50	619.50				1219:	Total
44242 11/22/19 44242 11/22/19 44242 11/22/19	1.00 44242	51.00 51.00 109.00	11/11/19 11/14/19 11/14/19	Marina Coliform Testing Water Testing Marina Coliform Testing	19K0071 19K0087 19K0088	ćuo Testing Labs, Inc.	<b>1221</b> 1221 Ki
	1.00	211.00				1221:	Total
							4000
44156 11/08/19 44243 11/22/19		148.60 117.00	07/31/19 11/08/19	PD Uniform Uniform	INV305171 INV334376	N. Curtis and Sons	<b>1226</b> 1226 L.
	5.60	265.60				1226:	Total
							1249
44157 11/08/19	5.41 44157 ——	195.41	10/16/19	Supplies	9307100497	AWSON PRODUCTS	1249 LA
	5.41	195.41				1249:	Total
44158 11/08/19 44244 11/22/19		750.00 200.00	11/01/19 11/22/19	Life Flight Membership Life Flight Membership		ife Flight Network Foundation	<b>1272</b> 1272 Li
	0.00	950.00				1272:	Total
44160 11/08/19 44160 11/08/19		263.81 546.90	11/08/19 10/29/19	Travel Reimbursement OAPA Conference, OEDA Training, Salem Meeting	NOVEMBER TRAVELREI	MABBOTT, TAMRA	<b>1329</b> 1329 M
	).71	810.71				1329:	Total
							1340
44245 11/22/19	1.55 44245	1.55	11/11/19	<u> </u>	N8010175	/lail Finance	
44245 11/22/19	6.19 44245	6.19	11/11/19	Postage Meter Annual	N8010175		
44245 11/22/19	6.19 44245	6.19	11/11/19	Postage Meter Annual	N8010175		
44245 11/22/19	3.44 44245	183.44	11/11/19	Postage Meter Annual	N8010175		
44245 11/22/19	3.44 44245	183.44	11/11/19	Postage Meter Annual Rental	N8010175		
44160 12 44160 12 44245 12 44245 12 44245 12	3.81 44160 5.90 44160 0.71 1.55 44245 5.19 44245 5.19 44245 3.44 44245	950.00 263.81 546.90 810.71 1.55 6.19 6.19 183.44	11/08/19 10/29/19 11/11/19 11/11/19 11/11/19	Travel Reimbursement OAPA Conference, OEDA Training, Salem Meeting  Postage Meter Annual Rental Postage Meter Annual	NOVEMBER TRAVELREI N8010175 N8010175 N8010175	MABBOTT, TAMRA 1329:	1329 1329 M Total 1340

City of U	matilla		Invoice Report - Council dates: 11/1/2019 - 11/30/2019	)	N	lov 25, 20	Page: 11 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		N8010175	Postage Meter Annual Rental	11/11/19	6.19	44245	11/22/19
То	otal 1340:			_	387.00		
<b>1360</b> 1360	Marten Transport	192408SETH	Overpayment Seth W Burtk	11/01/19	150.00	44161	11/08/19
То	otal 1360:			-	150.00		
<b>1418</b> 1418	Mechanix, Inc.	009080	Back Flow Tests City	10/13/19	1,039.98	44162	11/08/19
То	otal 1418:			-	1,039.98		
<b>1483</b> 1483	Modern Marketing Inc.	MMI134713	Supplies for Library Program	09/17/19	246.69	44006	Multiple
		MMI134713	Supplies for Library Program	09/17/19	246.69-		
То	otal 1483:			-	.00		
<b>1493</b> 1493	Moore, Larry	11012019	Slip Released- Moorage Refund	11/01/19	95.00	44166	11/08/19
То	otal 1493:				95.00		
<b>1561</b> 1561	Norco Inc.	27735258	Clothing Allowance- Whitaker	10/29/19	24.42	44167	11/08/19
		27735258	Clothing Allowance- Whitaker	10/29/19	2.71	44167	11/08/19
		27767878 27767878	Cylinder Rental Cylinder Rental	10/31/19 10/31/19	43.12 43.12	44167 44167	11/08/19 11/08/19
То	otal 1561:			_	113.37		
<b>1562</b> 1562	North Central Labs of Wisc	427959 429918	Water Test Supplies Water Test Supplies	08/27/19 10/10/19	174.83 201.00	44168 44168	11/08/19 11/08/19
То	otal 1562:			-	375.83		
<b>1580</b> 1580	NW Farm Supply Inc.	A210429 A210480	Work Gloves Deer Grain Lined Glove	11/04/19 10/29/19	15.99 15.99	44247 44170	11/22/19 11/08/19
То	otal 1580:			-	31.98		
<b>1581</b> 1581	NW Metal Fabricators	0003615-IN	Swing Set	10/21/19	470.00	44171	11/08/19

City of U	matilla		Invoice Report - Council dates: 11/1/2019 - 11/30/2019	9	١	Nov 25, 20	Page: 12 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
То	tal 1581:			- -	470.00		
<b>1615</b> 1615	One Call Concepts, Inc.	9100498	Excavation Notices	10/31/19	54.98	44172	11/08/19
То	tal 1615:			_	54.98		
<b>1631</b> 1631	Oregon Corrections Enterprises	136748-IN	Furniture for PD	11/05/19	3,828.00	44248	11/22/19
То	tal 1631:				3,828.00		
<b>1636</b> 1636	Oregon Dept of Revenue	NOVEMBER	State Court Assessments	11/01/19	39,435.42	44173	11/08/19
То	tal 1636:			-	39,435.42		
<b>1637</b> 1637	Oregon Dept of State Lands	2019UNCLAI 2019UNCLAI 33462-ML R	2019 Unclaimed property 2019 Unclaimed Property Waterway Lease 33462- ML Renewal	10/28/19 10/28/19 11/18/19	604.00 129.45 375.00	44174 44174 44213	11/08/19 11/08/19 11/18/19
То	tal 1637:			_	1,108.45		
<b>1657</b> 1657	Oriental Trading Company	699406237-0	Supplies for Reading Program	11/13/19	113.21	44249	11/22/19
То	tal 1657:			-	113.21		
<b>1674</b> 1674	Owen Equipment Co.	00192720 192404	• •	11/05/19 10/17/19	282.12 259.49	44250 44176	11/22/19 11/08/19
То	tal 1674:			_	541.61		
<b>1676</b> 1676	OXARC Inc.	30801922 30804137	Oxygen/acetylene Dorcy Signal Wand, safety vest	10/24/19 10/25/19	58.60 53.24	44177 44251	11/08/19 11/22/19
		30804159 30805771	Stop/Slow Paddle Fire Ext	10/25/19 10/31/19	233.92 362.07	44251 44177	11/22/19 11/08/19
		30805771	inspection/recharge Fire Ext inspection/recharge	10/31/19	362.07	44177	11/08/19
		30805771	Fire Ext inspection/recharge	10/31/19	362.07	44177	11/08/19
		30805771	Fire Ext inspection/recharge	10/31/19	362.07	44177	11/08/19
		30805771	Fire Ext inspection/recharge	10/31/19	362.07	44177	11/08/19
		30805772	Fire Ext				

City of Umatilla			Invoice Report - Council dates: 11/1/2019 - 11/30/2019	)	١	Nov 25, 20	Page: 13 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			inspection/recharge	10/31/19	11.05	44177	11/08/19
		30805772	Fire Ext inspection/recharge	10/31/19	11.05	44177	11/08/19
		30805772	Fire Ext inspection/recharge	10/31/19	11.05	44177	11/08/19
		30805772	Fire Ext inspection/recharge	10/31/19	11.05	44177	11/08/19
		30805772	Fire Ext inspection/recharge	10/31/19	11.05	44177	11/08/19
Total 1676:				_	2,211.36		
1684							
1684 Pacific F	Power	0010NOV201	Electric Svs-820 6th St.	11/14/19	138.33	44252	11/22/19
		0010OCT201	820 6TH St.	10/15/19	17.97	44178	11/08/19
		0013NOV201	Electric Svs-632 D St.highway 395 & 730 Interti Well	11/14/19	2,299.50	44252	11/22/19
		0013OCT19	Highway 395 & 730 Interti Well	10/15/19	3,028.71	44178	11/08/19
		0021NOV201	205 Powerline/McNarly Lnd. Park lift station/Disposal Plant	10/22/19	7,307.36	44178	11/08/19
		0039NOV201	McFarland Well	10/24/19	1,728.28	44178	11/08/19
		0047NOV201	McNary Mobile Phase #2	10/28/19	274.70	44178	11/08/19
		0054NOV201	City Pk Rest Rooms	10/22/19	266.78	44178	11/08/19
		0062NOV201	Electric Svs-Shop Complex -Maintenance Shop	11/14/19	35.37	44252	11/22/19
		0062OCT19	Shop Complex Umatilla	10/15/19	32.84	44178	11/08/19
		0070NOV201	Electric Svs-8th & F SE Corner	11/14/19	29.30	44252	11/22/19
		0070OCT19	8th & F SE Corner	10/15/19	34.72	44178	11/08/19
		0088NOV201	Electric Svs-8th & E ST SS Park	11/14/19	146.07	44252	11/22/19
		0088OCT19	8th & E St. SS Park	10/15/19	39.79	44178	11/08/19
		0096NOV201	6th & A St.	10/22/19	17.87	44178	11/08/19
		0104NOV201	Street Lights	10/23/19	2,324.86	44178	11/08/19
		0112NOV201	800 6th St.	11/14/19	56.53	44252	11/22/19
		0112NOV201	800 6th St.	11/14/19	261.27	44252	11/22/19

0112NOV201 800 6th St.

0112NOV201 800 6th St.

0112OCT19 800 6th St.

0112OCT19 800 6th St.

0112OCT19 800 6th St.

0112OCT19 800 6th St.

Electric Svs-632 D St.

Electric Svs-Bud Draper

Electric Svs-Water Booster

Water Booster Station

Electric Svs-Water Tank

632 D St.

Station

Port

Bud Draper Dr.

Dr.

0120NOV201

0146NOV201

0146OCT19

0153OCT19

0161NOV201

0153NOV201

0120OCT19

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City of Umatilla	Paid Invoice Report - Council	Page: 14
	Check issue dates: 11/1/2019 - 11/30/2019	Nov 25, 2019 04:04PM

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0161OCT19	Water Tank Port Umatilla OR	10/15/19	4,831.52	44178	11/08/19
		0179NOV201	285 Radar Rd.	10/24/19	377.88	44178	11/08/19
		0187NOV201	Electric Svs-Div 7 Naches Ave Lift	11/14/19	30.22	44252	11/22/19
		0187OCT19	Div 7 Naches Ave Lift	10/15/19	29.57	44178	11/08/19
		0377NOV201	Bath House Marina	10/28/19	229.28	44178	11/08/19
		0385NOV201	Fish Cleaning Station	10/22/19	19.23	44178	11/08/19
		0393NOV201	West End Comfort Station	10/22/19	19.12	44178	11/08/19
		0401NOV201	15 Hp Pump Marina	10/22/19	173.33	44178	11/08/19
		0419NOV201	Quincy Ave N 2nd	10/22/19	120.10	44178	11/08/19
		0427NOV201	Marina Park	10/22/19	1,001.76	44178	11/08/19
		0435NOV201	1710 Quincy St.	10/22/19	348.50	44178	11/08/19
		0443NOV201	Umatilla Marina St. Lights	11/14/19	188.44	44252	11/22/19
		0476NOV201	ABT 30322 HWY 730	10/22/19	25.42	44178	11/08/19
		0500NOV201	Electric Svs-129 Walla Walla St. Kiwanis Park/Lights	11/15/19	20.03	44252	11/22/19
		0500OCT19	129 Walla Walla St.	10/15/19	21.67	44178	11/08/19
To	tal 1684:			-	44,289.21		
1688							
1688	Pacificorp (Joint Use)	CR191448	Annual Distribution Contract	10/15/19	428.00	44179	11/08/19
То	tal 1688:				428.00		
1715							
1715	Pea Ridge Embroidery	35968 36030	6th St. Project Signs Fleece Headbands, knit beanies	11/01/19 11/15/19	800.00 269.00	44180 44253	11/08/19 11/22/19
То	tal 1715:			_	1,069.00		
1755							
	Pioneer Const & Pendleton Rea	491665	Street Maintenance	10/18/19	231.70	44181	11/08/19
То	tal 1755:			-	231.70		
1763							
1763	Platt	X424268	Supplies	10/29/19	117.13	44183	11/08/19
		X424514		10/23/19	7.40	44183	11/08/19
		X499589		11/14/19	39.36	44254	11/22/19
		X544094	• •	11/06/19	36.12	44254	11/22/19
		X613502		11/14/19	7.72	44254	11/22/19
		X655077		11/19/19	12.00	44254	11/22/19
To	tal 1763:			-	219.73		
1791							
1791	PRO RENTAL & SALES, INC.	22-1117885 22-1121463	Compactor for Street Dept GENIE Lift Rental for City Hall	10/09/19 10/17/19	124.12 371.20	44184 44184	11/08/19 11/08/19

City of Umatilla		Invoice Report - Council dates: 11/1/2019 - 11/30/201	9	١	lov 25, 20	Page: 15 19 04:04PM
Vendor Number Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
	22-1127178 22-1129294	Compactor double drum Scissor Lift Rental	10/30/19 11/06/19	651.12 145.00	44255 44255	11/22/19 11/22/19
Total 1791:			_	1,291.44		
1818						
1818 Quill Corporation	1975309	Ofice Supplies	10/16/19	95.27	44185	11/08/19
	1975309	Office Supplies	10/16/19	18.93	44185	11/08/19
	1975309	Office Supplies	10/16/19	38.17	44185	11/08/19
	1975309	Office Supplies	10/16/19	57.10	44185	11/08/19
	1975309	Office Supplies	10/16/19	57.10	44185	11/08/19
	1975309	Office Supplies	10/16/19	38.17	44185	11/08/19
	1975309	Office Supplies	10/16/19	5.58	44185	11/08/19
	2037124	Ofice Supplies	10/18/19	80.73	44185	11/08/19
	2037124	Office Supplies	10/18/19	16.04	44185	11/08/19
	2037124	Office Supplies	10/18/19	32.35	44185	11/08/19
	2037124	Office Supplies	10/18/19	48.39	44185	11/08/19
	2037124	Office Supplies	10/18/19	48.39	44185	11/08/19
	2037124	Office Supplies	10/18/19	32.35	44185	11/08/19
	2037124	Office Supplies	10/18/19	4.73	44185	11/08/19
	2142799	Ofice Supplies	10/23/19	38.39	44185	11/08/19
	2142799	Office Supplies	10/23/19	7.63	44185	11/08/19
	2142799	Office Supplies	10/23/19	15.38	44185	11/08/19
	2142799	Office Supplies	10/23/19	23.01	44185	11/08/19
	2142799	Office Supplies	10/23/19	23.01	44185	11/08/19
	2142799	Office Supplies	10/23/19	15.38	44185	11/08/19
	2142799	Office Supplies	10/23/19	2.25	44185	11/08/19
	2272858	Ofice Supplies	10/29/19	68.15	44185	11/08/19
	2272858	Office Supplies	10/29/19	13.54	44185	11/08/19
	2272858	Office Supplies	10/29/19	27.30	44185	11/08/19
	2272858	Office Supplies	10/29/19	40.85	44185	11/08/19
	2272858	Office Supplies	10/29/19	40.85	44185	11/08/19
		Office Supplies	10/29/19	27.30	44185	11/08/19
	2272858	Office Supplies	10/29/19	4.00	44185	11/08/19
	2536857		11/08/19	23.17	44256	11/22/19
	2536857	• •	11/08/19	4.60	44256	11/22/19
	2536857	Office Supplies	11/08/19	9.28	44256	11/22/19
	2536857	Office Supplies	11/08/19	13.89	44256	11/22/19
	2536857	Office Supplies	11/08/19	13.89	44256	11/22/19
	2536857	Office Supplies	11/08/19	9.28	44256	11/22/19
	2536857	Office Supplies	11/08/19	1.36	44256	11/22/19
Total 1818:			-	995.81		
1846						
1846 RDO Equipment Co.	W37813	Lawn Mower Service- Marina	10/03/19	515.56	44257	11/22/19
Total 1846:			-	515.56		
40.40			-			
1849 Recorded Books, LLC	76531825	Books on Tape for Library	10/16/19	148.49	44186	11/08/19
1049 Necolded Books, LLC	76571637	•	11/12/19	136.76	44258	11/22/19
	7007 1007	200 cm rape for Library	,	100.70	. 1200	,, 10

City of U	matilla		Invoice Report - Council dates: 11/1/2019 - 11/30/2019	)	N	lov 25, 20	Page: 16 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
То	tal 1849:				285.25		
<b>1912</b> 1912	Ross Machine & Steel Sales, Inc	1519959	Halloween Prop Halloween Prop Void Double Entry	10/08/19 10/04/19 10/04/19	60.00 60.00 60.00-	Multiple Multiple 44189	Multiple Multiple 11/08/19
То	tal 1912:				60.00		
<b>1929</b> 1929	S.S. EQUIPMENT	IH39471	NEW HOLLAND LIGHT AND BRUSH GUARD	10/31/19	342.10	44259	11/22/19
То	tal 1929:				342.10		
<b>1938</b> 1938	Sanco Inc.	10545	Purefloc 22C9 Polymer	10/14/19	1,035.00	44190	11/08/19
То	tal 1938:				1,035.00		
<b>1944</b> 1944	Sanitary Disposal, Transfer St	18265NOVE	Bio Solids	11/01/19	84.73	44260	11/22/19
То	tal 1944:				84.73		
<b>1977</b> 1977	Seder Architecture + Urban Des,	4NOV2019 4NOV2019	Umatilla Business Center Umatilla Business Center	11/06/19 11/06/19	3,832.70 3,832.70	44261 44261	11/22/19 11/22/19
То	tal 1977:				7,665.40		
<b>1981</b> 1981	SEITZ, BRANDON	TRAVELEXP	PM Training in Salem-Seitz	10/24/19	188.87	44191	11/08/19
То	tal 1981:				188.87		
<b>2000</b> 2000	Shelco Electric Inc.	65954	WW Phase Monitor	10/30/19	180.00	44262	11/22/19
То	tal 2000:				180.00		
<b>2021</b> 2021	Simplot Grower Solutions	757116332	nutra-sol tank cleaner	10/16/19	9.50	44192	11/08/19
То	tal 2021:				9.50		
<b>2025</b> 2025	SIMTEK	1545	New flow meter-Golf	11/06/19	940.88	44263	11/22/19
То	tal 2025:				940.88		

City of Umatilla	Paid Invoice Report - Council	Page: 17
	Check issue dates: 11/1/2019 - 11/30/2019	Nov 25, 2019, 04:04PM

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2059							
	Smitty's Ace Hardware	613792	Supplies	10/01/19	43.97	44193	11/08/19
		613965	Starter Rope, Oil	10/03/19	16.83	44193	11/08/19
		614233	Repair couplings	10/08/19	24.70	44193	11/08/19
		614859	Supplies	10/17/19	22.52	44193	11/08/19
		615163	Reflective Insulate	10/22/19	143.92	44193	11/08/19
		615250	Supplies	10/23/19	30.75	44193	11/08/19
		615472	Clothing Allowance- Harrington	10/26/19	154.97	44264	11/22/19
		615472	Clothing Allowance- Harrington	10/26/19	31.00	44264	11/22/19
		615472	Clothing Allowance- Harrington	10/26/19	31.00	44264	11/22/19
		615472	Clothing Allowance- Harrington	10/26/19	92.98	44264	11/22/19
		615474	Clothing Allowance- Harrington	10/26/19	13.99	44264	11/22/19
		615474	Clothing Allowance- Harrington	10/26/19	2.80	44264	11/22/19
		615474	Clothing Allowance- Harrington	10/26/19	2.79	44264	11/22/19
		615474	Clothing Allowance- Harrington	10/26/19	8.40	44264	11/22/19
		616104	RV/Marine Antifreeze	11/05/19	24.00	44193	11/08/19
		616186	marking paint	11/06/19	30.15	44264	11/22/19
		616313	Key	11/07/19	7.96	44264	11/22/19
		616615	Key	11/13/19	7.96	44264	11/22/19
		616667	Tools for Fleet Maintenance	11/14/19	153.48	44264	11/22/19
		616667	Tools for Fleet Maintenance	11/14/19	153.48	44264	11/22/19
		616667	Tools for Fleet Maintenance	11/14/19	153.47	44264	11/22/19
		616667	Tools for Fleet Maintenance	11/14/19	153.48	44264	11/22/19
		616752	Sm milk house heater	11/15/19	33.99	44264	11/22/19
		D81361	Halloween Supplies	10/16/19	189.65	44193	11/08/19
To	tal 2059:			-	1,528.24		
2067							
2067	SOTELO, SUSANA	11012019 STATEMILE	Library Inservice-Mileage Mileage Reimbursement for Susie	11/01/19 11/01/19	16.44 263.32	44194 44194	11/08/19 11/08/19
To	tal 2067:				279.76		
2076							
	Specks Printing	7626	Printed Forms and Supplies	11/21/19	22.75	44265	11/22/19
		7626	Printed Forms and Supplies	11/21/19	4.55	44265	11/22/19
		7626	Printed Forms and Supplies	11/21/19	9.10	44265	11/22/19
		7626	Printed Forms and				

City of Umatilla	Paid Invoice Report - Council	Page: 18
	Check issue dates: 11/1/2019 - 11/30/2019	Nov 25, 2019 04:04PM

		Check issue	e dates: 11/1/2019 - 11/30/201	9	ľ	NOV 25, 20	19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		7626	Supplies Printed Forms and Supplies	11/21/19 11/21/19	1.30 13.65	44265 44265	11/22/19 11/22/19
		7626	Printed Forms and Supplies	11/21/19	13.65	44265	11/22/19
Total 2	2076:			-	65.00		
<b>2138</b> 2138 SY	NCHRONY BANK/AMAZON	3142NOV201 3142NOV201	supplies DVD	11/15/19 11/15/19	86.32 19.96	44266 44266	11/22/19 11/22/19
Total 2	2138:			-	106.28		
<b>2141</b> 2141 Tal	ble Rock Analytical Lab	M055229	Coliform drinking water tests	10/10/19	660.00	44098	Multiple
		M055229	Coliform drinking water tests	10/10/19	660.00-		
		T000858	Coliform drinking water tests	09/27/19	240.00	44098	Multiple
		T000858	Coliform drinking water tests	09/27/19	240.00-		
		T000983	Coliform drinking water tests	10/14/19	240.00	44267	Multiple
		T000983	Coliform drinking water tests	10/14/19	240.00-		
		T001008 T001008	Sludge Analysis Sludge Analysis	10/17/19 10/17/19	390.00 390.00-	44197	Multiple
Total 2	2141:			-	.00		
<b>2145</b> 2145 Tai	ilored Solutions Corp.	20191107	Annual Software Maintenance	11/06/19	60.00	44268	11/22/19
Total 2	2145:			-	60.00		
<b>2148</b> 2148 Tal	los Engineering, Inc.	1405	Cellular Texting System	11/01/19	60.00	44269	11/22/19
Total 2	2148:			-	60.00		
<b>2217</b> 2217 Too	nkon Torp, LLP	1591364 1592857	SIP Agreement w/County SIP Agreement w/County	10/07/19 11/07/19	700.00 2,045.00	44198 44270	11/08/19 11/22/19
Total 2	2217:			_	2,745.00		
<b>2244</b> 2244 Tro	ojan UV Inc	SLS/1028880	Cylinder Replacement Kit	10/09/19	1,854.71	44200	11/08/19
Total 2	2244:			-	1,854.71		

City of U	matilla		Invoice Report - Council e dates: 11/1/2019 - 11/30/201	9	N	Nov 25, 20	Page: 19 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2264</b> 2264	Umatilla Chamber of Commerce	2019CONTRI 2019CONTRI	TRT Grant Chamber Support	11/07/19 11/07/19	6,799.20 5,250.00	44201 44201	11/08/19 11/08/19
То	tal 2264:			_	12,049.20		
<b>2273</b> 2273	Umatilla County Finance Dept	NOVEMBER	County Assessment	11/01/19	4,992.58	44202	11/08/19
То	tal 2273:			-	4,992.58		
<b>2274</b> 2274	Umatilla County Health Dept	LMW202000	Annual Validation Fee Marina	10/22/19	137.00	44203	11/08/19
То	tal 2274:			_	137.00		
<b>2278</b> 2278	Umatilla County Sheriff's Ofc	2019000010	911 Dispatch Services	10/31/19	20,970.00	44204	11/08/19
То	tal 2278:			-	20,970.00		
<b>2281</b> 2281	Umatilla Elect. Coop. Assoc.	0004NOV201 7800NOV201 7800NOV201 7800NOVEM 7800NOVEM	Electric Electric-Sewer pump wildwood Electric-Street Light 60 HP Sewer Pump Street Lights	10/20/19 10/20/19 10/20/19 11/03/19 11/03/19	33.85 42.13 24.75 37.02 80.50	44205 44205 44205 44271 44271	11/08/19 11/08/19 11/08/19 11/22/19 11/22/19
То	tal 2281:			-	218.25		
	Umatilla Ready-Mix, Inc.	069622	122 Columbia St. Umatilla	10/11/19 -	405.50 405.50	44206	11/08/19
<b>2293</b> 2293	Unifirst Corporation	1430252956	Bldg Maint/Supplies CH/Library	10/25/19	42.20	44207	11/08/19
		1430252956	Bldg Maint/Supplies CH/Library	10/25/19	65.38	44207	11/08/19
		1430252956	Bldg Maint/Supplies CH/Library	10/25/19	65.38	44207	11/08/19
		1430253463	Bldg Maint/Supplies CH/Library	11/01/19	69.67	44207	11/08/19
		1430253463	Bldg Maint/Supplies CH/Library	11/01/19	107.93	44207	11/08/19
		1430253463	Bldg Maint/Supplies CH/Library	11/01/19	107.92	44207	11/08/19
		1430254035 1430254035	Bldg Maint/Supplies CH/Library Bldg Maint/Supplies	11/08/19 11/08/19	42.20 65.38	44272 44272	11/22/19 11/22/19
		0020 .000	CH/Library		00.00		

City of Umatilla			Invoice Report - Council dates: 11/1/2019 - 11/30/201	9	١	Nov 25, 20	Page: 20 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430254035	Bldg Maint/Supplies CH/Library	11/08/19	65.38	44272	11/22/19
		1430254576	Bldg Maint/Supplies CH/Library	11/15/19	42.20	44272	11/22/19
		1430254576	Bldg Maint/Supplies CH/Library	11/15/19	65.38	44272	11/22/19
		1430254576	Bldg Maint/Supplies CH/Library	11/15/19	65.38	44272	11/22/19
Total 2293	3:			-	804.40		
2314 2314 USA E	Bluebook Inc.	065555	SpecCheck LR DPD Chlorine	11/13/19	213.67	44273	11/22/19
		072162	Partlow Circular Chart, Honeywell Circular Chart	11/20/19	239.45	44273	11/22/19
Total 231	4:			-	453.12		
<b>2337</b> 2337 Verizo	on Wireless	9840219614	Public Works Phones	10/15/19	85.14	44208	11/08/19
		9841326291	Police Cell Phones	11/03/19	918.75	44274	11/22/19
		9841326291	Public Works Phones	11/03/19	193.41	44274	11/22/19
		9841326291	Public Works Phones	11/03/19	193.42	44274	11/22/19
		9841326291	Cell Phone	11/03/19	80.02	44274	11/22/19
Total 233	7:			-	1,470.74		
<b>2361</b> 2361 Walma	art Community	5523OCT19	Halloween Event Supplies	10/16/19	67.84	44209	11/08/19
Total 236	1:			-	67.84		
<b>2421</b> 2421 Wildca	at Electric, LLC	4876	Replace Breaker H-Dock	10/29/19	112.50	44211	11/08/19
Total 242	1:			_	112.50		
2504 Mount	Hallack & Kov	239419	Marina Bathroom Locks	11/12/10	2 266 75	44246	11/22/10
	t's Lock & Key	239419	Marina Bathroom Locks	11/12/19	3,366.75	44246	11/22/19
Total 2504	4:			-	3,366.75		
2530 Gold E	Badger Upfitter	UPD101619	Decom 2011 charger	10/16/19	150.00	44132	11/08/19
Total 2530	0:			_	150.00		
<b>2541</b> 2541 FCS 0	Group	3034-219100	Umatilla-Water, Wasterwater and Parks Rate Study	10/18/19	997.50	44130	11/08/19

City of Umatilla			Invoice Report - Council dates: 11/1/2019 - 11/30/2019	9	١	Nov 25, 20	Page: 21 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
То	ital 2541:			-	997.50		
<b>2544</b> 2544	911 Supply	81928	Uniforms	11/15/19	110.99	44214	11/22/19
То	otal 2544:			-	110.99		
<b>2557</b> 2557	Hermiston Ranch & Home	1480045291	Clothing Allowance-Casey Horn	10/06/19	30.79	44238	11/22/19
		I480045291	Clothing Allowance-Casey Horn	10/06/19	153.97	44238	11/22/19
		I480045291	Clothing Allowance-Casey Horn	10/06/19	61.59	44238	11/22/19
		1480045291	Clothing Allowance-Casey	10/06/19	61.58	44238	11/22/19
		1480051794	Horn Clothing Allowance-Duane Dyer	11/02/19	59.99	44238	11/22/19
То	otal 2557:			_	367.92		
<b>2589</b> 2589	Huffman, Chris	011565-1030	City Logos for Overpass	10/30/19	5,000.00	44145	11/08/19
То	otal 2589:			-	5,000.00		
2628	Strong, Arianna	11012010	Library Inservice-mileage	11/01/19	16.44	44195	11/08/19
	-	11012019	Library inservice-initeage	11/01/19		44 195	11/06/19
10	tal 2628:			-	16.44		
<b>2638</b> 2638	Rosales, Pablo	E19O1603R	Restitution	11/01/19	10.00	44188	11/08/19
То	otal 2638:			_	10.00		
<b>2646</b> 2646	GeoEngineers	0160831	StormwaterUIC Groundwater Protectiveness Evaluation	11/11/19	4,243.00	44229	11/22/19
То	tal 2646:			-	4,243.00		
<b>2647</b> 2647	Pinnock, David Wayne	NOV2019	Park Concessionaire Services	11/01/19	8,500.00	44107	11/05/19
То	tal 2647:				8,500.00		
<b>2648</b> 2648	Hedman, Jared	233CHUKAR	Utility Refund	10/23/19	100.00	44138	11/08/19

City of Umatilla			Invoice Report - Council e dates: 11/1/2019 - 11/30/2019	)	N	lov 25, 20	Page: 22 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
То	tal 2648:			-	100.00		
<b>2649</b> 2649	Holderman, Jena	13317THST	Utility Refund	10/23/19	37.66	44142	11/08/19
То	tal 2649:			-	37.66		
<b>2650</b> 2650	Bainbridge Associates, LLC	BAI 19-1017-	Flow Meter	10/24/19	6,905.46	44115	11/08/19
То	tal 2650:			-	6,905.46		
<b>2651</b> 2651	Andrade Ruiz, Ruben	200ALSTNO	Utility Refund-final bill	10/31/19	13.38	44113	11/08/19
То	tal 2651:			-	13.38		
<b>2652</b> 2652	Hermiston Police Department	11042019	computer for the PD	11/04/19	3,000.00	44141	11/08/19
То	tal 2652:			-	3,000.00		
<b>2653</b> 2653	Liquivision Technology Inc.	6382	Clean and Inspect Port and Golf	10/31/19	4,750.00	44159	11/08/19
		6384		11/01/19	4,875.00	44159	11/08/19
То	tal 2653:			-	9,625.00		
<b>2654</b> 2654	Ward, Michael	11012019	Slip Release-Moorage Refund	11/01/19	95.00	44210	11/08/19
То	tal 2654:			-	95.00		
<b>2655</b> 2655	Medeoit, Enienne	190650ENIE	Overpayment-Alphene Odney	11/01/19	5.00	44163	11/08/19
То	tal 2655:			-	5.00		
<b>2656</b> 2656	Pioneer Packaging	192280DON	Overpayment-Donald Dressel	11/01/19	215.00	44182	11/08/19
То	tal 2656:			-	215.00		
<b>2657</b> 2657	NRC Environmental Services	192196DAVI	Overpayment-David L Anderson	11/01/19	235.00	44169	11/08/19

City of U	Imatilla		Invoice Report - Council dates: 11/1/2019 - 11/30/20	19	N	lov 25, 20	Page: 23 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
To	otal 2657:			-	235.00		
<b>2658</b> 2658	David, Evelyn E.	192432NOV	Overpayment	11/01/19	75.00	44126	11/08/19
To	otal 2658:			_	75.00		
<b>2659</b> 2659	Townsend, Timothy W.	192173TIMO	Overpayment	11/01/19	38.00	44199	11/08/19
Тс	otal 2659:				38.00		
<b>2660</b> 2660	Mercury Transports LLC	192448MATT	Overpayment-Matthew Pace	11/01/19	215.00	44165	11/08/19
To	otal 2660:			-	215.00		
<b>2661</b> 2661	AKAL Cargo LTD	191659FEDE	Overpayment-Federico Arque4ro	11/01/19	35.00	44110	11/08/19
To	otal 2661:			-	35.00		
<b>2662</b> 2662	Oszuna, Trinidad J.	192309TRINI	Overpayment	11/01/19	38.00	44175	11/08/19
To	otal 2662:			_	38.00		
<b>2663</b> 2663	Merchant, Cyrus	192512CYR	Overpayment	11/01/19	215.00	44164	11/08/19
To	otal 2663:			-	215.00		
<b>2664</b> 2664	C-1 Transporation inc.	192423CAPI	Overpayment-Capita Dumitru	11/01/19	150.00	44118	11/08/19
To	otal 2664:			-	150.00		
<b>2665</b> 2665	Sunnyside Buying Station	192232ROG	Overpayment-Rogelio C Guizar	11/01/19	15.00	44196	11/08/19
To	otal 2665:			-	15.00		
<b>2666</b> 2666	Calaway, Calvin	192028JUAN	Overpayment-Juna Bermudes Saldana	11/01/19	235.00	44119	11/08/19
To	otal 2666:			-	235.00		
				-			

City of Ur	matilla		Invoice Report - Council dates: 11/1/2019 - 11/30/2019	1	1	Nov 25, 20	Page: 24 19 04:04PM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2667 2667	Anderson, Robert A.	192439ROB	Overpayment	11/01/19	215.00	44112	11/08/19
To	tal 2667:				215.00		
<b>2668</b> 2668	Hermiston Cleaning Services, LL	4213	Carpet Cleaning-830 6th St.	10/30/19	560.00	44140	11/08/19
To	tal 2668:				560.00		
<b>2669</b> 2669	Worthington Direct	INV347128U	Folding Chairs	10/28/19	851.80	44212	11/08/19
To	tal 2669:				851.80		
<b>2670</b> 2670	Rodriguez Mendoza, Jose R	192094ROD	Overpayment-Jose R Rodriguez Mendoza	11/01/19	10.00	44187	11/08/19
To	tal 2670:				10.00		
<b>2671</b> 2671	GeoProfessional Innovation	GPI181215	Business Center- Geotechnical Report	11/12/19	3,600.00	44230	11/22/19
		GPI181215	Business Center- Geotechnical Report	11/12/19	3,600.00	44230	11/22/19
To	tal 2671:				7,200.00		
<b>2672</b> 2672	Greer, Chris	784501	Firewood for Marina	11/21/19	500.00	44233	11/22/19
To	tal 2672:				500.00		
<b>2673</b> 2673	Goal Diggers LLC	1010	Replace Existing Gate Valve	11/19/19	4,000.00	44232	11/22/19
To	tal 2673:				4,000.00		
Gra	and Totals:				964,556.57		
Report C	riteria: I report type printed						



# Umatilla Municipal Court

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

December 5, 2019

TO:

MAYOR MARY DEDRICK

FROM:

THERESA M KROGH, MUNICIPAL JUDGE

SUBJECT: NOVEMBER 2019 MONTH END REPORT

<b>TOTAL</b>		POLICE TRAI	INING COUNTY	STATE	REFUNDS
RECEIPTS	FINES	FUND	ASSESS	ASSESS.	
\$ 60,681.55	\$24,338.55	\$ 10.00	\$4,211.53	\$30,329.47	\$1,792.00

FUNDS INCLUDES, OVERPAYMENTS, RESTITUTION, REFUNDS TO DEFENDANTS AND BAIL TRANSFERRED TO OTHER COURTS. THERE IS AN EXTRA \$265.00 FOR REFUND FROM JUNE 2019.

TURNOVER FOR NOVEMBER 2019 IS \$24,338.55

FOUR WEDDINGS WERE PERFORMED IN NOVEMBER ALL IN THE COURT ROOM...

Theresa M Krogh Municipal Judge for

The City of Umatilla

:tmk

CC: COUNCIL

# CITY OF UMATILLA, OREGON

# **AGENDA BILL**

Agenda Title:	Meeting Date:
November 5, 2019 Minutes	2019-12-17

Department:	Director:	Contact Person:	Phone Number:
City Administration	David Stockdale	Nanci Sandoval	541-922-3226x105

Cost of Proposal:	Fund(s) Name and Number(s):
NA	N/A
Amount Budgeted:	

Reviewed by Finance Department:	Previously Presented:
No	NA

## **Attachments to Agenda Packet Item:**

CM 11-5-2019.docx

## **Summary Statement:**

Approval

### **Consistent with Council Goals:**

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

# CITY OF UMATILLA COUNCIL MEETING November 5, 2019

#### 1) MEETING CALLED TO ORDER

Meeting called to order at 7:02 p.m.

### 2) ROLL CALL

**PRESENT:** Corinne Funderburk, Michael Roxbury, Leslie Smith, Ashley Wheeler, Josy

Chavez, Roak TenEyck

**ABSENT:** None

**STAFF PRESENT:** Mary Dedrick

#### 3) PLEDGE OF ALLEGIANCE

#### 4) APPROVAL OF AGENDA

Roak TenEyck moved to approve agenda.. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

#### 5) CITY MANAGER'S REPORT

#### 5.1 Museum Award Presentation

Larry Hardy from the Umatilla Museum & Historical Foundation presented a Certificate of Appreciation to Judy Kirkpatrick. They had taken Judy on from a partnership built with BMCC and the WorkSource program. Judy was now employed at the School District and the Museum board just wanted to thank her for all her hard work and dedication.

- 5.2 Lind Road Blasting Research & Update.
- 5.3 Oregon Liquor Control Commission (OLCC) Permit Application Processing Update

Manager Stockdale explained to Council that in effort to provide effective, fast, and excellent customer service, it would be in the City's best interest to allow staff to handle OLCC applications moving forward. It would go through the planning department and it would allow the Liquor Control Commission to get through the process quicker.

#### 6) PUBLIC COMMENT

Kim Nobles - Explained to Council there had been significant damage to her water wells. Amazon has paid all the attorneys from here to Portland who are knowledgeable about the situation, so, they are the little guys going up against Amazon.

#### 7) CONSENT AGENDA

- 7.1 Court Report October
- 7.2 Paid Invoices
- 7.3 Resolution No. 18-2020 A Resolution Amending Sections 16, 20, 26 and 27 of the Umatilla Fee Resolution; and Amending the Title of Resolution No. 19-2018
- 7.4 September 3, 2019 Minutes
- 7.5 September 17, 2019 Minutes
- 7.6 October 1, 2019 Minutes
- 7.7 October 15, 2019 Minutes

Roak TenEyck moved to approve Consent Agenda items 7.1 October Court Report, 7.2 Paid Invoices, 7.3 Resolution NO. 18-2020, 7.4 September 3, 2019 Minutes, 7.5 September 17, 2019 Minutes, 7.6 October 1, 2019 Minutes, and 7.7 October 15, 2019 Minutes.. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

#### 8) **NEW BUSINESS**

8.1 Resolution No. 19-2020 - A Resolution Authorizing the City Manager to Sign an Intergovernmental Service Agreement with the Umatilla School District for the Purpose of Hiring FCS Group to Complete an Analysis and Implementation Plan of a Construction Excise Tax

Leslie Smith moved to approve Resolution No. 19-2020 - A Resolution Authorizing the City Manager to Sign an Intergovernmental Service Agreement with the Umatilla School District for the Purpose of Hiring FCS Group to Complete an Analysis and Implementation Plan of a Construction Excise Tax. . Ashley Wheeler seconded the motion. Voted: 6 - 0. Motion carried.

8.2 Resolution No. 20-2020 and 21-2020 - Oregon Water Resources Water Feasibility Grant application

Michael Roxbury moved to approve Resolution No. 20-2020 - A Resolution Authorizing City Manager to Sign an Application for an Oregon Water Resources Department Grant Application and Resolution No. 21-2020 - A Resolution Documenting City's Commitment

to Matching Funds for a Water Feasibility Grant Application to Oregon Water Resources Department. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

8.3 Resolution No. 22-2020 - A resolution authorizing the City Manger to sign and record a deed for real property

Roak TenEyck moved to approve Resolution No. 22-2020 - A Resolution Authorizing the City Manager to Sign and Record a Deed for Real Property. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

8.4 Resolution No. 23-2020 - A Resolution Authorizing the City Manager to Sign an Agreement for the City to Accept Industrial Waste Water

Ashley Wheeler moved to approve Resolution No. 23-2020 - A Resolution Authorizing the City Manager to Sign an Agreement for City to Accept Industrial Waste Water and Resolution No. 26 - 2020 - A Resolution Authorizing the City Manager to Sign an Agreement for City to Accept Industrial Waste Water. Michael Roxbury seconded the motion. Voted: 6 - 0. Motion carried.

- 8.5 PDX 63 Sanitary Sewer Agreement
- 8.6 Resolution No. 24-2020 "Land Use Agreement" with Wildish Standard Paving Company to occupy city-owned properties from November 1, 2019 October 31, 2020.

Ashley Wheeler moved to approve Resolution No. 24-2020 - A Resolution Authorizing the City Manager to Sin an Agreement Allowing Wildish Standard Paving Company to Occupy City-Owned Property. Michael Roxbury seconded the motion. Voted: 6 - 0. Motion carried.

8.7 Resolution No. 25-2020 - A Resolution Adopting a New Emergency Operations Plan

Roak TenEyck moved to approve Resolution No. 25 - 2020 - A Resolution Adopting a New Emergency Operation Plan. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

8.8 Transient Room Tax Committee Appointment - Leah C. Stockard

Roak TenEyck moved to free form Appoint Leah C. Stockard to the Transient Room Tax Committee.. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

#### 9) PUBLIC COMMENT

#### 10) DISCUSSION ITEMS

10.1 Community Development Block Grant Opportunities for Power City Area

This Community Development Block Grant would allow the City to develop sewer and water lines to Power City.

#### 11) MAYOR'S MESSAGE

Mayor Dedrick thanked everyone for their attendance. She also wished to food truck vendor good luck with their endeavours.

#### 12) COUNCIL INFORMATION & DISCUSSION

Councilor TenEyck thanked everyone for participating on Trick-or-Treat on Sixth Street. It had been an amazing success. He had not heard any negative feedback about the event. He was also concerned about the streetlights that were out on Sixth Street. There were a lot of dark spots going down that road and it made it dangerous at night.

Council Chavez had a great time at the Trick-or-Treat event. She thanked everyone for coming.

Councilor Wheeler asked if Instagram would be kept up. Recorder Sandoval stated yes.

Councilor Smith grew up a farm girl. She was with Councilor TenEyck. They need to see what they could do to help the well owners get their wells back to where they needed to be.

Councilor Funderburk thanked all the Veterans for their service.

#### 13) ADJOURN TO EXECUTIVE SESSION

To conduct deliberations with person(s) we have designated to negotiate real property transactions ORS 192.600(2)(e)

Councilor Chavez excused herself from the meeting at 8:26 p.m.

Leslie Smith moved to adjourn to executive session . Michael Roxbury seconded the motion. Voted: 6 - 0. Motion carried.

#### 14) **RECONVENE**

#### 15) ADJOURN

Leslie Smith moved to adjourn . Ashley Wheeler seconded the motion. Voted: 6 - 0. Motion carried.

Meeting adjourned at 8:48 p.m.

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	Mary Dedrick, Mayor	
ATTEST:		
Nanci Sandoval, City Recorder	_	

## CITY OF UMATILLA, OREGON

## **AGENDA BILL**

Agenda Title:	Meeting Date:
November 19, 2019 Minutes	2019-12-17

Department:	Director:	Contact Person:	Phone Number:
City Administration	David Stockdale	Nanic Sandoval	541-922-3226x105

Cost of Proposal:	Fund(s) Name and Number(s):
NA	N/A
Amount Budgeted:	

Reviewed by Finance Department:	Previously Presented:
No	NA

#### **Attachments to Agenda Packet Item:**

CM 11-19-2019.docx

### **Summary Statement:**

Approval

#### **Consistent with Council Goals:**

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

## CITY OF UMATILLA COUNCIL MEETING NOVEMBER 19, 2019

#### MEETING CALLED TO ORDER

Meeting called to order at 6:00 p.m.

#### ROLL CALL

**PRESENT:** Corinne Funderburk, Michael Roxbury, Leslie Smith, Ashley Wheeler, Josy

Chavez, Roak TenEyck

**ABSENT:** None

**STAFF PRESENT:** Mary Dedrick

#### PLEDGE OF ALLEGIANCE

#### CITY MANAGER REPORT

Community Development Director Mabbott gave her official resignation. Her last day would be December 11, 2019. Manager Stockdale needed to meet with the personnel committee to see how the City would move forward.

#### **NEW BUSINESS**

Resolution No. 27-2020 - A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement with Umatilla County for Dispatch of Emergency and Non-Emergency Communication Services

Ashley Wheeler moved to adjourn Resolution No. 27-2020 - A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement with Umatilla County for Dispatch of Emergency and Non-Emergency Communication Services. Leslie Smith seconded the motion. Voted: 6 - 0. Motion carried.

#### **DISCUSSION ITEMS**

Annexation requests (ANX-1-2019, ANX-2-2019 & ANX-3-2019) - To annex four city-owned properties and Union Street into city limits.

City Planner Seitz explained to Council that there were four city owned properties that needed to be annexed into City limits. Union Street also needed to be annexed into City limits.

#### Water & Sewer Code Update

Staff wanted to ensure our code specified that we are allowed to provide water to properties inside City limits. It's important to have this language in the code because we have capital plans and we design to serve everything inside City limits. By statue we provide infrastructure and police, we also have a base rate to finance these systems. This needs to get finalized before we update any other infrastructure.

#### ADJOURN TO EXECUTIVE SESSION

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. ORS 192.600(2)(h)

Leslie Smith moved to adjourn to executive session at 6:31 p.m. Ashley Wheeler seconded the motion. Voted: 6 - 0. Motion carried.

#### **RECONVENE**

Michael Roxbury moved to reconvene from Executive Session at 6:59 p.m. . Roak TenEyck seconded the motion. Voted: 6 - 0. Motion carried.

#### **Master Trail Plan**

#### **ADJOURN**

Mayor Dedrick adjourned the meeting at 7:00 p.m.

Mary Dedrick, Mayor	

## CITY OF UMATILLA, OREGON

## **AGENDA BILL**

Agenda Title:	Meeting Date:
A Public Hearing to consider the proposed	2019-12-17
changes to the City of Umatilla's water and sewer	
code.	

Department:	<u>Director:</u>	<b>Contact Person:</b>	Phone Number:
Community Development	David Stockdale	Brandon Seitz	541-922-3226 ext 103

Cost of Proposal:	Fund(s) Name and Number(s):
Legal Review	N/A
Amount Budgeted:	
NA	

Reviewed by Finance Department:	Previously Presented:
No	11/19/2019

#### **Attachments to Agenda Packet Item:**

Ordinance 841 Regarding Updates to Water and Sewer Regulations for Title 7.docx DRAFT Umatilla Code-T7-Chp4-ArtA-Water Code rdln.pdf DRAFT Umatilla Code-T7-Chp4-ArtB-Sewer Code rdln.pdf

#### **Summary Statement:**

A Public Hearing to consider the proposed changes to the City's sewer and water code that would be implemented by Ordinance No. 841 - Amending Title 7, Chapter 4, Article A & Article B of the Umatilla City Code (proposed Ordinance 841 attached for review and consideration).

#### **Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

#### **ORDINANCE NO. 841**

AN ORDINANCE AMENDING TITLE 7, CHAPTER 4, ARTICLE A AND ARTICLE B OF THE UMATILLA CITY CODE TO ESTABLISH WHEN SERVICE CONNECTIONS TO THE CITY WATER OR SEWER SYSTEMS ARE REQUIRED AND ESTABLISHING CITY'S EXCLUSIVE RIGHT TO PROVIDE SUCH SERVICES INSIDE CITY LIMITS AND THE CITY'S SOLE DISCRETIONARY RIGHT TO MAKE EXCEPTIONS OR EXEMPTIONS TO SUCH SERVICES.

**WHEREAS,** the City of Umatilla has adopted regulations for establishing water and or sewer connections to the City's water works system or sewerage systems; and

**WHEREAS,** the City of Umatilla desires to establish when connection to the City of Umatilla's water works system is required; and

**WHEREAS**, the City of Umatilla desires to establish methods for the extension to a sewer main to allow additional connections to the City of Umatilla's sewerage system; and

**WHEREAS**, the City of Umatilla desires to establish the City's exclusive right to provide water and waste water services to residential and non-residential users located inside City limits; and

## NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF UMATILLA ORDAINS AS FOLLOW:

- <u>Section 1</u>. The Umatilla City Council does hereby amend Title 7, Chapter 4, Article A as attached hereto as Exhibit A.
- Section 2. The Umatilla City Council does hereby amend Title 7, Chapter 4, Article B as attached hereto as Exhibit B.
- <u>Section 3</u>. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist, and this Ordinance shall be in effect immediately upon its passage.

<b>ADOPTED</b> by the City Council this _	day of	, 20
Council members voting yes:		
Council members voting no:		
Absent Council members:		
Abstaining Council members:		

And **SIGNED** by the Mayor this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_.

45

	Mary Dedrick, Mayor
ATTEST:	
Nanci Sandoval, City Recorder	

## Chapter 4 WATER AND SEWER REGULATIONS ARTICLE A. WATER USE AND SERVICE

7-4A-1: DEFINITIONS:

7-4A-2: ADMINISTRATION:

7-4A-3: REQUIRED WATER SERVICE: 7-4A-34: SERVICE CONNECTIONS: 7-4A-45: APPLICATION FOR SERVICE:

7-4A-45: APPLICATION FOR SERVICE: 7-4A-56: WATER USER SERVICE LINES:

7-4A-67: SERVICE PIPES AND EXTENSIONS OF WATER MAINS:

<u>7-4A-<mark>7</mark>8: WATER METERS:</u>

7-4A-89: CROSS-CONNECTION CONTROL REQUIREMENT:

7-4A-910: WATER RATES AND CHARGES:

7-4A-1011: COLLECTION OF WATER RATES AND CHARGES: 7-4A-1112: DISCONTINUANCE OF SERVICE BY WATER USER:

7-4A-1213: RESPONSIBILITY FOR SERVICE:

7-4A-1314: RESPONSIBILITY FOR WATER USER EQUIPMENT:

**7-4A-14**15: **UNLAWFUL ACTS**:

7-4A-<del>15</del>16: INSPECTIONS:

7-4A-1617: PENALTIES:

7-4A-1718: ADDITIONAL REMEDIES:

7-4A-1: DEFINITIONS: © 🖃

For the purposes of this Article, the following words and terms shall have the meanings herein ascribed to them:

AGENT: A tenant or other person on the premises of another.

AIR GAP SEPARATION: The physical vertical separation between the free flowing discharge end or a potable water supply pipe line and the open or nonpressure receiving vessel.

APPROVAL or APPROVED: Approved in writing.

AUXILIARY WATER SUPPLY: Any supply of water used to augment the supply obtained from the public water system which serves the premises in question.

AVAILABLE WATER SERVICE: Water service shall be considered available upon the existence of a distribution main of a public water system to which a service connection can be completed by the water user.

BACKFLOW: The Any reversal of flow in the direction opposite to the normal flow of water from the distribution system that may allow contamination or pollution of the public water supply and render it nonpotable.

BACK-FLOW PREVENTION DEVICE: Any devices or methods approved by the Superintendent for use in the prevention of back-flow.

CITY: The City of Umatilla, Oregon.

CROSS-CONNECTION: Any link or channel between the piping which carries drinking water and the piping or fixtures which carry water or other substances.

DISTRIBUTION SYSTEM: The network of pipes and other facilities which are used to distribute water from the source, treatment, transmission, or storage facilities to the water user.

DOUBLE CHECK VALVE ASSEMBLY: An assembly of two (2) independently acting check valves with shut-off valves on each side of the check valves and test cocks for checking the water tightness of each check valve.

EMERGENCY: A condition resulting from an unusual calamity such as a flood, storm, earthquake, drought, civil disorder, volcanic eruption, an accidental spill of hazardous material, or other occurrence which disrupts water service at a public water system or endangers the quality of water produced by a public water system.

ORGANIZATION: Includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity, including any receiver, special master, trustee, assignee, or other similar representative thereof.

OWNER: Includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

- A. All or part of the legal title to the property; or
- B. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

PERSON: Includes an individual or organization, except the City.

POTABLE WATER: Water-which has sufficiently low concentrations of microbiological, inorganic chemical, organic chemical, radiological or physical substances so that individuals drinking such water at normal levels of consumption will not be exposed to disease organisms or other substances which may produce harmful physiological effect from any source that has been investigated by the health agency having jurisdiction, and has been approved by such agency for human consumption.

REDUCED PRESSED PRINCIPLE BACKFLOW PREVENTION DEVICE (R.P.DEVICE): A device for preventing backflow which has two (2) check valves, a differential relief valve located between two (2) check valves, two (2) shut-off valves, one on the upstream side and the other on the downstream side of the check valves, and four (4) test cocks for checking the watertightness of the check valves and the operation of the relief valve.

SERVICE CONNECTION: The piping connection by means of which water is that conveyeds water from a distribution main of a public-City water distribution system to a customer's water user's premises.

SUPERINTENDENT: City Public Works Superintendent, and includes authorized personnel and employees of the City Public Works Department.

TENANT: Includes an organization or adult person or adult persons entitled under an oral or written

rental agreement, including a leasehold interest, to occupy real property or a building, including a dwelling unit, to the exclusion of others.

WATER METER OR METER: Includes the corporation cock, meter, meter box and lid.

WATER USER: Includes any person who has made or is required to make application with the City for water services or, if no application has been made, any person whose premises receive City water or are served by the City water works system. In cases of multiple users who receive their water through a single meter, the owner of the premises is the water user and shall be the person to make application for water services.

WATER WORKS SYSTEM: Includes City water wells, surface water diversion infrastructure, pumping equipment, the distribution lines systems of potable and non-potable water, fire hydrants, meters and all other appurtenances. (Ord. 517, 10-21-1985; amd. Ord. 582, 7-1-1991; Ord. 669, 4-7-1998)

## 7-4A-2: ADMINISTRATION: 🗣 🖃



- A. Public Works Superintendent: The Superintendent shall have charge of the maintenance and operation of the water supply, pumping equipment, distribution system, fire hydrants, meters and all other appurtenances of the water works system, under the supervision and direction of the City Administrator. The Superintendent shall oversee all extensions and alterations of the water works system which are authorized by the City Council. The Superintendent shall also be responsible for the reading of all water meters and shall report to the City Finance Officer on all money due the City for all deposit fees and charges made for water service and connections.
- B. City Finance Officer: The Finance Officer shall be responsible for the collection of water bills, deposits and fees. All revenues therefrom shall be accounted for in the manner required by Ordinance 436, section 4, "Protection and Disposition of Funds", as set forth in subsection C of this Section and shall be deposited regularly in a separate fund designated Reserve Fund Account, which fund shall be separate from all other funds and deposits of the City. (Ord. 517, 10-21-1985)
- C. Protection And Disposition Of Funds: The City Finance Director shall be the custodian of all funds of the City and all funds shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation. The Finance Director shall execute a fidelity bond in an amount not less than fifty thousand dollars (\$50,000.00) with a surety company approved by the Farmers Home Administration and the United States of America shall be named as co-obligee in such bond and the amount thereof shall not be reduced without the prior written consent of Farmers Home Administration. The City Finance Director is hereby directed to establish the following accounts into which the current funds of the City, bond proceeds, the revenues from the facility and other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the bond hereby authorized remains unpaid:
- 1. Construction Account: The proceeds of the bond hereby authorized shall be deposited in the construction account which shall be established as a "supervised bank account" as required by the government. Amounts in the supervised bank account exceeding forty thousand dollars (\$40,000.00) shall be secured by the depository bank in advance in accordance with the U.S. Treasury Department Circular No. 176. Withdrawal from the construction bank account shall be made only on checks signed by the Finance Director of the City as authorized by the City Council from time to time, countersigned by the Mayor and only for the purposes for which said bond was signed as specified in the estimate of costs. The City's share of any liquidated damages and other moneys paid by defaulting contractors of their sureties will be deposited in the construction account to assure

completion of the project. When the construction of the facility has been completed or all construction costs have been paid for in full, any balance remaining in the construction account shall be used immediately to pay outstanding installments on the bond in inverse order without premiums, except that any balance in an amount insufficient to pay a whole installment will be transferred to the reserve account. The construction account shall then be closed.

- 2. Revenue Fund Account: As soon as the facility becomes revenue producing, the gross revenues shall be set aside into a separate account to be designated the revenue fund account, and moneys so deposited therein shall be expended and used only in the manner and order as follows:
- a. Operation And Maintenance Account (Bookkeeping Account): There shall be set aside and deposited a sufficient portion of the income and revenue in the revenue account to pay the reasonable and necessary current expenses of operating and maintaining the facility.
- b. Debt Service Account (Bookkeeping Account): After the transfer required in subsection C2a of this Section, there shall be transferred each year prior to December 1 from the revenue fund account, before any other expenditures or transfer therefrom and deposited in the debt service account for payment of the annual installment of the note, a sum equal to the annual installment becoming due on December 1.
- (1) If the City for any reason shall fail to make such deposit, then an amount equal to the deficiency shall be set apart and deposited in the debt service account out of the gross revenues, which amount shall be in addition to the regular deposit required.
- (2) Whenever there shall accumulate in the debt service account amounts in excess of the requirements during the next twelve (12) months for paying principal and interest on outstanding installments and in the operation and maintenance account and the reserve account, hereinafter established, amounts in excess of the requirements thereof, such excess may be used by the City to make prepayments on the loan.
- c. Reserve Account (Bookkeeping Account): Out of the balance of income and revenue in the revenue fund account remaining after the transfers required in subsections C2a and C2b of this Section have been made, there shall be set aside and deposited in the reserve account the sum of five hundred thirty dollars (\$530.00) each month until there is accumulated in that fund the sum of sixty three thousand sixty dollars (\$63,060.00), after which no further deposits need be made into said account except to replace withdrawals. The reserve account shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the facility which may be caused by any unforeseen catastrophe, for making extensions or improvements to the facility and when necessary for the purpose of making payments of principal and interest on the bonds hereby authorized in the event the amount of the debt service account is insufficient to meet such payments. Whenever disbursements are made from said account, said monthly deposits shall be resumed until there is again accumulated the amount of sixty three thousand sixty dollars (\$63,060.00), at which time deposits may be again discontinued. (Ord. 436, 11-6-1978)

#### 7-4A-3: REQUIRED WATER SERVICE:

A. All residential and non-residential use requiring potable water or non-potable water shall be connected to the City water works system if such water service is available, provided, however, if a water user: (1) possesses and operates a well to withdraw groundwater for domestic use, the water user may continue to operate such well for such purpose if information is submitted confirming (a) the well has been in operation prior to July 1, 2020, and (b) the well and use of water is in compliance with applicable law; (2) possesses and operates a well to withdraw groundwater for irrigation use, the water user may continue to operate such well for such purpose if information is submitted confirming the well (a) has been in operation prior to July 1, 2020, and (b) the well and use of water is in compliance with applicable law; (3) possesses and relies on a water supply from an irrigation district for irrigation use, the water user may continue to source

such water from the irrigation district for such purpose if information is submitted confirming the right to receive and use the irrigation district water; or (4) possesses and relies on a water supply source previously authorized prior to April 1, 2019 by City ordinance or by written agreement with the City.

B. All residential and non-residential use located on premises previously connected to the City water works system must be newly connected to the water works system within sixty (60) days of the City water being made available. In the event the existing meter or tap does not meet City standards, required modifications will be performed by the City and the reasonable costs thereof as determined by administrative policy shall be paid by the water user. These costs shall be in lieu of the connection charge ordinarily imposed.

## 7-4A-34: SERVICE CONNECTIONS: © 🖃

- A. Single-Family-Unit Residences And Multiple Dwellings-Unit Residences: All single-family-unit residences shall have one service connection and a water meter. All multiple\_dwelling units residences, including, but not limited to, apartments and motels, shall have a separate service connection and water meter for each unit. If requested by the owner and approved by the Ceity Ceouncil, the owner of a multiple-unit dwelling residence containing five (5) or more units may have only one water meter.
- B. Commercial Non-Residential: All commercial non-residential water users shall have a water meter for each user; provided, that if any owner of any building divides or separates his/her/its other building so as to provide a separate place for a business, each business place will have a separate water meter. The owner of a structure in which water is provided through a single water meter shall be liable for all water supplied to the building. If a use is changed in a non-residential commercial structure, a water meter shall be required on the new use. If requested by the owner and approved by the coity council, the owner of a non-residential commercial building containing two (2) or more separate water users or business places may have only one water meter.
- C. Requests For Exceptions: Exceptions provided by subsections A and B of this section, shall only be made by resolution of the ecity ecouncil stating the reason therefor. The person requesting the exception shall pay for all expenses in connection with the ecity ecouncil's review of the request, including, but not limited to, ecity attorney fees, staff time, engineering fees, any materials and other related costs, whether or not the request is granted. The expenses of review may be added to the person's water billing and collected in the same manner as water rates and charges. (Ord. 517, 10-21-1985)

## 7-4A-45: APPLICATION FOR SERVICE: © 🖃

- A. Connection To Water Main: Before connecting to any water main or altering a service connection, application for permission must be made in writing by the owner of the premises to be served, or the owner's authorized representative, to the coity. The application shall be in such form as shall be from time to time prescribed by the coity. By submitting an application, the owner agrees to be bound by the terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the coity in implementation of this article. (Ord. 582, 7-1-1991)
- B. Opening Water Account: Applications for water service shall be made at city hall by or on behalf of the person requesting water and water service. Persons receiving water and water services are deemed bound by the terms of this article and amendments and all reasonable rules and

- regulations as shall be promulgated by the <u>e</u>City in implementation of this article. (Ord. 517, 10-21-1985)
- C. Implied Consent; Discontinue Service Without Notice: Any water user shall be deemed to have consented and agreed to the terms and provisions of this article and to have acknowledged the right of the city to discontinue water service without notice in the event of failure to make timely payment of all rates and charges or to otherwise comply with the provisions of this article or regulations to implement this article. (Ord. 582, 7-1-1991)
- D. Eligibility For Water Service: The city may refuse to provide water service to real property unless the owner, the owner's agent, or the owner's tenant has made formal application for water service from the city. A tenant applying for water service may be required by the city to provide proof of his or her tenancy. The city shall refuse to provide water service to real property when any tenant applying for water service has a previous unpaid bill for water service with the city unless the city and the tenant agree to a written plan for repayment of unpaid water bills. The city may disconnect water service to real property if the owner, the owner's agent, or the owner's tenant has not made formal application for water service from the city.
- E. When Owner Is Responsible: When water service is provided to a multi-family-unit residential or non-residential use dwelling, an apartment or a building occupied by more than one tenant, and such multi-unitfamily dwelling, apartment, or building use does not have a separate water meter for each unit, the owner shall be responsible for payment and the property is subject to a lien. (Ord. 669, 4-7-1998)
- F. Annexation: Prior to being connected to ecity water service each parcel to receive service shall annex into the ecity. If a parcel is outside ecity limits and not contiguous to city limits, the owner shall sign an unlimited agreement to annex when the subject property becomes contiguous to ecity limits. Properties within the McNary Industrial Park are not required to annex in order to connect to ecity water service. (Ord. 765, 7-5-2011)

## 7-4A-56: WATER USER SERVICE LINES: <sup>©</sup>

- A. Installation: The service line from the property line shall be installed and properly maintained by the water user. All service pipes and all water pipes in all premises shall be installed in accordance with the plumbing code of the state of Oregon and the cCity.
- B. Connection To Water Meter Or Upon Premises: Before any attachment or connection is made between the water meter and the water user's service line, permission shall be obtained from the superintendent, and the work shall be performed at the expense of the water user. All connections or attachments to the water meter or upon the premises shall be in accordance with the plumbing code of the state of Oregon and the city.
- C. Ground Wire Attachments: The water user shall be liable for any damage to city property caused by electrical ground wire attachment to any plumbing.
- D. Leaking Plumbing: Water may not be furnished where there are defective or leaking faucets, water closets or other fixtures, or where there are water closets or urinals without self-closing valves, or tanks without self-acting float valves, and the water supply may be shut off. (Ord. 517, 10-21-1985)

## 7-4A-67: SERVICE PIPES AND EXTENSIONS OF WATER MAINS: 🗣 🖃



- A. Installation: Service pipes of all sizes between the water main and the water meter shall be of the type and material specified by the Superintendent. Service pipes from the water meters to the property line and within the premises shall be of a grade of material approved by the Superintendent. Service pipes between the water main and water meter shall be installed and maintained by the city, except where the meter is located at a distance from the water main further than the street property line, in which event special arrangements shall be made as to the cost of the extra length of line.
- B. Extension: Extension to the water mains of the water system may be made by any one of the following methods, in addition to the procedures provided in this Article or other ordinances of the City, as specified by an engineer of the City's choice.
- 1. By the person requesting the water main paying the entire cost. The water main shall be conveyed or transferred to the City with the necessary easements, and shall meet the following requirements:
- a. Specified by the City Engineer, the size, grade, and location of such main shall provide for anticipated future development of the property in the adjacent area, and for the connections which such development may generate.
- b. Where the main passes through private property, a twenty foot (20') easement and right of way shall be granted to the City for the maintenance, operation, and repairing of such main and for all water line purposed necessary or reasonably incident to the uses and purposes thereof, including any connections to the water system of the City, but not limited thereto.
- c. A special connection charge (in addition to the service connection fee) may be charged to those connecting to the water main extension or line who did not share in the cost of its installation and used in order to reimburse the person or persons who paid for its installation. The special connection charge shall be equal to calculated as follows:
  - (i) The proportionate share of the total cost of the water main extension or line which reflects the benefits to each property which may be connected to the line or main, based on the square footage of each benefitted of the propertiesy;
  - (ii) The total actual cost of the water main extension or line, increased by nine percent annual simple interest, or such other percentage that the City Council may, from time to time, set by resolution, multiplied by a percentage of front footage owned by the benefiting property owner of the total front footage of the water main extension or line; or
  - (iii) such other methodology as may be set forth by written agreement between the City and the person initially paying the entire cost of the water main extension or line and which agreement is approved by the City Council.

Future interest rate changes shall not apply to previously executed reimbursement agreements entered into between the City and the person initially paying the entire cost of the water main extension.

- 2. By petitioning the city council to extend the City water main in a manner to be financed as described hereafter. When considering such extension to the City water system, the city council shall have before it a report from the City Engineer of:
- a. The total cost of installing the main of a design and capacity sufficient to serve the needs of the anticipated future development of the property and adjacent area and for the connections which such development may generate.

- b. The proportionate share of such total cost which shall reflect the benefits to each property which may be connected to the line or main, such proportionate costs to be determined in the same manner as for a local improvement, as provided by the local improvement ordinance.
  - C. Financed From Water Fund: At such time as the council determines that a water main shall be installed by the manner herein described, and when appropriations therefor have been budgeted, all costs for such water main shall be financed from the Water Fund. A special connection charge (in addition to the service connection fee) equal to the proportional benefits, as above described, shall be paid into the Water Fund, together with an annual interest charge of not less than twelve percent (12%) per annum or The U.S. National Bank prime rate plus two percent (2%), whichever is greater, beginning on the date on which construction of such main was completed, by each property owner requesting to be connected to the water system. (Ord. 517, 10-21-85; 1993 Code)

## 7-4A-78: WATER METERS: © 🖃

- A. Installation, Care and Custody of Water Meters: Water meters will be furnished and installed by the City, and the expense of installation will be included in the service connection fee. The water user will have custody of the water meter, but the water meter will remain the property of the City. There is hereby created the relationship of bailor and bailee between the City and the water user in regard to the care and custody of the water meter.
- B. Repairs: The water user shall be liable for any adjustments, repairs or replacement of a water meter or other equipment or property owned by the City which is caused by an act of the water user or tenants, agents, employees, contractors, licensees, permittees or family members of the water user, including the breaking or destruction of seals and locks on or near a water meter. If a water meter is damaged from hot water from the water user's line, the water user shall be required to pay for the cost of repairs of the water meter and for the loss of revenue occasioned by the damage, and shall immediately make the necessary corrections in the water user's water lines to prevent further damage to the water meter.
- C. Malfunctioning Water Meters: In case of damage to a meter, its stoppage or imperfect operation, the water user shall give immediate notice to the City. If any water meter malfunctions or fails to register not due to the fault of the water user, the water user will be charged the basic rate for the time period that the meter malfunctioned.
- D. Inspection and Testing: The Superintendent may inspect and test water meters at any time. If a water user requests inspection and testing of a water meter, a testing fee shall be paid in advance. If the water meter is found to be inaccurate according to the standards of the American Waterworks Association, a water meter will be substituted, the water bill for the preceding billing period shall be adjusted as set out in subsection C of this Section and the water meter accuracy test fee refunded.
- E. Accessibility to Water Meters: The water user shall keep the water meter and appurtenant area free from obstruction or debris in, on or around the same and accessible at all times, for the purpose of turning-on and turning-off water, and reading, inspecting or repairing the water meter.
- F. Keeping Water Meters from Freezing: The water user shall take all necessary precautions to keep the water meter from freezing. If the water user fails to keep the water meter from freezing, the water user shall be charged with the cost of repairing any damage which may result from such failure.

- G. Keeping Water Meter Areas Safe: The water user shall keep the water meter box and appurtenant area in a safe condition and shall be responsible for any repair to the water meter and appurtenances or property damage or personal injury to third persons. In addition, the water user shall hold the City harmless and indemnify it against any claims by third persons. The City hereby creates a right of action in third persons injured as a result of a water user's failure to properly maintain the water meter box and/or appurtenant area.
- H. Use of Water Meters: All water furnished by the City to any property with a water meter must pass through the water meter. (Ord. 517, 10-21-85)

## 7-4A-89: CROSS-CONNECTION CONTROL REQUIREMENT: 🛍 🖃

- A. Identifying Cross-Connections: The cross-connection control inspector shall identify and evaluate the premises where potential cross-connections exist.
- B. Discontinue Service: Where the Superintendent has reasonable cause to believe that an existing or potential cross-connection is located on the water user's premises, the Superintendent shall deny or discontinue service to those premises until an appropriate backflow prevention device is installed or until the cause of the hazard is eliminated.
- C. Water User to Notify Superintendent: Whenever a water user obtains water from the water works system and treats the water in any way or adds any chemical or substance to the water, the water user shall immediately notify the Superintendent.
- D. Installation of Backflow Prevention Devices:
- 1. Backflow prevention devices for protecting the water works system shall be installed on the service connection to premises as required by State law and regulations.
- 2. All backflow devices shall be installed in accordance with the Oregon Health Division standards.
  - E. Type of Backflow Prevention Device: The type of backflow prevention device required under subsection D of this Section, shall be commensurate with the degree of hazard which exists.
  - F. All backflow prevention devices required under this Section shall be of a type and model approved by the Superintendent or the Oregon Health Division. The City shall maintain a list of backflow prevention devices approved for use in Oregon.
  - G. Testing and Inspection of Backflow Prevention Devices:
- 1. The water user, where one or more reduced pressure device, doublecheck valve assembly, or pressure vacuum breaker have been installed, shall have the device tested at least once per year. Backflow prevention devices found not to be functioning properly shall be promptly repaired by the water user or the City may deny or discontinue service as provided in subsection B of this Section. Devices shall be tested immediately after installation and after they are moved. Reports on the tests shall be prepared by the Superintendent and copies of the report shall be provided to the water user.
- 2. Backflow prevention devices installed before the effective date of this Article, which were approved at the time they were installed, but are not on the current list of approved devices maintained by the Oregon Health Division, shall be permitted to remain in service provided they are properly maintained, are commensurate with the degree of hazard, are tested at least annually, and perform satisfactorily. When devices of this type are moved, or require more than minimum maintenance,

they shall be replaced by devices which are on the Oregon Health Division list of approved devices. (Ord. 517, 10-21-1985; amd. 1993 Code)

## 7-4A-910: WATER RATES AND CHARGES: © 🖃

- A. Set By Resolution; Services Listed: Water rates, charges, deposits and water services shall be set by resolution of the cCity cCouncil and be reviewed at least once annually.
- B. Adjustment Of Rates: Water rates shall not be decreased during any period that bonds issued pursuant to Charter amendments enacted by the people of the City at a special election dated February 24, 1976, and issued December 1, 1978, to Farmers Home Administration are outstanding.
- C. Existing Contracts: Water rates adopted by resolution of the eCity eCouncil shall not modify any existing contract the City has with any person for water rates.
- D. Damages To City Property: Wherever this Article provides for liability for any damage or repairs to City property by any water user, the amount of damages or repairs may be added to the water user's bill and collected in the same manner as water rates and charges. (Ord. 517, 10-21-1985; amd. 1993 Code)

## 7-4A-1011: COLLECTION OF WATER RATES AND CHARGES: © 🖃

A. Application Fee; Water And Sewer Deposit: Any person for whom an account is opened shall pay a nonrefundable application processing fee to cover administrative costs of opening an account. Each application for use of sewer service, water, or both, shall be accompanied by a refundable deposit which will be held by the City and applied against any unpaid service charges for garbage, sewer or water charges due from the applicant. The application fee and deposits shall be collected from all applicants within three (3) days after requesting service from the City. The three (3) day period for payment of the application fee and deposits may be extended at the request of the applicant because of extenuating circumstances, which will be reviewed by the City Administrator. When an account is closed, the amount of any sewer and water deposits plus interest shall be returned to the applicant, less any amounts due for garbage, sewer or water service. If an applicant has paid the monthly statements for garbage, sewer and water service in a timely manner for thirty six (36) consecutive months without delinquency charge, the deposit plus interest will be credited against the applicant's current bill. (Ord. 559, 8-8-1989)

#### B. Billing Procedures:

- 1. Water And Sewer Bills Combined: All bills for water shall be prepared each month at the same time bills for sewage services are prepared and shall be collected as a combined bill for water and sewage service. (Ord. 515, 10-21-1985)
- 2. Billing To The Premises: All water service charges shall be mailed to the premises where water service is furnished unless the water user requests, in writing, that the bill be submitted to another address. (Ord. 582, 7-1-1991)
- 3. Due Date:
- a. All water bills for each month shall be due and payable on the twentieth day of each month.
- b. If the last day for making payment falls due on a day when City Hall is closed before the end of or for all of the normal workday or on any legal holiday, Saturday or Sunday, the payment may be made until the close of business hours on the next day that City Hall is open for business.

- 4. Place Of Payment: All water bills shall be paid at City Hall.
  - C. Appeals: Any person wishing to challenge a water billing may appeal to the City Administrator before the water service is suspended. Service will not be suspended during the pendency of an appeal if the water user pays the amount of any water billing not in dispute and the delinquent fee, if the amount not in dispute is twenty (20) days past due. (Ord. 517, 10-21-1985)

#### D. Delinquencies:

- 1. Fee: All bills unpaid after the twentieth day of each month shall be considered delinquent and a delinquency fee shall be assessed.
- 2. Notice Of Delinquency; Suspension Of Water Service: After the twentieth day of each month, notification shall be given as provided in subsection B2 of this Section, that the water bill and delinquency fee must be paid within five (5) days or water service to the property will be suspended. If the water user is not the owner of the real property receiving water service, a copy of the delinquency notice shall also be sent by first class mail to the owner or owner's agent that is on file with the City when the delinquency notice is sent to the water user. In the case of residential housing where water service charges are sent to the landlord instead of the tenant and the five (5) day delinquency period has expired without payment, notice that water service will be shut off within one business day shall be attached to the door of each tenant. If the water service is turned off, the water bill, delinquency fee, and the expense of reconnecting the service shall be paid in full before water service is restored. (Ord. 669, 4-7-1998)
- 3. Duty To Disconnect Water Service: It shall be the duty of the Finance Officer to notify the Superintendent of any water user whose bill is outstanding after the deadline in subsection D2 of this Section, and the Superintendent shall proceed immediately to disconnect the water service, unless the City Administrator has postponed the suspension of water services.
- 4. Water Charged To Other Premises Of User: All charges for furnishing water within the City and also to premises outside the City, shall be chargeable to the water user of said water at the premises or any former premises where water service was supplied. Where the water user has a delinquent bill for one premises, that delinquency shall be charged against the water user for water obtained at any other premises or source served by the City.
  - E. Low Income Rate: For relief of those residents who are experiencing a financial hardship, an application for the low income rate may be made to the City. The City Administrator and Water/Sewer Committee will evaluate requests and make recommendations to the city council.
  - F. Leaky Plumbing: No water charges will be adjusted for any water registered by meter that may leak or waste through the plumbing or fixtures of the water user.
  - G. Outside City Water Rates: The City may furnish water to places outside the City limits if it does not affect the City's supply, and the city council may set the rates therefor by resolution.
  - H. Exemption: A turn-off and turn-on fee will not be charged the water user if one of the purposes for turning off the water was installation of a shut-off valve between the water meter and the premises. This is a one-time exemption that runs with the property and shall only be allowed once.
  - I. Delay Of Termination Of Water Service: Any person faced with immediate discontinuance of water service, who is unable to pay by reason of an emergency situation in which:

- 1. The discontinuance would cause severe hardship to persons other than the individual unable to pay:
- 2. The emergency is a situation that will be resolved in a period of less than thirty (30) days from the delinguency billing date; and
- 3. The emergency is one which will be unlikely to recur;

may request the City Administrator to postpone the cut-off date. The City Administrator may postpone the discontinuance of services for a period not to exceed thirty (30) days from the delinquency billing date. Any person for whom termination of service has been delayed shall be required to pay the applicable fees in subsection D1 and D2 of this Section. (Ord. 517, 10-21-1985)

#### J. Deposits:

- 1. Interest: The Director is authorized to invest deposits held by the City in interest-bearing accounts. The City shall pay interest at the lowest rate earned on the City's investments during the calendar year, less one percent (1%) for administrative expenses, to the applicant making the deposit. The interest will be credited to the customer's account on January 1 succeeding each deposit and on January 1 thereafter, Interest on sewer and water deposits shall begin on January 1, 1989, or the date of the deposit, whichever is later. (Ord. 611, 11-2-1993, eff. 1-1-1994)
- 2. Unclaimed Deposits: Deposits received as security for the payment of water and sewer which remain unclaimed for a period of two (2) years after an account is closed may be transferred to the Water Fund Account. (Ord. 517, 10-21-1985)
  - K. Lien For Unpaid Water Bill: When any bill remains unpaid after it becomes delinquent, the amount due (including interest and penalty) shall be recorded in the lien docket of the City and shall constitute a lien on the real property to which water service was provided. At any time after sixty (60) days from the time the lien is entered in the city's lien docket, in addition to any method provided by ordinance or charter, the lien may be foreclosed in the manner provided in Oregon Revised Statutes.
  - L. Transfer Of A Claim: A tenant's bill may be transferred to the property owner, or to a subsequent tenant, if a delinquency notice was provided by first class mail to the tenant and to the property owner or the owner's agent within thirty (30) days from the date the bill was due<sup>2</sup>. (Ord. 669, 4-7-1998)

## 7-4A-1112: DISCONTINUANCE OF SERVICE BY WATER USER: © 🖃



- A. Request For Discontinuance: Any water user desiring to discontinue the water service may make application therefor at city hall not less than two (2) days before the date on which the service is desired to be discontinued. Upon payment of the turn off fee and the sewer and water bill to date, water service will cease after the effective date of discontinuance for the period during which the service is to be shut off. Water services shall not be returned to the premises until the turn on fee is paid.
- B. Liability For Repairs: Any repairs or adjustments made necessary to the water meter for lack of use by water service being discontinued shall be charged and collected from the water user and may be added to the water bill and collected in the same manner as water rates and charges. (Ord. 582, 7-1-1991)

## 7-4A-1213: RESPONSIBILITY FOR SERVICE: \*\* ==



A. Nonliability: The city shall not be liable for high or low pressure connections, chemical, bacteriological or physical conditions, interruptions, or shortage or insufficiency of supply or any loss or damage occasioned thereby. The use of water upon the premises of the water user shall be at the risk of the water user and the responsibility of the city shall cease at the point of delivery of water. The point of delivery shall be at the water user's side of the water meter, or in case of privately owned water lines, the point of delivery shall be at the end of the city's service line. (Ord. 517, 10-21-1985)

#### B. Water Curtailment:

- 1. Waste Prohibited: It is unlawful to allow waste of city water by knowingly or negligently causing, authorizing or permitting such water to escape from its intended beneficial use into any river, creek, natural watercourse, depression, lake, reservoir, storm sewer, street, highway, road or ditch. For the purpose of this subsection, "waste" means the use of water in excess of the reasonable volume necessary to meet the beneficial use; and "beneficial use" means the reasonable efficient use of water.
- 2. Authority: When the public works superintendent determines that a critical water supply shortage threatens the ability of the city to deliver essential water to its customers, the administrator may activate emergency measures in compliance with the water curtailment plan, adopted by the city on March 1, 2005, and on file with the city recorder.
- 3. Restrictions Authorized: Upon declaration of a stage three critical water supply shortage by the public works superintendent:
- a. No watering or irrigating of lawns, grass or turf shall occur unless it is:
- (1) New lawn, grass or turf that has been seeded or sodded after March 1 of the calendar year in which the restrictions are imposed, and in such cases it may be watered as necessary until established;
- (2) Athletic fields frequently used for organized play:
- (3) Golf course tees and greens; and
- (4) Park and recreation areas of a particular significance and value to the community as approved by the city manager.
- b. No use of city supplied water shall be allowed to clean, fill or maintain levels in decorative fountains.
- c. No use of city supplied water shall be allowed to fill swimming pools or other pools with a capacity in excess of one hundred (100) gallons; provided, however, that water may be added to swimming pools to replace volume lost due to evaporation and normal loss due to usage.
- d. No use of city supplied water shall be allowed to wash sidewalks, walkways, streets, driveways, parking lots or other hard surfaced areas except where necessary for public health or safety.
- e. No use of city supplied water shall be allowed to wash vehicles.
- 4. Withholding Service: In the event that a citation is issued during the period of activated emergency measures for a violation of subsection B1 or B3 of this section, and the public works superintendent determines that a second violation has occurred after the date of the citation and during the same emergency curtailment period, the public works superintendent may:
- a. Install a flow restrictor on the street side of the water meter; or
- b. Terminate water service. (Ord. 736, 4-5-2005)
  - C. Interruptions In Service: Water may at any time be shut off from the mains for repairs or other necessary purposes. When this is done, the superintendent will try to give timely notice to water users affected thereby and will, so far as practicable, attempt to prevent inconvenience and damage arising from the shutting off of water. But, failure to give notice shall not render the city

responsible or liable for damages or any inconvenience, injury or loss which may result therefrom. (Ord. 517, 10-21-1985)

## 7-4A-1314: RESPONSIBILITY FOR WATER USER EQUIPMENT: 🛍 🖃

The water user shall, at his or her own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the city shall not be responsible for any loss or damage caused by improper installation of such equipment, or the negligence, want of proper care or wrongful act of the customer or any of his tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, using, operating or interfering with such equipment. Further, the city shall not be liable for damage to property caused by spigots, faucets, valves, hot water heaters or other equipment that are open when water is turned on or off at the meter or curb stop, either when the water is turned on originally or when turned on after a temporary shutdown. (Ord. 517, 10-21-1985)

## 7-4A-1415: UNLAWFUL ACTS: © 🖃

- A. Prohibitions: It shall be unlawful for any person not authorized by the city to do, commit or assist in committing any of the following things or acts:
- 1. To open or close any fire hydrant, valve or other apparatus connected with the waterworks system of the city or lift or remove the cover of any gate, meter, valve, shutoff or other apparatus thereof.
- 2. To interfere with, destroy, deface, impair, injure or force open any gate, or door, or in any way whatsoever destroy, injure or deface any part of any pump house, reservoir, standpipe, tank, building or buildings, or appurtenances, fences, trees, shrubs, or fixtures or property appertaining to the waterworks system.
- 3. To go in, upon, descend or ascend the stairway or steps of any water storage tank, reservoir, or standpipe of the waterworks system.
- 4. To place any telephone, electric light pole or any obstruction directly opposite a fire hydrant portal within five feet (5'), otherwise the minimum distance is three feet (3').
- 5. To resort to any fraudulent device or arrangement for the purpose of procuring water for himself or others from private connections on premises contrary to the city regulations or ordinances.
- 6. To interfere with or injure any reservoir, tank, fountain, hydrant, pipe, cock, valve, or other apparatus pertaining to the waterworks system, or to turn on or off the water in any street hydrant or other public water fixture or to hitch or tie any animal thereto.
- 7. To make or permit to be made any connection with the main or service pipe of the waterworks system, or to turn on or use the water of said system without first obtaining a permit therefor.
- 8. To cover over or conceal from view any water valve box, service or meter box.
- 9. To remove any water meter that has been placed by the city, or to in any manner change, interfere with or tamper with any water meter.
- 10. To turn on the water supply to any building or to any supply pipe where the supply has been turned off by the city.
- 11. To install, maintain or use any water siphon or injector type pump operation for drainage purposes which uses the water supply from the city's distribution system.
  - B. Water User Prohibitions: It shall be unlawful for any water user to do, commit or assist in committing any of the following:
- 1. To allow any obstruction or debris to accumulate on or near any water meter box.

- 2. To allow any debris to accumulate in any water meter box more than six inches (6") below the water meter, except during the months of November, December, January and February.
- 3. To pay any water bill upon which payment, or upon the envelope or outside cover of which, are any delineations, epithets, terms, or language of an indecent, lewd, lascivious or obscene character are printed or written or otherwise impressed or apparent.
- 4. To receive or use water through the water user's service line after water service has been turned off by the superintendent and before water service is restored by the superintendent. (Ord. 517, 10-21-1985; amd. 1993 Code)
- 5. To receive or use water from the city water system while there is a violation of subsection 7-2B-2C, 7-2B-5A or B; section 7-2B-3, 7-2B-6 or 7-2B-8 of this title; title 8, chapter 1 or title 10 of this code occurring on or in connection with the real property, development or building owned, rented or occupied by the water user. (Ord. 678, 10-6-1998)

## 7-4A-1516: INSPECTIONS: © 🔄

- A. Reasonable Access: The superintendent or authorized agent shall have free access at all reasonable hours to inspect any premises supplied with water. No person shall refuse access to any premises for such purposes.
- B. Admission Refused: If admission is refused or delayed, or if inspection is in any way hindered, in the opinion of the superintendent, water may be turned off to the premises after giving twenty four (24) hours' oral notice to any occupant of the premises fourteen (14) years of age or older, or three (3) days' written notice by mail to the water user. (Ord. 517, 10-21-1985)

## 7-4A-<del>16</del>17: PENALTIES: \*\* ==

Any person violating subsections <u>7-4A-4A</u>, <u>7-4A-5B</u>, <u>7-4A-14A</u> and B of this article shall, upon conviction, be punished by the imposition of a class A civil fine<sup>3</sup>. (Ord. 517, 10-21-1985; amd. 1993 Code)

## 7-4A-1718: ADDITIONAL REMEDIES: © 🖃

- A. Money Judgment: In addition to the penalties provided in section <u>7-4A-16</u> of this article, the city may sue in a court of competent jurisdiction to obtain a judgment for any fee due under this article and enforce collection of the judgment as allowed by law.
- B. Injunction: The city may seek an injunction to prohibit a person engaged in any activity regulated by this article without first complying with it.
- C. Attorney Fees And Costs: In any civil action authorized by this section, if the city prevails, it shall be entitled to recover its reasonable attorney fees to be set by the court in addition to its costs and disbursements. These fees are recoverable at all levels of trial and appeal. (Ord. 517, 10-21-1985)
- D. Suspension Of Water Service: In addition to the penalties provided in section <u>7-4A-16</u> of this article, the municipal judge may suspend water service to any real property or building owned, rented, or occupied by a person punished under section <u>7-4A-16</u> of this article until the penalty is paid or until the violation is corrected or both. If the court orders water service suspended until the violation is corrected, the suspension of water service will continue notwithstanding a change of ownership, renters, or occupiers of the real property or building unless the new owner, renter,

or occupier obtains a temporary permit from the city administrator under section 8-1-7 of this code. (Ord. 678, 10-6-1998)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: See Section 1-12-4 of this Code.

Footnote 2: ORS 91.255.

Footnote 3: See title 1, chapter 4 of this code.

# Chapter 4 WATER AND SEWER REGULATIONS ARTICLE B. SEWER USE AND SERVICE

7-4B-1: DEFINITIONS:

7-4B-2: STATE LAWS ADOPTED:

7-4B-3: ADMINISTRATION:

7-4B-4: SERVICE CONNECTIONS:

7-4B-5: APPLICATION FOR SERVICE:

7-4B-6: EXTENSIONS OF SEWER MAINS:

7-4B-76: SERVICE INSTALLATION:

7-4B-78: PRETREATMENT:

7-4B-89: SEWER RATES AND CHARGES:

7-4B-910: COLLECTION OF SEWER RATES AND CHARGES:

7-4B-1011: DISCONTINUANCE OF SERVICE BY SEWERAGE USER:

7-4B-1112: UNLAWFUL ACTS:

7-4B-1213: INDUSTRIAL COST RECOVERY:

7-4B-1314: INSPECTION, SAMPLES AND TESTS:

7-4B-1415: PENALTIES:

7-4B-1516: ADDITIONAL REMEDIES:

7-4B-1: DEFINITIONS: <sup>®</sup> □

For purposes of this Article, the following mean:

AGENT: Includes a tenant or other person on the premises of another.

APPLICANT: The person making application for a permit for a sewer connection, who shall be the owner of the premises to be served by the sewer for which a permit is requested, or his authorized agent appointed in writing to do so.

APPROVAL or APPROVED: Approved in writing.

"BOD" (denoting biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Celsius, expressed in milligrams per liter.

BUILDING: Any structure used for human habitation, employment, place of business, recreation, or any other purpose, containing sanitary facilities.

BUILDING DRAIN: Part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewers, beginning five feet (5') (1.5 meters) outside the inner face of the building walls.

BUILDING SEWER: The extension from the building drain to the public sewer or other place of disposal.

CITY: The City of Umatilla, Oregon.

GARBAGE: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

ORGANIZATION: Includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity, including any receiver, special master, trustee, assignee, or other similar representative thereof.

OWNER: Includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

- A. All or part of the legal title to the property; or
- B. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

pH: The logarithm of the reciprocal of the weight of the hydrogen ions in grams per liter of solution.

p.p.m.: Parts per million.

PERSON: Includes an individual or organization, except the City.

PROPERLY SHREDDED GARBAGE: The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2") (1.27 cm) in any dimension.

SEWAGE: A combination of water-carried waste from residences, hotels, motels, rooming houses, business buildings, institutions and industrial establishments together with such ground surface and storm waters which may be present.

SEWER: A pipe or conduit carrying sewage.

SEWER USER OR SEWERAGE USER: Includes any person who has made application with the City for sewerage service or, if no application has been made, any person whose premises receive City sewerage service. In cases of multiple sewerage users who receive City water through a single water meter, the owner of the premises is the sewerage user and shall be the person to make application for sewerage service.

SEWERAGE SYSTEM: All facilities for collecting, pumping, treating and disposing of sewage.

SUPERVISOR: Public Works Superintendent, and authorized City staff members.

SUSPENDED SOLIDS: Solids that either float on the surface or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

TENANT: Includes an organization or adult person or adult persons entitled under an oral or written rental agreement, including a leasehold interest, to occupy real property or a building, including a dwelling unit, to the exclusion of others.

UNIT: Ten thousand (10,000) gallons of water as determined by water meter readings. (Ord. 534, 12-1-1986; amd. Ord. 583, 7-1-1991; Ord. 670, 4-7-1998)

## 7-4B-2: STATE LAWS ADOPTED: © 🖃

There is adopted and incorporated by reference Oregon Revised Statutes 447.010 through 447.160, the State Plumbing Code, and the applicable administrative rules of the State Board of Health promulgated pursuant thereto, unless otherwise provided for by ordinances of the City. (Ord. 534, 12-1-1986)

## 7-4B-3: ADMINISTRATION: © 🖃

- A. Public Works Superintendent: The Superintendent shall have charge of the maintenance, testing, inspection and operation of the sewer system, under the supervision and direction of the City Administrator. The Superintendent shall oversee all extensions and alterations of the sewer system which are authorized by the City Council. The Superintendent shall also be responsible for the inspection of all sewer connections and shall report to the City Finance Officer on all money due the City for all charges made for such connections.
- B. City Finance Officer: The Finance Officer shall be responsible for the collection of sewer bills, deposits and fees. All revenues therefrom shall be accounted for in the manner required by ordinance and shall be deposited regularly in a separate fund designated Special Sewer Fund, which fund shall be separate from all other funds and deposits of the City. (Ord. 534, 12-1-1986)

## 7-4B-4: SERVICE CONNECTIONS: <sup>€</sup> □

- A. Permissive Connections: Wherever there is now, or may hereafter be, constructed in this city a public sewer for the purposes of carrying off sewage within the city, the owner or owners of the property abutting on any street or alley in which a sewer is constructed and, in the opinion of the superintendent, is accessible thereto, may connect the houses or buildings on the property to the sewer at the expense of the owner(s). (Ord. 583, 7-1-1991)
- B. Inspection Fee: An inspection fee will be charged for each connection which is inspected. These will be paid at the time permits are acquired. (Ord. 534, 12-1-1986)

## 7-4B-5: APPLICATION FOR SERVICE: 🛍 🖃

- A. Sewer Connection Permit: If application is approved and the fees paid as provided, the city shall issue a sewer connection permit specifying the location where the connection is to be made. (Ord. 534, 12-1-1986)
- B. Connection To Sewer: Before connecting to any sewer or altering a service connection, application for permission must be made in writing by the owner of the premises to be served, or the owner's authorized representative, to the city. The application shall be in such form as shall be from time to time prescribed by the city. By submitting an application, the owner agrees to be bound by terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the city in implementation of this article. (Ord. 583, 7-1-1991)
- C. Opening Sewerage Service Account: Applications for sewerage service shall be made at city hall by or on behalf of the person requesting sewerage service. A tenant applying for sewer service may be required by the city to provide proof of his or her tenancy. The city shall refuse to provide water and sewer service to real property when any tenant applying for sewer service has a

previous unpaid bill for water or sewer service with the city unless the city and the tenant agree to a written plan for repayment of unpaid water or sewer bills. Persons receiving sewerage service are deemed bound by the terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the city in implementation of this article.

- D. Implied Consent; Discontinue Service Without Notice: Any sewerage user shall be deemed to have consented and agreed to the terms and provisions of this article and to have acknowledged the right of the city to discontinue water and sewer service without notice in the event of failure to make timely payments of all rates and charges and to otherwise comply with the provisions of this article or regulations to implement this article. (Ord. 670, 4-7-1998)
- E. Annexation: Prior to being connected to city sewer service each parcel to receive service shall annex into the city. If a parcel is outside city limits and not contiguous to city limits, the owner shall sign an unlimited agreement to annex when the subject property becomes contiguous to city limits. (Ord. 765, 7-5-2011)

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- A. Extension: Extension to the sewer mains of the sewerage system may be made by any one of the following methods, in addition to the procedures provided in this Article or other ordinances of the City, as specified by an engineer of the City's choice.
- 1. By the person requesting the sewer main extension paying the entire cost. The sewer main extension shall be conveyed or transferred to the City with the necessary easements, and shall meet the following requirements:
- a. Specified by the City Engineer, the size, grade, and location of such main shall provide for anticipated future development of the property in the adjacent area, and for the connections which such development may generate.
- b. Where the main passes through private property, a twenty foot (20') easement and right of way shall be granted to the City for the maintenance, operation, and repairing of such main and for all sewer line purposed, necessary or reasonably incident to the uses and purposes thereof, including any connections to the sewerage system of the City, but not limited thereto.
- c. A special connection charge (in addition to the service connection fee) may be charged to those connecting to the sewer main extension who did not share in the cost of its installation in order to reimburse the person or persons who paid for its installation. The special connection charge shall be calculated as follows:
  - (a) The proportionate share of the total cost of the sewer main extension which reflects the benefits to each property which may be connected to the sewer main, based on the square footage of each benefitted property:
  - (b) The total actual cost of the sewer main extension, increased by nine percent annual simple interest, or such other percentage that the City Council may, from time to time, set by resolution, multiplied by a percentage of front footage owned by the benefiting property owner of the total front footage of the water main extension or line; or
  - (c) such other methodology as may be set forth by written agreement between the City and the person initially paying the entire cost of the sewer main extension and which agreement is approved by the City Council.

Future interest rate changes shall not apply to previously executed reimbursement agreements entered into between the City and the person initially paying the entire cost of the sewer main extension.

- 2. By petitioning the city council to extend the sewer main in a manner to be financed as described hereafter. When considering such extension to the City sewer system, the city council shall have before it a report from the City Engineer of:
- a. The total cost of installing the sewer main of a design and capacity sufficient to serve the needs of the anticipated future development of the property and adjacent area and for the connections which such development may generate.
- b. The proportionate share of such total cost which shall reflect the benefits to each property which may be connected to the sewer main, such proportionate costs to be determined in the same manner as for a local improvement, as provided by the local improvement ordinance.

## 7-4B-67: SERVICE INSTALLATION: © 🖃

- A. Expense: All cost and expenses incident to the installation, connection, inspection, maintenance and repair of the building sewer line shall be the responsibility of the owner, the user or both. The owner or user shall reimburse the city for any work performed by the city or its contractor on a building sewer line as a result of an owner's or user's failure to properly install, connect, inspect, maintain or repair the building sewer line. In the event of loss or damage to the city's property, arising from neglect, carelessness or misuse by the owner or user of a building sewer line, the cost of necessary repairs or replacements shall be paid by the owner or user.
- B. Responsibility For The Building Sewer Line: The owner or user, or both, at their sole risk and expense, shall furnish, install, inspect and keep in good and safe condition the building sewer line from the point of its connection with the public sewer line. The owner or user or both shall hold the city harmless from and indemnify it for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from or related to the building sewer line. (Ord. 577, 8-6-1990)
- C. Separate Connections: A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear of the building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- D. Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and tests by the superintendent, to meet all requirements of this article.
- E. Installation Requirements: The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placing the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City or of the State.
- F. Elevation: Wherever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building sewer.
- G. Connection To Public Sewer: The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Codes or other applicable rules and

regulations of the City or of the State. All such connections shall be made gas-tight and watertight.

- H. Inspection Of Connection: The City shall be given reasonable notice to allow inspection of a sewer connection before completion, and while the connections are still uncovered. The manner of connection shall be subject to the approval of the Superintendent or other City official designated to inspect the work.
- I. Safety: All excavation for building sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner and to a condition satisfactory to the City.
- J. Manholes: When required, in the opinion of the Superintendent, the owner shall install, at the owner's expense, a suitable control manhole in the appropriate location, complete with observation, sampling and measurement devices. The manhole shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. (Ord. 534, 12-1-1986)

## 7-4B-78: PRETREATMENT: 4

- A. Settling: All waste containing soil, dirt and/or sand shall be settled a minimum of two (2) hours in an acceptable basin before discharge into a sewer.
- B. Required Pretreatment: When required, in the opinion of the Superintendent, to modify or eliminate wastes that are harmful to the structures, processes or operation of the sewage treatment works, the user shall provide such preliminary treatment or processing facilities as may be determined necessary to render his waste acceptable for admission to public sewers.
- C. Pretreatment Facilities: Any facilities required to pretreat waste water to a level acceptable to the City shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the City before construction of the facility. (Ord. 534, 12-1-1986)

## 7-4B-89: SEWER RATES AND CHARGES: © 🖃

- A. Set By Resolution; Services Listed: Sewer rates, charges, deposits, fees and sewer services shall be set by resolution of the City Council and be reviewed at least once annually<sup>1</sup>.
- B. Adjustment Of Rates: Sewer rates shall not be decreased during any period that sewer bonds issued are outstanding.
- C. Existing Contracts: Sewer rates adopted by resolution of the City Council shall not modify any existing written long term contract the City has with any person(s) for sewer rates.
- D. Damages To City Property: Wherever this Article provides for liability for any damage or repairs to City property by any sewer user, the amount of damages or repairs may be added to the sewer user's bill and collected in the same manner as sewer rates and charges. (Ord. 534, 12-1-1986)

## 7-4B-910: COLLECTION OF SEWER RATES AND CHARGES: © 🖃

A. Application Fee; Water And Sewer Deposit: Any person for whom an account is opened shall pay a nonrefundable application processing fee to cover administrative costs of opening an account. Each application for use of sewer service, water or both, shall be accompanied by a refundable deposit which will be held by the City and applied against any unpaid service charges for garbage, sewer or water charges due from the applicant. The application fee and deposits shall be collected from all applicants within three (3) days after requesting service from the City. The three (3) day period for payment of the application fee and deposits may be extended by a request of the applicant because of extenuating circumstances, which will be reviewed by the City Administrator. When an account is closed, the amount of any sewer and water deposits plus interest shall be returned to the applicant, less any amounts due for garbage, sewer or water service. If an applicant has paid the monthly statements for garbage, sewer and water service in a timely manner for thirty six (36) consecutive months without delinquency charge, the deposit plus interest will be credited against the applicant's current bill. (Ord. 560)

#### B. Billing Procedures:

- 1. Water And Sewer Bills Combined: All bills for water shall be prepared each month at the same time bills for sewage services are prepared and shall be collected as a combined bill for water and sewage service. (Ord. 534, 12-1-1986)
- 2. Billing To The Premises: All sewerage service charges shall be mailed to the premises where sewerage service is furnished unless the sewerage user requests, in writing, that the bill be submitted to another address. (Ord. 583, 7-1-1991)
- 3. Due Date:
- a. All sewer bills for each month shall be due and payable on the twentieth day of each month.
- b. If the last day for making payment falls on a day when City Hall is closed before the end of, or for all of, the normal workday or on any legal holiday, Saturday or Sunday, the payment may be made until the close of business hours on the next day that City Hall is open for business. (Ord. 560)
- 4. Place Of Payment: All water and sewer bills shall be paid at City Hall. (Ord. 670, 4-7-1998)
  - C. Appeals: Any person wishing to challenge a sewer billing may appeal to the City Administrator before the water service is suspended. Service will not be suspended during the pendency of an appeal if the sewer user pays the amount of any sewer billing not in dispute and the delinquency fee, if the amount not in dispute is twenty (20) days past due.

#### D. Delinquencies:

- 1. Fee: All bills unpaid after the twentieth day of each month shall be considered delinquent and a delinquency fee shall be assessed. (Ord. 560)
- 2. Notice Of Delinquency; Suspension Of Water Service: After the twentieth day of each month, notification shall be given as provided in subsection B2 of this Section, that the sewer bill and delinquency fee must be paid within five (5) days or water service to the property will be suspended. If the sewer user is not the owner of the real property receiving sewer service, a copy of the delinquency notice shall also be sent by first class mail to the owner or owner's agent that is on file with the City when the delinquency notice is sent to the sewer user. If the water service is turned off, the sewer bill, delinquency fee, and the expense of reconnecting the service, shall be paid in full before the water service is restored. (Ord. 670, 4-7-1998)
- 3. Duty To Disconnect Water Services: It shall be the duty of the Finance Officer to notify the Superintendent of any sewer user whose bill is outstanding after the deadline in subsection D2 of

- this Section, and the Superintendent shall proceed immediately to disconnect the water service, unless the City Administrator has postponed the suspension of water services.
- 4. Sewer Services Charged To Other Premises Of User: All charges for furnishing sewer services within the City and also to premises outside the City, shall be chargeable to the sewer user of said sewer services at the premises or any former premises where sewer service was supplied. Where the sewer user has a delinquent bill for one premises, that delinquency shall be charged against the sewer user for sewer services obtained at any other premises or source served by the City. (Ord. 560)
- 5. Recovering Delinquent Charges Where Sewerage User Does Not Receive City Water: Under Oregon Revised Statutes 454.225, if a sewer charge is delinquent and the user is not receiving water services from the City, the Finance Director may certify and present the charges to the Umatilla County Tax Assessor after July 15 and on or before the following July 15 and be by the assessor assessed against the premises serviced on the next assessment and tax roll prepared after July 15. Once the service charges are certified and presented to the assessor, the payment for the service charges will be made to the tax collector pursuant to Oregon Revised Statutes 311.370. (Ord. 645, 7-2-1996)
  - E. Low Income Rate: For relief of those residents who are experiencing a financial hardship, an application for the low income rate may be made to the City. The City Administrator and Water/Sewer Committee will evaluate requests and make recommendations to the City Council.
  - F. Outside City Sewer Rates: The City may furnish sewer service to places outside the City limits and the City Council may set the rates therefor by resolution.
  - G. Delay Of Termination Of Sewer Service: Any person faced with immediate discontinuance of water service, who is unable to pay by reason of an emergency situation in which:
- 1. The discontinuance would cause severe hardship to persons other than the individual unable to pay;
- 2. The emergency is a situation that will be resolved in a period of less than thirty (30) days from the delinquency billing date; and
- 3. The emergency is one which will be unlikely to recur;
  - may request the City Administrator to postpone the cut-off date. The City Administrator may postpone the discontinuance of services for a period not to exceed thirty (30) days from the delinquency billing date. Any person for whom termination of service has been delayed shall be required to pay the applicable fees in subsection D1 and D2 of this Section.
  - H. Indecent Matters: The City may reject payment for any sewer bill upon which or upon the envelope or outside cover of which are any delineations, epithets, terms or language of an indecent, lewd, lascivious or obscene character are printed or written to otherwise impressed or apparent. (Ord. 560)

#### I. Deposits:

1. Interest: The Director is authorized to invest deposits held by the City in interest-bearing accounts. The City shall pay interest at the lowest rate earned on the City's investments during the calendar year, less one percent (1%) for administrative expenses, to the applicant making the deposit. The interest will be credited to the customer's account on January 1 succeeding each deposit and on January 1 thereafter. Interest on sewer and water deposits shall begin on January 1, 1989, or the date of the deposit, whichever is later. (Ord. 611, 11-2-1993, eff. 1-1-1994)

- 2. Unclaimed Deposits: Deposits received as security for the payment of water and sewer which remain unclaimed for a period of one year after an account is closed shall be transferred to the Special Sewer Fund account unless subject to the Uniform Disposition of Unclaimed Property Act, Oregon Revised Statutes 98.302 et seq. (Or Laws 1957, c. 670). (Ord. 534, 12-1-1986)
  - J. Transfer Of A Claim: A tenant's bill may be transferred to the property owner or to a subsequent tenant if a delinquency notice was provided by first class mail to the tenant and to the property owner or the owner's agent within thirty (30) days from the date the bill was due<sup>2</sup>.
  - K. Lien For Unpaid Sewer Bill: When any bill remains unpaid after it becomes delinquent, the amount due (including interest and penalty) shall be recorded in the lien docket of the City and shall constitute a lien on the real property to which sewer service was provided. At any time after sixty (60) days from the time the lien is entered in the City's lien docket, in addition to any method provided by ordinance or charter, the lien may be foreclosed in the manner provided in Oregon Revised Statutes. (Ord. 670, 4-7-1998)

## 7-4B-1011: DISCONTINUANCE OF SERVICE BY SEWERAGE USER: © 🖃

Any sewerage user desiring to discontinue sewerage service and who is also receiving water service may make application therefor at City Hall not less than two (2) days before the date on which the service is desired to be discontinued. Upon payment of the water turn-off fee and the sewer and water bill to date, sewerage service will cease after the effective date of discontinuance for the period during which the service is shut off. Sewerage services shall not be returned to the premises until the turn-on fee for water service is paid. (Ord. 583, 7-1-1991)

## 7-4B-1112: UNLAWFUL ACTS: 4 =

- A. Prohibited Discharges: No person shall discharge or cause to be discharged any of the following waters or waste into any public sewer:
- 1. Petroleum, coal tar, vegetable or mineral oils, and products and their derivatives and wastes.
- 2. Any water and waste which may contain more than one hundred (100) milligrams per liter of fat, oil or grease.
- 3. Antimony, arsenic, barium, beryllium, bismuth, boron, cadmium, chromium (hexa), chromium (tri), cobalt, copper, iron, lead, manganese, mercury, molybdenum, nickel, rhenium, selenium, silver, strontium, tellurium, uranyl, tin and zinc.
- 4. Explosive or inflammable liquids and gases.
- 5. Any garbage that has not been properly shredded.
- 6. Any waters or wastes having a pH lower than five and five-tenths (5.5) or higher than nine (9.0) or having other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage works, or any explosive, acid or alkalies or corrosive liquids, gases or substances of sufficient strength to damage sewer, manholes, pumping stations or treatment plant units.
- 7. Paints or waste products from paint manufacturers.
- 8. Substances which will form deposits or obstructions in sewers or which, when mixed with sewage, will precipitate material and thus form deposits in sewers.
- 9. Ashes, cinders, sand, earth, mud, straw, shavings, feathers, glass, rags, tar, plastics, hair, coal, rubbish or metals of any kind, whole blood, entrails, paper dishes and cups and milk containers.
- 10. Any liquid or vapor having a temperature above one hundred forty degrees Fahrenheit (140°F).

- 11. Ground or unground fruit peelings and cores from canneries or packing plants.
- 12. Cull fruits and vegetables.
- 13. Fruit and vegetable pits and seeds such as those from peaches, apricots, cherries, prunes, pumpkins and squash.
- 14. Paunch, stable and barn manure.
- 15. Cull walnuts and filberts.
- 16. Offal from slaughterhouses.
- 17. Dead animals.
- 18. Sulphite or sulphate liquor and "white" water from pulp and paper mills.
- 19. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in receiving waters of the sewage treatment plant.
- 20. Any waters or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- 21. Any noxious or malodorous gas or substance capable of creating a public nuisance.
  - B. Temporary Or Permanent Drainage: Neither temporary nor permanent drainage of storm water or other runoffs into the sanitary sewer system shall be permitted. Drainage from roofs, storm sewer or storm drains shall not be permitted into the sanitary sewer system and no such connection shall be permitted.
  - C. Harmful Contributions: No person shall discharge or cause to be discharged, any substances, materials, waters or wastes, if it appears likely to the authorized local and/or State and/or Federal agencies, that such waste can harm either sewer, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance, or will violate standards established by the authorized local, State and/or Federal agencies.
  - D. Protection From Damage: No person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the Municipal sewer system. (Ord. 534, 12-1-1986; amd. 1993 Code)

## 7-4B-1213: INDUSTRIAL COST RECOVERY: <sup>€</sup> □

At such time as "industrial waste" as defined under section 35.905-8 of the Construction Grant Regulations 40 CFR part 35, are discharged to the facilities constructed under EPA Grant No. C410400, the City shall develop and adopt an industrial cost recovery system acceptable to the U.S. Environmental Protection Agency. This cost recovery system shall comply with the requirement of PL92-500 and all regulations and guidelines pertaining thereto. In the interim, the City shall submit an annual certification affirming the nonexistence of industrial discharges to this facility and shall maintain such records and documents as necessary to substantiate the certification. (Res. 3-77, 7-19-1976)

## 7-4B-1314: INSPECTION; SAMPLES AND TESTS: 1

A. Reasonable Access: Duly authorized employees of the City, bearing proper credentials and identification, shall have the authority to inspect or cause to be inspected, all buildings and premises except the interior of dwellings, as often as may be necessary, for the purpose of

inspection, observation, measurement, sampling and testing in accordance with the provisions of this Article

- B. Admission Refused: If admission is refused or delayed, or if inspection is in any way hindered, in the opinion of the Superintendent, water may be turned off to the premises after giving twenty four (24) hours' oral notice to any occupant of the premises fourteen (14) years of age or older, or three (3) days' written notice by mail to the water user.
- C. Examination: All measurements, tests, and analysis of the characteristics of the waters and waste to which reference is made in this Article shall be determined in accordance with the latest edition of Standards and Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and shall be determined at the control manhole provided or upon suitable samples taken at such control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effective constituents upon the sewage works and to determine the existence of hazards to life, limb or property. (The particular analysis involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analysis are obtained from a 24-hour composite of all outfalls, whereas pHs are determined from periodic grab samples.) (Ord. 534, 12-1-1986)

## 7-4B-1415: PENALTIES: 1

Any person violating subsection <u>7-4B-4</u>A, B, or <u>7-4B-6</u>C, E, G, H, or I, or subsection <u>7-4B-7</u>B or any of Section <u>7-4B-10</u> of this Article shall, upon conviction, be punished by the imposition of a Class A civil fine<sup>3</sup>. In the case of a continuing violation, every day's continuance of the violation is a separate violation. (Ord. 534, 12-1-1986; amd. 1993 Code)

## 7-4B-1516: ADDITIONAL REMEDIES: © 🖃

- A. Money Judgment: In addition to the penalties provided in Section <u>7-4B-14</u> of this Article, the City may sue in a court of competent jurisdiction to obtain a judgment for any fee due under this Article and enforce collection of the judgment as allowed by law.
- B. Injunction: The City may seek an injunction to prohibit a person engaged in any activity regulated by this Article which does not comply with this Article.
- C. Attorney Fees And Costs: In a civil action authorized by this Section, if the City prevails, it shall be entitled to recover its reasonable attorney fees to be set by the court in addition to its costs and disbursements. These fees are recoverable at all levels of trial and appeal. (Ord. 534, 12-1-1986)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: See Section 1-12-4 of this Code.

Footnote 2: ORS 91.255.

Footnote 3: See Title 1, Chapter 4 of this Code.

## CITY OF UMATILLA, OREGON

# **AGENDA BILL**

# Agenda Title: (First Reading) Ordinance No. 841 - Amending Title 7, Chapter 4, Article A & Article B of the Umatilla City Code. Meeting Date: 2019-12-17

Department:	<u>Director:</u>	<b>Contact Person:</b>	Phone Number:
Community Development	David Stockdale	Brandon Seitz	541-922-3226 ext 103

Cost of Proposal:	Fund(s) Name and Number(s):	
Legal Review	N/A	
Amount Budgeted:		
NA		

<b>Reviewed by Finance Department:</b>	Previously Presented:
No	11/19/2019

#### **Attachments to Agenda Packet Item:**

Ordinance 841 Regarding Updates to Water and Sewer Regulations for Title 7.docx Ord 841 Exhibit A.pdf Ord 841 Exhibit B.pdf

#### **Summary Statement:**

Update the City of Umatilla sewer and water code to establish when connection to the City of Umatilla's water works system is required and establish a method for extension of a sewer main to connect to the City of Umatilla's sewerage system.

Suggested Action: No Action Today. Action may be taken, if so desired, at the January 7, 2020 City Council Meeting after the 2nd Public Hearing and 2nd Reading.

#### **Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

#### **ORDINANCE NO. 841**

AN ORDINANCE AMENDING TITLE 7, CHAPTER 4, ARTICLE A AND ARTICLE B OF THE UMATILLA CITY CODE TO ESTABLISH WHEN SERVICE CONNECTIONS TO THE CITY WATER OR SEWER SYSTEMS ARE REQUIRED AND ESTABLISHING CITY'S EXCLUSIVE RIGHT TO PROVIDE SUCH SERVICES INSIDE CITY LIMITS AND THE CITY'S SOLE DISCRETIONARY RIGHT TO MAKE EXCEPTIONS OR EXEMPTIONS TO SUCH SERVICES.

**WHEREAS,** the City of Umatilla has adopted regulations for establishing water and or sewer connections to the City's water works system or sewerage systems; and

**WHEREAS,** the City of Umatilla desires to establish when connection to the City of Umatilla's water works system is required; and

**WHEREAS**, the City of Umatilla desires to establish methods for the extension to a sewer main to allow additional connections to the City of Umatilla's sewerage system; and

**WHEREAS**, the City of Umatilla desires to establish the City's exclusive right to provide water and waste water services to residential and non-residential users located inside City limits; and

# NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF UMATILLA ORDAINS AS FOLLOW:

- <u>Section 1</u>. The Umatilla City Council does hereby amend Title 7, Chapter 4, Article A as attached hereto as Exhibit A.
- Section 2. The Umatilla City Council does hereby amend Title 7, Chapter 4, Article B as attached hereto as Exhibit B.
- <u>Section 3</u>. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist, and this Ordinance shall be in effect immediately upon its passage.

ADOPTED by the City Council this day of, 20	
Council members voting yes:	
Council members voting no:	_
council memoers voting no.	
Absent Council members:	_
Abstaining Council members:	

And **SIGNED** by the Mayor this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_.

75

	Mary Dedrick, Mayor
ATTEST:	
Nanci Sandoval, City Recorder	

#### Ord No. 841 Exhibit A

## Chapter 4 WATER AND SEWER REGULATIONS ARTICLE A. WATER USE AND SERVICE

7-4A-1: DEFINITIONS:

7-4A-2: ADMINISTRATION:

7-4A-3: REQUIRED WATER SERVICE:

7-4A-4: SERVICE CONNECTIONS:

7-4A-5: APPLICATION FOR SERVICE:

7-4A-6: WATER USER SERVICE LINES:

7-4A-7: SERVICE PIPES AND EXTENSIONS OF WATER MAINS:

7-4A-8: WATER METERS:

7-4A-9: CROSS-CONNECTION CONTROL REQUIREMENT:

7-4A-10: WATER RATES AND CHARGES:

7-4A-11: COLLECTION OF WATER RATES AND CHARGES:

7-4A-12: DISCONTINUANCE OF SERVICE BY WATER USER:

7-4A-13: RESPONSIBILITY FOR SERVICE:

7-4A-14: RESPONSIBILITY FOR WATER USER EQUIPMENT:

7-4A-15: UNLAWFUL ACTS:

7-4A-16: INSPECTIONS:

7-4A-17: PENALTIES:

7-4A-18: ADDITIONAL REMEDIES:

7-4A-1: DEFINITIONS: © 🖃



For the purposes of this Article, the following words and terms shall have the meanings herein ascribed to them:

AGENT: A tenant or other person on the premises of another.

AIR GAP SEPARATION: The physical vertical separation between the free flowing discharge end or a potable water supply pipe line and the open or nonpressure receiving vessel.

APPROVAL or APPROVED: Approved in writing.

AUXILIARY WATER SUPPLY: Any supply of water used to augment the supply obtained from the public water system which serves the premises in question.

AVAILABLE WATER SERVICE: Water service shall be considered available upon the existence of a distribution main of a public water system to which a service connection can be completed by the water user.

BACKFLOW: Any reversal of the normal flow of water from the distribution system that may allow contamination or pollution of the public water supply and render it nonpotable.

BACK-FLOW PREVENTION DEVICE: Any devices or methods approved by the Superintendent for use in the prevention of back-flow.

CITY: The City of Umatilla, Oregon.

CROSS-CONNECTION: Any link or channel between the piping which carries drinking water and the piping or fixtures which carry water or other substances.

DISTRIBUTION SYSTEM: The network of pipes and other facilities which are used to distribute water from the source, treatment, transmission, or storage facilities to the water user.

DOUBLE CHECK VALVE ASSEMBLY: An assembly of two (2) independently acting check valves with shut-off valves on each side of the check valves and test cocks for checking the water tightness of each check valve.

EMERGENCY: A condition resulting from an unusual calamity such as a flood, storm, earthquake, drought, civil disorder, volcanic eruption, an accidental spill of hazardous material, or other occurrence which disrupts water service at a public water system or endangers the quality of water produced by a public water system.

ORGANIZATION: Includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, and any other legal or commercial entity, including any receiver, special master, trustee, assignee, or other similar representative thereof.

OWNER: Includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

- A. All or part of the legal title to the property; or
- B. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

PERSON: Includes an individual or organization, except the City.

POTABLE WATER: Water from any source that has been investigated by the health agency having jurisdiction, and has been approved by such agency for human consumption.

REDUCED PRESSED PRINCIPLE BACKFLOW PREVENTION DEVICE (R.P.DEVICE): A device for preventing backflow which has two (2) check valves, a differential relief valve located between two (2) check valves, two (2) shut-off valves, one on the upstream side and the other on the downstream side of the check valves, and four (4) test cocks for checking the watertightness of the check valves and the operation of the relief valve.

SERVICE CONNECTION: The piping connection that conveys water from a distribution main of a City water distribution system to a water user's premises.

SUPERINTENDENT: City Public Works Superintendent, and includes authorized personnel and employees of the City Public Works Department.

TENANT: Includes an organization or adult person or adult persons entitled under an oral or written rental agreement, including a leasehold interest, to occupy real property or a building, including a dwelling unit, to the exclusion of others.

WATER METER OR METER: Includes the corporation cock, meter, meter box and lid.

WATER USER: Includes any person who has made or is required to make application with the City for water services or, if no application has been made, any person whose premises receive City

water or are served by the City water works system. In cases of multiple users who receive their water through a single meter, the owner of the premises is the water user and shall be the person to make application for water services.

WATER WORKS SYSTEM: Includes City water wells, surface water diversion infrastructure, pumping equipment, the distribution systems of potable and non-potable water, fire hydrants, meters and all other appurtenances. (Ord. 517, 10-21-1985; amd. Ord. 582, 7-1-1991; Ord. 669, 4-7-1998)

# 7-4A-2: ADMINISTRATION: 🗣 🖃

- A. Public Works Superintendent: The Superintendent shall have charge of the maintenance and operation of the water supply, pumping equipment, distribution system, fire hydrants, meters and all other appurtenances of the water works system, under the supervision and direction of the City Administrator. The Superintendent shall oversee all extensions and alterations of the water works system which are authorized by the City Council. The Superintendent shall also be responsible for the reading of all water meters and shall report to the City Finance Officer on all money due the City for all deposit fees and charges made for water service and connections.
- B. City Finance Officer: The Finance Officer shall be responsible for the collection of water bills, deposits and fees. All revenues therefrom shall be accounted for in the manner required by Ordinance 436, section 4, "Protection and Disposition of Funds", as set forth in subsection C of this Section and shall be deposited regularly in a separate fund designated Reserve Fund Account, which fund shall be separate from all other funds and deposits of the City. (Ord. 517, 10-21-1985)
- C. Protection And Disposition Of Funds: The City Finance Director shall be the custodian of all funds of the City and all funds shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation. The Finance Director shall execute a fidelity bond in an amount not less than fifty thousand dollars (\$50,000.00) with a surety company approved by the Farmers Home Administration and the United States of America shall be named as co-obligee in such bond and the amount thereof shall not be reduced without the prior written consent of Farmers Home Administration. The City Finance Director is hereby directed to establish the following accounts into which the current funds of the City, bond proceeds, the revenues from the facility and other income shall be deposited, which accounts shall be continually maintained, except as otherwise provided, so long as the bond hereby authorized remains unpaid:
- 1. Construction Account: The proceeds of the bond hereby authorized shall be deposited in the construction account which shall be established as a "supervised bank account" as required by the government. Amounts in the supervised bank account exceeding forty thousand dollars (\$40,000.00) shall be secured by the depository bank in advance in accordance with the U.S. Treasury Department Circular No. 176. Withdrawal from the construction bank account shall be made only on checks signed by the Finance Director of the City as authorized by the City Council from time to time, countersigned by the Mayor and only for the purposes for which said bond was signed as specified in the estimate of costs. The City's share of any liquidated damages and other moneys paid by defaulting contractors of their sureties will be deposited in the construction account to assure completion of the project. When the construction of the facility has been completed or all construction costs have been paid for in full, any balance remaining in the construction account shall be used immediately to pay outstanding installments on the bond in inverse order without premiums, except that any balance in an amount insufficient to pay a whole installment will be transferred to the reserve account. The construction account shall then be closed.
- 2. Revenue Fund Account: As soon as the facility becomes revenue producing, the gross revenues shall be set aside into a separate account to be designated the revenue fund account, and moneys so deposited therein shall be expended and used only in the manner and order as follows:

- a. Operation And Maintenance Account (Bookkeeping Account): There shall be set aside and deposited a sufficient portion of the income and revenue in the revenue account to pay the reasonable and necessary current expenses of operating and maintaining the facility.
- b. Debt Service Account (Bookkeeping Account): After the transfer required in subsection C2a of this Section, there shall be transferred each year prior to December 1 from the revenue fund account, before any other expenditures or transfer therefrom and deposited in the debt service account for payment of the annual installment of the note, a sum equal to the annual installment becoming due on December 1.
- (1) If the City for any reason shall fail to make such deposit, then an amount equal to the deficiency shall be set apart and deposited in the debt service account out of the gross revenues, which amount shall be in addition to the regular deposit required.
- (2) Whenever there shall accumulate in the debt service account amounts in excess of the requirements during the next twelve (12) months for paying principal and interest on outstanding installments and in the operation and maintenance account and the reserve account, hereinafter established, amounts in excess of the requirements thereof, such excess may be used by the City to make prepayments on the loan.
- c. Reserve Account (Bookkeeping Account): Out of the balance of income and revenue in the revenue fund account remaining after the transfers required in subsections C2a and C2b of this Section have been made, there shall be set aside and deposited in the reserve account the sum of five hundred thirty dollars (\$530.00) each month until there is accumulated in that fund the sum of sixty three thousand sixty dollars (\$63,060.00), after which no further deposits need be made into said account except to replace withdrawals. The reserve account shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the facility which may be caused by any unforeseen catastrophe, for making extensions or improvements to the facility and when necessary for the purpose of making payments of principal and interest on the bonds hereby authorized in the event the amount of the debt service account is insufficient to meet such payments. Whenever disbursements are made from said account, said monthly deposits shall be resumed until there is again accumulated the amount of sixty three thousand sixty dollars (\$63,060.00), at which time deposits may be again discontinued. (Ord. 436, 11-6-1978)

#### 7-4A-3: REQUIRED WATER SERVICE:

A. All residential and non-residential use requiring potable water or non-potable water shall be connected to the City water works system if such water service is available, provided, however, if a water user: (1) possesses and operates a well to withdraw groundwater for domestic use, the water user may continue to operate such well for such purpose if information is submitted confirming (a) the well has been in operation prior to July 1, 2020, and (b) the well and use of water is in compliance with applicable law; (2) possesses and operates a well to withdraw groundwater for irrigation use, the water user may continue to operate such well for such purpose if information is submitted confirming the well (a) has been in operation prior to July 1, 2020, and (b) the well and use of water is in compliance with applicable law; (3) possesses and relies on a water supply from an irrigation district for irrigation use, the water user may continue to source such water from the irrigation district for such purpose if information is submitted confirming the right to receive and use the irrigation district water; or (4) possesses and relies on a water supply source previously authorized prior to April 1, 2019 by City ordinance or by written agreement with the City.

B. All residential and non-residential use located on premises previously connected to the City water works system must be newly connected to the water works system within sixty (60) days of the City water being made available. In the event the existing meter or tap does not meet City standards, required modifications will be performed by the City and the reasonable costs thereof

as determined by administrative policy shall be paid by the water user. These costs shall be in lieu of the connection charge ordinarily imposed.

## 7-4A-4: SERVICE CONNECTIONS: 🗣 🔤



- A. Single-Unit And Multi-Unit Residences: All single-unit residences shall have one service connection and a water meter. All multi-unit residences including, but not limited to, apartments and motels, shall have a separate service connection and water meter for each unit. If requested by the owner and approved by the City Council, the owner of a multiple-unit residence containing five (5) or more units may have only one water meter.
- B. Non-Residential: All non-residential water users shall have a water meter for each user; provided, that if any owner of any building divides or separates his/her/its other building so as to provide a separate place for a business, each business place will have a separate water meter. The owner of a structure in which water is provided through a single water meter shall be liable for all water supplied to the building. If a use is changed in a non-residential structure, a water meter shall be required on the new use. If requested by the owner and approved by the City Council, the owner of a non-residential building containing two (2) or more separate water users or business places may have only one water meter.
- C. Requests For Exceptions: Exceptions provided by subsections A and B of this section, shall only be made by resolution of the City Council stating the reason therefor. The person requesting the exception shall pay for all expenses in connection with the City Council's review of the request. including, but not limited to, City attorney fees, staff time, engineering fees, any materials and other related costs, whether or not the request is granted. The expenses of review may be added to the person's water billing and collected in the same manner as water rates and charges. (Ord. 517, 10-21-1985)

## 7-4A-5: APPLICATION FOR SERVICE: 🗣 🖃



- A. Connection To Water Main: Before connecting to any water main or altering a service connection, application for permission must be made in writing by the owner of the premises to be served, or the owner's authorized representative, to the City. The application shall be in such form as shall be from time to time prescribed by the City. By submitting an application, the owner agrees to be bound by the terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the City in implementation of this article. (Ord. 582, 7-1-1991)
- B. Opening Water Account: Applications for water service shall be made at city hall by or on behalf of the person requesting water and water service. Persons receiving water and water services are deemed bound by the terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the City in implementation of this article. (Ord. 517, 10-21-1985)
- C. Implied Consent; Discontinue Service Without Notice: Any water user shall be deemed to have consented and agreed to the terms and provisions of this article and to have acknowledged the right of the city to discontinue water service without notice in the event of failure to make timely payment of all rates and charges or to otherwise comply with the provisions of this article or regulations to implement this article. (Ord. 582, 7-1-1991)
- D. Eligibility For Water Service: The City may refuse to provide water service to real property unless the owner, the owner's agent, or the owner's tenant has made formal application for water

service from the City. A tenant applying for water service may be required by the City to provide proof of his or her tenancy. The City shall refuse to provide water service to real property when any tenant applying for water service has a previous unpaid bill for water service with the Cityp unless the City and the tenant agree to a written plan for repayment of unpaid water bills. The City may disconnect water service to real property if the owner, the owner's agent, or the owner's tenant has not made formal application for water service from the City.

- E. When Owner Is Responsible: When water service is provided to a multi-unit residential or nonresidential use, and such multi-unit use does not have a separate water meter for each unit, the owner shall be responsible for payment and the property is subject to a lien. (Ord. 669, 4-7-1998)
- F. Annexation: Prior to being connected to City water service each parcel to receive service shall annex into the City. If a parcel is outside City limits and not contiguous to city limits, the owner shall sign an unlimited agreement to annex when the subject property becomes contiguous to City limits. Properties within the McNary Industrial Park are not required to annex in order to connect to City water service. (Ord. 765, 7-5-2011)

## 7-4A-6: WATER USER SERVICE LINES: 1



- A. Installation: The service line from the property line shall be installed and properly maintained by the water user. All service pipes and all water pipes in all premises shall be installed in accordance with the plumbing code of the state of Oregon and the City.
- B. Connection To Water Meter Or Upon Premises: Before any attachment or connection is made between the water meter and the water user's service line, permission shall be obtained from the Superintendent, and the work shall be performed at the expense of the water user. All connections or attachments to the water meter or upon the premises shall be in accordance with the plumbing code of the state of Oregon and the City.
- C. Ground Wire Attachments: The water user shall be liable for any damage to city property caused by electrical ground wire attachment to any plumbing.
- D. Leaking Plumbing: Water may not be furnished where there are defective or leaking faucets. water closets or other fixtures, or where there are water closets or urinals without self-closing valves, or tanks without self-acting float valves, and the water supply may be shut off. (Ord. 517, 10-21-1985)

# 7-4A-7: SERVICE PIPES AND EXTENSIONS OF WATER MAINS: 🗨 🖃



- A. Installation: Service pipes of all sizes between the water main and the water meter shall be of the type and material specified by the Superintendent. Service pipes from the water meters to the property line and within the premises shall be of a grade of material approved by the Superintendent. Service pipes between the water main and water meter shall be installed and maintained by the City, except where the meter is located at a distance from the water main further than the street property line, in which event special arrangements shall be made as to the cost of the extra length of line.
- B. Extension: Extension to the water mains of the water system may be made by any one of the following methods, in addition to the procedures provided in this Article or other ordinances of the City, as specified by an engineer of the City's choice.

- 1. By the person requesting the water main paying the entire cost. The water main shall be conveyed or transferred to the City with the necessary easements, and shall meet the following requirements:
- a. Specified by the City Engineer, the size, grade, and location of such main shall provide for anticipated future development of the property in the adjacent area, and for the connections which such development may generate.
- b. Where the main passes through private property, a twenty foot (20') easement and right of way shall be granted to the City for the maintenance, operation, and repairing of such main and for all water line purposed necessary or reasonably incident to the uses and purposes thereof, including any connections to the water system of the City, but not limited thereto.
- c. A special connection charge (in addition to the service connection fee) may be charged to those connecting to the water main extension or line who did not share in the cost of its installation in order to reimburse the person or persons who paid for its installation. The special connection charge shall be calculated as follows:
  - (i) The proportionate share of the total cost of the water main extension or line which reflects the benefits to each property which may be connected to the line or main, based on the square footage of each benefitted property;
  - (ii) The total actual cost of the water main extension or line, increased by nine percent annual simple interest, or such other percentage that the City Council may, from time to time, set by resolution, multiplied by a percentage of front footage owned by the benefiting property owner of the total front footage of the water main extension or line; or
  - (iii) such other methodology as may be set forth by written agreement between the City and the person initially paying the entire cost of the water main extension or line and which agreement is approved by the City Council.

Future interest rate changes shall not apply to previously executed reimbursement agreements entered into between the City and the person initially paying the entire cost of the water main extension.

- 2. By petitioning the city council to extend the City water main in a manner to be financed as described hereafter. When considering such extension to the City water system, the city council shall have before it a report from the City Engineer of:
- a. The total cost of installing the main of a design and capacity sufficient to serve the needs of the anticipated future development of the property and adjacent area and for the connections which such development may generate.
- b. The proportionate share of such total cost which shall reflect the benefits to each property which may be connected to the line or main, such proportionate costs to be determined in the same manner as for a local improvement, as provided by the local improvement ordinance.
  - C. Financed From Water Fund: At such time as the City Council determines that a water main shall be installed by the manner herein described, and when appropriations therefor have been budgeted, all costs for such water main shall be financed from the Water Fund. A special connection charge (in addition to the service connection fee) equal to the proportional benefits, as above described, shall be paid into the Water Fund, together with an annual interest charge of not less than twelve percent (12%) per annum or The U.S. National Bank prime rate plus two percent (2%), whichever is greater, beginning on the date on which construction of such main was completed, by each property owner requesting to be connected to the water system. (Ord. 517, 10-21-85; 1993 Code)

### 7-4A-8: WATER METERS: 🗣 🖃

- A. Installation, Care and Custody of Water Meters: Water meters will be furnished and installed by the City, and the expense of installation will be included in the service connection fee. The water user will have custody of the water meter, but the water meter will remain the property of the City. There is hereby created the relationship of bailor and bailee between the City and the water user in regard to the care and custody of the water meter.
- B. Repairs: The water user shall be liable for any adjustments, repairs or replacement of a water meter or other equipment or property owned by the City which is caused by an act of the water user or tenants, agents, employees, contractors, licensees, permittees or family members of the water user, including the breaking or destruction of seals and locks on or near a water meter. If a water meter is damaged from hot water from the water user's line, the water user shall be required to pay for the cost of repairs of the water meter and for the loss of revenue occasioned by the damage, and shall immediately make the necessary corrections in the water user's water lines to prevent further damage to the water meter.
- C. Malfunctioning Water Meters: In case of damage to a meter, its stoppage or imperfect operation, the water user shall give immediate notice to the City. If any water meter malfunctions or fails to register not due to the fault of the water user, the water user will be charged the basic rate for the time period that the meter malfunctioned.
- D. Inspection and Testing: The Superintendent may inspect and test water meters at any time. If a water user requests inspection and testing of a water meter, a testing fee shall be paid in advance. If the water meter is found to be inaccurate according to the standards of the American Waterworks Association, a water meter will be substituted, the water bill for the preceding billing period shall be adjusted as set out in subsection C of this Section and the water meter accuracy test fee refunded.
- E. Accessibility to Water Meters: The water user shall keep the water meter and appurtenant area free from obstruction or debris in, on or around the same and accessible at all times, for the purpose of turning-on and turning-off water, and reading, inspecting or repairing the water meter.
- F. Keeping Water Meters from Freezing: The water user shall take all necessary precautions to keep the water meter from freezing. If the water user fails to keep the water meter from freezing, the water user shall be charged with the cost of repairing any damage which may result from such failure.
- G. Keeping Water Meter Areas Safe: The water user shall keep the water meter box and appurtenant area in a safe condition and shall be responsible for any repair to the water meter and appurtenances or property damage or personal injury to third persons. In addition, the water user shall hold the City harmless and indemnify it against any claims by third persons. The City hereby creates a right of action in third persons injured as a result of a water user's failure to properly maintain the water meter box and/or appurtenant area.
- H. Use of Water Meters: All water furnished by the City to any property with a water meter must pass through the water meter. (Ord. 517, 10-21-85)

#### 7-4A-9: CROSS-CONNECTION CONTROL REQUIREMENT: 4 🖃



- A. Identifying Cross-Connections: The cross-connection control inspector shall identify and evaluate the premises where potential cross-connections exist.
- B. Discontinue Service: Where the Superintendent has reasonable cause to believe that an existing or potential cross-connection is located on the water user's premises, the Superintendent shall deny or discontinue service to those premises until an appropriate backflow prevention device is installed or until the cause of the hazard is eliminated
- C. Water User to Notify Superintendent: Whenever a water user obtains water from the water works system and treats the water in any way or adds any chemical or substance to the water, the water user shall immediately notify the Superintendent.
- D. Installation of Backflow Prevention Devices:
- 1. Backflow prevention devices for protecting the water works system shall be installed on the service connection to premises as required by State law and regulations.
- 2. All backflow devices shall be installed in accordance with the Oregon Health Division standards.
  - E. Type of Backflow Prevention Device: The type of backflow prevention device required under subsection D of this Section shall be commensurate with the degree of hazard which exists.
  - F. All backflow prevention devices required under this Section shall be of a type and model approved by the Superintendent or the Oregon Health Division. The City shall maintain a list of backflow prevention devices approved for use in Oregon.
  - G. Testing and Inspection of Backflow Prevention Devices:
- 1. The water user, where one or more reduced pressure device, doublecheck valve assembly, or pressure vacuum breaker have been installed, shall have the device tested at least once per year. Backflow prevention devices found not to be functioning properly shall be promptly repaired by the water user or the City may deny or discontinue service as provided in subsection B of this Section. Devices shall be tested immediately after installation and after they are moved. Reports on the tests shall be prepared by the Superintendent and copies of the report shall be provided to the water user.
- 2. Backflow prevention devices installed before the effective date of this Article, which were approved at the time they were installed, but are not on the current list of approved devices maintained by the Oregon Health Division, shall be permitted to remain in service provided they are properly maintained, are commensurate with the degree of hazard, are tested at least annually, and perform satisfactorily. When devices of this type are moved, or require more than minimum maintenance, they shall be replaced by devices which are on the Oregon Health Division list of approved devices. (Ord. 517, 10-21-1985; amd. 1993 Code)

## 7-4A-10: WATER RATES AND CHARGES: 🗨 🖃



- A. Set By Resolution; Services Listed: Water rates, charges, deposits and water services shall be set by resolution of the City Council and be reviewed at least once annually1.
- B. Adjustment Of Rates: Water rates shall not be decreased during any period that bonds issued pursuant to Charter amendments enacted by the people of the City at a special election dated

February 24, 1976, and issued December 1, 1978, to Farmers Home Administration are outstanding.

- C. Existing Contracts: Water rates adopted by resolution of the City Council shall not modify any existing contract the City has with any person for water rates.
- D. Damages To City Property: Wherever this Article provides for liability for any damage or repairs to City property by any water user, the amount of damages or repairs may be added to the water user's bill and collected in the same manner as water rates and charges. (Ord. 517, 10-21-1985; amd. 1993 Code)

## 7-4A-11: COLLECTION OF WATER RATES AND CHARGES: 🛍 🖃



A. Application Fee: Water And Sewer Deposit: Any person for whom an account is opened shall pay a nonrefundable application processing fee to cover administrative costs of opening an account. Each application for use of sewer service, water, or both, shall be accompanied by a refundable deposit which will be held by the City and applied against any unpaid service charges for garbage, sewer or water charges due from the applicant. The application fee and deposits shall be collected from all applicants within three (3) days after requesting service from the City. The three (3) day period for payment of the application fee and deposits may be extended at the request of the applicant because of extenuating circumstances, which will be reviewed by the City Administrator. When an account is closed, the amount of any sewer and water deposits plus interest shall be returned to the applicant, less any amounts due for garbage, sewer or water service. If an applicant has paid the monthly statements for garbage, sewer and water service in a timely manner for thirty six (36) consecutive months without delinquency charge, the deposit plus interest will be credited against the applicant's current bill. (Ord. 559, 8-8-1989)

#### B. Billing Procedures:

- 1. Water And Sewer Bills Combined: All bills for water shall be prepared each month at the same time bills for sewage services are prepared and shall be collected as a combined bill for water and sewage service. (Ord. 515, 10-21-1985)
- 2. Billing To The Premises: All water service charges shall be mailed to the premises where water service is furnished unless the water user requests, in writing, that the bill be submitted to another address. (Ord. 582, 7-1-1991)
- 3. Due Date:
- a. All water bills for each month shall be due and payable on the twentieth day of each month.
- b. If the last day for making payment falls due on a day when City Hall is closed before the end of or for all of the normal workday or on any legal holiday. Saturday or Sunday, the payment may be made until the close of business hours on the next day that City Hall is open for business.
- 4. Place Of Payment: All water bills shall be paid at City Hall.
  - C. Appeals: Any person wishing to challenge a water billing may appeal to the City Administrator before the water service is suspended. Service will not be suspended during the pendency of an appeal if the water user pays the amount of any water billing not in dispute and the delinquent fee, if the amount not in dispute is twenty (20) days past due. (Ord. 517, 10-21-1985)

- D. Delinquencies:
- 1. Fee: All bills unpaid after the twentieth day of each month shall be considered delinquent and a delinquency fee shall be assessed.
- 2. Notice Of Delinquency; Suspension Of Water Service: After the twentieth day of each month, notification shall be given as provided in subsection B2 of this Section, that the water bill and delinquency fee must be paid within five (5) days or water service to the property will be suspended. If the water user is not the owner of the real property receiving water service, a copy of the delinquency notice shall also be sent by first class mail to the owner or owner's agent that is on file with the City when the delinquency notice is sent to the water user. In the case of residential housing where water service charges are sent to the landlord instead of the tenant and the five (5) day delinquency period has expired without payment, notice that water service will be shut off within one business day shall be attached to the door of each tenant. If the water service is turned off, the water bill, delinquency fee, and the expense of reconnecting the service shall be paid in full before water service is restored. (Ord. 669, 4-7-1998)
- 3. Duty To Disconnect Water Service: It shall be the duty of the Finance Officer to notify the Superintendent of any water user whose bill is outstanding after the deadline in subsection D2 of this Section, and the Superintendent shall proceed immediately to disconnect the water service, unless the City Administrator has postponed the suspension of water services.
- 4. Water Charged To Other Premises Of User: All charges for furnishing water within the City and also to premises outside the City, shall be chargeable to the water user of said water at the premises or any former premises where water service was supplied. Where the water user has a delinquent bill for one premises, that delinquency shall be charged against the water user for water obtained at any other premises or source served by the City.
  - E. Low Income Rate: For relief of those residents who are experiencing a financial hardship, an application for the low income rate may be made to the City. The City Administrator and Water/Sewer Committee will evaluate requests and make recommendations to the city council.
  - F. Leaky Plumbing: No water charges will be adjusted for any water registered by meter that may leak or waste through the plumbing or fixtures of the water user.
  - G. Outside City Water Rates: The City may furnish water to places outside the City limits if it does not affect the City's supply, and the city council may set the rates therefor by resolution.
  - H. Exemption: A turn-off and turn-on fee will not be charged the water user if one of the purposes for turning off the water was installation of a shut-off valve between the water meter and the premises. This is a one-time exemption that runs with the property and shall only be allowed once.
  - I. Delay Of Termination Of Water Service: Any person faced with immediate discontinuance of water service, who is unable to pay by reason of an emergency situation in which:
- 1. The discontinuance would cause severe hardship to persons other than the individual unable to pay;
- 2. The emergency is a situation that will be resolved in a period of less than thirty (30) days from the delinquency billing date; and
- 3. The emergency is one which will be unlikely to recur;
  - may request the City Administrator to postpone the cut-off date. The City Administrator may postpone the discontinuance of services for a period not to exceed thirty (30) days from the

delinquency billing date. Any person for whom termination of service has been delayed shall be required to pay the applicable fees in subsection D1 and D2 of this Section. (Ord. 517, 10-21-1985)

#### J. Deposits:

- 1. Interest: The Director is authorized to invest deposits held by the City in interest-bearing accounts. The City shall pay interest at the lowest rate earned on the City's investments during the calendar year, less one percent (1%) for administrative expenses, to the applicant making the deposit. The interest will be credited to the customer's account on January 1 succeeding each deposit and on January 1 thereafter. Interest on sewer and water deposits shall begin on January 1, 1989, or the date of the deposit, whichever is later. (Ord. 611, 11-2-1993, eff. 1-1-1994)
- 2. Unclaimed Deposits: Deposits received as security for the payment of water and sewer which remain unclaimed for a period of two (2) years after an account is closed may be transferred to the Water Fund Account. (Ord. 517, 10-21-1985)
  - K. Lien For Unpaid Water Bill: When any bill remains unpaid after it becomes delinquent, the amount due (including interest and penalty) shall be recorded in the lien docket of the City and shall constitute a lien on the real property to which water service was provided. At any time after sixty (60) days from the time the lien is entered in the city's lien docket, in addition to any method provided by ordinance or charter, the lien may be foreclosed in the manner provided in Oregon Revised Statutes
  - L. Transfer Of A Claim: A tenant's bill may be transferred to the property owner, or to a subsequent tenant, if a delinquency notice was provided by first class mail to the tenant and to the property owner or the owner's agent within thirty (30) days from the date the bill was due<sup>2</sup>. (Ord. 669, 4-7-1998)

## 7-4A-12: DISCONTINUANCE OF SERVICE BY WATER USER: 🗨 🖃



- A. Request For Discontinuance: Any water user desiring to discontinue the water service may make application therefor at city hall not less than two (2) days before the date on which the service is desired to be discontinued. Upon payment of the turn off fee and the sewer and water bill to date. water service will cease after the effective date of discontinuance for the period during which the service is to be shut off. Water services shall not be returned to the premises until the turn on fee is paid.
- B. Liability For Repairs: Any repairs or adjustments made necessary to the water meter for lack of use by water service being discontinued shall be charged and collected from the water user and may be added to the water bill and collected in the same manner as water rates and charges. (Ord. 582, 7-1-1991)

## 7-4A-13: RESPONSIBILITY FOR SERVICE: 🛍 🖃

A. Nonliability: The city shall not be liable for high or low pressure connections, chemical, bacteriological or physical conditions, interruptions, or shortage or insufficiency of supply or any loss or damage occasioned thereby. The use of water upon the premises of the water user shall be at the risk of the water user and the responsibility of the city shall cease at the point of delivery of water. The point of delivery shall be at the water user's side of the water meter, or in case of privately owned water lines, the point of delivery shall be at the end of the city's service line. (Ord. 517, 10-21-1985)

#### B. Water Curtailment:

- 1. Waste Prohibited: It is unlawful to allow waste of city water by knowingly or negligently causing, authorizing or permitting such water to escape from its intended beneficial use into any river, creek, natural watercourse, depression, lake, reservoir, storm sewer, street, highway, road or ditch. For the purpose of this subsection. "waste" means the use of water in excess of the reasonable volume necessary to meet the beneficial use; and "beneficial use" means the reasonable efficient use of water
- 2. Authority: When the public works superintendent determines that a critical water supply shortage threatens the ability of the city to deliver essential water to its customers, the administrator may activate emergency measures in compliance with the water curtailment plan, adopted by the city on March 1, 2005, and on file with the city recorder.
- 3. Restrictions Authorized: Upon declaration of a stage three critical water supply shortage by the public works superintendent:
- a. No watering or irrigating of lawns, grass or turf shall occur unless it is:
- (1) New lawn, grass or turf that has been seeded or sodded after March 1 of the calendar year in which the restrictions are imposed, and in such cases it may be watered as necessary until established;
- (2) Athletic fields frequently used for organized play;
- (3) Golf course tees and greens; and
- (4) Park and recreation areas of a particular significance and value to the community as approved by the city manager.
- b. No use of city supplied water shall be allowed to clean, fill or maintain levels in decorative fountains.
- c. No use of city supplied water shall be allowed to fill swimming pools or other pools with a capacity in excess of one hundred (100) gallons; provided, however, that water may be added to swimming pools to replace volume lost due to evaporation and normal loss due to usage.
- d. No use of city supplied water shall be allowed to wash sidewalks, walkways, streets, driveways, parking lots or other hard surfaced areas except where necessary for public health or safety.
- e. No use of city supplied water shall be allowed to wash vehicles.
- 4. Withholding Service: In the event that a citation is issued during the period of activated emergency measures for a violation of subsection B1 or B3 of this section, and the public works superintendent determines that a second violation has occurred after the date of the citation and during the same emergency curtailment period, the public works superintendent may:
- a. Install a flow restrictor on the street side of the water meter: or
- b. Terminate water service. (Ord. 736, 4-5-2005)
  - C. Interruptions In Service: Water may at any time be shut off from the mains for repairs or other necessary purposes. When this is done, the superintendent will try to give timely notice to water users affected thereby and will, so far as practicable, attempt to prevent inconvenience and damage arising from the shutting off of water. But, failure to give notice shall not render the city responsible or liable for damages or any inconvenience, injury or loss which may result therefrom. (Ord. 517, 10-21-1985)

# 7-4A-14: RESPONSIBILITY FOR WATER USER EQUIPMENT: 🗣 🖃



The water user shall, at his or her own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the city shall not be responsible for any loss or damage caused by improper installation of such equipment, or the negligence, want of proper care or wrongful act of the customer or any of his

tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, using, operating or interfering with such equipment. Further, the city shall not be liable for damage to property caused by spigots, faucets, valves, hot water heaters or other equipment that are open when water is turned on or off at the meter or curb stop, either when the water is turned on originally or when turned on after a temporary shutdown. (Ord. 517, 10-21-1985)

## 7-4A-15: UNLAWFUL ACTS: 🍨 🖃

- A. Prohibitions: It shall be unlawful for any person not authorized by the city to do, commit or assist in committing any of the following things or acts:
- 1. To open or close any fire hydrant, valve or other apparatus connected with the waterworks system of the city or lift or remove the cover of any gate, meter, valve, shutoff or other apparatus thereof.
- 2. To interfere with, destroy, deface, impair, injure or force open any gate, or door, or in any way whatsoever destroy, injure or deface any part of any pump house, reservoir, standpipe, tank, building or buildings, or appurtenances, fences, trees, shrubs, or fixtures or property appertaining to the waterworks system.
- 3. To go in, upon, descend or ascend the stairway or steps of any water storage tank, reservoir, or standpipe of the waterworks system.
- 4. To place any telephone, electric light pole or any obstruction directly opposite a fire hydrant portal within five feet (5'), otherwise the minimum distance is three feet (3').
- 5. To resort to any fraudulent device or arrangement for the purpose of procuring water for himself or others from private connections on premises contrary to the city regulations or ordinances.
- 6. To interfere with or injure any reservoir, tank, fountain, hydrant, pipe, cock, valve, or other apparatus pertaining to the waterworks system, or to turn on or off the water in any street hydrant or other public water fixture or to hitch or tie any animal thereto.
- 7. To make or permit to be made any connection with the main or service pipe of the waterworks system, or to turn on or use the water of said system without first obtaining a permit therefor.
- 8. To cover over or conceal from view any water valve box, service or meter box.
- 9. To remove any water meter that has been placed by the city, or to in any manner change, interfere with or tamper with any water meter.
- 10. To turn on the water supply to any building or to any supply pipe where the supply has been turned off by the city.
- 11. To install, maintain or use any water siphon or injector type pump operation for drainage purposes which uses the water supply from the city's distribution system.
  - B. Water User Prohibitions: It shall be unlawful for any water user to do, commit or assist in committing any of the following:
- 1. To allow any obstruction or debris to accumulate on or near any water meter box.
- 2. To allow any debris to accumulate in any water meter box more than six inches (6") below the water meter, except during the months of November, December, January and February.
- 3. To pay any water bill upon which payment, or upon the envelope or outside cover of which, are any delineations, epithets, terms, or language of an indecent, lewd, lascivious or obscene character are printed or written or otherwise impressed or apparent.
- 4. To receive or use water through the water user's service line after water service has been turned off by the superintendent and before water service is restored by the superintendent. (Ord. 517, 10-21-1985; amd. 1993 Code)

5. To receive or use water from the city water system while there is a violation of subsection 7-2B-2C, 7-2B-5A or B; section 7-2B-3, 7-2B-6 or 7-2B-8 of this title; title 8, chapter 1 or title 10 of this code occurring on or in connection with the real property, development or building owned, rented or occupied by the water user. (Ord. 678, 10-6-1998)

### 7-4A-16: INSPECTIONS: 🗣 🖃

- A. Reasonable Access: The superintendent or authorized agent shall have free access at all reasonable hours to inspect any premises supplied with water. No person shall refuse access to any premises for such purposes.
- B. Admission Refused: If admission is refused or delayed, or if inspection is in any way hindered, in the opinion of the superintendent, water may be turned off to the premises after giving twenty four (24) hours' oral notice to any occupant of the premises fourteen (14) years of age or older, or three (3) days' written notice by mail to the water user. (Ord. 517, 10-21-1985)

## 7-4A-17: PENALTIES: 🗪 🖃

Any person violating subsections 7-4A-4A, 7-4A-5B, 7-4A-14A and B of this article shall, upon conviction, be punished by the imposition of a class A civil fine<sup>3</sup>. (Ord. 517, 10-21-1985; amd. 1993 Code)

# 7-4A-18: ADDITIONAL REMEDIES: 🗨 🖃

- A. Money Judgment: In addition to the penalties provided in section 7-4A-16 of this article, the city may sue in a court of competent jurisdiction to obtain a judgment for any fee due under this article and enforce collection of the judgment as allowed by law.
- B. Injunction: The city may seek an injunction to prohibit a person engaged in any activity regulated by this article without first complying with it.
- C. Attorney Fees And Costs: In any civil action authorized by this section, if the city prevails, it shall be entitled to recover its reasonable attorney fees to be set by the court in addition to its costs and disbursements. These fees are recoverable at all levels of trial and appeal. (Ord. 517, 10-21-1985)
- D. Suspension Of Water Service: In addition to the penalties provided in section 7-4A-16 of this article, the municipal judge may suspend water service to any real property or building owned, rented, or occupied by a person punished under section 7-4A-16 of this article until the penalty is paid or until the violation is corrected or both. If the court orders water service suspended until the violation is corrected, the suspension of water service will continue notwithstanding a change of ownership, renters, or occupiers of the real property or building unless the new owner, renter, or occupier obtains a temporary permit from the city administrator under section 8-1-7 of this code. (Ord. 678, 10-6-1998)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: See Section 1-12-4 of this Code.

Footnote 2: ORS 91.255.

Footnote 3: See title 1, chapter 4 of this code.

### Ord No. 841 Exhibit B

### **Chapter 4** WATER AND SEWER REGULATIONS

## ARTICLE B. SEWER USE AND SERVICE TE

7-4B-1: DEFINITIONS:

7-4B-2: STATE LAWS ADOPTED:

7-4B-3: ADMINISTRATION:

7-4B-4: SERVICE CONNECTIONS:

7-4B-5: APPLICATION FOR SERVICE:

7-4B-6: EXTENSIONS OF SEWER MAINS:

7-4B-7: SERVICE INSTALLATION:

7-4B-8: PRETREATMENT:

7-4B-9: SEWER RATES AND CHARGES:

7-4B-10: COLLECTION OF SEWER RATES AND CHARGES:

7-4B-11: DISCONTINUANCE OF SERVICE BY SEWERAGE USER:

7-4B-12: UNLAWFUL ACTS:

7-4B-13: INDUSTRIAL COST RECOVERY:

7-4B-14: INSPECTION. SAMPLES AND TESTS:

7-4B-15: PENALTIES:

7-4B-16: ADDITIONAL REMEDIES:

7-4B-1: DEFINITIONS: © 🖃



For purposes of this Article, the following mean:

AGENT: Includes a tenant or other person on the premises of another.

APPLICANT: The person making application for a permit for a sewer connection, who shall be the owner of the premises to be served by the sewer for which a permit is requested, or his authorized agent appointed in writing to do so.

APPROVAL or APPROVED: Approved in writing.

"BOD" (denoting biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Celsius, expressed in milligrams per liter.

BUILDING: Any structure used for human habitation, employment, place of business, recreation, or any other purpose, containing sanitary facilities.

BUILDING DRAIN: Part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewers, beginning five feet (5') (1.5 meters) outside the inner face of the building walls.

BUILDING SEWER: The extension from the building drain to the public sewer or other place of disposal.

CITY: The City of Umatilla, Oregon.

GARBAGE: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

ORGANIZATION: Includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity, including any receiver, special master, trustee, assignee, or other similar representative thereof.

OWNER: Includes a mortgagee in possession and means one or more persons, jointly or severally, in whom is vested:

- A. All or part of the legal title to the property; or
- B. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

pH: The logarithm of the reciprocal of the weight of the hydrogen ions in grams per liter of solution.

p.p.m.: Parts per million.

PERSON: Includes an individual or organization, except the City.

PROPERLY SHREDDED GARBAGE: The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2") (1.27 cm) in any dimension.

SEWAGE: A combination of water-carried waste from residences, hotels, motels, rooming houses, business buildings, institutions and industrial establishments together with such ground surface and storm waters which may be present.

SEWER: A pipe or conduit carrying sewage.

SEWER USER OR SEWERAGE USER: Includes any person who has made application with the City for sewerage service or, if no application has been made, any person whose premises receive City sewerage service. In cases of multiple sewerage users who receive City water through a single water meter, the owner of the premises is the sewerage user and shall be the person to make application for sewerage service.

SEWERAGE SYSTEM: All facilities for collecting, pumping, treating and disposing of sewage.

SUPERVISOR: Public Works Superintendent, and authorized City staff members.

SUSPENDED SOLIDS: Solids that either float on the surface or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

TENANT: Includes an organization or adult person or adult persons entitled under an oral or written rental agreement, including a leasehold interest, to occupy real property or a building, including a dwelling unit, to the exclusion of others.

UNIT: Ten thousand (10,000) gallons of water as determined by water meter readings. (Ord. 534, 12-1-1986; amd. Ord. 583, 7-1-1991; Ord. 670, 4-7-1998)

## 7-4B-2: STATE LAWS ADOPTED: © 🖃

There is adopted and incorporated by reference Oregon Revised Statutes 447.010 through 447.160, the State Plumbing Code, and the applicable administrative rules of the State Board of Health promulgated pursuant thereto, unless otherwise provided for by ordinances of the City. (Ord. 534, 12-1-1986)

## 7-4B-3: ADMINISTRATION: <sup>♠</sup> 🖃

- A. Public Works Superintendent: The Superintendent shall have charge of the maintenance, testing, inspection and operation of the sewer system, under the supervision and direction of the City Administrator. The Superintendent shall oversee all extensions and alterations of the sewer system which are authorized by the City Council. The Superintendent shall also be responsible for the inspection of all sewer connections and shall report to the City Finance Officer on all money due the City for all charges made for such connections.
- B. City Finance Officer: The Finance Officer shall be responsible for the collection of sewer bills, deposits and fees. All revenues therefrom shall be accounted for in the manner required by ordinance and shall be deposited regularly in a separate fund designated Special Sewer Fund, which fund shall be separate from all other funds and deposits of the City. (Ord. 534, 12-1-1986)

# 7-4B-4: SERVICE CONNECTIONS: <sup>€</sup> □

- A. Permissive Connections: Wherever there is now, or may hereafter be, constructed in this city a public sewer for the purposes of carrying off sewage within the city, the owner or owners of the property abutting on any street or alley in which a sewer is constructed and, in the opinion of the superintendent, is accessible thereto, may connect the houses or buildings on the property to the sewer at the expense of the owner(s). (Ord. 583, 7-1-1991)
- B. Inspection Fee: An inspection fee will be charged for each connection which is inspected. These will be paid at the time permits are acquired. (Ord. 534, 12-1-1986)

## 7-4B-5: APPLICATION FOR SERVICE: © 🖃

- A. Sewer Connection Permit: If application is approved and the fees paid as provided, the city shall issue a sewer connection permit specifying the location where the connection is to be made. (Ord. 534, 12-1-1986)
- B. Connection To Sewer: Before connecting to any sewer or altering a service connection, application for permission must be made in writing by the owner of the premises to be served, or the owner's authorized representative, to the city. The application shall be in such form as shall be from time to time prescribed by the city. By submitting an application, the owner agrees to be bound by terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the city in implementation of this article. (Ord. 583, 7-1-1991)
- C. Opening Sewerage Service Account: Applications for sewerage service shall be made at city hall by or on behalf of the person requesting sewerage service. A tenant applying for sewer service may be required by the city to provide proof of his or her tenancy. The city shall refuse to provide water and sewer service to real property when any tenant applying for sewer service has a

previous unpaid bill for water or sewer service with the city unless the city and the tenant agree to a written plan for repayment of unpaid water or sewer bills. Persons receiving sewerage service are deemed bound by the terms of this article and amendments and all reasonable rules and regulations as shall be promulgated by the city in implementation of this article.

- D. Implied Consent; Discontinue Service Without Notice: Any sewerage user shall be deemed to have consented and agreed to the terms and provisions of this article and to have acknowledged the right of the city to discontinue water and sewer service without notice in the event of failure to make timely payments of all rates and charges and to otherwise comply with the provisions of this article or regulations to implement this article. (Ord. 670, 4-7-1998)
- E. Annexation: Prior to being connected to city sewer service each parcel to receive service shall annex into the city. If a parcel is outside city limits and not contiguous to city limits, the owner shall sign an unlimited agreement to annex when the subject property becomes contiguous to city limits. (Ord. 765, 7-5-2011)

# 7-4B-6: EXTENSIONS OF SEWER MAINS: 🔍 🖃



- A. Extension: Extension to the sewer mains of the sewerage system may be made by any one of the following methods, in addition to the procedures provided in this Article or other ordinances of the City, as specified by an engineer of the City's choice.
- 1. By the person requesting the sewer main extension paying the entire cost. The sewer main extension shall be conveyed or transferred to the City with the necessary easements, and shall meet the following requirements:
- a. Specified by the City Engineer, the size, grade, and location of such main shall provide for anticipated future development of the property in the adjacent area, and for the connections which such development may generate.
- b. Where the main passes through private property, a twenty foot (20') easement and right of way shall be granted to the City for the maintenance, operation, and repairing of such main and for all sewer line purposed, necessary or reasonably incident to the uses and purposes thereof, including any connections to the sewerage system of the City, but not limited thereto.
- c. A special connection charge (in addition to the service connection fee) may be charged to those connecting to the sewer main extension who did not share in the cost of its installation in order to reimburse the person or persons who paid for its installation. The special connection charge shall be calculated as follows:
  - (a) The proportionate share of the total cost of the sewer main extension which reflects the benefits to each property which may be connected to the sewer main, based on the square footage of each benefitted property;
  - (b) The total actual cost of the sewer main extension, increased by nine percent annual simple interest, or such other percentage that the City Council may, from time to time, set by resolution, multiplied by a percentage of front footage owned by the benefiting property owner of the total front footage of the water main extension or line; or
  - (c) such other methodology as may be set forth by written agreement between the City and the person initially paying the entire cost of the sewer main extension and which agreement is approved by the City Council.

Future interest rate changes shall not apply to previously executed reimbursement agreements entered into between the City and the person initially paying the entire cost of the sewer main extension.

- 2. By petitioning the city council to extend the sewer main in a manner to be financed as described hereafter. When considering such extension to the City sewer system, the city council shall have before it a report from the City Engineer of:
- a. The total cost of installing the sewer main of a design and capacity sufficient to serve the needs of the anticipated future development of the property and adjacent area and for the connections which such development may generate.
- b. The proportionate share of such total cost which shall reflect the benefits to each property which may be connected to the sewer main, such proportionate costs to be determined in the same manner as for a local improvement, as provided by the local improvement ordinance.

## 7-4B-7: SERVICE INSTALLATION: © 🖃

- A. Expense: All cost and expenses incident to the installation, connection, inspection, maintenance and repair of the building sewer line shall be the responsibility of the owner, the user or both. The owner or user shall reimburse the city for any work performed by the city or its contractor on a building sewer line as a result of an owner's or user's failure to properly install, connect, inspect, maintain or repair the building sewer line. In the event of loss or damage to the city's property, arising from neglect, carelessness or misuse by the owner or user of a building sewer line, the cost of necessary repairs or replacements shall be paid by the owner or user.
- B. Responsibility For The Building Sewer Line: The owner or user, or both, at their sole risk and expense, shall furnish, install, inspect and keep in good and safe condition the building sewer line from the point of its connection with the public sewer line. The owner or user or both shall hold the city harmless from and indemnify it for any and all liabilities, actions or claims for injury, loss or damage to persons or property arising from or related to the building sewer line. (Ord. 577, 8-6-1990)
- C. Separate Connections: A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear of the building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- D. Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and tests by the superintendent, to meet all requirements of this article.
- E. Installation Requirements: The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placing the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City or of the State.
- F. Elevation: Wherever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building sewer.
- G. Connection To Public Sewer: The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Codes or other applicable rules and

regulations of the City or of the State. All such connections shall be made gas-tight and watertight.

- H. Inspection Of Connection: The City shall be given reasonable notice to allow inspection of a sewer connection before completion, and while the connections are still uncovered. The manner of connection shall be subject to the approval of the Superintendent or other City official designated to inspect the work.
- I. Safety: All excavation for building sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner and to a condition satisfactory to the City.
- J. Manholes: When required, in the opinion of the Superintendent, the owner shall install, at the owner's expense, a suitable control manhole in the appropriate location, complete with observation, sampling and measurement devices. The manhole shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. (Ord. 534, 12-1-1986)

## 7-4B-8: PRETREATMENT: 🚭 🖃

- A. Settling: All waste containing soil, dirt and/or sand shall be settled a minimum of two (2) hours in an acceptable basin before discharge into a sewer.
- B. Required Pretreatment: When required, in the opinion of the Superintendent, to modify or eliminate wastes that are harmful to the structures, processes or operation of the sewage treatment works, the user shall provide such preliminary treatment or processing facilities as may be determined necessary to render his waste acceptable for admission to public sewers.
- C. Pretreatment Facilities: Any facilities required to pretreat waste water to a level acceptable to the City shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the City before construction of the facility. (Ord. 534, 12-1-1986)

## 7-4B-9: SEWER RATES AND CHARGES: © 🖃

- A. Set By Resolution; Services Listed: Sewer rates, charges, deposits, fees and sewer services shall be set by resolution of the City Council and be reviewed at least once annually.
- B. Adjustment Of Rates: Sewer rates shall not be decreased during any period that sewer bonds issued are outstanding.
- C. Existing Contracts: Sewer rates adopted by resolution of the City Council shall not modify any existing written long term contract the City has with any person(s) for sewer rates.
- D. Damages To City Property: Wherever this Article provides for liability for any damage or repairs to City property by any sewer user, the amount of damages or repairs may be added to the sewer user's bill and collected in the same manner as sewer rates and charges. (Ord. 534, 12-1-1986)

## 7-4B-10: COLLECTION OF SEWER RATES AND CHARGES: © 🖃



A. Application Fee; Water And Sewer Deposit: Any person for whom an account is opened shall pay a nonrefundable application processing fee to cover administrative costs of opening an account. Each application for use of sewer service, water or both, shall be accompanied by a refundable deposit which will be held by the City and applied against any unpaid service charges for garbage, sewer or water charges due from the applicant. The application fee and deposits shall be collected from all applicants within three (3) days after requesting service from the City. The three (3) day period for payment of the application fee and deposits may be extended by a request of the applicant because of extenuating circumstances, which will be reviewed by the City Administrator. When an account is closed, the amount of any sewer and water deposits plus interest shall be returned to the applicant, less any amounts due for garbage, sewer or water service. If an applicant has paid the monthly statements for garbage, sewer and water service in a timely manner for thirty six (36) consecutive months without delinquency charge, the deposit plus interest will be credited against the applicant's current bill. (Ord. 560)

#### B. Billing Procedures:

- 1. Water And Sewer Bills Combined: All bills for water shall be prepared each month at the same time bills for sewage services are prepared and shall be collected as a combined bill for water and sewage service. (Ord. 534, 12-1-1986)
- 2. Billing To The Premises: All sewerage service charges shall be mailed to the premises where sewerage service is furnished unless the sewerage user requests, in writing, that the bill be submitted to another address. (Ord. 583, 7-1-1991)
- 3 Due Date:
- a. All sewer bills for each month shall be due and payable on the twentieth day of each month.
- b. If the last day for making payment falls on a day when City Hall is closed before the end of, or for all of, the normal workday or on any legal holiday. Saturday or Sunday, the payment may be made until the close of business hours on the next day that City Hall is open for business. (Ord. 560)
- 4. Place Of Payment: All water and sewer bills shall be paid at City Hall. (Ord. 670, 4-7-1998)
  - C. Appeals: Any person wishing to challenge a sewer billing may appeal to the City Administrator before the water service is suspended. Service will not be suspended during the pendency of an appeal if the sewer user pays the amount of any sewer billing not in dispute and the delinquency fee, if the amount not in dispute is twenty (20) days past due.

#### D. Delinquencies:

- 1. Fee: All bills unpaid after the twentieth day of each month shall be considered delinguent and a delinquency fee shall be assessed. (Ord. 560)
- 2. Notice Of Delinquency; Suspension Of Water Service: After the twentieth day of each month, notification shall be given as provided in subsection B2 of this Section, that the sewer bill and delinquency fee must be paid within five (5) days or water service to the property will be suspended. If the sewer user is not the owner of the real property receiving sewer service, a copy of the delinquency notice shall also be sent by first class mail to the owner or owner's agent that is on file with the City when the delinquency notice is sent to the sewer user. If the water service is turned off, the sewer bill, delinquency fee, and the expense of reconnecting the service, shall be paid in full before the water service is restored. (Ord. 670, 4-7-1998)
- 3. Duty To Disconnect Water Services: It shall be the duty of the Finance Officer to notify the Superintendent of any sewer user whose bill is outstanding after the deadline in subsection D2 of

- this Section, and the Superintendent shall proceed immediately to disconnect the water service, unless the City Administrator has postponed the suspension of water services.
- 4. Sewer Services Charged To Other Premises Of User: All charges for furnishing sewer services within the City and also to premises outside the City, shall be chargeable to the sewer user of said sewer services at the premises or any former premises where sewer service was supplied. Where the sewer user has a delinquent bill for one premises, that delinquency shall be charged against the sewer user for sewer services obtained at any other premises or source served by the City. (Ord. 560)
- 5. Recovering Delinquent Charges Where Sewerage User Does Not Receive City Water: Under Oregon Revised Statutes 454.225, if a sewer charge is delinquent and the user is not receiving water services from the City, the Finance Director may certify and present the charges to the Umatilla County Tax Assessor after July 15 and on or before the following July 15 and be by the assessor assessed against the premises serviced on the next assessment and tax roll prepared after July 15. Once the service charges are certified and presented to the assessor, the payment for the service charges will be made to the tax collector pursuant to Oregon Revised Statutes 311.370. (Ord. 645, 7-2-1996)
  - E. Low Income Rate: For relief of those residents who are experiencing a financial hardship, an application for the low income rate may be made to the City. The City Administrator and Water/Sewer Committee will evaluate requests and make recommendations to the City Council.
  - F. Outside City Sewer Rates: The City may furnish sewer service to places outside the City limits and the City Council may set the rates therefor by resolution.
  - G. Delay Of Termination Of Sewer Service: Any person faced with immediate discontinuance of water service, who is unable to pay by reason of an emergency situation in which:
- 1. The discontinuance would cause severe hardship to persons other than the individual unable to pay;
- 2. The emergency is a situation that will be resolved in a period of less than thirty (30) days from the delinquency billing date; and
- 3. The emergency is one which will be unlikely to recur;
  - may request the City Administrator to postpone the cut-off date. The City Administrator may postpone the discontinuance of services for a period not to exceed thirty (30) days from the delinquency billing date. Any person for whom termination of service has been delayed shall be required to pay the applicable fees in subsection D1 and D2 of this Section.
  - H. Indecent Matters: The City may reject payment for any sewer bill upon which or upon the envelope or outside cover of which are any delineations, epithets, terms or language of an indecent, lewd, lascivious or obscene character are printed or written to otherwise impressed or apparent. (Ord. 560)

#### I. Deposits:

1. Interest: The Director is authorized to invest deposits held by the City in interest-bearing accounts. The City shall pay interest at the lowest rate earned on the City's investments during the calendar year, less one percent (1%) for administrative expenses, to the applicant making the deposit. The interest will be credited to the customer's account on January 1 succeeding each deposit and on January 1 thereafter. Interest on sewer and water deposits shall begin on January 1, 1989, or the date of the deposit, whichever is later. (Ord. 611, 11-2-1993, eff. 1-1-1994)

- 2. Unclaimed Deposits: Deposits received as security for the payment of water and sewer which remain unclaimed for a period of one year after an account is closed shall be transferred to the Special Sewer Fund account unless subject to the Uniform Disposition of Unclaimed Property Act, Oregon Revised Statutes 98.302 et seq. (Or Laws 1957, c. 670). (Ord. 534, 12-1-1986)
  - J. Transfer Of A Claim: A tenant's bill may be transferred to the property owner or to a subsequent tenant if a delinquency notice was provided by first class mail to the tenant and to the property owner or the owner's agent within thirty (30) days from the date the bill was due<sup>2</sup>.
  - K. Lien For Unpaid Sewer Bill: When any bill remains unpaid after it becomes delinquent, the amount due (including interest and penalty) shall be recorded in the lien docket of the City and shall constitute a lien on the real property to which sewer service was provided. At any time after sixty (60) days from the time the lien is entered in the City's lien docket, in addition to any method provided by ordinance or charter, the lien may be foreclosed in the manner provided in Oregon Revised Statutes. (Ord. 670, 4-7-1998)

# 7-4B-11: DISCONTINUANCE OF SERVICE BY SEWERAGE USER: © 🖃

Any sewerage user desiring to discontinue sewerage service and who is also receiving water service may make application therefor at City Hall not less than two (2) days before the date on which the service is desired to be discontinued. Upon payment of the water turn-off fee and the sewer and water bill to date, sewerage service will cease after the effective date of discontinuance for the period during which the service is shut off. Sewerage services shall not be returned to the premises until the turn-on fee for water service is paid. (Ord. 583, 7-1-1991)

## 7-4B-12: UNLAWFUL ACTS: 🚭 🖃

- A. Prohibited Discharges: No person shall discharge or cause to be discharged any of the following waters or waste into any public sewer:
- 1. Petroleum, coal tar, vegetable or mineral oils, and products and their derivatives and wastes.
- 2. Any water and waste which may contain more than one hundred (100) milligrams per liter of fat, oil or grease.
- 3. Antimony, arsenic, barium, beryllium, bismuth, boron, cadmium, chromium (hexa), chromium (tri), cobalt, copper, iron, lead, manganese, mercury, molybdenum, nickel, rhenium, selenium, silver, strontium, tellurium, uranyl, tin and zinc.
- 4. Explosive or inflammable liquids and gases.
- 5. Any garbage that has not been properly shredded.
- 6. Any waters or wastes having a pH lower than five and five-tenths (5.5) or higher than nine (9.0) or having other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage works, or any explosive, acid or alkalies or corrosive liquids, gases or substances of sufficient strength to damage sewer, manholes, pumping stations or treatment plant units.
- 7. Paints or waste products from paint manufacturers.
- 8. Substances which will form deposits or obstructions in sewers or which, when mixed with sewage, will precipitate material and thus form deposits in sewers.
- 9. Ashes, cinders, sand, earth, mud, straw, shavings, feathers, glass, rags, tar, plastics, hair, coal, rubbish or metals of any kind, whole blood, entrails, paper dishes and cups and milk containers.
- 10. Any liquid or vapor having a temperature above one hundred forty degrees Fahrenheit (140°F).

- 11. Ground or unground fruit peelings and cores from canneries or packing plants.
- 12. Cull fruits and vegetables.
- 13. Fruit and vegetable pits and seeds such as those from peaches, apricots, cherries, prunes, pumpkins and squash.
- 14. Paunch, stable and barn manure.
- 15. Cull walnuts and filberts.
- 16. Offal from slaughterhouses.
- 17. Dead animals.
- 18. Sulphite or sulphate liquor and "white" water from pulp and paper mills.
- 19. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in receiving waters of the sewage treatment plant.
- 20. Any waters or waste containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- 21. Any noxious or malodorous gas or substance capable of creating a public nuisance.
  - B. Temporary Or Permanent Drainage: Neither temporary nor permanent drainage of storm water or other runoffs into the sanitary sewer system shall be permitted. Drainage from roofs, storm sewer or storm drains shall not be permitted into the sanitary sewer system and no such connection shall be permitted.
  - C. Harmful Contributions: No person shall discharge or cause to be discharged, any substances, materials, waters or wastes, if it appears likely to the authorized local and/or State and/or Federal agencies, that such waste can harm either sewer, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance, or will violate standards established by the authorized local, State and/or Federal agencies.
  - D. Protection From Damage: No person shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the Municipal sewer system. (Ord. 534, 12-1-1986; amd. 1993 Code)

## 7-4B-13: INDUSTRIAL COST RECOVERY: © 🖃

At such time as "industrial waste" as defined under section 35.905-8 of the Construction Grant Regulations 40 CFR part 35, are discharged to the facilities constructed under EPA Grant No. C410400, the City shall develop and adopt an industrial cost recovery system acceptable to the U.S. Environmental Protection Agency. This cost recovery system shall comply with the requirement of PL92-500 and all regulations and guidelines pertaining thereto. In the interim, the City shall submit an annual certification affirming the nonexistence of industrial discharges to this facility and shall maintain such records and documents as necessary to substantiate the certification. (Res. 3-77, 7-19-1976)

## 7-4B-14: INSPECTION; SAMPLES AND TESTS: \*\* ==

A. Reasonable Access: Duly authorized employees of the City, bearing proper credentials and identification, shall have the authority to inspect or cause to be inspected, all buildings and premises except the interior of dwellings, as often as may be necessary, for the purpose of

inspection, observation, measurement, sampling and testing in accordance with the provisions of this Article

- B. Admission Refused: If admission is refused or delayed, or if inspection is in any way hindered, in the opinion of the Superintendent, water may be turned off to the premises after giving twenty four (24) hours' oral notice to any occupant of the premises fourteen (14) years of age or older, or three (3) days' written notice by mail to the water user.
- C. Examination: All measurements, tests, and analysis of the characteristics of the waters and waste to which reference is made in this Article shall be determined in accordance with the latest edition of Standards and Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and shall be determined at the control manhole provided or upon suitable samples taken at such control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effective constituents upon the sewage works and to determine the existence of hazards to life, limb or property. (The particular analysis involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analysis are obtained from a 24-hour composite of all outfalls, whereas pHs are determined from periodic grab samples.) (Ord. 534, 12-1-1986)

## 7-4B-15: PENALTIES: 🗣 🖃

Any person violating subsection 7-4B-4A, B, or 7-4B-6C, E, G, H, or I, or subsection 7-4B-7B or any of Section 7-4B-10 of this Article shall, upon conviction, be punished by the imposition of a Class A civil fine<sup>3</sup>. In the case of a continuing violation, every day's continuance of the violation is a separate violation. (Ord. 534, 12-1-1986; amd. 1993 Code)

## 7-4B-16: ADDITIONAL REMEDIES: © 🖃

- A. Money Judgment: In addition to the penalties provided in Section 7-4B-14 of this Article, the City may sue in a court of competent jurisdiction to obtain a judgment for any fee due under this Article and enforce collection of the judgment as allowed by law.
- B. Injunction: The City may seek an injunction to prohibit a person engaged in any activity regulated by this Article which does not comply with this Article.
- C. Attorney Fees And Costs: In a civil action authorized by this Section, if the City prevails, it shall be entitled to recover its reasonable attorney fees to be set by the court in addition to its costs and disbursements. These fees are recoverable at all levels of trial and appeal. (Ord. 534, 12-1-1986)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: See Section 1-12-4 of this Code.

Footnote 2: ORS 91.255.

Footnote 3: See Title 1, Chapter 4 of this Code.

### CITY OF UMATILLA, OREGON

# **AGENDA BILL**

Agenda Title:	Meeting Date:
Resolution No. 28-2020 - A Resolution Adopting	2019-12-17
an Administrative Policy and Procedure for the	
Acceptance of Gifts or Donations	

Department:	<u>Director:</u>	Contact Person:	Phone Number:
Finance & Administrative	Melissa Ince	Melissa Ince	
Services			

Cost of Proposal:	Fund(s) Name and Number(s):	
N/A	N/A	
Amount Budgeted:		
N/A		

Reviewed by Finance Department:	Previously Presented:
Yes	N/A

#### **Attachments to Agenda Packet Item:**

RES\_28-2020 with DS edits.docx

Donation Policy with DS edits.docx

## Donation\_rolley with b3 cuits.uoc.

**Summary Statement:** 

The City routinely received gifts or donations for designated purposes. Currently, staff must bring all donations to the City Council for acceptance. This administrative policy allows the Council to delegate their authority to the City Manager to accept any gift or donation for park purposes of \$25,000 or less, or \$10,000 or less for any other purpose.

Suggested Action: Motion to approve Resolution No. 28-2020

#### **Consistent with Council Goals:**

Goal 5: Perform at the Highest Levels of Operational Excellence

#### **RESOLUTION NO. 28-2020**

# A RESOLUTION ADOPTING AN ADMINSTRATIVE POLICY AND PROCEDURE FOR THE ACCEPTANCE OF GIFTS OR DONATIONS

WHEREAS, the City routinely receives gifts and donations for designated purposes; and

**WHEREAS**, the City Council currently has the sole authority to accept such gifts and donations; and

**WHEREAS**, it is the desire of the City Council to delegate authority to the City Manager to accept or reject any gift or donation for park purposes of \$25,000 or less, or \$10,000 or less for any other purpose; and

**WHEREAS**, the City Council desires a comprehensive set of guidelines and policies governing all administrative matters.

#### NOW, THEREFORE, BE IT RESOLVED:

- 1. The following policy and procedure shall be adopted and adhered to.
- 2. This policy will take effect January 1, 2020.

**PASSED** by the Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of December, 2019.

	Mary Dedrick, Mayor	
ATTEST:		



# Administrative Policy and Procedure City of Umatilla, Oregon

SUBJECT: Acceptance of Donations or Gifts Policy			
Effective Date: 1/1/2020	Policy No.	Pages: 2	
Developed By:	Department Head Approval:	Approval:	
Melissa Ince, Finance &	Dave Stockdale, City Manager	Resolution No. 28-2020	
Administrative Services			
Director			

#### 1. PURPOSE

1.1 The City routinely receives gifts and donations for designated purposes. The following policy provides a procedure for accepting such gifts and donations.

#### 2. RESPONSIBILITIES

- **2.1** The City Council has the authority to accept any gift or donation.
- 2.2 The City Council delegates authority to the City Manager, or his/her designee, to accept or reject any gift or donation for park purposes of \$25,000 or less, or \$10,000 or less for any other purpose. The City Manager is authorized to exercise his/her discretion when considering to accept or reject such gift or donation if he/she determines that it is in the City's best interest to do so.

#### 3. PROCEDURES

- **3.1 Decision.** Upon receipt of any gift or donation, the Finance & Administrative Services Director will notify the City Manager. If the amount of the donation or gift exceeds the City Manager's authority, a resolution will be prepared and placed on the next City Council agenda for acceptance.
- **3.2 Budget.** Any un-budgeted gift or donation received in a fiscal year will be incorporated into the City's supplemental budget for the same fiscal year in order to accurately reflect the revenue and corresponding expenditure. Any gift or donation intended for a specific purpose but not spent in the fiscal year in which it is received will be carried over into future fiscal year budgets until spent.

## CITY OF UMATILLA, OREGON

# **AGENDA BILL**

#### **Agenda Title:**

Resolution 29-2020 - A Resolution Authorizing the City Manager to Sign Amendment 1 of The Lind Road Improvement Agreement with Amazon Data Services, Inc., formerly known as Vadata, Inc.

#### **Meeting Date:**

2019-12-17

Department:	<u>Director:</u>	<b>Contact Person:</b>	Phone Number:
City Administration	David Stockdale	David Stockdale	

Cost of Proposal:	Fund(s) Name and Number(s):
n/a	Street - 04
Amount Budgeted:	
n/a	

<b>Reviewed by Finance Department:</b>	Previously Presented:
No	07/02/2019

#### **Attachments to Agenda Packet Item:**

Resolution 29-2020 for Lind Road Amendment1.docx First Amendment to Lind Road Improvement Agreement.DOCX

#### **Summary Statement:**

Approve

#### **Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

#### **RESOLUTION NO. 29 – 2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT 1 OF THE LIND ROAD IMPROVEMENT AGREEMENT WITH AMAZON DATA SERVICES, INC., FORMERLY KNOWN AS VADATA, INC.

**WHEREAS**, the City has permitted and supports Amazon Data Services, Inc. ("Developer") development of data centers on property abutting Lind Road; and

WHEREAS, City of Umatilla "City," owns a portion of Lind Road; and

**WHEREAS,** City and Developer entered into the Lind Road Improvement Agreement ("Agreement") dated July 17, 2019 to address the timing, and the Parties' respective obligations for completion of street improvements on a segment of Lind Road, a segment of Union Street, and at the intersection of these two streets, and

**WHEREAS**, subsequent to entering the Agreement City and Developer determined that certain utility lines would be placed beneath the road surface within the area where the Parties agreed to improve Lind Road; and

WHEREAS, Pursuant to Section 12 of the Agreement, the Parties may enter written, signed amendments to the Agreement, and

WHEREAS, City and Developer now agree to amend the Agreement to address placement of these utility lines beneath the road surface of Lind Road; and

**WHEREAS**, City has determined that approval of this First Amendment is in the public's best interest; and

**WHEREAS**, all other terms and conditions of the Agreement shall remain unchanged and both parties shall also be bound by the terms and conditions of this First Amendment.

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

1. The City Manager is authorized to sign Amendment 1 of the Lind Road Improvement Agreement by and between Amazon Data Services, Inc. and the City of Umatilla.

**PASSED** by the City Council and **SIGNED** by the Mayor this 17<sup>th</sup> day of December 2019.

ATTEST:	Mary Dedrick, Mayor	
Nanci Sandoval, City Recorder		

#### FIRST AMENDMENT TO

#### LIND ROAD IMPROVEMENT AGREEMENT

This FIRST AMENDMENT TO LIND ROAD IMPROVEMENT AGREEMENT (this
"First Amendment"), dated as of this day of, 2019, is made by and
between AMAZON DATA SERVICES, INC., a Delaware corporation formerly known as
VADATA, INC. ("Developer"), and the CITY OF UMATILLA, OREGON, an Oregon
municipal corporation ("City"). Developer and the City may be referred to
individually as a "Party" or collectively as the "Parties."

#### **RECITALS**

- A. Developer is the owner in fee simple of that real property located in the City limits at 81712 Lind Road, Hermiston, Oregon, which is more particularly described as Parcel 1 of Partition Plat No. 2018-03 (Umatilla County Instrument No. 2018-6710627) ("Property").
- B. City and Developer entered that certain Lind Road Improvement Agreement dated July 17, 2019 ("Agreement") to address the timing, and the Parties' respective obligations, for completion of street improvements near the Property, including on a segment of Lind Road, a segment of Union Street, and at the intersection of these two streets.
- C. Subsequent to entering the Agreement, City and Developer determined that certain utility lines would be placed beneath the road surface within the area where the Parties agreed to improve Lind Road.
- D. Pursuant to Section 12 of the Agreement, the Parties may enter written, signed amendments to the Agreement.
- E. The Parties now agree to amend the Agreement to address placement of these utility lines beneath the road surface of Lind Road.
- F. City has determined that approval of this First Amendment will serve the public interest.
- G. The Parties agree that all other terms and conditions of the Agreement shall remain unchanged.

H. The Parties agree to be bound by the terms and conditions of this First Amendment.

#### **AGREEMENT**

In consideration of the mutual promises and performance obligations of each Party set out in this First Amendment, City and Developer hereby agree to the following terms and conditions and respective obligations:

1. Amendment to the Agreement.

The Parties agree to amend the Agreement as set forth below. Language removed from the Agreement under this Amendment is shown by a strikeout. Language added to the Agreement under this Amendment is shown through bolded and italicized text.

- 1.1. Section 4.06 of the Agreement is amended to read as follows:
- "4.06. Utility Lines within Lind Road Right-of-Way. The Parties have entered separate agreements pertaining to the extension of sanitary sewer and industrial wastewater utility lines within the Lind Road right-of-way. For purposes of this Agreement, the Parties agree that, although these utility lines will may be placed within the right-of-way in accordance with these separate agreements, they will not and/or may be placed beneath the road surface of Lind Road, provided if they are beneath the road surface, they are and thus do not need to be installed as prerequisites to before completion of the Street Improvements. Further, after the City's completion of the Street Improvements, if the City decides to install new utility lines, or to maintain existing utility lines, beneath the surface of Lind Road, the City will solely bear the expense associated with such installation and maintenance, including any repairs required to the completed to the Street Improvements."
  - 2. Relationship to Agreement.

As modified hereby, the Agreement and all of its terms and provisions remain in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall prevail.

- 3. Miscellaneous Provisions.
- 3.1 Counterparts. In the event this First Amendment is executed in two (2) or more counterparts, each counterpart shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

- 3.2 Choice of Law. This First Amendment shall be interpreted under the laws of the State of Oregon.
- 3.3 Severability. If any clause, sentence or any other portion of the terms and conditions of this First Amendment becomes illegal, null or void for any reason, the remaining provisions will remain in full force and effect to the fullest extent permitted by law.
- 3.4 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this First Amendment, the Parties agree to cooperate in defending such action.
- 3.5 Entire Agreement. This First Amendment constitutes the entire agreement between the Parties as to the subject matter covered by this First Amendment.
- 3.6 Interpretation of First Amendment. This First Amendment is the result of arm's length negotiations between the Parties and shall not be construed against any Party by reason of its preparation of this First Amendment.
- 3.7 Capacity to Execute; Mutual Representations. The Parties each warrant and represent to the other that this First Amendment constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing authority has authorized the execution, delivery, and performance of this First Amendment by it. The individuals executing this First Amendment warrant that they have full authority to execute this First Amendment on behalf of the entity for whom they purport to be acting. Each Party represents to the other that neither the execution and delivery of this First Amendment, nor performance of the obligations under this First Amendment, will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.
- 3.8 Form of Agreement; Exhibits. This First Amendment consists of four (4) pages and zero (0) exhibits.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first written above.

DEVELOPER:
AMAZON DATA SERVICES, INC., a Delaware corporation f/k/a VADATA, INC
By:
Its:
Date:
CITY:
CITY OF UMATILLA, OREGON, an Oregon municipal corporation
By:
Its:
Date:

#### CITY OF UMATILLA, OREGON

## **AGENDA BILL**

# Agenda Title: Resolution No 31-2020 - A Resolution Amending the Employee Handbook for the City of Umatilla to Replace the Non-Discrimination and Retaliation Section and Amend the Employee Benefits Section Meeting Date: 2019-12-17

Department:	<u>Director:</u>	<b>Contact Person:</b>	Phone Number:
Finance & Administrative	Melissa Ince	Melissa Ince	
Services			

Cost of Proposal:	Fund(s) Name and Number(s):
N/A	N/A
Amount Budgeted:	
N/A	

Reviewed by Finance Department:	Previously Presented:
Yes	N/A

#### **Attachments to Agenda Packet Item:**

RES 31-2020.docx

#### **Summary Statement:**

New legislation passed in 2019 has created a need for policy updates prior to January 1, 2020. These updates include a Pregnancy Accommodations section in response to HB 2341 and a significantly revised No-Harassment Policy that includes the language required under SB 479 and SB 726.

Suggested Action: Motion to approve Resolution No. 31-2020

#### **Consistent with Council Goals:**

Goal 5: Perform at the Highest Levels of Operational Excellence

#### **RESOLUTION NO. 31-2020**

## A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK FOR THE CITY OF UMATILLA TO REPLACE THE NON-DISCRIMINATION AND RETALIATION SECTION AND AMEND THE EMPLOYEE BENEFITS SECTION

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

**WHEREAS,** new legislation passed in 2019 has created a need for policy updates prior to January 1, 2020, and;

**WHEREAS**, these updates include a Pregnancy Accommodations section in response to HB 2341 and a significantly revised No-Harassment Policy that includes the language required under SB 479 and SB 726.

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

(Matter to be deleted is in **strikethrough**. New matter to amend an existing section is <u>underlined</u>.)

#### NON-DISCRIMINATION AND RETALIATION

All employees of the City of Umatilla have the responsibility to follow and carry out the policies outlined in this section. Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. Employees are expected to bring any questions, issues or complaints to the attention of their manager. If you believe you have been discriminated against or harassed, or if you witness or suspect any violation of our policies, you should report the matter immediately to any member of management or to the City Manager or Human Resources Representative. If the complaint is in regard to an alleged violation of these policies by the City Manager, the complaint may be directed to the City Mayor. The City of Umatilla will not retaliate against you for filing a complaint or cooperating in an investigation, and will not tolerate or permit retaliation by management, employees or coworkers.

#### **EQUAL EMPLOYMENT OPPORTUNITIES**

The City of Umatilla is an equal opportunity employer, and as such, we consider individuals for employment according to their abilities and performance. Employment decisions are made without regard to age, disability, race, color, national origin, religion, sex, sexual orientation, military status, association with members of a protected class, marital status, injured worker status, non-supervisory family relationships, or any other protected class or work relationship. All employment requirements mandated by State and Federal laws and regulations are observed.

#### AMERICANS WITH DISABILITIES ACT AND OREGON DISABILILTY LAW

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law that specifically protects individuals with ADA qualified physical and mental impairments.

The Oregon Disability Law is intended to encourage the fullest utilization of the available workforce; it is a comprehensive state civil rights law that specifically protects individuals with qualified physical and mental impairments.

With or without reasonable accommodation, individuals with qualified disabilities must meet the requirements for the job, not pose a "direct safety threat," and not create an undue hardship for the employer.

Individuals may be protected under the ADA and/or Oregon Disability Law if any of the following conditions exist:

Actual Disability: They currently have a physical or mental impairment that substantially limits one or more major life activities. Record of Disability: They have a record of such an impairment, physical or mental, that substantially limits one or more major life activities. Regarded As: They are regarded as having such an impairment.

Episodic or in remission conditions may meet the definition of a disability if it would substantially limit one or more major life activities when active.

Temporary, non-chronic impairments of short duration, with little or no residual effects usually are not considered disabilities under ADA. Examples of, but not limited to, impairments that typically would not meet the ADA definition of a disability: common cold, seasonal or common influenza, joint sprain, minor and non-chronic gastrointestinal disorders or broken bones that are expected to heal completely.

The use of ordinary eyeglasses or contact lenses that are intended to fully correct visual acuity or eliminate refractive error, typically are not considered disabilities under ADA.

Pregnancy is not considered an impairment under the ADA.

Individuals who currently engage in illegal use of drugs are excluded from ADA protection.

The ADA also prohibits discrimination on the basis of an individual's relationship to someone (parent, sibling, child, spouse/significant other, etc.) with a disability.

The City of Umatilla offers equal employment opportunities for qualified individuals who may have a physical or mental disability, but are still able to perform the essential functions of the job. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought by a disabled individual. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or the function is so highly specialized that an expert must be specially hired to perform it.

Reasonable accommodation may be available to employees and applicants, as long as the accommodation doesn't cause undue hardship for the City of Umatilla and the individual's condition does not pose a direct safety threat to himself/herself, coworkers, or the public. Individuals protected by the ADA should discuss their need for possible accommodation with their manager, the City Manager, or Human Resources representative.

#### HARASSMENT

The City of Umatilla prohibits harassment based on disability, race, color, national origin, religion, sex, sexual orientation, veterans status, military status, retaliation for opposing unlawful employment practices, association with members of a protected class, marital status, injured worker status, non-supervisory family relationships, or any other protected class, regardless of whether that harassment is targeted specifically at the employee.

Behavior such as telling ethnic jokes, making religious slurs, using offensive "slang" or other derogatory terms denoting a person's speech, accent or disability, are examples of prohibited conduct and will not be tolerated at the City of Umatilla.

#### SEXUAL HARASSMENT

Sexual harassment can include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or non-verbal communication or physical conduct of a sexual nature where:

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;

Submission or rejection of such conduct by an individual influences any employment-related decisions affecting the individual; or

The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

The conduct prohibited may be verbal, visual or physical in nature. It may be directed by a manager to a subordinate, manager-to-manager or co-worker-to-co-worker. It includes unwelcome sexual advances, requests for sexual favors, physical touching, or the granting or withholding of benefits (e.g. pay, promotions, time off) in response to the sexual conduct. More subtle forms of prohibited behavior, such as offensive posters, cartoons, caricatures, comments and jokes, language or innuendoes, hugging, or kissing may also constitute sexual harassment when they create or contribute to a hostile or offensive work environment.

#### **GENETIC INFORMATION NON-DISCRIMINATION ACT (GINA)**

The City of Umatilla does not discriminate against applicants or employees based upon either the employee's or the employee's family genetic information; nor does the City of Umatilla use genetic information in employment decisions.

Once a condition manifests itself, the GINA no longer applies. More detailed information about GINA is available on the EEOC poster placed on the employee bulletin board.

Genetic information and Wellness Programs: Employees may be asked to sign voluntary waivers, in which, the employee acknowledges that his/her genetic information will only be provided to licensed health care professionals or board-certified counselors involved in the wellness program. There is no penalty for non-participation.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION**

In conformity with the Immigration Reform and Control Act of 1986 (IRCA), we hire only those who are eligible to work in the United States. Verification documentation is required of all new hires, and employees are expected to inform the City of Umatilla immediately if their eligibility changes.

After an individual is employed by the City of Umatilla (as allowed by law), the City of Umatilla may choose to use the federal E-Verify program to validate social security numbers, or the City of Umatilla may use other methods for verifying social security numbers.

Expired documents are not valid documents for I-9 purposes.

#### **VETERANS**

The City of Umatilla does not discriminate against individuals based on current or prior military service.

The City of Umatilla may give preference to veterans when making hiring decisions

#### WHISTLEBLOWER

The City of Umatilla does not discriminate against employees who report in good faith alleged violations of state or federal laws, rules, or regulations.

#### RELIGIOUS ACCOMODATION

The City of Umatilla may provide reasonable accommodation for religious observances or practices of employees, unless providing the accommodation would impose an undue hardship on the City of Umatilla; this may also include accommodating the wearing of religious clothing.

With management approval, an employee may use vacation or other available leave for religious activities; if accrued leave is not available, then an employee may request to take unpaid leave.

#### RETALIATION

If you believe you have been discriminated against or harassed, or if you witness or suspect any violation of our policies, you should report the matter immediately to any member of management or to the City Manager, or Human Resources Representative. If the complaint is in regard to an alleged violation of these policies by the City Manager, the complaint may be directed to the City Mayor. The City of Umatilla will not retaliate against you for filing a complaint or cooperating in an investigation, and will not tolerate or permit retaliation by management, employees or co-workers.

The City of Umatilla will not tolerate unlawful retaliation against employees for engaging in protected activity. Federal Laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and The American with Disabilities Act, all prohibit an employer from retaliating against an employee engaged in a protected activity.

A protected activity is defined as: opposing an unlawful practice prohibited by employment discrimination laws, or participating in any way in an investigation, proceeding, or hearing of an Equal Employment Opportunity charge.

Any act of retaliation by a manager and/or coworker may result in serious adverse disciplinary action up to and including termination. Any staff member may file a complaint with the City Manager or the Human Resources Representative if he/she feels that they have experienced retaliation in any form.]

#### EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICIES

The following EEO Policies apply to all employees. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with the Finance & Administrative Services Director at any time if they have questions relating to the issues of harassment, discrimination or bullying, or what it means to work in a respectful workplace.

#### NO-DISCRIMINATION, NO-RETALIATION POLICY

The City of Umatilla provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. The City of Umatilla also recognizes an

employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

The City of Umatilla's commitment to equal opportunity applies to all aspects of the employment relationship — including but not limited to, recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION**

In conformity with the Immigration Reform and Control Act of 1986 (IRCA), we hire only those who are eligible to work in the United States. Verification documentation is required of all new hires, and employees are expected to inform the City of Umatilla immediately if their eligibility changes.

After an individual is employed by the City of Umatilla (as allowed by law), the City of Umatilla may choose to use the federal E-Verify program to validate social security numbers, or the City of Umatilla may use other methods for verifying social security numbers.

Expired documents are not valid documents for I-9 purposes.

#### STATEMENT REGARDING PAY EQUITY

The City of Umatilla supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which the City of Umatilla pays wages or other compensation to other employees for work of comparable character are encouraged to discuss the issue with the Finance & Administrative Services Director.

#### **NO-HARASSMENT POLICY**

The City of Umatilla prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, volunteers and interns' right to work in a harassment-free workplace. Specifically, the City if Umatilla prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate supervisor, any member of the management team, or with the Finance & Administrative Services Director, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City of Umatilla related or sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of the City of Umatilla's employees. Such harassment is prohibited whether committed by City of Umatilla employees or by non-employees (including elected officials, members of the community, volunteers, interns and vendors).

#### **Sexual Harassment**

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is "welcome"), when:

- 1. <u>Submission to such conduct is made either implicitly or explicitly a term or condition of employment;</u>
- 2. <u>Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or</u>
- 3. <u>Such conduct has the purpose or effect of unreasonably interfering with an individual's</u> work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

#### **Other Forms of Prohibited Harassment**

City of Umatilla policy also prohibits harassment against an individual based on the individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual's protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on City of Umatilla property;
- "Teasing" or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person's religious beliefs, or "pushing" your religious beliefs on someone who doesn't have them;
- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or

• Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

#### **Complaint Procedure**

Employees, volunteers or interns who have experienced a sexual assault, any harassment, discrimination, or bullying in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the Finance & Administrative Services Director or City Manager, or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

#### **Investigation and Confidentiality**

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City of Umatilla's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City of Umatilla will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the City of Umatilla's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City of Umatilla cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City of Umatilla, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

#### **Protection Against Retaliation**

The City of Umatilla prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, or harassing, discriminatory, or bullying conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the Finance & Administrative Services Director or City Manager or any supervisor or member of management. Any employee who is found to have retaliated against

another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

<u>See also</u> the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

#### **Other Resources Available to Employees**

The City of Umatilla provides an Employee Assistance Program (EAP) through Cascade Centers to employees and dependents who are enrolled in the City of Umatilla's medical coverage. For access to confidential help 24 hours a day, seven days a week, call toll-free: 1-800-433-2320, or go online to www.cascadecenters.com. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

The City of Umatilla cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information: <a href="https://www.osbar.org/public/">https://www.osbar.org/public/</a>.

#### **Other Employee Rights**

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

The City of Umatilla is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the City of Umatilla to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the City of Umatilla regarding his/her experience and/or employment status, the employee should contact the Finance & Administrative Services Director. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the City of Umatilla and employee do reach an agreement, the City of Umatilla will comply with Oregon law applicable to such agreements. For instance, the City of Umatilla will not require an employee to enter into a nondisclosure agreement (which would prohibit the employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightingly about the City of Umatilla or making comments that would lower the City of Umatilla in rank or reputation). If, however, the employee initiates the request for the agreement, nondisclosure and nondisparagement are terms that may be agreed upon between the employee and the City of Umatilla. The employee will have seven days to revoke the agreement after signing it.

#### **NO-BULLYING POLICY**

The City of Umatilla strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City of Umatilla, therefore, prohibits employees from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another employee for

any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the employee(s). Examples of bullying include:

- 1. <u>Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.</u>
- 2. <u>Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.</u>
- 3. <u>Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.</u>
- 4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with coworkers may be viewed as bullying.
- 5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Employees who have experienced bullying in violation of this policy, who has witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred the City of Umatilla will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

#### DISABILITY ACCOMMODATION POLICY

The City of Umatilla is committed to complying fully with the Americans with Disabilities Act (ADA) and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

#### **Accommodations**

The City of Umatilla will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operations of the City of Umatilla

#### **Requesting an Accommodation**

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, the City of Umatilla) and that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges

of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations or training materials provided by the City of Umatilla, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the Finance & Administrative Services Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to secure medical verification of his/her need for a reasonable accommodation. Both the City of Umatilla and employee must monitor the employee's accommodation situation and make adjustments as needed.

#### PREGNANCY ACCOMODATION POLICY

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact the Finance & Administrative Services Director to discuss their options for continuing to work and, if necessary, leave of absence options. The City of Umatilla will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on the City of Umatilla's operations.

Although this policy refers to "employees," the City of Umatilla will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

#### **Requesting a Pregnancy-Related Accommodation**

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with the Finance & Administrative Services Director and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the City of Umatilla and the employee find an effective accommodation, or to verify the employee's need for an accommodation. Both the City of Umatilla and employee must monitor the employee's accommodation situation and make adjustments as needed.

#### No Discrimination, No Retaliation

The City of Umatilla prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the City of Umatilla; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation.

Res. #31-2020 Page 11

123

Under Oregon law, an employer can't require an employee to use OFLA if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of the City of Umatilla. Also, no employee will be denied employment opportunities if the denial is based on the need of the City of Umatilla to make reasonable accommodations under this policy.

#### **Leave of Absence Options for Pregnant Employees**

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under Oregon Family Leave Act. See policies located in the Employee Benefits section of the handbook, or speak with the Finance & Administrative Services Director

#### REPORTING IMPROPER OR UNLAWFUL CONDUCT – NO RETALIATION

Employees may report reasonable concerns about the City of Umatilla's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City of Umatilla will not retaliate against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City of Umatilla;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of the City of Umatilla; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City of Umatilla will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

#### **Employee Reporting Options**

Employees who wish to report improper or unlawful conduct should first talk to his/her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with the Finance & Administrative Services Director. Supervisors and managers are required to inform the Finance & Administrative Services Director about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City of Umatilla were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

#### Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and

Res. #31-2020 Page 12

124

objectively reasonable belief of the City of Umatilla's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of his/her coworker or supervisor acting within the course and scope of his/her employment. The disclosure must have been made to: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City of Umatilla; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

#### **Policy Against Retaliation**

Res. #31-2020 Page 13

The City of Umatilla will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by City of Umatilla policy).

In addition, the City of Umatilla prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City of Umatilla employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City of Umatilla may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his/her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City of Umatilla determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

#### **EMPLOYEE BENEFITS**

The City of Umatilla strives to provide excellent, equitable and cost-effective benefits for employees in recognition of the influence employment benefits have on the economic and personal welfare of our employees. Paid in various forms on your behalf, the total cost to provide the benefit program described in this Handbook and other documents is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions and procedures that govern the City of Umatilla's benefit programs apply to all benefits-eligible employees, whether status is exempt or non-exempt, unless otherwise provided in a particular benefit plan.

Employees who work less than thirty (30) hours/week are not eligible for any benefits or compensation beyond wages. (Medical and dental benefits for part-time employees working 20-29 hours per week will be calculated on a pro-rated basis). The exception to the "No Benefits"

policy is Bereavement Leave. Bereavement Leave will be pro-rated according to the number of hours regularly worked, for employees who work less than 40 hours per week.

#### **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 (\$400), employee +1 (\$800), or employee +2 or more (\$1,200).

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:

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

#### PERS (PUBLIC EMPLOYEES' RETIREMENT SYSTEM) BENEFIT

As participants in the PERS system, your designation as a Tier I, Tier II, or OPSRP member will depend on your prior PERS service and PERS rules.

You initially become a PERS member after working six full calendar months for a PERS-covered employer in a qualifying position requiring at least 600 hours per calendar year period. That six month "waiting period" cannot be interrupted by more than 30 consecutive working days. Your effective date of membership is the first day of the month after you have met this requirement.

The City of Umatilla makes two contributions to PERS on your behalf. The first contribution is an amount based on the actuarial requirements for funding the City of Umatilla employee pensions. It is a percentage of payroll set by PERS. The amount may be different for each designation (Tier I, Tier II, OPSRP), and changes from year to year.

The City of Umatilla also pays on your behalf the employee contribution to the PERS system, which is set by statute at 6% of your pay. The employee contribution is deposited by PERS into the Individual Account Program (IAP). After you become a member of PERS, you will receive information about how to review your IAP account. PERS also will send you annually a statement of your balance(s).

When you become a PERS member, you should fill out a Designation of Beneficiary from the City of Umatilla to name someone to receive your benefits should you die before refunding or retiring. The "Standard Designation" on the Designation of Beneficiary form directs your death benefits to your surviving next of kin. If you select the standard designation, you automatically provide for changes which occur in your family situation such as marriage, birth, divorce, or death.

For more information on PERS membership, contact their Customer Service line: 1-888-320-7377 or 503-598-7377, Monday – Friday between the hours of 8:30 a.m. and 5:00 p.m.

#### PAID HOLIDAY BENEFIT

The City of Umatilla will grant paid holiday time off to all employees not covered by a collective bargaining agreement. Less than full-time employees who work twenty (20) or more hours per Res. #31-2020 Page 15

week on a continuing basis shall have holidays pro-rated.

If a holiday falls on a Saturday, it will be observed the Friday prior; if falling on a Sunday, it will be observed the Monday following. At the City Manager's discretion, early time-off may be given employees working the day prior to a company holiday. Unless otherwise stipulated, spontaneous leave such as this will not benefit the vacation banks of employees already using paid leave when such time-off is awarded. An employee who is on paid leave of absence, including leave due to an occupational injury, shall be entitled to the paid holiday.

The City of Umatilla currently provides ten (10) paid holidays.

A schedule (accessible to all employees) is approved at the beginning of each year showing the ten (10) paid holidays. These holidays, and/or any additional time observed, such as Christmas Eve or New Year's Eve, will be determined each year at the discretion of the City Manager and approval of the City Council.

#### Paid Holidays for the City of Umatilla (Office Closed)

New Year's Day

Labor Day

January 1st 1st Monday in September

Martin Luther King's Birthday

3rd Monday in January

Veteran's Day

November 11th

Presidents' Day Thanksgiving Day

3rd Monday in February 4th Thursday in November

Memorial Day Day After Thanksgiving Last Monday in May 4th Friday in November

Independence Day Christmas Day July 4th December 25<sup>th</sup>

#### **VACATION LEAVE BENEFIT**

All regular, full-time employees not covered by a collective bargaining agreement shall accrue vacation based on the schedule below. All regular employees who work twenty (20) hours or more per week on a continuous basis shall be entitled to pro-rated vacation leave benefits. All accruals begin at the date of hire, and after completion of six (6) probationary months, accruals are credited as Vacation Leave and may be taken with manager approval. No vacation time will be authorized during the probationary, unless specific arrangements have been made at the time of hire. If for any reason prior to completion of six (6) months continuous service with the City such employee is terminated, the employee shall be credited with no vacation time.

You will earn vacation leave benefits according to the following schedule:

Length of Service	Full-Time Accrual Per Month	Full-Time Hours Per Year
Hire Date to 3 years	6.67	80
3 years to 5 years	10	120
5 years to 10 years	11.67	140
10 years plus	13.33	160

Vacation time may be accrued up to 250 hours. Any amount over 250 hours must be used by July 1 annually or forfeited. However, when an amount of vacation over the allowable time has accrued and a shortage of employees or the nature of their work requirements make the granting of vacation leave impossible, the department head, with the approval of the City Manager may, in order to prevent loss of vacation leave, make a cash payment for not more than one week's vacation credit. Vacation credit for which payment is made shall be canceled. Carry over beyond 250 hours may be considered at the discretion of the Department Head or City Manager.

Once per fiscal year, any employee may "sell-back" for cash payment up to 80 hours of accrued vacation time per fiscal year provided the employee requests an equivalent amount of vacation time off to be taken at a fixed, mutually agreeable time within the fiscal year in which the check for time is received and earned. "Sell-back" requests may not be for more than ½ of accrued hours balance.

For both the accumulations of leave credit and the granting of leave, computation may be made in hourly or half hourly units. Deductions shall not be made from leave accumulations for regularly assigned days off or holidays occurring at the beginning, during, or at the end of a period of leave with pay id the employee returns to work on the first day thereafter, or is granted additional leave.

Any employee wishing to use vacation time should request vacation hours as early as possible so that arrangements for coverage can be made. We encourage all employees to be aware of the critical times for their work groups (i.e. open enrollment, renewals, annual conference) during the year, and to avoid taking any routine or expected time off during these periods. Requests for vacation time are to be made in writing and given to your manager. Vacation time will usually not be granted for periods longer than two (2) weeks. Every attempt will be made to grant each request; however, no guarantees can be offered.

The City Manager shall approve the vacation periods of all department heads of the City.

#### SICK LEAVE BENEFIT

All regular, full-time employees shall be entitled to one working day of sick leave with pay for each calendar month, or major fraction thereof served. All regular employees who work twenty (20) hours or more per week on a continuous basis shall be entitled to pro-rated sick leave benefits. Sick leave with pay can be granted only upon the approval of the department head or City Manager in case of bona fide illness of an employee or illness in the immediate family of an employee such as spouse, children, parents, grandparents, or other relative living in the employee's household according to the Family Medical Leave Policy.

For each quarter in which no sick leave is used, an employee may convert eight (8) hours of sick leave into vacation time or cash. Sick leave converted to vacation time will be credited at the end of each quarter. If sick leave is converted to cash, pay will be at the employee's hourly rate at the time of accrual. Employees selecting this option will be paid on the check following the end of each quarter.

Although the City of Umatilla realizes that an employee with temporary illnesses such as influenza, colds and other viruses often need to continue with normal life activities, including working, your manager may require you to go home from work if you appear to be too ill to be at work or if you are unable to perform normal job duties and meet regular performance standards. If in the judgment of the manager, your continued presence poses no risk to the health of you, other employees, or customers, you may be allowed to work. However, if this is not the case, and your manager requires you to go home, you are expected to do so. If you dispute your manager's decision to send you home, then you must submit a statement from your attending health care provider that your continued presence in the workplace poses no significant risk to you, other employees or customers.

If you have been ill or injured, have missed time from work, and have a release from your doctor to return to temporarily modified work, please contact the City of Umatilla before returning to work. The City of Umatilla will determine whether you may return to work in a temporarily modified job.

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

Time for routine doctor or dentist appointments should be charged to sick time unless other arrangements have been made with your manager. You are encouraged to schedule such appointments to occur outside of work hours.

You must use accumulated sick leave in conjunction with income protection plans or other sources of disability income to achieve full pay for as long as possible. However, at no time can the combination of these exceed normal earnings.

You are expected to notify your supervisor of absence due to illness or injury at the beginning of each workday during your absence. Exceptions to this include a serious accidental injury,

Res. #31-2020 Page 18

130

hospitalization, or when it is known in advance that you will be absent for an extended period of time.

A Medical Release Statement and Fitness for Duty Examination may be requested for review before you return to work in certain situations.

Please refer to the FMLA/OFLA section of this handbook, for sick leave use when on FMLA/OFLA leave.

#### **Separation from Employment with the City**

Compensation for accrued sick leave shall be allowed for any employee when they are separated from City service. Sick leave will be compensated at the employee's current salary rate and multiplied by 50% of the total days of unused, earned sick leave time. This amount will be reduced on a day-for-day basis by sick leave taken during the immediate past six months. The employee will be paid the dollar amount not to exceed 80 hours pay at the employee's current salary rate.

#### **Sick Leave Without Pay**

Upon application of an employee, sick leave without pay, up to 90 days, may be granted by the department head subject to approval of the City Manager for the remaining period of disability after earned sick leave has been exhausted. In the event such leave exceeds 90 days, an extension must be approved by the City Council. From time to time the department head may require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show disability to preclude the employee from the performance of duties, or if the City Manager or City Council disapproves application for such leaves, such sick leave shall be canceled and the employee's services terminated.

Employees who are found to have abused the City of Umatilla's sick leave policy may be subject to disciplinary action, up to and including termination

#### OTHER LEAVES OF ABSENCE

The City of Umatilla recognizes that our employees may encounter many situations that require a temporary but extended absence from work. We offer several different types of leaves of absence for that purpose.

The type of leave may determine which employees are eligible and what procedure is to be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits and reinstatement rights also vary according to the type of leave you are requesting. Each of these leaves is discussed below.

#### **Leave of Absence Without Pay**

A regular employee may be granted a leave of absence without pay for a period not to exceed ninety Res. #31-2020 Page 19

131

(90) days, provided such leave can be scheduled without affecting the operation of the City. The request for leave of absence without pay shall be made in writing to the City Manager and Department Head for approval or rejection at least thirty (30) days prior to the requested commencement of said leave. Persons on leave of absence shall not accumulate sick leave or vacation time except as required by Oregon law.

Family Medical Leave may be taken pursuant to State and Federal Law. The City will first exhaust in order the employees accrued compensatory time, vacation leave and accrued sick leave.

#### **Military Leave of Absence**

In accordance with Federal and State law, employees who have completed six (6) months of service and are members of the National Guard or other reserve components of the United States, are entitled to paid military leave of absence for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any calendar year. Such leaves are granted without impairment of other rights or benefits, providing bona fide orders to active or training duty for a temporary period are issued and providing the employee returns to his/her position immediately upon expiration of the period of duty. Leave without pay is allowed upon entering military for extended periods of active duty.

#### **Jury Duty**

When an employee is called for jury duty, the employee shall be required to transfer any salary paid by the court for such duty to the City.

#### **Religious Observances Leave and Accommodation Policy**

The City of Umatilla respects the religious beliefs and practices of all employees. The City of Umatilla will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City of Umatilla's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with the Finance & Administrative Services Director.

#### FAMILY AND MEDICAL LEAVE: FEDERAL (FMLA) / OREGON (OFLA)

City employees are not eligible to use FMLA leave because of the City of Umatilla's small size.

OFLA requires employers to notify employees in writing of his/her eligibility to take family leave within 5 business days of a request to leave or the acquisition of enough information to determine that leave may be for a qualifying purpose. If, employees are granted OFLA, they are entitled to 12 weeks within any one-year period.

For more information, please contact the City Recorder.

The OFLA policy allows a leave of absence for an employee with a "serious health condition" or to care for a family member with a serious health condition. For more information about a serious health condition, please go to the following websites:

http://www.dol.gov/whd/regs/compliance/1421.htm#2f http://www.oregon.gov/boli/TA/pages/t\_faq\_oregon\_family\_leave\_act\_01-2011.aspx

The City of Umatilla complies with all medical confidentiality laws, including the Genetic Information Non-Discrimination Act (GINA).

Leave may also be granted for pregnancy disability, the birth or adoption of a child, the placement of a foster child, the care of a sick child, bereavement, and in some circumstances, leave may be available for military families.

#### **Bereavement Leave**

If eligible, an employee may take Bereavement Leave for up to two weeks, for one or more of the following reasons:

Attending a funeral (or alternative) of the family member; Making arrangements necessitated by the death of a family member; or Grieving the death of a family member.

Employees are not required to take concurrent leave for multiple deaths. Eligible employees with the same family member, may take concurrent leave.

Bereavement Leave should be completed within 60 days after the date on which the employee receives notice of the family member's death.

If an employee begins Bereavement Leave without prior notice, the employee is required to provide oral notice within 24 hours of taking leave. Written notice should be provided within three days of returning to work. Failure to provide appropriate notices, will not affect the Bereavement Leave length.

The City of Umatilla provides up to five (5) paid days of bereavement leave per incident. If you are taking OFLA Bereavement Leave, then you are required to use paid bereavement leave before using accrued vacation leave, sick leave, or comp time.

For OFLA purposes "Family member" includes an employee's spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in place of a parent. The term also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner.

#### **Eligibility for Leave**

You are eligible for OFLA leave if you have worked for the City of Umatilla at least 180 days and have worked an average of 25 hours per week in the 180 days before the leave begins.

For parental leave under OFLA, you only need to have worked 180 days prior to when the leave begins; there is not a minimum number of hours worked requirement.

#### **Length of Leave**

Typically, an eligible employee is entitled to up to 12 weeks of OFLA leave in any twelve-month period. However, there are some circumstances that may entitle an employee to additional leave; for more information, please contact the City Recorder.

The time off may be taken in full, intermittent, or reduced time increments, to the extent allowed by law. The City of Umatilla tracks leave using the smallest increment of time used for other forms of leave, subject to a one-hour maximum.

The amount of time will be determined after the City of Umatilla reviews your physician's recommendation and the applicability of OFLA laws. Due to the complexity of the laws, please contact the City Recorder for information specific to your situation.

When you request leave, the City of Umatilla determines how much leave you have available by using a fiscal year of July 1<sup>st</sup> to June 30<sup>th</sup>.

#### **Workers' Compensation and OFLA**

Workers' compensation time loss may not be deducted from available OFLA hours.

<u>Exception</u>: If you are on workers' compensation time loss, and refuse an offer of light-duty employment, then the City of Umatilla may deduct the time loss after this refusal, from available OFLA hours.

#### **Request Procedure**

In situations where the need for medical leave is foreseeable, you are expected to give thirty (30) days written notice. You must also complete and deliver the Notice for Family Medical Leave form and the Health Care Provider Certification as soon as possible, but no later than fifteen (15) days from the requested leave date. If you are unable to bring this information to the City Recorder, the City Recorder may complete and submit the necessary paperwork on your behalf, with your permission.

If you are taking family and medical leave to care for a family member with a serious health condition or adoption or placement of a foster child, proof of the relationship may be required.

#### Pay While on Leave

You will be required to use any accrued vacation, sick leave, comp time, or other paid leave available to you during your family medical leave. You may choose which type of your accrued leave you want to use. When all accrued leaves (vacation, sick, comp time) are exhausted, the balance of the eligible leave time will be unpaid, except as required by law.

Full or partial absences for exempt employees may be deducted accordingly from available leave balances. Once all accrued leave is exhausted, **full day absences may be deducted** from salary, as allowed by law. Paid and unpaid leave combined usually will not exceed 12 weeks.

#### **Status of Benefits**

The City of Umatilla will continue to pay our share of your health insurance premiums during family paid medical leave under OFLA. Employees are required to pay the full premium for **unpaid** OFLA leave.

You are responsible for paying your share of health insurance premiums prior to the due date of the premium payment. Premium payments must be received by the due date or coverage may be discontinued.

Vacation and sick leave, will not continue to accrue during periods of **unpaid** OFLA leave. You will not receive holiday pay for any observed holidays that occur during an **unpaid** OFLA leave.

#### Reinstatement

At the end of OFLA leave, you are entitled to return to your former job, reinstated with all rights and benefits, pay and other terms and conditions of employment. If your job position has been eliminated, you are entitled to return to an equivalent position if one is available.

Prior to reinstatement, you may be required to present a doctor's release to work. If so, you will not be allowed to return to work until you have provided the release. The City of Umatilla may require you to participate in a fitness-for-duty exam (at no out of pocket cost to you) if it is job-related and consistent with business necessity.

Working a reduced number of hours may be permitted, if approved by the City of Umatilla, and only if such leave is determined to be medically necessary and supported by medical documentation.

#### **Military Family Leave**

Oregon Military Family Leave (OMFLA)

If you work an average of twenty (20) hours per week, regardless of how long you have worked for the City of Umatilla, you may be eligible for this leave. The OMFLA provides spouses and same-sex domestic partners of armed service members with "fourteen (14) days of unpaid leave each time your spouse or same-sex domestic partner is deployed" for military service.

In order to take this leave, you must give notice within five (5) days of receiving official notice of your spouse's deployment. The fourteen (14) days count against your twelve (12) week OFLA allotment for the year; this means the days are included in, not in addition to, the twelve weeks of family leave available under OFLA. Since the fourteen (14) days is "per deployment," this leave may span more than one OFLA leave year.

Upon completion of OMFLA, you are eligible to be restored to employment in the position held at the beginning of the leave. The City of Umatilla will not tolerate retaliation or discrimination against employees who request or use OMFLA leave.

### The City of Umatilla's Point of Contact for Filing an OFLA/OMFLA Complaint:

Please contact the City Recorder with any complaints you may have.

#### 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 17<sup>th</sup> day of December, 2019.

	Mary Dedrick, Mayor	
ATTEST:		
Nanci Sandoval, City Recorder		

#### CITY OF UMATILLA, OREGON

## **AGENDA BILL**

#### **Agenda Title:**

Resolution No. 32-2020 - A Resolution Authorizing City Manager Stockdale to Sign a Land Use Agreement with Bonneville Power Administration (BPA) for the Use of the Real Property Subject to the BPA Easement for Two Underground Sewer Force Mains.

#### **Meeting Date:**

2019-12-17

Department:	<u>Director:</u>	Contact Person:	Phone Number:
City Administration	David Stockdale	Nanci Sandoval	541-922-3226x105

Cost of Proposal:	Fund(s) Name and Number(s):
NA	N/A
Amount Budgeted:	

Reviewed by Finance Department:	Previously Presented:
No	NA

#### **Attachments to Agenda Packet Item:**

Resolution 32-2020 BPA Easement Agreement for Sanitary Sewer and IWW.docx BPA Easement.pdf

#### **Summary Statement:**

The City has partnered with Amazon Data Services, Inc. (ADS) to have a sanitary sewer pipeline and an Industrial Waste Water (IWW) line (referenced as a "non-contact cooling water" in the easement) installed along Lind Rd. that falls within BPA's easement rights. This agreement with BPA will allow for the installation and maintenance of such lines to provide these services to ADS and potential future connectors to the system.

Suggested Action: Approve Resolution No. 32-2020

#### **Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

#### **RESOLUTION NO. 32 – 2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LAND USE AGREEMENT WITH BONNEVILLE POWER ADMINISTRATON (BPA) FOR THE USE OF REAL PROPERTY SUBJECT TO THE BPA EASEMENT FOR TWO UNDERGROUND SEWER FORCE MAINS.

**WHEREAS**, the City has permitted and supports Amazon Data Services, Inc. ("ADS") development of data centers on property abutting Lind Road; and

WHEREAS, City of Umatilla "City," owns a portion of Lind Road; and

**WHEREAS**, City and ADS have executed partnership agreements previously that provide for both parties to work to accomplish the installation of both a sanitary sewer pipeline and an industrial waste water pipeline; and

**WHEREAS**, according to said agreements, ADS is constructing and installing both pipelines and after acceptance by City, shall transfer ownership and operations of each line to the City, and

WHEREAS, City has determined that it is in the best interest of the City to have installed a sanitary sewer line and an industrial waste water line along Lind Road to serve ADS and potential future connectors to either system, and

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

1. The City Manager is authorized to sign BPA's Land Use Agreement, BPA Case No.: 20190332, by and between the United States of America, Department of Energy, Bonneville Power Administration and the City of Umatilla.

**PASSED** by the City Council and **SIGNED** by the Mayor this 17<sup>th</sup> day of December 2019.

	Mary Dedrick, Mayor	
ATTEST:		
Nanci Sandoval, City Recorder		



## Department of Energy Bonneville Power Administration 2211 North Commercial Avenue Pasco, WA 99301

November 26, 2019

BPA Case No.: 20190332

Tract Nos: AEV-63A-A-1R1, ARM-64-A-2, M-PE-3-A-3, ARG-14-X-D, M-PE-3-X-2A

Line Names: Lower Monumental-McNary No. 1

McNary-Pendleton Line

(operated as McNary-Roundup No.)

Calpine-McNary No. 1

ADNO Nos: 9254, 9263, 9215

Location: 77' AOL of Structure No. 64/2 and 360' BOL of Structure No. 64/2

280' BOL of Structure No. 14/5 and 635' AOL of Structure No. 14/4 270' AOL of Structure No. 3/4 and 360' BOL of Structure No. 3/5

Stationing: 149+87 - 145+50, 146+61 - 146+62, 148+10 - 148+40

#### LAND USE AGREEMENT

Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and City of Umatilla ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

The NW1/4NW1/4, SW1/4NW1/4 of Section 15, and the SE1/4NE1/4, of Section 21, and the SW1/4NW1/4 of Section 22, all in Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, State of Oregon, as shown on the attached segment of BPA Drawing No. 262519, marked as Exhibit B and segment of BPA Drawing No. 260653, marked as Exhibit C.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for two underground sewer force mains to include, one (1) - six inch (6") PVC sanitary sewer line and one (1) - ten inch (10") PVC non-contact cooling water line ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the location shown on Exhibit B and C, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

- 1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
- 2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.
- 3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
- 4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
- 5. Holder acknowledges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
- 6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
- 7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
- 8. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
- 9. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 30 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.
- 10. A copy of this Agreement shall be physically located at Holder's project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.

Case No.: 20190332

143

- Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit A, attached hereto and made a part hereof.
- 12. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA Easement Area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.
- Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
- 14. Holder's contact information:

City of Umatilla NAME: ADDRESS: PO Box 130

Umatilla, OR 97882

PHONE: (541) 922-3226

Construction contractor information:

NAME: Amazon Data Services, INC

ADDRESS: 81712 Lind Road

Umatilla, OR 97838

PHONE: (541) 303-2380

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

Case No.: 20190332

144

3

This Agreement becomes effective upon the signature of all parties.		
Holder	Date	
Print Name		
Title (if applicable)		
THIS AGREEMENT IS HEREBY AUTHOR	RIZED:	
Realty Specialist Bonneville Power Administration	Date	

NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact a ("BPA Representative") by telephone at (503) 230-5510 or send written correspondence to the address listed at the top of this Agreement.

Case No.: 20190332

145

### Exhibit A

### ADDITIONAL TERMS AND CONDITIONS

- 1. The underground sewer force mains (sanitary sewer line and non-contact cooling water line) shall maintain a minimum horizontal clearance of <u>50</u> feet to the point where steel lattice tower legs and concrete foundations enter the earth. A horizontal clearance of <u>25</u> feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
- 2. Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
- 3. Any portion of Holder's Facility constructed within BPA's Easement Area shall be designed and built to withstand HL-93 loading for BPA's heavy vehicles.
- 4. Bury and maintain the sewer force mains (sanitary sewer line and non-contact cooling water line) to a depth of 36 inches to meet BPA requirements.
- 5. Mark the location of the underground sewer force mains (sanitary sewer line and non-contact cooling water line) with permanent signs and maintain such signs where they enter and leave BPA's Easement Area, and at any angle points within BPA's Easement Area.
- 6. Construction equipment shall maintain a minimum distance of 20 feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means. If there is the possibility that any equipment can encroach on this distance, then a safety watcher will be required.
- 7. Holder shall not obstruct access to BPA's transmission line system. BPA personnel and/or its contractors must have access the transmission line system at all times.
- 8. BPA Easement shall be returned to its original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the Easement use shall be repaired at the applicant's expense.
- 9. Notice: Nuisance shocks may occur within BPA's Easement Area. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.

Case No.: 20190332

Tract No.: AEV-63A-A-1R1, ARM-64-A-2, M-PE-3-A-3, ARG-14-X-D, M-PE-3-X-2A

Mayor and Council: City of Umatilla PO BOX 130 Umatilla, OR 97882

I Gabriela Gonzalez	, requestappointment re-appointment to:	
Planning Commission	Library Board	
Budget Committee	Transient Room Tax Committee	
Parks & Recreation Committee	Tree Board Committee	
Code Enforcement Board	City Council	
I have lived in Umatilla for years. Additional qualifications:  Lam detail oriented driven, organized  and like to be involved in library and  community events lam also a very  creative person who is able to come  up with fresh ideas.		
Address:	Phone Numbers	
vmatilla, or 97882	E-mail Address.	
Signature	11/5/19	
(g	Date	

Planning Commission - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks and boulevards, relief of traffic congestions, betterment of housing and sanitation conditions, and establishment of zones of districts limiting the use, height, area and bulk of building and structures. For more information please see Title 2 Chapter 1 Section 7 of the City of Umatilla code book.

Library Board - 5 resident voters within the urban growth boundary of the City, the City Manager, Mayor, and Librarian may serve on the board as ex officio members. The Board may: make recommendations to the

Revised: 11/16/2017

Date 11/18/2019

Mayor and Council City of Umatilla PO Box 130 Umatilla, OR 97882

Mayor and Council:	
I, Isis M. Ilias	, request appointment to:
Planning Commission	Library Board
Budget Committee	Transient Room Tax Committee
Parks & Recreation Committee	Tree Committee
City Council	Code Improvement Board
I have lived in Umatilla for 10 years and am a qualifications:  Love for the library  Storytime for 5 years.  Currently employed at	
Storytime for 5 years.	Foster parent.
Currently employed at	Umatilla School District
as the family Liaison.	
Address:	Home Phone:
umatilia OR 97882	Work Phone:
E-mail Address:	9
Signature	

Mayor and Council: City of Umatilla PO BOX 130 Umatilla, OR 97882

I	Ivan Gutierrez	, requestappointment re-appointm	ent to:
	Planning Commission	Library Board	
	Budget Committee	Transient Room Tax Committee	
]	Parks & Recreation Committee	Tree Board Committee	
	Code Enforcement Board	City Council	
I have liv	ved in Umatilla for 10 years. Addi		
Address:	**	Diago Novel and	
riddross.	£ 1	Phone Number:	
A	ound +119 015 91001	E-mail Address:	
_{_	Cata	11/12/19	
	Signature	Date	

Planning Commission - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks and boulevards, relief of traffic congestions, betterment of housing and sanitation conditions, and establishment of zones of districts limiting the use, height, area and bulk of building and structures. For more information please see Title 2 Chapter 1 Section 7 of the City of Umatilla code book.

Library Board - 5 resident voters within the urban growth boundary of the City, the City Manager, Mayor, and Librarian may serve on the board as ex officio members. The Board may: make recommendations to the

Revised: 11/16/2017

### CITY OF UMATILLA, OREGON

### **AGENDA BILL**

### **Agenda Title:**

Resolution 33-2020. A Resolution Authorizing the City Manager to sign the First Addendum to the Oregon Strategic Investment Program (SIP) Agreement between City, Umatilla County, and Amazon Data Services, Inc.(ADS), formerly known as Vadata, Inc.

### **Meeting Date:**

2019-12-17

Department:	<u>Director:</u>	Contact Person:	Phone Number:
City Administration	David Stockdale	Dave Stockdale	

Cost of Proposal:	Fund(s) Name and Number(s):
n/a	General Fund - 01
Amount Budgeted: n/a	

Reviewed by Finance Depart	tment:	Previously Presented:
Yes		n/a

### **Attachments to Agenda Packet Item:**

Resolution 33-2020 SIP Amendment1.docx SIPAddendum-CountyExecuted-20191206113148.pdf

### **Summary Statement:**

As part of the SIP Agreement with ADS, the in lieu payments are for up to five buildings, with additional payment amounts required for any additional building over five. ADS is planning to add additional smaller buildings in 2020 to support their larger and original buildings associated with the SIP and Greater Umatilla Enterprise Zone, and is requesting that these be excluded from the SIP Agreement, is not seeking Enterprise Zone benefits, to not be included in the in lieu payment, and instead be placed on the standard ad valorem tax roles.

Umatilla County approved this request at their November 26, 2019 Board Meeting.

Suggested Action: Motion to Approve Addendum to SIP Agreement to exclude smaller buildings in 2020.

### **Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

#### **RESOLUTION NO. 33 – 2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE FIRST ADDENDUM TO THE OREGON STRATEGIC INVESTMENT PROGRAM (SIP) AGREEMENT BETWEEN CITY, UMATILLA COUNTY, AND AMAZON DATA SERVICES, INC. (ADS), FORMERLY KNOWN AS VADATA, INC.

**WHEREAS**, the City of Umatilla (City) has permitted and supports Amazon Data Services, Inc. (ADS) development of data centers; and

**WHEREAS**, City, Umatilla County (County), and ADS are parties to that certain Oregon Strategic Investment Program (SIP) Agreement dated August 29, 2017; and

**WHEREAS**, City, County, and ADS desire to clarify the additional data center facilities included within the Project, and subject to exemption under the terms of the SIP; and

**WHEREAS,** City, County, and ADS hereby acknowledge and agree that such investments and facilities that do not constitute additional data centers will be excluded from the SIP, and not subject to exemption under the SIP, and

**WHEREAS,** City, County, and ADS hereby acknowledge and agree that any such additional data center facilities excluded from the SIP will be subject to ad valorem taxation under Oregon Law, and will not be subject to Section 4 of the SIP, and

**WHEREAS**, City has determined that it is in the best interest of the City to execute this First Addendum and all terms and conditions established thereby.

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

1. The City Manager is authorized to sign the First Addendum to the Oregon Strategic Investment Program (SIP) Agreement between the City of Umatilla, Umatilla County, and Amazon Data Services, Inc. (ADS), formerly known as Vadata, Inc.

**PASSED** by the City Council and **SIGNED** by the Mayor this 17<sup>th</sup> day of December 2019.

ATTEST:	Mary Dedrick, Mayor	
Nanci Sandoval, City Recorder		

### FIRST ADDENDUM TO THE OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

This First Addendum to the Oregon Strategic Investment Program Agreement (this "Addendum") is made and entered into as of December 18, 2019 (the "Addendum Effective Date") by and among Umatilla County, a political subdivision of the State of Oregon (the "County"), the City of Umatilla, a municipal corporation (the "City"), and Amazon Data Services, Inc., formerly known as Vadata, Inc. (the "Company").

#### WITNESSETH:

WHEREAS, the County, the City, and the Company are parties to that certain Oregon Strategic Investment Program Agreement dated August 29, 2017 (the "Agreement").

WHEREAS, by resolution adopted on September 29, 2017 (Resolution SIP-17-04), the Oregon Business Development Commission determined that the real and personal property constituting the Project (as defined in the Agreement) was approved for exemption pursuant to ORS 285C.600 to 285C.635;

**WHEREAS**, the County, the City, and the Company desire to clarify the additional data center facilities included within the Project, and subject to exemption under the Agreement.

WHEREAS, the parties hereby acknowledge and agree that, due to their anticipated building design specifications, certain investments and facilities will not constitute additional data center facilities included in the Project.

WHEREAS, the parties hereby acknowledge and agree that such investments and facilities that do not constitute additional data centers will be excluded from the Project, and not subject to exemption under the Agreement.

WHEREAS, the parties hereby acknowledge and agree that any such additional data center facilities excluded from the Project will be subject to ad valorem taxation under Oregon law, and will not be subject to Section 4 of the Agreement.

WHEREAS, the parties hereby agree this Addendum is necessary to clarify certain provisions of the Agreement and address the administration of the SIP exemption.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

#### **ADDENDUM**

- 1. Section 1.4 of the Agreement is deleted in its entirety and replaced with the following:
  - 1.4 The Project shall not include:



- (a) any "existing property," defined as property previously owned or leased by the Company at any location prior to the OBDD's receipt of the SIP Application;
- (b) any investment outside of the geographic confines described above;
- (c) any expenditure deemed not to constitute a component of an "eligible project" pursuant to the administrative rules of the OBDD;
- (d) any investments in a data center facility that does not exceed 15,000 square feet and that is issued a certificate of occupancy between January 1, 2020 through December 31, 2020.
- 2. Entire Agreement. This Addendum contains the entire understanding of the parties regarding the subject matter of this Addendum. Except as specifically provided herein, all terms and provisions contained in the Agreement shall remain unchanged and in full force and effect as written for the duration of the Agreement.
- 3. <u>Counterparts</u>. This Addendum may be executed by the signing of counterparts. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument. Signatures transmitted by telecopy or electronic mail shall be binding as originals.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Addendum in duplicate effective the Addendum Effective Date.

UMATILLA COUNTY	
Geor Mark	- WINDOWERS UMAN
County Commissioner	- IIIISSIO
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County Commissioner	5
County Commission	JO OR OF ORES
CITY OF UMATILLA	
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	<del>-</del>
<i>ii</i>	
AMAZON DATA SERVICES, INC.	
Ву:	<b>—</b> :
Name:	=:
Гitle:	_
Date:	



Page 3 of 3

### CITY OF UMATILLA, OREGON

### **AGENDA BILL**

Agenda Title:	Meeting Date:
Downtown Revitalization Grant - Harvest Foods	2019-12-17

Department:	Director:	Contact Person:	Phone Number:
Community Development	David Stockdale	Esmeralda Horn	541-922-3226

Cost of Proposal:	Fund(s) Name and Number(s):
\$14,985.00	General Fund - 01
Amount Budgeted: \$23,500.00	

Reviewed by Finance Department:	Previously Presented:
Yes	NA

### **Attachments to Agenda Packet Item:**

DTRG App-Harvest Food.pdf

### **Summary Statement:**

Columbia Harvest Foods has submitted a grant request for reimbursement of the restoration of The Cowboy. Attached you will find the application submitted. This is an application for round 2 of the FY 19-20 distribution. The total project cost is \$19,980.

Suggested Action: The Community Development Department has reviewed the application and is recommending funding the project at the maximum grant award amount of 75% of the total project cost, or \$14,985.

Motion to award grant at \$14,985

### **Consistent with Council Goals:**

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



### City of Umatilla Downtown Revitalization Grant Program

Welcome to the City of Umatilla Downtown Revitalization Grant Program. This program is available to commercial and mixed-use buildings in the Downtown District. The city has set aside funds to provide up to <u>\$26,500 annual match</u> for eligible improvements.

#### **Application Process:**

To apply for a grant, review and complete Sections 1 thru 8 of the application. Grants will be accepted for submitted twice yearly (May 15<sup>th</sup> to May 31<sup>st</sup> and November 15<sup>th</sup> to November 31<sup>st</sup>). This application must be submitted and approved PRIOR to work commencing. Submit the completed application to the City of Umatilla, Community Development Department, 700 6<sup>th</sup> St Umatilla, OR or via email to Esmeralda Horn at: esmeralda@umatilla-city.org

Section 1 – Applicant Information Section 2 – Project Information

Section 3 - Submittal List

Section 4 - Grant Request and Approval Process

Section 5 – Grant Funds Distribution Process

Section 6 – Signature

# City of Umatilla Downtown Revitalization Grant Program Application Section 1 – Applicant Information

Section 1 – Applicant Information		
Company/Business Name: CULUMBIA HURNEST FOODS LUC		
Address of Subject Property: 1411 6TH ST UMATILE A. DR. 97982		
Assessor Tax Lot Number: MAP & 5N2811AC TAX LOT 101		
Mailing Address: PO 804 199 UMATINA, OR 97887		
Contact Person: DAVE MEATE Email Address: COWNIBLA HAKUEST FOURSE WILLOW. COM		
Phone Number: 541-912-3001 Fax Number: 541-912-3155		
Applicant is the: ⊔ Building Owner		
Building Owner Information (if different from applicant):		
Owner Name: 316 COWBOY LIC		
Mailing Address: 1600 TEFFELSON ST. N.E. SALEM OL 97301-7968		
Contact Person: They Mclowal Email Address:		
Phone Number: <u>C-971-304-6888</u> Fax Number:		
Signature of Building Owner indicating consent for improvements:		

Section 2 – Project Information
Project Start Date: 10/19/19 Anticipated Completion Date: 1/1/19
Estimated Budget for Proposed Project:\$ _ 19,980.00
A general description of the overall project scope is appreciated (here). Also, applicants are encouraged to prepare a written response to the approval criteria.
Will you be using a contractor for this project? УYes ⊔ №
If yes, please supply the following contractor information:
Contractor Business Name: CASCADE SIGN FAGE CATION
Address: 6001 W DESCHUTES AND REMOVEWICK, WA 99376
Contact Person: CJ BLACKMAN Phone Number: 509-930-1246
Attach a copy of the cost estimate from the contractor Note: At least one competitive bid must be provided for service estimates greater than \$500.00. For projects that do not use a contractor, only materials will be reimbursed (not labor or tools).
Section 3— Submittal List
Please attach copies of the required submittals to this application.
☐ Photographs clearly showing existing conditions of the building to be improved.
<ul> <li>Drawings or sketches showing the proposed improvement(s) on the building and placement of other features around the building, if applicable.</li> </ul>
$\square$ Exact color samples of paint and other materials to be used for the proposed improvement(s).
□ Cost estimate for the project (itemized).
<ul> <li>Written statement explaining how proposed changes demonstrate compliance with downtown design standards.</li> </ul>
Section 4 – Grant Request and Approval Process
Estimated total budget for proposed project (listed in Section 3): \$ 19,980.00
Portion of estimated budget that qualifies: $$19.960.00 \times .25 = $4995.00$
Total Grant Amount Requested (not to exceed \$26,500):
<ul> <li>Approval Process:</li> <li>Upon receipt of a completed application, a three (City Council will review the application and will make a decision shortly after the submittal deadline date. Staff may contact you ahead of the deadline to clarify the project scope.</li> <li>Approval is based upon: 1) Readiness to proceed, 2) visual prominence of the building/location, 3) ability to demonstrate compliance with applicable building design standards 4) restoration of historical elements (if applicable) and 5) leverage of other project funds as available.</li> <li>Conditions of Approval may be applied to ensure compliance with the code standards of the Downtown district, which may be identified as part of the Grant Approval Agreement.</li> <li>Staff may choose to forward an application to the City Council forreview.</li> </ul>

Grant recipients are required to sign the agreement before construction begins.

recommendations for steps that may be taken to receive approval.

If an application is not approved, the City of Umatilla will provide a written explanation and may include

### Section 5 – Grant Funds Distribution Process

- Funds are limited to the annual budget process (\$50,000 total amount available in FY 19-20)
  - (1) No more than 80% of the annual program budget can be spent in Round 1
  - (2) All remaining budgeted funds may be awarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%. Applicants can request a larger personal match, if desired
- Maximum Grant Award Not to Exceed \$26,250
- All awards from the City Council are final.
- Recipients will receive a Notification of Award from CDD upon Council approval
- Grant monies will be issued after project is complete.
- Projects must be completed within 6 months of approval. Upon completion of a project,
- City staff must be contacted for a site inspection. If the staff finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the City shall provide the agreed upon amount of funding.
- If a contractor was used, a copy of the invoice and proof of payment must be provided to the City before funds can be released.
- If a contractor was not used, receipts accompanied by proof of payment must be provided before reimbursement can be issued.
- All receipts must be received within 30 days of project completion.
- Only materials may be reimbursed for projects that do not use a contractor (cost of shipping, tools/machinery and labor are not reimbursable items).
- Funds shall then be disbursed within thirty (30) days from the date invoices are received.
- In order to encourage multiple business to apply and to disperse the distribution across several businesses, no applicant may:
  - (1) Receive more than three awards over the past four years, and
  - (2) Receive more than \$52,500 in total awards over the past four years, and
  - (3) Receive more than two awards per round (applicant may apply for more than one faced grant improvement per round if they can clearly demonstrate that they have two unique improvement projects.

Section 6 - Signature	
I agree that the information provided above and within is accurate and a Signature of Applicant:	correct to the best of my knowledge.  Date:



### PROPOSAL

6001 W Deschutes Ave #618, Kennewick, WA 99336 Phone: 509-735-3801 Fax: 509-783-9028 www.cascade-sign.com

**Job Name** 

10-18-19

**Billing Address:** 

Client: Columbia Harvest Foods 1411 6th St | Umatilla, OR 97882 541-922-3001 Job Location:

Same

Thank you for providing us with the opportunity to bid on your signage project! Cascade Sign and Fabrication is pleased to propose the following services:

### Sign A: Manufacture and install new graphics panels for existing double-face "cowboy" sign:

Paper patterns of sign sections have been created (currently in CS&F Kennewick shop). Estimate includes hand re-creation of all graphics to vector artwork, sized to existing pattern configurations. Hand-cutting new 3mm Dibond aluminum panels to each patterned shape. Printing and application of new digitally-produced graphics with UV-resistant clear protective laminate. Removal of all existing plastic sign panels from location and minor preparation of sign surface. Installation of all new aluminum graphics panels with appropriate hardware.

NOTE: This estimate assumes all base plywood panels are in good serviceable condition, and that all seams are secure. Assumes no additional work or repair to structure will be necessary. Any additional unforseen requirements will be addressed with and approved by client prior to proceeding.

\$19.980.00

### NOTE: This preliminary pricing excludes local sales tax, any required costs for permitting and acquisition charges

- A percentage of the total will be required as deposit (determined at signing)
   The balance is due at time of installation
- An additional 3% charge is required for Visa or Mastercard payments
- Power must be delivered from service panel to the proposed sign location by client's electrician

We look forward to working with you! Sincerely,

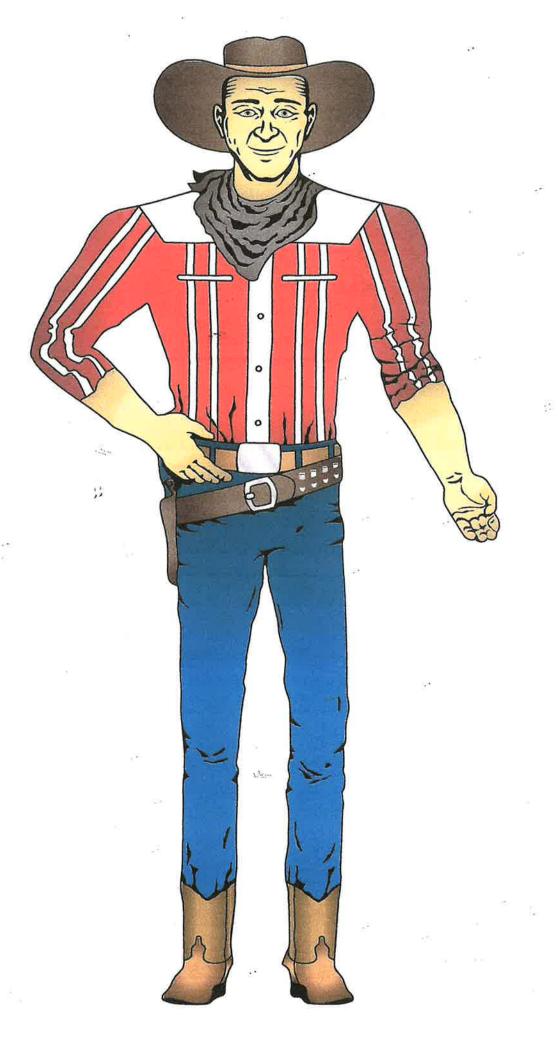
CJ Blackman, Cascade Sign & Fabrication

This Sales Agreement is made between Cascade Sign & Fabrication (Seller) and the undersigned (Purchaser) for the collective products and/or labor (Signage) outlined in this contract. The Total Price amount shown excludes sales tax, any required permit costs, engineering costs, or additional insured (if applicable), which will be billed as extra. Any deviation(s) from the above work description involving extra cost of material(s) and/or labor will only be executed upon written orders for the same, and will become an additional charge over and above the proposed amount. Additional agreements must be made in writing. The Purchaser is responsible for delivering power to the proposed sign location as determined by Seller. Fifty percent (50%) deposit is due prior to fabrication. Payment of the full remaining balance is due prior to installation of Signage, unless Seller gives written approval for Purchaser to be billed, in which case the balance shall be due no later than 30 days from date of invoice. There shall be assessed and immediately due a monthly charge equal to 1.5% per month or 18% per annum on all payments not fully made on their due date. Purchaser shall be liable to Seller for all costs of collection incurred by Seller as a result of Purchaser's breach(s) hereof to include but to be limited to Seller's reasonable attorney's fees and expenses of repossession and sale. Venue for any suit initiated to enforce the terms of this Agreement lay in Yakima County, WA. The Signage described herein shall remain personal property of Seller, irrespective of any physical attachment of the Display(s) to real property and the Purchaser shall neither convey nor encumber without the prior written approval of the Seller.

Authorized Signature (Purchaser)

- Dan Made

Date 10/19/19





PLEASE NOTE: THIS IS YOUR SIGNATURE OF AUTHORIZATION. As such, you agree to have verified the accuracy of all graphics shown with respect to sizes and content, that the specifications represented are correct and meet your order requirements exactly, and officially authorize this document for release find production.

10-23-19 Rev #-Date

Designer SKR

columbia\_harvest\_cowboy\_01 Columbia Harvest Cowboy 1411 6th St, Umatilia, OR CJ Blackman Salesperson File No.

Client / Job Name

Www.cascade-sign.com est Mead, Yakima, WA 98902 Pho (C) 9) 972-8039 Fax: (509) 972-8332

### Cowboy...Updated Quote

### signsnow129@frontier.com

Mon 10/13/2014 2:33 PM

To:calvin <calvinmeade@live.com>;

1 attachments (20 KB)

Columbia Harvest Foods.doc;

#### Hi Calvin,

I just thought I would follow up with you and see if you have had any luck getting your sign registered as a landmark. I did work up a new quote for you which I think will work out better for you than what you have now. The proposal is attached for you to look at. In the proposal I recommend replacing the existing acrylic faces with an aluminum/plastic composite. This is two sheets of aluminum bonded together with a thermoplastic core. It works very well for outdoor applications and has very high weather resistance. It will last longer than the acrylic faces and is less expensive than acrylic. We will then print the cowboy on vinyl sheets which will be applied to the composite material. The vinyl will be laminated to provide it with UV protection.

I also saw that you were asking about reader board letters. You said that you wanted 129 letters that were 11 7/8". Our letters generally come in sets of 100 or 200. We could do individual letters if that is what you want, but it may be cheaper to just purchase a set. Let me know what you want to do and I will get you some prices. If you need more info just let me know.

Thanks,

Jason

Signs Now 627 N Kellogg, Suite A Kennewick, WA 99336 509-783-8718

www.signsnowtricities.com

Click here to sign up for our Quarterly Newsletter!

#### **OUR PROOF & PRODUCTION POLICY**

At Signs Now, we take pride in precision - but the final examination for accuracy is your responsibility. Before giving approval, please examine all proofs carefully for the accuracy of information presented including spelling, punctuation, numbers, graphics, colors, sizes and general layout.

Our normal production cycle will begin from the date approval is received. A 50% deposit or credit card information is required for all orders to begin production unless otherwise indicated.

All designs are property of Signs Now and are protected under copyright law. Use of designs without Signs Now permission may result in design charges of up to \$500.

October 13, 2014

Calvin Meade Columbia Harvest Foods 1411 6<sup>th</sup> St. Umatilla, Or 97882

Re: Cowboy Sign

We propose to remove existing acrylic panels, and bring back to our shop. We will use existing panels to create templates and recreate shaped panels from an aluminum/plastic composite. We will overlay the composite material with a digitally printed recreation of the cowboy which will be laminated for UV protection. We will then install the new panels and cover all fasteners.

Total Cost of Proposal: \$9843.32

Terms: PO with order and balance net 10 days after installation is complete

Because of constantly changing material costs, this quote will be withdrawn from us if not accepted within 30 days.

Thank you for giving us the opportunity to quote this signage. Please call if you have any questions.

Sincerely,

Jason Buchanan

### CITY OF UMATILLA, OREGON

### **AGENDA BILL**

Agenda Title:	Meeting Date:
Downtown Revitalization Grant-REECE	2019-12-17
Complete Security Solutions	

Department:	Director:	Contact Person:	Phone Number:
Community Development	David Stockdale	Esmeralda Horn	541-922-3226

Cost of Proposal: \$8515.00	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: \$23,500.00	

Reviewed by Finance Department:	Previously Presented:
Yes	NA

### **Attachments to Agenda Packet Item:**

DTRG App-Reece.pdf

### **Summary Statement:**

REECE Complete Security Solutions has submitted a grant request for reimbursement of the facade restoration of the building located at 611 SW 6th St. Attached you will find the application submitted. The total project cost was \$35,000. This is an application for round 2 of the FY 19-20 grant distribution.

Suggested Action: The Community Development Department has reviewed application and recommends funding the project at \$8,515, which is the total remaining in the grant program for this fiscal year.

Motion to award grant at \$8,515.

### **Consistent with Council Goals:**

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



### City of Umatilla Downtown Revitalization Grant Program

Welcome to the City of Umatilla Downtown Revitalization Grant Program. This program is available to commercial and mixed-use buildings in the Downtown District. The city has set aside funds to provide up to \$26,500 annual match for eligible improvements.

### **Application Process:**

To apply for a grant, review and complete Sections 1 thru 8 of the application. Grants will be accepted for submittal twice yearly (May 15th to May 31st and November 15th to November 31st). This application must be submitted and approved PRIOR to work commencing. Submit the completed application to the City of Umatilla, Community Development Department, 700 6th St Umatilla, OR or via email to Esmeralda Horn at: esmeralda@umatilla-city.org

**Section 1** – Applicant Information **Section 2** – Project Information

Section 3 - Submittal List

Section 4 - Grant Request and Approval Process

Section 5 - Grant Funds Distribution Process

Section 6 - Signature

## City of Umatilla Downtown Revitalization Grant Program Application

Section 1 – Applicant Information		
Company/Business Name: RFI Electronics, Inc - Oregon dba REECE Complete Security Solutions		
Address of Subject Property: 611 SW 6th St, Umatilla, OR 97882		
Assessor Tax Lot Number:		
Mailing Address: 25977 SW Canyon Creek Rd, Ste E, Wilsonville, OR 97070		
Contact Person: Gina Reece	_Email Address: emilyh@rcss.us	
Phone Number:		
Applicant is the: X Bullding Owner		
Building Owner Information (if different from applicant):		
Owner Name:		
Mailing Address:		
Contact Person:	Email Address:	
Phone Number:	_Fax Number:	
Signature of Building Owner indicating consent forimprovements:		

Section 2 – Projec	ct Information
MILE	ted Completion Date: <u>9/1/2019</u>
Estimated Budget for Proposed Project: \$ 35,000	
A general description of the overall project scope is apprec prepare a written response to the approval criteria.	ciated (here). Also, applicants are encouraged to
Will you be using a contractor for this project? XYes □ N	b
If yes, please supply the following contractor information:	
Contractor Business Name: Hess Digging & Demo, LLC	
Address: 81765 Harbor Lite Dr, Umatilla, OR 97882	
Contact Person: James Hess Pho	one Number: 208-284-1348
Attach a copy of the cost estimate from the contractor Note: At least one competitive bid must be provided for serv do not use a contractor, only materials will be reimbursed (no	rice estimates greater than \$500.00. For projects that ot labor or tools).
Section 3– Sub	omittal List
Please attach copies of the required submittals to this applie	cation.
$ oldsymbol{2} $ Photographs clearly showing existing conditions of	of the building to be improved.
<ul> <li>Drawings or sketches showing the proposed impre features around the building, if applicable.</li> </ul>	ovement(s) on the building and placement of other
☐ Exact color samples of paint and other materials	to be used for the proposed improvement(s).
🗹 Cost estimate for the project (itemized).	
ស់ Written statement explaining how proposed char design standards.	nges demonstrate compliance with downtown
Section 4 – Grant Request	and Approval Process
Estimated total budget for proposed project (listed in Sectio	on 3): \$ 45,000
Portion of estimated budget that qualifies:	\$45,000 x .25 = \$11,250 33 150
Total Grant Amount Requested (not to exceed \$26,500):	\$11,250 210,500
<ul> <li>Approval Process:</li> <li>Upon receipt of a completed application, athree (City Counce shortly after the submittal deadline date. Staff may contact ye.</li> <li>Approval is based upon: 1) Readiness to proceed, 2) visual process for the project funds as available.</li> </ul>	ou ahead of the deadline to clarify the project scope. ominence of the building/location, 3) ability to demonstrate

Conditions of Approval may be applied to ensure compliance with the code standards of the Downtown district, which may be identified as part of the Grant Approval Agreement.

If an application is not approved, the City of Umatilla will provide a written explanation and may include recommendations for steps that may be taken to receive approval.

Staff may choose to forward an application to the City Council forreview.

Grant recipients are required to sign the agreement before construction begins.

170

### Section 5 – Grant Funds Distribution Process

- Funds are limited to the annual budget process (\$50,000 total amount available in FY 19-20)
  - (1) No more than 80% of the annual program budget can be spent in Round 1
  - (2) All remaining budgeted funds may be awarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%. Applicants can request a larger personal match, if desired
- Maximum Grant Award Not to Exceed \$26,250
- All awards from the City Council are final.
- Recipients will receive a Notification of Award from CDD upon Council approval
- Grant monies will be issued after project is complete.
- Projects must be completed within 6 months of approval. Upon completion of aproject,
- City staff must be contacted for a site inspection. If the staff finds that the project complies with all standards and
  conditions above and with the pre-approved plans submitted with the application, the City shall provide the agreed upon
  amount of funding.
- If a contractor was used, a copy of the invoice and proof of payment must be provided to the City before funds can be released.
- If a contractor was not used, receipts accompanied by proof of payment must be provided before reimbursement can be issued.
- All receipts must be received within 30 days of project completion.
- Only materials may be reimbursed for projects that do not use a contractor (cost of shipping, tools/machinery and labor are not reimbursable items).
- Funds shall then be disbursed within thirty (30) days from the date invoices are received.
- In order to encourage multiple business to apply and to disperse the distribution across several businesses, no applicant may:
  - (1) Receive more than three awards over the past four years, and
  - (2) Receive more than \$52,500 in total awards over the past four years, and
  - (3) Receive more than two awards per round (applicant may apply for more than one faced grant improvement per round if they can clearly demonstrate that they have two unique improvement projects.

Section 6 - Si	gnature
I agree that the information provided above and within is accurate and correct to the best of my knowledge.  Signature of Applicant.  Date: 5/7/19	
signature of Applicants	Date: _Of 11.1

### **HESS DIGGING & DEMO LLC**

81765 Harbor Lite Dr. Umatilla, Or 97882

OR License #214686

August 3, 2019

REECE COMPLETE SECURITY SOLUTIONS 25977 SW CANYON CREEK RD, STE. E WILSONVILLE, OR 97070

ADDENDUM # 1	
Change order to Upgrade from Wood Man Deadbolt & Lever:	door to Steel Man door & Frame with
Additional Price added to Contract:	\$420.00
ACCEPTANCE OF DIA	DATE



Upstream Electric LLC 30039 Copper Lane Hermiston, Oregon 97838 (541)571-5055 upstreamelectric@hotmail.com Licensed & Bonded OR CCB #196522

### **Proposal**

Date: 07/14/19

To: Reece Complete Security Solutions Attn: Larry Romaine (503)682-9900

25977 SW Canyon Creek Rd. Suite E

Wilsonville, OR. 97070

Project: Remodel

We purpose to provide labor and material for the remodel at 611 6<sup>th</sup> Street Umatilla with the following electrical items:

- Associated demo, receps, front lights, etc.
- 30amp RV outlet at NE corner of building
- Provide and install 15 LED troffers
- Provide and install 6 LED strip fixtures
- Extend nearest circuit and install 8 duplex outlets and 3 double duplex outlets
- Provide and install 3 5' sections of plug mold/wire mold
- Rear entrance lighting outlet only
- Electrical permit

Excludes patching/painting of building surface and any other items not listed.

Our bid for the project is \$11,080.00

If there are any questions, please call.

Upstream Electric LLC

Josh Walton, Owner

Date:

### HESS DIGGING & DEMO LLC

#### UMATILLA, OR 97882

#### OR Lic# 214686

**JULY 18, 2019** 

REECE COMPLETE SECURITY SOLUTIONS 25977 SW CANYON CREEK RD, STE. E WILSONVILLE, OR 97070

JOB SCOPE: DEMO

**EXTERIOR:** 

REMOVE AWNING ON FRONT OF BUILDING:

REMOVE SIGN AND BRACING ON FRONT OF BUILDING:

REMOVE ROOF OVERHANG AND SIDING DOWN TO BRICK FACIA:

INTERIOR: RM#1

REMOVE PEG BOARD PANELING: REMOVE CABINETS & FLOOR BASE:

RM#2 REMOVE PARTITION WALLS; REMOVE PEG BOARDS:

EAST RM: REMOVE PANELING AND CIRCUIT BOARD:

BATHROOM: REMOVE COUNTER TOP AND SINK:

**CONSTRUCTION:** 

RM#1 FIR OUT WEST WALL WITH 2X4 16"OC

RM#2 FIR OUT WEST WALL WITH 2X4 16" OC

REPAIRS:

EAST AND WEST WALL WINDOWS; FILL IN WITH CMU BLOCKS & MORTAR

REPAIR HAND RAILS ON STAIRS:

TENTATIVE REPAIRS TO FRONT OF BUILDING AFTER REMOVAL OF AWNING & SIDING

(\$2,000.00 ALLOWANCE)

DRYWALL: INSTALL 1/2 REG. GYPSUM WALLBOARD ON FURRED WALLS

TAPE 1st COAT, 2nd & 3rd COAT

SAND AND TOUCH UP

PREPRIME & SPRAY & TEXTURE

REMOVE AND INSTALL 10 X 8 COMMERCIAL INSULATED 30 GAUGE OVERHEAD

DOOR: \( \sum\_{(\$,1735.00)}

REMOVE AND INSTALL 2/8 X 6/8 FLUSH STEEL MAN DOOR WITH DEAD BOLT 1/2 (\$425.50)

**ELECTRICAL AND CARPET DEMO BY OTHERS:** 

**PERMITS BY OWNER** 

PRICE\_\_\_\_\$20,938.00

30% DOWN AND PROGRESSIVE PAYMENTS

ACCEPTANCE OF BID

DATE 7/23/1

SCHEMATIC ELEVATIONS W/ EXTERIOR FURRING

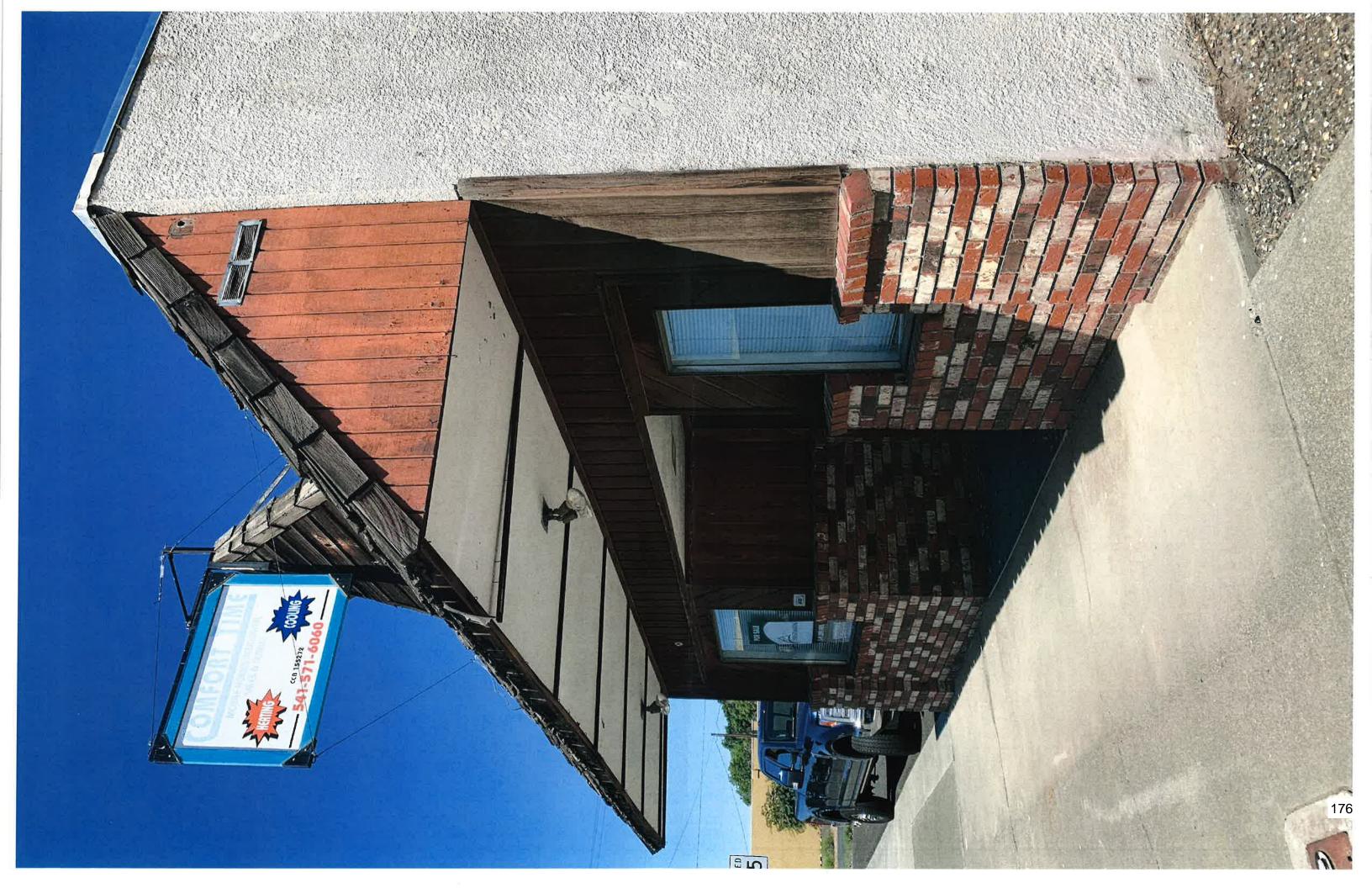
12.14.18 SAT

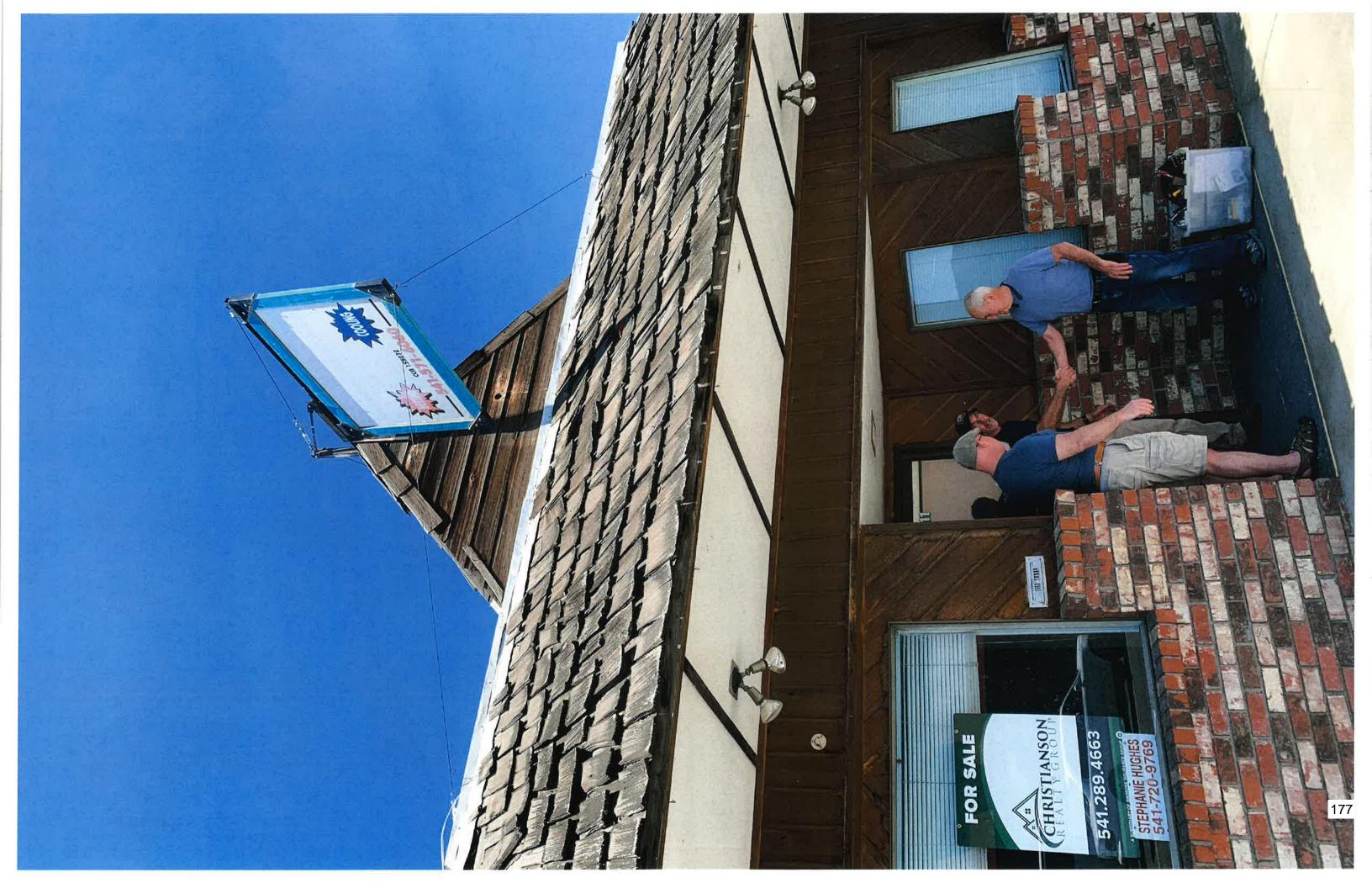
dr wash smoother W. W. O 31'-0' AEE . · 张雅 ◆ CLE UNDER SPRÜCKÜNE 51-0 AEE ◆ 张光· 中 神 CO DON'S SAFERS & A 1777 A 31'-0" AEF. · 家院 ◆ EAST ELEVATION
1"=16' 8 64 m an CLR UNDER STRUCTURE . W. T. W. 31-0-16 SOUTH ELEVATION
1"=16' NORTH ELEVATION 1"=16" R.R WEST ELEVATION
1"=16"

AGID

15885 SW 72ND AVE SUITE 200 PORTLAND, OREGON 97224 TEL: 503.226.1285 FAX: 503.226.1670

REECE SECURITY TIGARD, OREGON







### CITY OF UMATILLA, OREGON

### **AGENDA BILL**

Agenda Title:	Meeting Date:
PERS Employer Incentive Fund Program	2019-12-17
Discussion	

Department:	<u>Director:</u>	<b>Contact Person:</b>	Phone Number:
Finance & Administrative	Melissa Ince	Melissa Ince	
Services			

Cost of Proposal:	Fund(s) Name and Number(s):
510000	General Fund - 01
Amount Budgeted:	
0	

Reviewed by Finance Department:	Previously Presented:
Yes	N/A

### **Attachments to Agenda Packet Item:**

City of Umatilla Employer Rate Projection Tool v2.1.pdf

#### **Summary Statement:**

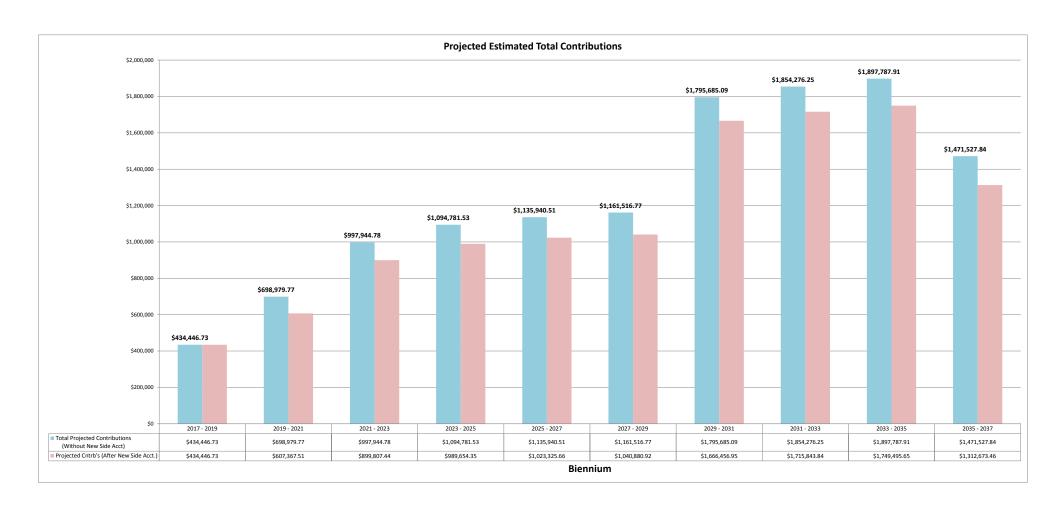
The PERS Employer Incentive Fund (EIF) provides a 25% match up to the greater of an employer's unfunded accrued liability (UAL) or \$300,000. Umatilla's UAL as a percentage of payroll is considerably lower than most of our surrounding PERS participants at 129%, or \$635,717. These matching funds were opened up first to employers with UALs of over 200%. On December 2, 2019 PERS began accepting applications from all employers and received an overwhelming interest. Staff submitted an initial interest application (no obligation) on December 6th to get Umatilla on the waitlist.

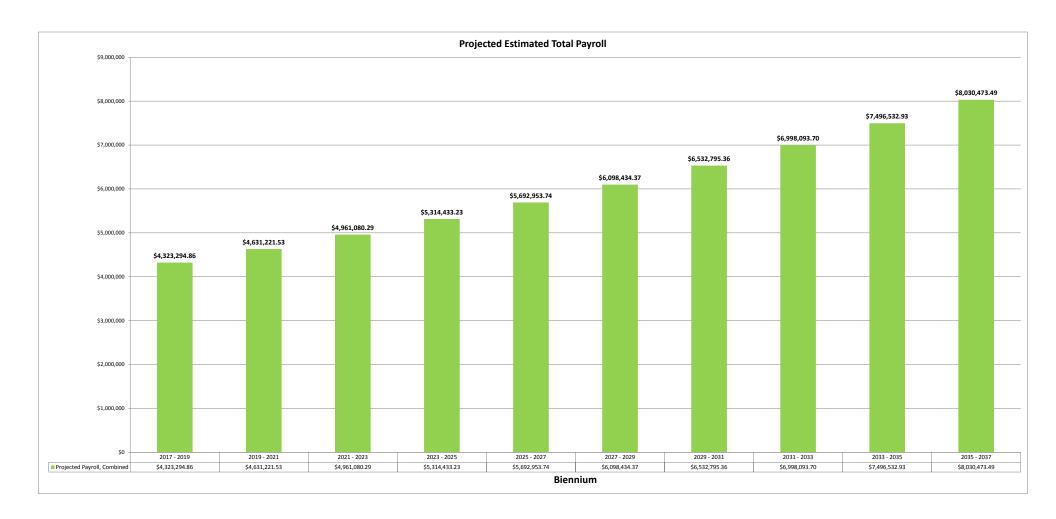
If we contribute \$510,000 (funds to be identified later, but a likely source would be from utilization of the SIP Additional Annual Improvement Payment) PERS would provide a 25% match, or \$127,500, resulting in our UAL falling below 100% (a lower UAL, represents more financially sustainable City funds). As a result, we would see a cumulative contribution reduction through 2037 of approximately \$1.1 million (or more than \$2 in future savings for every \$1 spent today). Staff would like to open up discussion with the Council on the level of support for this program and how to proceed if selected.

#### **Consistent with Council Goals:**

Goal 5: Perform at the Highest Levels of Operational Excellence

			Projected	ER Rate Growth (at 7.20	% Assumed Earnings Ra	te)						
Current Version: 2.1			3.38%	4.38%	5.41%	0.89%	-0.31%	-0.62%	-0.48%	-0.76%	-1.00%	-6.86%
		Biennium	2017 - 2019	2019 - 2021	2021 - 2023	2023 - 2025	2025 - 2027	2027 - 2029	2029 - 2031	2031 - 2033	2033 - 2035	2035 - 2037
December 31, 2017 Combined Valuation Payroll	\$2,161,008.00	Projected Payroll, Combined	\$4,323,294.86	\$4,631,221.53	\$4,961,080.29	\$5,314,433.23	\$5,692,953.74	\$6,098,434.37	\$6,532,795.36	\$6,998,093.70	\$7,496,532.93	\$8,030,473.49
(Optional) 7/1/2019 Side Account Deposit Estimated Amount	\$637,500.00	Assumed Net Annual Wage Growth = 3.50%										
Side Account Rate Relief	0.00%	Eff: 7/1/19, Rate Ends: 2029										
Pre-SLGRP Pooled Liability Rate		Eff: 7/1/19, Rate Ends: 2029										
Transition Liability/(Surplus) Rate		Eff: 7/1/19, Rate Ends: 2029										
	Valuation Payroll	Projected Payroll	\$1,302,811.50	\$1,172,530.35	\$1,055,277.32	\$896,985.72	\$762,437.86	\$648,072.18	\$518,457.75	\$388,843.31	\$272,190.32	\$176,923.7
	\$659,746.00	Projected Contribution Rates	13.42%	19.07%	24.48%	25.37%	25.06%	24.44%	33.15%	32.39%	31.39%	24.53%
Tier One / Tier Two General		Projected Contributions (w/o New Side Account)		223,601.54 \$	258,331.89 \$	227,565.28 \$	191,066.93 \$	158,388.84 \$	171,868.74 \$	125,946.35 \$	85,440.54 \$	43,399.38
Service		Projected Additional Side Account Rate Offset	n/a	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%
		Projected Contributions	\$174.837.30	\$200.407.19	\$237,456.98	\$209,821.60	\$175,984.80	\$145,569.04	\$161,612.90	\$118,254.46	\$80,056.22	\$39,899.58
		(After New Side Account)	\$174,637.30	3200,407.13	3237,430.56	3203,821.00	\$173,564.60	\$143,305.04	\$101,012.50	3110,234.40	\$80,030.22	\$35,655.30
	Valuation Payroll	Projected Payroll	\$548,715.82	\$521,280.03	\$469,152.02	\$422,236.82	\$358,901.30	\$269,175.97	\$188,423.18	\$122,475.07	\$73,485.04	\$40,416.77
	\$276,062.00	Projected Contribution Rates	13.42%	19.07%	24.48%	25.37%	25.06%	24.44%	33.15%	32.39%	31.39%	24.53%
Tier One / Tier Two	, ,,,,	Projected Contributions (w/o New Side Account)		99,408.10 \$	114,848.42 \$	107,121.48 \$	89,940.67 \$	65,786.61 \$	62,462.28 \$	39,669.67 \$	23,066.95 \$	9,914.23
Police/Fire		Projected Additional Side Account Rate Offset	n/a	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%
. 6.166,1.116		Projected Contributions (After New Side Account)	\$73,637.66	\$89,096.43	\$105,567.91	\$98,769.03	\$82,841.08	\$60,461.92	\$58,735.00	\$37,246.94	\$21,613.31	\$9,114.73
	Valuation Payroll	Projected Payroll	\$1.480.035.68	\$1.808.525.12	\$2.138.103.83	\$2,523,844,00	\$2,902,040,46	\$3.277.408.61	\$3.686.615.41	\$4.115.736.18	\$4,553,227,85	\$4,992,184,87
	\$731,266,00	Projected Contribution Rates	5.61%	11.02%	16.43%	17.32%	17.01%	16.39%	25.10%	24.34%	23,34%	16.489
OPSRP	<del>+)=</del>	Projected Contributions (w/o New Side Account)		199,299.47 \$	351,290.46 \$	437,129.78 \$	493,637.08 \$	537,167.27 \$	925,340.47 \$	1,001,770.19 \$	1,062,723.38 \$	822,712.07
General Service		Projected Additional Side Account Rate Offset	n/a	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.989
General Service		Projected Contributions (After New Side Account)	\$83,030.00	\$163,524.23	\$308,995.67	\$387,204.50	\$436,230.53	\$472,335.39	\$852,413.88	\$920,354.97	\$972,653.95	\$723,959.43
Ī	Valuation Payroll	Projected Payroll	\$991,731.86	\$1,128,886.03	\$1,298,547.11	\$1,471,366.69	\$1,669,574.12	\$1,903,777.61	\$2,139,299.02	\$2,371,039.14	\$2,597,629.72	\$2,820,948.14
	\$493,934.00	Projected Contribution Rates	10.38%	15.65%	21.06%	21.95%	21.64%	21.02%	29.73%	28.97%	27.97%	21.119
OPSRP	Ç <del>4</del> 99,934.00	Projected Contribution Rates  Projected Contributions (w/o New Side Account)			273,474.02 \$	322,964.99 \$	361,295.84 \$	400,174.05 \$	636,013.60 \$	686,890.04 \$	726,557.03 \$	595,502.15
Police/Fire		Projected Additional Side Account Rate Offset	n/a	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.98%	-1.989
rolice/rile		Projected Contributions (After New Side Account)	\$102,941.77	\$154,339.67	\$247,786.88	\$293,859.23	\$328,269.25	\$362,514.58	\$593,695.17	\$639,987.46	\$675,172.16	\$539,699.72
		Projected Payroll, Combined	\$4,323,294.86	\$4,631,221.53	\$4,961,080.29	\$5,314,433.23	\$5,692,953.74	\$6,098,434.37	\$6,532,795.36	\$6,998,093.70	\$7,496,532.93	\$8,030,473.4
		Total Projected Contributions (Without New Side Acct)	\$434,446.73	\$698,979.77	\$997,944.78	\$1,094,781.53	\$1,135,940.51	\$1,161,516.77	\$1,795,685.09	\$1,854,276.25	\$1,897,787.91	\$1,471,527.84
Cumulative Contribution Reduction From New Side Account:	\$1,102,934.67	Total Projected Contributions (After New Side Acct)	\$434,446.73	\$607,367.51	\$899,807.44	\$989,654.35	\$1,023,325.66	\$1,040,880.92	\$1,666,456.95	\$1,715,843.84	\$1,749,495.65	\$1,312,673.46





### CITY OF UMATILLA, OREGON

### **AGENDA BILL**

Agenda Title:	Meeting Date:
A Proclamation by the Council and Mayor	2019-12-17
Declaring December 4, 2019 as Judge Theresa M.	
Krogh Day in Umatilla, Oregon	

Department:	<u>Director:</u>	<b>Contact Person:</b>	Phone Number:
City Administration	David Stockdale	Nanci Sandoval	(541) 922-3226x105

Cost of Proposal:	Fund(s) Name and Number(s):
NA	N/A
Amount Budgeted:	
NA	

<b>Reviewed by Finance Department:</b>	Previously Presented:
Yes	NA

### **Attachments to Agenda Packet Item:**

Proclamation 2019 Judge Theresa M Krogh Day.docx

### **Summary Statement:**

Read into the record

### **Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

#### **PROCLAMATION**

#### A PROCLAMATION BY THE COUNCIL AND MAYOR

**WHEREAS**, because of the many important contributions that Judge Theresa M. Krogh has made to the City of Umatilla, she is deserving of special recognition; and

**WHEREAS**, Theresa Krogh began her career with the Umatilla Municipal Court on October 24, 1988, where she took the oath of office as the Court Clerk; and

**WHEREAS**, Theresa Krogh was appointed as the Municipal Judge by the Umatilla City Council on October 24, 1994; and

**WHEREAS**, for over 31 years, Theresa M. Krogh has been committed the City's legal system based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us, and

**WHEREAS**, Theresa Krogh always acted in a manner that promoted public confidence in the integrity and impartiality of the judiciary, and

**WHEREAS**, Theresa's dedication to the City and community extends beyond the Umatilla Municipal Court, including her willingness to assist residents with utility needs and going above and beyond to assist co-workers with daily tasks, and

**WHEREAS**, Theresa's institutional knowledge of the City is an invaluable resource to other City staff.

**NOW, THEREFORE, BE IT PROCLAIMED** by the City of Umatilla Council that December 4, 2019 shall be known, designated, and set aside as

#### Judge Theresa M. Krogh Day

in Umatilla, Oregon in recognition of Theresa's exceptional service, distinguished career and commitment to the City of Umatilla and its residents. The City of Umatilla extends wishes of prosperity, good health, and happiness to Judge Theresa M. Krogh during her retirement years. Her influence and contributions remain alive in our hearts and will impact each of us as we journey to the future.

In witness whereof, I hereunto set my hand and cause the seal of the City of Umatilla, Oregon to be affixed on this 19<sup>th</sup> day of November, 2019.

Mary Dedrick, Mayo	or	