

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
JULY 21, 2020
6:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY MANAGER REPORT**

4.a Police Department Quarterly Report *Suggested Action: Report & Discussion*

4.b City Manager Quarterly Report *Suggested Action: Report & Discussion*

5. **DISCUSSION ITEMS**

5.a Intergovernmental Agreement - An agreement between the Department of Land Conservation and Development (DLCDC) and the City of Umatilla (City) to update the Natural Hazards Mitigation Plan (NHMP). Umatilla County will be working in collaboration with DLCDC staff on this multi-jurisdictional NHMP that includes all 12 incorporated cities and multiple special districts. The IGA will formalize a working relationship between DLCDC and the City that is to result in an updated Umatilla County NHMP adopted and approved by FEMA. *Suggested Action: Discussion Only*

5.b Resolution No. 06-2021 - A resolution authorizing the City Manager to submit an application to amend the Greater Umatilla Enterprise Zone boundary. The amendment would add Umatilla County as a new cosponsor and expand the enterprise zone to include all land zone for commercial or industrial use within the Urban Growth Boundary. *Suggested Action: Discussion only*

6. **COUNCIL INFORMATION & DISCUSSION**

7. **EXECUTIVE SESSION**

7.a Negotiations Involving Matters of Trade or Commerce - ORS 192.660 (2) (g) authorizes council to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. *Suggested Action: Discussion*

8. **ADJOURN**

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

POLICE DEPARTMENT QUARTERLY REPORT

Fourth Quarter, Fiscal Year 2019-2020
Quarter Ended June 30, 2020

Greetings,

Thank you for allowing me to provide this quarterly report on the activities and status of the Umatilla Police Department. Across the country, police agencies are in the spotlight more than ever. Included in this report is a summation of the most recent police reforms enacted by the Legislature during the 1st Special Session 2020 and what the impacts are on our police department.

You can be assured that the women and men that have been entrusted by you to provide public safety are more committed than ever to serve you. We will continue to be the best we can be by being involved in the community, training to become more informed and to hone our skills, being as transparent as possible and committing to our professional oath of office.

While reading through this report, if you have any questions or want additional information, please contact me at the police department (541-922-3789).

Darla Huxel
Chief of Police

Mission Statement and Values Statement

Mission Statement

It is the mission of the Umatilla Police Department to provide a fast, effective and professional service to the residents and guests of the City of Umatilla.

We strive to accomplish our 3 R's of policing:

Doing the RIGHT thing,

For the RIGHT reason,

At the RIGHT time.

All to protect constitutional guarantees and create an environment of safety, security and respect while maintaining partnerships between the community and police.

Values Statement

Members of the Umatilla Police Department value integrity, honesty, teamwork, respect, Inter-agency relationships, dedication to the protections and preservation of life, harmonious relations with the public, commitment to the guidance of our youth and the success and safety of our fellow officers.

Umatilla Police Department Activity Summary

Patrol

During the fourth quarter of FY20 calls for service/self-initiated activity increased from the fourth quarter of FY19, from 2245 to 2273.

Response times and average time spent on each call continue to be fairly consistent in providing 24/7 coverage.

	<u>FY20</u>	<u>FY19</u>
Total Dispatched Incidents	2273	2245
Average Response Time	8:34	7:29

Staff Meetings

During the fourth quarter of FY20, regular staff meetings and Supervisor meetings were conducted on April 13 and June 8, 2020. We did not have a staff meeting in May due to annual training.

Training

Total training hours during this quarter for department personnel was approximately 476 hours. This high number was due largely to our annual training in May. During regular staff meetings, we address different policy refresher training that include high risk/low frequency issues, mandated annual topics such as harassment in the workplace and case reviews or debriefing of officer involved incidents. Additionally, another area of training included Taser updates for all patrol and Officer Capers and Officer Skillman completed Field Training Instructor training. Due to COVID 19, all other scheduled training in June was cancelled.

Fourth quarter FY20 training included:

- Taser updates – All patrol personnel
- Annual training – All personnel
- Field Training Instructor – Capers and Skillman

Reserves Officers

- Police Reserve Officers were stymied during this quarter due to COVID 19 but some did participate in annual training.

Community/School Activities

- April Events – No activities due to COVID 19
- May Events – Graduation event (parade & fireworks)
- June Events – UPOA Golf Tourney, Employee Appreciation Day

Juvenile Activity

During the fourth quarter of FY20, calls involving juveniles decreased from fourth quarter FY19 to 18. Cases/incidents involving juveniles include all juvenile complaints/contacts, runaways and minor in possession of alcohol or tobacco. Some of these cases/incidents were referred to our Community Accountability Board which generally will see cases/incidents for first time offenders of violations or misdemeanor classed crimes. There were 2 referrals to the CAB and no referrals to the Community Truancy Board during the fourth quarter of FY20.

Sex Crimes/Registrations

- There were a total of 3 sex crimes and sex offender registrations reported/completed this quarter. Due to the COVID, we stopped doing sex offender registrations and referred them directly to the sex offender registry handled by the Oregon State Police.

Traffic Infractions

- During the fourth quarter of FY20 the Umatilla PD conducted 639 self-initiated traffic stops/traffic complaints. As a result, 187 traffic citations were issued, which resulted in a traffic infraction citation being

issued approximately 29% of the time. This figure includes both criminal and non-criminal traffic infractions.

- There were no special enforcement operations during this quarter.

Traffic Citations – During the fourth quarter of FY20, there were 187 citations issued compared to 241 citations in the fourth quarter of FY19. Offenses that are tracked include:

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

In an effort to minimize COVID 19 exposure, officers were instructed to focus more on moving violations rather than equipment violations.

Traffic Crashes – Fourth quarter of FY20 indicates a decrease from fourth quarter of FY19 from 34 to 15.

Person Crimes/Incidents - Fourth Quarter FY20/FY19.

FY20	FY19
52	51

Property Crimes/Incidents - Fourth Quarter FY20/FY19.

FY20	FY19
73	122

Arrests- Fourth quarter of FY20 indicates a decrease from fourth quarter of FY19.

FY20	FY19
45	49

Other Notable Items of Interest

Office Administrator workload – In addition to the daily dispatching duties, our office personnel completed 47 records requests and recorded 1 fingerprint request this last quarter. In March, due to the COVID, we stopped providing fingerprinting services for the public.

Mental health – Officers continue to have contact with persons who are having mental health issues or are in crisis. Our FY20 number for calls dealing with mental/suicidal subjects have decreased from FY19 from 11 to 2.

Personnel update –Officer Butler returned to the basic police academy and was able to complete his training. His initial training had been interrupted due to COVID 19 that caused the academy to shut down.

Grant award status – No current grants pending.

Umatilla Police Officer's Association activities –

UPOA Annual Golf Tournament

Donation to UHS Yearbook ad

Summary of Offenses

A review of the offenses from this fourth quarter compared to last fourth quarter shows a marked increase in Domestic Disturbance/VRO (Violation of Restraining Order). I can't help but believe that some of this can be attributed to the COVID 19 epidemic which forced many people to stay at home increasing the stress in family dynamics. The majority of these cases occurred in the downtown residential and west McNary areas.

On the plus side, property crimes saw an overall reduction this quarter compared to FY 19 fourth quarter (122 to 73). We saw a significant decrease in the number of trespassing cases from FY 19 fourth quarter from 47 to 17. The majority of the property crimes occurred in the west McNary and downtown residential areas.

Snapshot All Offenses – Q4 FY20		Snapshot All Offenses - Q4 FY19	
Offense	Amount	Offense	Amount
Abuse	2	Abuse	3
Assaults	6	Assaults	5
Burglary	5	Burglary	4
Criminal Mischief	11	Criminal Mischief	9
Domestic Disturbance/VRO	34	Domestic Disturbance/VRO	25
Drug Activity	7	Drug Activity	8
DUII	6	DUII	6
Fraud/Forgery	6	Fraud/Forgery	7
Harassment/Stalking	10	Harassment/Stalking	18
Kidnapping	0	Kidnapping	0
Menacing	0	Menacing	0
Robbery	0	Robbery	0
Thefts	21	Thefts	24
Trespassing	17	Trespassing	47
UUMV/UEMV	6	UUMV/UEMV	14
Warrants	15	Warrants	27
TOTAL	146	TOTAL	197
Assists	80	Assists	89

Officer Hector Hernandez



Officer Hector Hernandez was hired in August 2019 and graduated from the Department of Public Safety Standards and Training Academy in March 2020. Officer Hernandez has local ties in the area graduating from Stanfield High School in 2012. He is currently in the final stages of his Field Training (FTO) and soon will be out on his own patrolling the community.

Officer Cotter Butler



Officer Cotter Butler was hired full time in September 2019 stepping up from our Reserve program. Originally scheduled to graduate from the Department of Public Safety Standards and Training Academy in April, he was sent back to us prior to that date due to the Academy closing down because of the COVID 19 pandemic. In May, he was able to return to the Academy to complete his training and graduate. Officer Butler was working for Two Rivers Correctional Institute at the time we hired him and was a Reserve Officer with our department for 18 months prior to being hired full time. Officer Butler is currently in his final stages of Field Training (FTO) and will soon be out on his own patrolling the community.

Code Enforcement - Property

In this last quarter, we responded to 110 calls regarding property issues. The majority of those calls were dealing with weeds and/or overgrown grass.

During this time of year, our Code Officer tries to get ahead of the growing season and hot temperatures by notifying people who own large lots to remind them that their property needs to be **maintained for the entire growing season**. Rest assured, many of these property owners have been cited for non-conformance, however, getting the property mowed or cleaned up (abated) can be a long process. As with most code violations, we strive to work with the owner toward voluntary compliance.

We also responded to a large number of graffiti calls this last quarter. The majority of the calls were in the McNary area and were believed to be the result of a few individuals attempting to "mark their territory" for their gang affiliation. It is imperative that graffiti get promptly removed and/or appropriately covered up.

Unfortunately, the property owner who is the victim of graffiti is ultimately responsible for covering or removing the graffiti. Many times the code officer will assist with or work with the property owner to make sure that graffiti is taken care of in a timely manner.

We strongly encourage people who see someone spraying or

Code Enforcement - Animals

In this last quarter, we responded to 73 animal related calls, the majority of which involved dogs running at large or excessive barking.

Many times, a person reports these issues and wants to remain anonymous. In these situations, we attempt to contact the owner of the dog to advise them of the violation. In order for the code officer or police officer to issue a citation, they must observe the violation which is why we always ask the person calling in the complaint if they wish to sign a citation against the violator. If you are being told that nothing is being done about a particular incident, it may be because the complainant does not want to sign the citation or the officer did not observe the violation.

If your dog comes up missing for whatever reason, it may have been picked up by our Code Officer or one of our Police Officers and taken to Pet Rescue in Hermiston. Generally speaking, we try to locate the owner of the dog before taking it to Pet Rescue so please check with the police department. We want to re-unite you with your pet as soon as possible.

Code Enforcement - Vehicles

In this last quarter, we responded to 63 vehicle calls with the majority involving parking complaints.

We would like to remind people that parking trailers, RV's, boats, campers, etc. on the city street is not allowed. RV's and camper trailers are provided a 72 hour window to allow for guests who may be visiting.

Also, vehicles that are parked on the street must be currently licensed and parked in accordance with the direction of traffic. Simply put, you can't park on the wrong side of the street facing oncoming traffic.

Our Code Officer can answer any questions that you may have regarding vehicle parking or if you have a disabled vehicle that you don't know how to get rid of, she can provide you with several possible options for removal. She can be reached at 541-922-3789 during regular business hours.

applying graffiti to fences, buildings, mail receptacles, sidewalks, etc. to report it immediately to the police. This can be done anonymously.

UPD Employee Recognition

Due to the COVID 19 situation, we were unable to publicly recognize Officer Itzel Claustro as the Employee of the Year for 2019 at the annual Umatilla Chamber of Commerce event.

Officer Claustro was hired in June 2018 and has shown to be a valuable asset to the department. Being the first full time Hispanic Officer hired, she has brought an additional perspective to our department. In our quest to be more inclusive and responsive to our community, Officer Claustro has been instrumental in connecting with our Hispanic community and shares many aspects of the culture. Officer Claustro is a 2010 graduate of Umatilla High School and received her Associates degree in Criminal Justice from Blue Mountain Community College.

This award recipient is selected from all personnel in the police department and represents the values and mission statement of our department. Congratulations to Officer Claustro.



Umatilla Police Department and the 2020 Special Session Reform Measures

The Oregon Legislature adjourned the 1st Special Session of 2020 on 06/26/2020. During this session, the legislature passed 6 police accountability measures: 1) SB 1604 Arbitration reform, 2) HB 4201-A Joint Committee on Transparent Policing and Use of Force Reform, 3) HB 4203-A Police Chokehold Ban, 4) HB 4205-A Duty to Intervene & Report, 5) HB 4207-A Officer Suspension & Revocation Database - Personnel File Requirements, and 6) HB 4208-A Restrictions on Use of Tear Gas. These reforms as presented will have minimal impact on the Umatilla Police Department because we already have in place many of the requirements outlined. Below, I have addressed these reform measures as they relate to our department.

1. SB 1604 Arbitration reform: Basically, this Bill restricts arbitration from ordering disciplinary action that differs from disciplinary action imposed by the law enforcement agency. We are fortunate enough to have a union that is reasonable and also holds their members accountable for their actions. Generally speaking, I have received support from the union representing our Officers involving discipline which has included warnings up to and including terminations.

2. HB 4201-A Joint Committee on Transparent Policing and Use of Force Reform: This Bill authorizes a committee that is appointed by the Speaker of the House and the President of the Senate to examine policies and procedures in four areas and make recommendations to the Legislative Assembly before the end of this year. The four areas are: a) Improving transparency in investigations into and complaints

regarding the use of force by police and increase transparency in police protocols and processes to build public trust, b) Examining policies that reduce the prevalence of serious physical injury or death caused by the use of force by police by analyzing the use of force, the authorization of the use of force under state law and the disparate impact of the use of force on communities of color, c) Determine the most appropriate policy for independent review of the use of deadly force by police and d) Examine any other policies that increase transparency in policing and reform the use of force by police. The Oregon Association Chief's of Police (OACP) has always and will continue to work with legislators involving all police reform measures. I am proud to say that I am on the Board of Directors for this organization and am confident that the OACP will be able to work with the legislative body in developing specific policies and guidelines moving forward.

3. HB 4203-A Police Chokehold Ban: This bill provides that police may not use force that impedes normal breathing or circulation of blood of another person by applying pressure on the throat or neck, unless the police officer is justified in using deadly physical force. The Umatilla Police Department, like most of the police agencies in Oregon, do not train or endorse the use of carodited holds (aka chokehold), however, there are provisions within our policy in which the hold is allowed much like what the new bill allows. We will be modifying our current policy to match the language proposed in the bill.

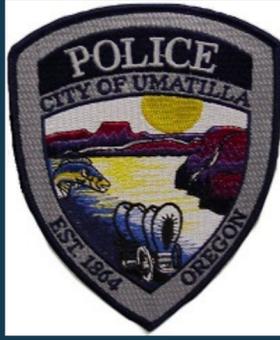
4. HB 4205-A Duty to Intervene and Report: This Bill requires that a police officer intervene to prevent or stop another officer engaged in certain misconduct and to report that misconduct to a supervisor within 72 hours. Our current policy states: "Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

" This policy will be expanded to include misconduct as outlined in the Bill.

5. HB 4207-A Officer Suspension and Revocation Database: There are three general areas addressed in this Bill, two deal specifically with the Department of Public Safety Standards and Training (DPSST) which is the agency tasked with officer training and certification and the other is with specific agencies hiring requirements. The Umatilla Police Department currently conducts a thorough background check on all employees which includes review of DPSST information and prior employment and/or contact with other agencies both in state and out of state. This Bill reinforces our current hiring procedure but also extends the requirement that agencies are required to disclose personnel files of current or former officers when requested as part of a background employment check. Although we have always been forthcoming with that information to other agencies when asked, that same request to some agencies has not been reciprocated.

6. HB 4208-A Restrictions on use of Tear Gas: This Bill addresses the use of tear gas for purposes of crowd control and is directed more toward agencies dealing with larger crowd management. This will have minimum impact on us as we rarely have the necessity to deal with large crowd management and, we don't use tear gas and rarely use OC spray.

As you can see in this review, our policies, procedures and practices will be minimally affected by these reform measures. We continue to try to provide education and information on what we actually do versus what the perception is based on information that is not correct or policies that are not specific to the State of Oregon let alone the Umatilla Police Department.



POLICE DEPARTMENT QUARTERLY REPORT

www.umatilla-city.org

CITY MANAGER'S QUARTERLY REPORT

4th Quarter, Fiscal Year 2019/2020
Quarter Ended June 30, 2020

As part of our effort to be transparent and to effectively communicate with the public, I provide to the City Council and to the residents and visitors of Umatilla this City Manager's Quarterly Report. This report will focus primarily on the many projects we have city-wide and the successes we have had leveraging City-funds by receiving grants or private funds toward many of our projects. This report also provides updates on progress of services and projects.

MORE THAN \$23.6 MILLION IN CITY PROJECTS UNDERWAY

The City of Umatilla is actively working for you on projects that bring to our community exciting new services and updates to keep up with the demand for growth. We currently have \$23,612,776 in project costs, with \$18,709,250 in grants received and more than \$1.2 million in pending grant applications. In other terms, for every \$1 the City of Umatilla spends, we have received nearly \$5.40 in return, or more than 540% return on investment!

SUMMARY COSTS OF ALL PROJECTS

Total Projects Costs: \$23,612,776

Total Grants Received:	\$18,709,250
Total Grants Pending:	\$ 1,217,520
Total Loan Funds:	\$ 606,800
Total City Funds: Cash	\$ 2,994,206
Total City Funds: In-Kind	\$ 85,000

Below is the list and summary of all City Projects

RECENTLY COMPLETED PROJECTS



Non-Contact Cooling Water Industrial Wastewater Pipeline

Project Scope: To install approximately 5 miles of industrial wastewater line from both the Beach Access Drive and Lind Rd. areas for discharge into a nearby irrigation canal for reuse.

Total Project Cost: \$5.945 million. **City's*
Net Cost: \$0

Private Funds: \$2.6 million

*Oregon Clean Water Revolving Loan: \$2.9 million.

*Business Oregon Loan: \$445,000

**These loans, including principle and interest, will be repaid by users of the pipeline amortized over 30 years and 7 years respectively.*

Timeline: Project completed July 2020. Design of the pipeline was started and completed in 2019. Construction began in fall 2019 with the project completed mid-July 2020.

ACTIVE PROJECTS

6th Street: Yerxa Avenue to the Umatilla Bridge



Project Scope: To reconstruct 6th St. (Hwy 730) from Yerxa Ave. to the Umatilla Bridge. Project includes all new ADA compliant sidewalks and corners, decorative colored stamped concrete, and all-new ornamental lights and trees (with drip irrigation).

Total Project Cost: \$7.39 million.
 ODOT Funds: \$6.1 million
 City Funds: \$1.29 million

Timeline: Design was completed in 2018. Bids for construction were received in mid-2019 with construction starting November 2019. This project is scheduled for completion by mid-November of this year.

Lind Road and Union Street Improvements



Project Scope: To pave Union Street at the Hwy 395 intersection to Lind Road and pave Lind Road for approximately ¼ mile from 100' north of Union Street to 1,400' south of Union St.

Total Project Cost: \$1.91 million
 Private Funds: \$885,000
 Immediate Opportunity Fund Grant: \$955,000
 City Funds: \$70,000 (cash: \$35,000. In-kind: \$35,000)

Timeline: The City received the grant funds from ODOT in late-2019. Preliminary Design/Construction (field work, environmental, etc.) is estimated to be completed in August 2020. Construction is estimated to begin in September 2020 with project completion to occur by mid-December 2020.

Kiwanis Park Restroom



Project Scope: To install an all-new restroom at Kiwanis Park

Total Project Cost: \$150,076
 Oregon Parks and Recreation Grant Funds: \$74,750
 City Funds: \$75,326 (cash: \$66,326. In-kind: \$9,000)

Timeline: The City received Notification of Award in September 2019. Manufacturing delays, due to COVID-19, have slowed the project down a few months, but this project is scheduled for completion in August 2020.

Parks Master Plan



Project Scope: To develop and adopt an all-new City Parks Master Plan to guide the Parks department in capital projects and programs for through at least 2030.

Total Project Cost: \$65,000

Oregon Parks and Recreation Grant Funds: \$39,000
City Funds: \$26,000 (cash: \$20,000. In-kind: \$6,000)

Timeline: The City received Notification of Award in September 2019. GreenPlay, LLC has been hired as the City's consultant to help complete the project. Project kickoff occurred in May 2020. Surveys and field data collection is occurring now. This project is scheduled to be completed by December 2020.

Umatilla Pedestrian Bridge & Waterline Replacement



Project Scope: To reconstruct an all-new pedestrian bridge over the Umatilla River to replace the bridge that was damaged by the 2019 and 2020 floods. Includes raising the bridge by approximately 5' and extending it by approximately 120' in length. Also includes replacing the 18" waterline that was damaged with two 24" waterlines.

Total Project Cost: \$4.4 million (estimated)

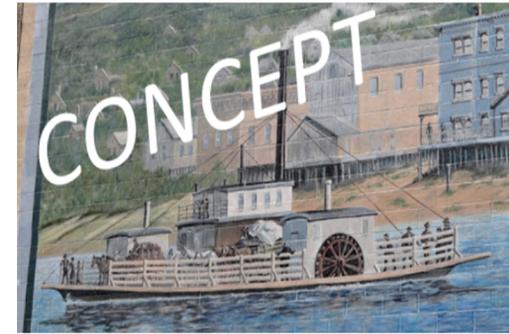
FEMA Funds: \$2.6 million (estimated)
Emergency Community Development Block Grant Funds: \$500,000 (estimated)
Insurance Funds: \$85,000
Special Public Works Grant Funds (Business Oregon Grant): \$500,000 (estimated)
City Funds: \$715,000

Timeline: The City has been working with FEMA since February 2019. We anticipate, finally, getting the approval to proceed from FEMA by September 2020. Design of the new bridge is estimated for completion in summer 2021, with construction of the new bridge

and installation of the new waterline estimated to begin in fall 2021, with completion of the project in late-spring 2022.

6x26 Mural Project

(6 new murals to be installed by the year 2026)



Project Scope: To commission and place six new murals in the downtown area.

Total Project Cost: \$11,500/year

Pacific Power Grant: \$1,000
City Funds: \$10,500

Timeline: The City will hire and commission a muralist to place one all-new mural (location yet to be determined) in the downtown area. The general design of this year's mural is hoped to be completed by December 2020 with placement to occur in spring 2021.

Kiwanis Falls

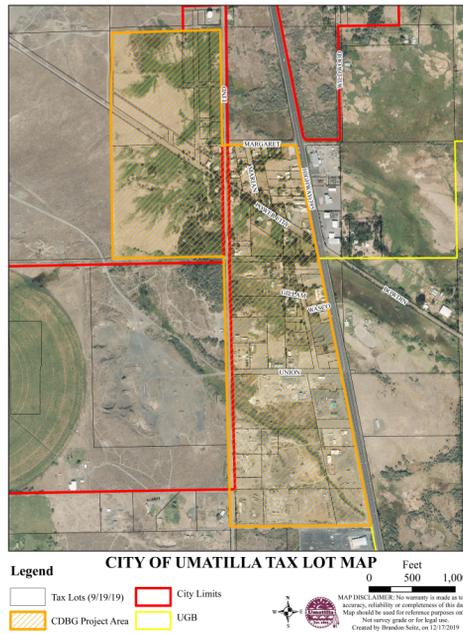


Project Scope: To deconstruct existing Kiwanis Falls (art/rock feature in meridian of Hwy 730 & Hwy 395) and replace with all-new Kiwanis Falls to feature artwork, real water features, ornamental hardscapes and landscapes, and lighting.

Total Project Cost: \$275,000
 Kiwanis Club Grant: \$6,500
 City Funds: \$268,500

Timeline: The City will begin deconstruction beginning in September 2020. The large boulders will be repurposed into the new sidewalk bulb-outs at the corners of each intersection of the 6th St. Project. A Request for Proposals for a design/bid/build project will go out by December 2020, with construction to occur spring-2021 and estimated completion by June 2021.

Power City & Brownell Area Water Design



Project Scope: To design an all-new City water services pipeline out to the Power City area down Lind Rd. and area behind the Port of Entry off Brownell Road. This is part of an overall water utility project to construct the pipeline in late-2022.

Total Project Cost: \$593,000
 Community Development Block Grant: \$593,000
 City Funds: \$0

Timeline: The City was awarded the grant from CDBG in June 2020. Work on design will begin December 2020 with completion of design anticipated in summer-2021. The City will apply for a corresponding construction grant in fall-2021 in hopes of award that winter and construction to begin in spring-2022 with completion in fall or early winter 2022.

Power City & Brownell Area Sewer Design

Community Development Block Grant
 2019 Public Works Application

business oregon

• 2019 Method of Distribution must be read and used in its entirety to complete the application.

Section 1: General Application Information

Section 1 A: Applicant	
Organization Name: City of Umatilla	Organization: City (Identify the CRS under which entity is formed if potential applicant is an entity other than city or county, such as special district, authority, association, etcetera.)
Street Address: 700 6th Street Umatilla, Oregon 97882	Mailing Address: 700 6th Street PO Box 130 Umatilla, Oregon 97882
Office Phone: (541) 922-3226	Web URL: www.umatilla-city.org

Section 1 B: Project Contact	
Name: Melissa Ince	Title: Finance & Administrative Services Director
Phone: (541) 922-3226	Email: melissa@umatilla-city.org
Phone (cell):	Authorized Signer Name: Mary Dedrick
Authorized Signer Email: mdedrick@umatilla-city.org	Authorized Signer Title: Mayor

Section 1 C: State Representation	
Senate District Number: 29	Senator's Name: Bill Hansell
House District Number: 57	Representative's Name: Greg Smith

Section 1 D: Project Overview	
Project Name: Power City/Brownell Wastewater Service	
Project Location: (physical address along with description) 700 6th St, Umatilla, OR 97882	
Project Type: Wastewater - Design Only	Project Category: Design Only

Page 1 of 25: CDBG Application - CAPP-0853

Project Scope: To design an all-new City sewer services pipeline out to the Power City area down Lind Rd. and area behind the Port of Entry off Brownell Road. This is part of an overall sewer utility project to construct the pipeline in late-2022

Total Project Cost: \$500,000 (estimated)
 Community Development Block Grant: \$500,000
 City Funds: \$0

Timeline: The City will apply for a CDBG grant September 2020 and anticipates hearing whether that application will be funded or not in November 2020. If awarded, work on design will begin January 2021 with completion of design anticipated in summer-2021. The City will apply for a corresponding construction grant in fall-2021 in hopes of award that winter and we hope that construction will begin in spring-2022, together with the waterline project, with completion in fall or early winter 2022.

Creation of Marina Host Site

Project Scope: To construct an all-new marina host site to provide a location to establish a new marina host that will provide direct service to our moorage customers, on-water fuel pumping, and increased security presence.

Total Project Cost: \$35,000

City Funds: \$35,000

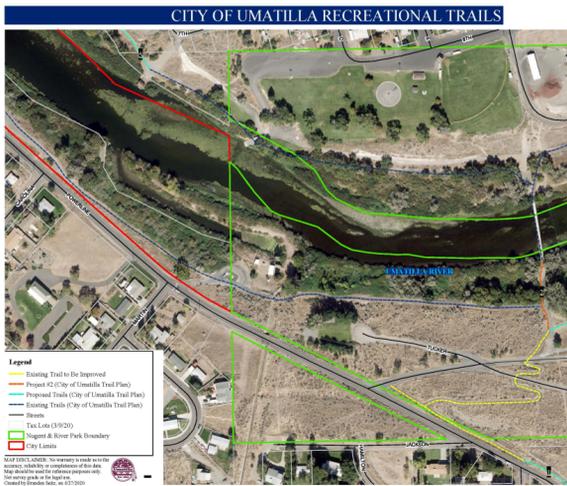
Timeline: The City is applying for permits and anticipates receiving approval by November 2020.

Construction/installation of the new site is expected to be completed by spring 2021.



PENDING PROJECTS

Trail: Umatilla Footbridge to Powerline Road



Project Scope: Planning, design, and construction of a new trail to meet ADA access requirements and to reduce erosion and increase use. Demolition of old 10-ft wide trail.

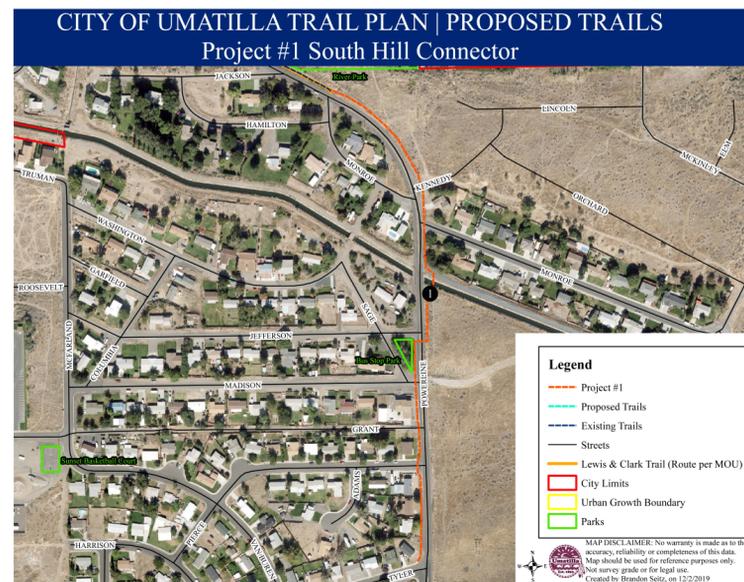
Total Project Cost: \$209,900

Oregon Parks & Recreation Grant: \$167,920
City Funds: \$41,980

Timeline: The City applied for this grant from OPRD in May 2020. We anticipate notification of award or denial in October 2020. If awarded, design for the project would begin winter 2020 with construction to begin in summer 2021, with the hope that the project will be completed by November 15, 2021. (these dates are subject to change).

Trail: Powerline Road

(Implementation of Trail 1 of the Umatilla Trails Master Plan)



Project Scope: This project will provide safe and enjoyable recreational and alternative transportation options on paved surfaces about two miles south from the pedestrian bridge up Powerline Road to connect to the Downtown.

Total Project Cost: \$916,000

Oregon Parks & Recreation Grant: \$549,600
City Funds: \$366,400

Timeline: The City applied for this grant from OPRD in May 2020. We anticipate notification of award or denial in October 2020. If awarded, design for the project would begin winter 2020 with construction to begin in summer 2021, with the hope that the project will be completed by November 15, 2021. (these dates are subject to change).



CITY MANAGER'S QUARTERLY REPORT

www.umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Intergovernmental Agreement - An agreement between the Department of Land Conservation and Development (DLCD) and the City of Umatilla (City) to update the Natural Hazards Mitigation Plan (NHMP). Umatilla County will be working in collaboration with DLCD staff on this multi-jurisdictional NHMP that includes all 12 incorporated cities and multiple special districts. The IGA will formalize a working relationship between DLCD and the City that is to result in an updated Umatilla County NHMP adopted and approved by FEMA.

Meeting Date:

2020-07-21

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

541-922-3226

Cost of Proposal:

NA - City's are providing match as in kind.

Amount Budgeted:

NA

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

[City of Umatilla_IGA_NHMP_Draft 7-16-20.docx](#)

Summary Statement:

Discussion Only

Consistent with Council Goals:

Goal 5 : Perform at the Highest Levels of Operational Excellence

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the City of Umatilla (“City”), each a “Party.”

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on **Month x, Year** unless terminated earlier.

3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Umatilla County’s NHMP was valid through May 21, 2019. DLCD has received a Hazard Mitigation Grant Program (HMGP) award to assist Umatilla County, Cities, and special districts (“Jurisdictions”) with updating the Umatilla County NHMP. The grant’s performance period is from **Month x, 2020 through Month x, 2022**.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the City that is to result in an updated Umatilla County NHMP adopted and approved by FEMA;
- (b) Ensure the City is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the City must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the City is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report its cost share as required.

5. Responsibilities of Parties

(a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

(b) Responsibilities of City.

City shall appoint one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.

Specific Project responsibilities of the City Lead include:

- i. Assisting DLCD with organizing, leading, and managing the planning process;
- ii. Providing County Assessor's data;
- iii. Providing GIS services;
- iv. Carrying out other responsibilities enumerated in Section 5(c);
- v. Performing any other Project work assigned to the City by Exhibit A.

(c) Responsibilities of the Jurisdictions:

The Jurisdictions will each appoint a Steering Committee member and alternate who already have or have been delegated decision-making authority for this Project.

Specific Project responsibilities of the Jurisdictions include:

- i. Attending and actively participating in Steering Committee meetings;
- ii. Providing data and information;
- iii. Engaging with internal and external stakeholders;
- iv. Executing the Project's public engagement program;
- v. Shepherding the plan through the public adoption process;
- vi. Tracking, accurately documenting, and reporting cost share as required;
- vii. Adopting a Plan that FEMA has agreed to approve; and
- viii. Performing any other Project work assigned to County, Cities, Districts, and Tribes by Exhibit A.

6. Compensation and Costs

The City shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the Jurisdictions to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The County, Cities, and special districts shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share.

7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

<p>DLCD's Project Contact is:</p> <p>Tricia Sears Natural Hazards Planner Oregon Department of Land Conservation and Development 635 Capitol St NE, Suite 150 Salem, OR 97301 503-934-0031 Tricia.sears@state.or.us</p>	<p>City of Umatilla's Project Contact is:</p> <p>Brandon Seitz Community Development Director City of Umatilla Umatilla, OR 97882 541-922-3226 ext. 103 (office) brandon@umatilla-city.org</p>
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8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Each Party shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

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

11. Representations and Warranties

The CITY represents and warrants that the making and performance by the CITY of this Agreement:

- (a) Have been duly authorized by the CITY;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the City's charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the City is a party or by which the City may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the City of this Agreement, other than those that have already been obtained.

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

13. Contribution

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

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

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

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

14. Subcontracting and Assignment

The City acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The City shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or

both, and the City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the County shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

20. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

21. No Third Party Beneficiary

DLCD and the City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

22. Merger, Waiver and Modification

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

23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

24. Acknowledgment of Funds and Copyright

(a) Acknowledgment of Funds.

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

(b) Copyright.

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise

controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

25. Survival

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

26. Interpretation

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

27. Counterparts

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF UMATILLA

David Stockdale, City Manager

Date

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD)

Jim Rue, Director

Date

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 06-2021 - A resolution authorizing the City Manager to submit an application to amend the Greater Umatilla Enterprise Zone boundary. The amendment would add Umatilla County as a new cosponsor and expand the enterprise zone to include all land zone for commercial or industrial use within the Urban Growth Boundary.	Meeting Date: 2020-07-21
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number: 541-922-3226
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: Yes	Previously Presented: NA
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Attachments to Agenda Packet Item:

[Resolution No. 06-2021 Enterprise Zone Boundary Change.docx](#)

[Resolution No. 06-2021 Exhibit A.pdf](#)

Summary Statement: Discussion only
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Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 06-2021

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

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

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

WHEREAS, this enterprise zone, as amended, has a total area of 3.55 square miles; it meets other statutory limitations on size and configuration, and it is depicted here on a drawn-to-scale map Exhibit A, and its boundary is here described Exhibit B; and

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

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

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

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

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

1. Umatilla County does hereby join the Greater Umatilla Enterprise Zone as a new cosponsor.
2. Under ORS 285C.115, The City does hereby change the boundary of the Greater Umatilla Enterprise Zone, jointly with Umatilla County, as described in the exhibits.

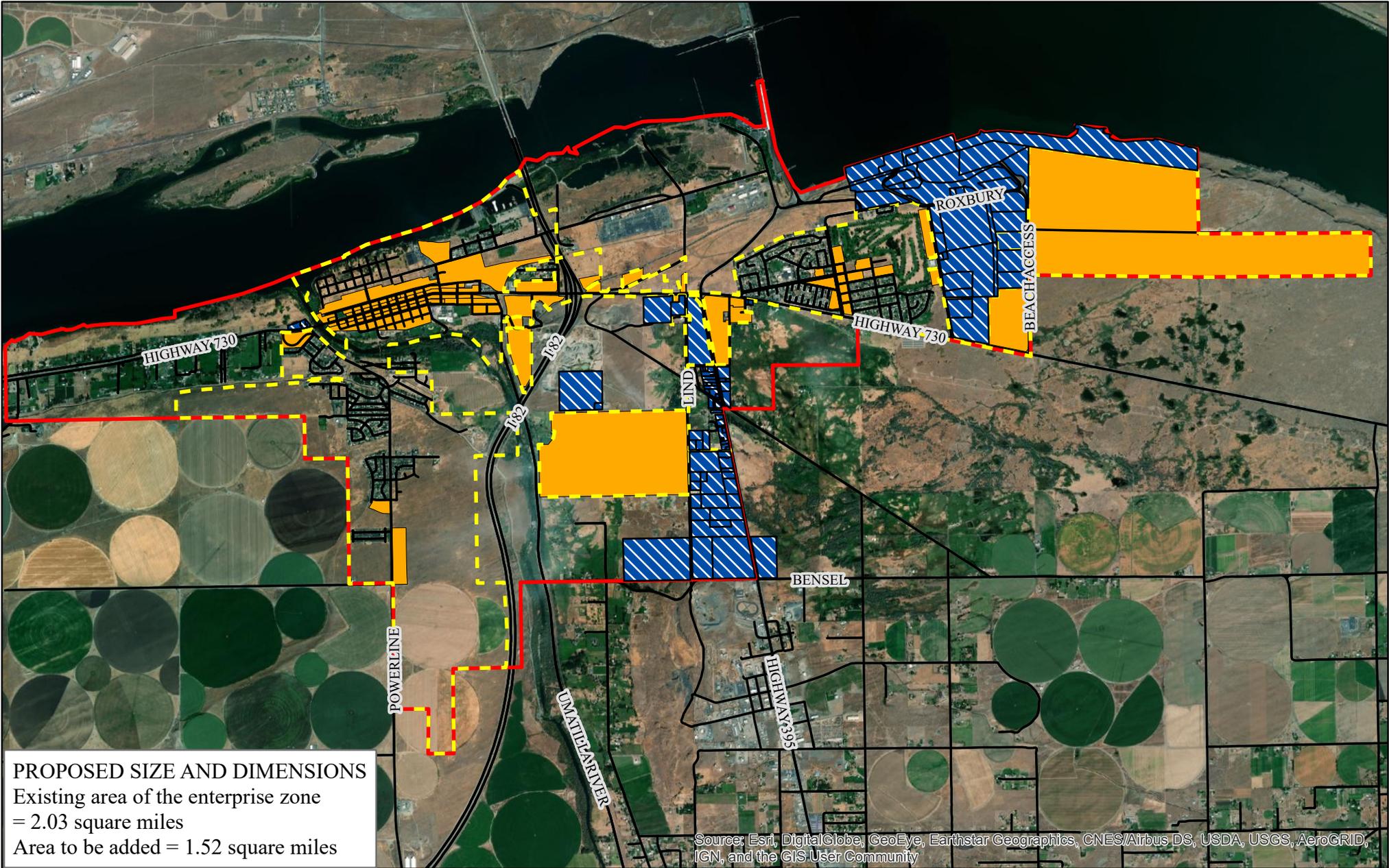
3. David Stockdale, Umatilla City Manager, is authorized to submit documentation for this enterprise zone boundary change to the Oregon Business Development Department (OBDD) on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.117.
4. This enterprise zone boundary change takes effect on the date that this resolution is adopted, or later, as so stipulated by OBDD in its determination pursuant to any revision and resubmission of documentation.

PASSED by the City Council and **SIGNED** by the Mayor this 4th day of August, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



**RESOLUTION NO. 06-2021 EXHIBIT A
 GREATER UMATILLA ENTERPRISE ZONE**

Legend

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



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 7/16/2020

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Negotiations Involving Matters of Trade or Commerce - ORS 192.660 (2) (g) authorizes council to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.	Meeting Date: 2020-07-21
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number: 541-922-3226
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Cost of Proposal: NA Amount Budgeted: NA	Fund(s) Name and Number(s): N/A
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Reviewed by Finance Department: No	Previously Presented: Yes
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Attachments to Agenda Packet Item:

Summary Statement: Discussion

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