

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
DECEMBER 15, 2020
6:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **CONSENT AGENDA**
 - 4.a [December 1, 2020 Minutes](#) *Suggested Action: Approval.*
5. **CITY MANAGER REPORT**
 - 5.a [COVID-19 Relief Funds Update](#) *Suggested Action: n/a*

Tasty Tuesday - \$30,235

Business Oregon Small Grant - \$8,014

Senior Lunches - \$9,930

Food Basket Program - \$9,000

Hotel/Restaurant Grants - \$67,500

Police Technology - \$44,356

City Hall Work Space - \$16,322

Remote Working Technology - \$11,161

Cleaning Supplies / PPE - \$1,083 (2,500 masks were also donated by Umatilla County)

Eligible Personnel Costs - \$21,985

TOTAL: \$219,587

The amounts above, plus approximately \$145,000 in partnership with Umatilla County were paid to Umatilla businesses in Aug/Sept. An additional estimated \$150,000 from Umatilla County to Umatilla businesses is expected to go out before the end of the year.

6. **NEW BUSINESS**

- 6.a **Resolution No. 30-2021 - Amendment to City of Umatilla Deferred Compensation Plan**
Suggested Action: Motion to approve Resolution No. 30-2021
- 6.b **Resolution 32-2021. A Resolution authorizing the City Manager to sign an Intergovernmental Agreement with the City of Echo for the City of Umatilla to provide Planning and Building Services to the City of Echo.** *Suggested Action: Motion to Approve Resolution 32-2021.*

The City of Echo is needing to expand their planning and building services as potential residential, commercial, and industrial developers consider projects in Echo. They do not have adequate resources for full-time or even part-time staff. The City of Umatilla is uniquely positioned and qualified to assist them on an as-needed basis with their community development needs. With the recent hiring of our own full-time in-house Certified Building Official and Inspector, as well as our Community Development Director, we can provide plan reviews and inspections. Additionally, our Community Development Director, Associate Planner, and our Recreation and Community Development Manager are also available to provide additional planning and building services.

We recognize that in order for Umatilla to have greater success in managing our growth, it is critically and vitally important that our surrounding partners experience similar successful management. This agreement will help see to that. This agreement also provides up to \$10,000/year in in-kind credits to the City of Echo for these services.

- 6.c **Certification of Election** *Suggested Action: After every election the City Recorder must prepare an abstract or letter of acceptance to the Elections Division. The abstract must state that the City Council accepted the results of the election, a statement indicating whether any candidate elected to office is qualified to hold the office, the date of the election, the district address, and the signature of the official sending the letter.*

7. **DISCUSSION ITEMS**

- 7.a **Supplemental Budget Discussion** *Suggested Action: Discussion only*

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.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

December 1, 2020 Minutes

Meeting Date:

2020-12-15

Department:

City Administration

Director:

David Stockdale

Contact Person:

Nanci Sandoval

Phone Number:

(541) 922-3226 x105

Cost of Proposal:

n/a

Fund(s) Name and Number(s):

N/A

Amount Budgeted:

n/a

Reviewed by Finance Department:

Yes

Previously Presented:

n/a

Attachments to Agenda Packet Item:

[CM 12-01-2020.docx](#)

Summary Statement:

Approval.

Consistent with Council Goals:

Goal 5 : Perform at the Highest Levels of Operational Excellence

**CITY OF UMATILLA
COUNCIL MEETING
December 01, 2020**

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, Roak TenEyck

ABSENT: None

EXCUSED: Josy Chavez

STAFF PRESENT: Mary Dedrick

3) PLEDGE OF ALLEGIANCE

4) APPROVAL OF AGENDA

Roak TenEyck moved to approve. Leslie Smith seconded the motion. Voted: 5 - 0. Motion carried.

5) CITY MANAGER'S REPORT

5.1 Finance Quarterly Report

Finance & Administration Services Director Ince gave a financial summary to Council. As of September 30th, the General Fund had received 6.6% of its projected revenues and has expended 15% of its appropriations. This was common as the beginning funds balances are not entered until the prior year audit is complete and property tax revenue is not collected until second quarter.

6) PUBLIC COMMENT

7) CONSENT AGENDA

7.1 Paid Invoices

Council TenEyck inquired about archery equipment purchased by staff. Manager Stockdale stated it was for the parks and recreation program. There had not been a permanent location picked out for the program, but there were plenty of discussions to have a location picked out.

Roak TenEyck moved to approve paid invoices..Leslie Smith seconded the motion. Voted: 5 - 0. Motion carried.

8) PUBLIC HEARING

There was no public hearing at this meeting.

9) NEW BUSINESS

9.1 Resolution No. 26-2021 - Resolution of the City of Umatilla authorizing refunding of an interim loan from the Special Public Works Fund with the Oregon Infrastructure Authority

In May 2019 the City entered into Interim Financing Agreement B19001 with a final principal amount of \$667,378 to fund the Sixth Street Waterline Improvement Project. The plan with the interim agreement has always been to refund with the issuance of Oregon Bond Bank Revenue Bonds. This resolution authorizes that refunding.

Leslie Smith moved to approve Resolution No. 26-2021 - A Resolution of the City of Umatilla authorizing refunding of an interim loan from the Special Public Works Fund with the Oregon Infrastructure Authority. Michael Roxbury seconded the motion. Voted: 5 - 0. Motion carried.

9.2 Resolution No. 27-2021 - A Resolution authorizing the City Manager to sign a Purchase and Sale Agreement with Big River Golf Course, LLC, an Oregon Limited Liability Company, for the purchase and procurement of the Big River Golf Course and to record all associated documents of real property of said purchase.

The City of Umatilla continues to look for opportunities to ensure a high quality of life for our residents and visitors through recreation and to ensure for current and future infrastructure needs. The purchase of the Big River Golf course will provide public ownership of a high-quality recreational asset to Umatilla and ensure this community amenity will remain for generations. Additionally, the water right and certificate that comes with the purchase provides irrigation to the course and an already-approved and active point of diversion to the Columbia River. The water right can be transferred/amended into a municipal water right to meet city purposes. Furthermore, the City owns property directly adjacent to the course to the northeast and east as well as maintains adjacent important water and wastewater infrastructure. This purchase also helps meet adopted Council Goals and may provide an opportunity to occasionally temporarily convert a portion of the golf course to host large outdoor events, including concerts and festivals.

Roak TenEyck moved to approve Resolution No. 27-2021- A Resolution authorizing the City Manager to sign a Purchase and Sale Agreement with Big River Golf Course, LLC, an Oregon Limited Liability Company, for the purchase and procurement of the Big River Golf Course and to record all associated documents of real property of said purchase. Michael Roxbury seconded the motion. Voted: 5 - 0. Motion carried.

- 9.3 Resolution No. 28-2021 A resolution of the City Council of the City of Umatilla, Oregon, authorizing the execution and delivery of a tax-exempt financing agreement, note and related agreements in a principal amount not to exceed \$1,700,000 to finance the acquisition of a local golf course, including equipment and associated water rights; designating authorized representatives and delegating authority; and related matters.

Leslie Smith moved to approve Resolution No. 28-2021 A resolution of the City Council of the City of Umatilla, Oregon, authorizing the execution and delivery of a tax-exempt financing agreement, note and related agreements in a principal amount not to exceed \$1,700,000 to finance the acquisition of a local golf course, including equipment and associated water rights; designating authorized representatives and delegating authority; and related matters. Corinne Funderburk seconded the motion. Voted: 5 - 0. Motion carried.

- 9.4 Resolution No. 29-2021 - A resolution authorizing the City Manager to apply for a Special Public Works Funding package to include a loan and two emergency grants from Business Oregon's Infrastructure Finance Authority for funds to apply to the pedestrian bridge and waterline replacement projects.

After FEMA covers 75% of the pedestrian bridge and waterline replacement costs, the City anticipates the remaining portion will be approximately \$1,450,000 for the pedestrian bridge and approximately \$175,000 for the waterline. The City is eligible for SPWF grants for up to \$500,000 on each project. We intend on applying for a \$175,000 grant for the full waterline amount and a \$500,000 grant plus \$950,000 loan for the pedestrian bridge.

Roak TenEyck moved to approve Resolution No. 29-2021 - A Resolution authorizing the City Manager to apply for a Special Public Works Funding package to include a loan and two emergency grants from Business Oregon's Infrastructure Finance Authority for funds to apply to the pedestrian bridge and waterline replacement projects. Corinne Funderburk seconded the motion. Voted: 5 - 0. Motion carried.

- 9.5 Resolution No. 31-2021 - A resolution authorizing the City Manager to sign and record a deed for the purchase of real property.

City Council authorized the City Manager to negotiate the purchase of real property at their September 1, 2020, meeting. The City Manager and Frances R Mathews have agreed to a purchase price of \$145,000.00 for said property. This resolution would authorize the City Manager to sign and record a deed and other

documents necessary to finalize the purchase real property identified as Tax Lot 400 on Assessors Map 5N2818 (TLID # 5N28180000400).

Michael Roxbury moved to approve Resolution No. 31-2021 A Resolution Authorizing the City Manager to Sign and Record a Deed for the Purchase of Real Property. Leslie Smith seconded the motion. Voted: 5 - 0. Motion carried.

10) PUBLIC COMMENT

None was provided.

11) DISCUSSION ITEMS

11.1 Guzman Annexation

Planner Foutz explained this was something that we received 2 months ago. Mr. Guzman had a failed septic system and DEQ will not issue a permit for a septic system if there was a sewer line within 300 feet of the property. Mr. Guzman was eligible for annexation. This was not a public hearing, but there was one scheduled for the January 5th meeting.

11.2 Mobile Food Vendors and other Mobile Vending

Planner Foutz explained that our current code did not allow mobile food vendors. There was a pilot program started in January 2020. Staff wanted to bring it back up for discussion so they could proceed with making amendments. A lively discussion was held in regards to mobile food vendors.

11.3 Planning Commission Yearly Report

Planner Foutz and Community Development Director Seitz both briefly went over the Planning Commission Yearly Report. There had been a total of 15 applications for staff to review. 3 Conditional Use, 3 Subdivisions, 2 Replats, 4 Plan Amendments, 1 Variance, 1 Appeal, and 1 Verification of Non-Conforming Status. There had been a lot of residential development over the year and it didn't seem like it would be slowing down.

12) MAYOR'S MESSAGE

Mayor Dedrick thanked all the City staff for their hard work. She said we may not always agree, but we get the work done.

13) COUNCIL INFORMATION & DISCUSSION

Councilor Funderburk - Thoroughly enjoyed Fish'N the Brave. She loved it. She showed up late to help clean up, but couldn't believe how busy it had been. She

absolutely loved having the school resource officer. It was the best and he was so nice and friendly to the kids and their families.

Councilor Roxbury - Thanked Council for the opportunity to be involved. He ran for Council because he had concerns, but he is satisfied with current staff and Council. He could walk away without worrying about the City. He warned Council that he would show up as a citizen, but that was to be expected.

Councilor Smith was thankful that it didn't take long for her to hear back from Staff. She never had to wait long to get an answer.

Councilor Wheeler stated it had been such a wonderful year and they had made it through 2020. She hoped everyone continued to stay healthy.

Councilor Roxbury stated it had been a crazy year. He was hoping to get back to some normality. He thanked Councilor Roxbury for his service to the City of Umatilla. It had been an honor to serve beside him.

14) ADJOURN

Leslie Smith moved to adjourn. Michael Roxbury seconded the motion. Voted: 5 - 0. Motion carried.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: COVID-19 Relief Funds Update	Meeting Date: 2020-12-15
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: \$219,587	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: \$219,587 through supplemental budget	

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

Summary Statement:

n/a

Tasty Tuesday - \$30,235
Business Oregon Small Grant - \$8,014
Senior Lunches - \$9,930
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Eligible Personnel Costs - \$21,985

TOTAL: \$219,587

The amounts above, plus approximately \$145,000 in partnership with Umatilla County were paid to Umatilla businesses in Aug/Sept. An additional estimated \$150,000 from Umatilla County to Umatilla businesses is expected to go out before the end of the year.

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 30-2021 - Amendment to City of Umatilla Deferred Compensation Plan	Meeting Date: 2020-12-15
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: \$35,000 maximum FY2020-21	Fund(s) Name and Number(s): N/A
Amount Budgeted: \$0	

Reviewed by Finance Department: Yes	Previously Presented: 10/20/2020
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Attachments to Agenda Packet Item:

[RES 30-2021.pdf](#)

[Exhibit A - Deferred Comp Plan Amendment.pdf](#)

[Exhibit B - One America Letter of Intent.pdf](#)

Summary Statement: Motion to approve Resolution No. 30-2021

Consistent with Council Goals: N/A
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RESOLUTION NO. 30-2021
AMENDMENT OF CITY OF UMATILLA DEFERRED COMPENSATION PLAN

WHEREAS, the City of Umatilla (the “Employer”) has maintained the City of Umatilla Deferred Compensation Plan (“Plan”) since January 1, 2011 for the benefit of certain eligible employees as has been determined by the Umatilla City Council;

WHEREAS, the Employer has decided to amend the above-referenced Plan;

WHEREAS, the Umatilla City Council has reviewed and evaluated the proposed amendment(s) to the Plan; and

WHEREAS, Section 14.01(a) of the Plan authorizes the Employer to amend selection(s) under the Plan; and

WHEREAS, the Employer has decided to transition from John Hancock to One America to administer the amended Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Umatilla City Council hereby approves the amendment(s) to the Plan, to be effective on March 1, 2021. A true copy of the amendment, as approved by the Umatilla City Council, is attached hereto as Exhibit A.

RESOLVED FURTHER, that the Umatilla City Council authorizes the City Manager to execute the Plan amendment and authorize the performance of any other actions necessary to implement the Plan amendment, including signing the Letter of Intent with One America, attached hereto as Exhibit B.

PASSED by the Umatilla City Council and APPROVED by the Mayor this 15th day of December, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

City of Umatilla Deferred Compensation Plan

DISCRETIONARY AMENDMENT



901 POWELL AVE SW, SUITE 101

1950 KEENE RD, F-100

1380 112th AVE NE, SUITE 202

RENTON, WA 98057

RICHLAND, WA 99352

BELLEVUE, WA 98004

(425) 276-3180

(509) 628-3700

(425) 233-6108

AMENDMENT TO CITY OF UMATILLA DEFERRED COMPENSATION PLAN (“the Plan”)

WHEREAS, City of Umatilla (the “Employer”) maintains the City of Umatilla Deferred Compensation Plan (the “Plan”) for its employees;

WHEREAS, City of Umatilla has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the City of Umatilla Deferred Compensation Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the City of Umatilla Deferred Compensation Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 3-1-2021.

1. The Adoption Agreement is amended to read:

2-3 **TYPE OF CONTRIBUTIONS: (Check all that apply.)**

- (a) Salary Deferral Contributions
- (b) Employer Matching Contributions
- (c) Employer Contributions
- (d) Rollover Contributions

2. The Adoption Agreement is amended to read:

3-2 **INDEPENDENT CONTRACTORS:** Independent Contractors of the Employer are excluded from participation in the Plan, unless the Employer specifically elects otherwise below. If the Employer so elects, the term Employee as used in the Plan shall include the eligible Independent Contractors. Select the types of contributions for which Independent Contractors are eligible.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Independent Contractors may participate in the Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Describe any special rules applicable to Independent Contractors: _____ |

3. The Adoption Agreement is amended to read:

4-2 **ENTRY DATE:** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [*Note: If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (k) for the same contribution source.*]

- | Deferral | Match | ER | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (a) Immediate. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Semi-annual. The first day of the 1st and 7th month of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Monthly. The first day of each calendar month. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Payroll period. The first day of the payroll period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) The first day of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Other: _____ |

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) next following satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (i) coinciding with or next following satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (j) nearest the satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (k) preceding the satisfaction of the minimum age and service requirements. |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) Describe special rules for determining Entry Dates under the Plan: _____ |

4. The Adoption Agreement is amended to read:

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.32 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the Plan).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

- | Deferral | Match | ER | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of <u>1</u> Hours of Service during an Eligibility Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Eligibility Computation Period (ECP). The Plan will use Anniversary Years. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time method. [Check the same contribution source as checked in AA §4-1(a)(5) above.] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a <u> </u> period of service to participate in the Plan. (See Section 2.03(a)(5) of the Plan.) |

Deferral **Match** **ER**

(d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the Plan). The Equivalency Method will apply to:

- (1) All Employees.
- (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.

- (3) **Monthly.** 190 Hours of Service for each month worked.
- (4) **Weekly.** 45 Hours of Service for each week worked.
- (5) **Daily.** 10 Hours of Service for each day worked.
- (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

(e) **Special eligibility provisions.** The following special eligibility provisions apply: _____

5. The Adoption Agreement is amended to read:

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

Yes.

No. [Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 7.]

[**Note:** Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the Plan.]

6. The Adoption Agreement is amended to read:

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below.

(a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution.

(b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

- (1) ____% of Salary Deferrals made for each period designated in AA §6B-5 below.
- (2) \$____ for each period designated in AA §6B-5 below.
- (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
- (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

- (c) **Tiered match.** The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals.

(1) **Tiers as percentage of Plan Compensation.**

Salary Deferrals	Fixed Match	Discretionary Match
<input checked="" type="checkbox"/> (i) Up to <u>50</u> % of Plan Compensation	<u>6</u> %	<input type="checkbox"/>
<input type="checkbox"/> (ii) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iii) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iv) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

(2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
<input type="checkbox"/> (i) Up to \$___	_____%	<input type="checkbox"/>
<input type="checkbox"/> (ii) From \$___ up to \$___	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iii) From \$___ up to \$___	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iv) Above \$___	_____%	<input type="checkbox"/>

- (d) **Year of Service match.** The Employer will/may make a fixed %/Discretionary Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) Years of Service equal to and above ___	_____%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

7. The Adoption Agreement is amended to read:

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”).** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

- (1) Pre-tax Salary Deferrals
- (2) Roth Deferrals
- (3) Age 50 Catch-Up Contributions
- (4) Special 457 Catch-Up Contributions

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____
[Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.]
- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

8. The Adoption Agreement is amended to read:

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

- (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.
- (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:
- (1) _____% of Plan Compensation.
- (2) \$_____.
- (3) A discretionary amount determined by the Employer.
- (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- (1) ___% of Plan Compensation.
- (2) \$_____.
- (d) **Special limits:** _____

9. The Adoption Agreement is amended to read:

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-3, check one of (a) – (d) below.

- (a) payroll period (b) Plan Year quarter
- (c) calendar month (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the Plan for a discussion of the “true up” requirements applicable to Matching Contributions.]

10. The Adoption Agreement is amended to read:

6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
- (1) ___ Hours of Service during the Plan Year.
- (2) ___ consecutive days of employment with the Employer during the Plan Year.

- (d) **Exceptions.** The above allocation condition(s) will **not** apply:
 - (1) if the Employee dies during the Plan Year.
 - (2) if the Employee terminates employment as a result of a Disability.
 - (3) if the Employee terminates employment after attainment of Normal Retirement Age.
 - (4) Other: _____

11. The Adoption Agreement is amended to read:

6B-7 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

12. The Adoption Agreement is amended to read:

- 8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?
- Yes
 - No [*If "No" is checked, skip to Section 9.]*

[Note: The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested.). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.]

13. The Adoption Agreement is amended to read:

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the Plan for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

ER	Match	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(a) Full and immediate vesting.
<input type="checkbox"/>	<input type="checkbox"/>	(b) 3-year cliff vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(c) 6-year graded vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(d) Modified vesting schedule
		___% after 1 Year of Service
		___% after 2 Years of Service
		___% after 3 Years of Service
		___% after 4 Years of Service
		___% after 5 Years of Service
		100% after 6 Years of Service
<input type="checkbox"/>	<input type="checkbox"/>	(e) Other: _____

14. The Adoption Agreement is amended to read:

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

- (a) None, all service with the Employer counts for vesting purposes.
- (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the Plan for rules regarding Predecessor Service.)
- (c) Service completed before the Employee's ____ birthday is excluded.

15. The Adoption Agreement is amended to read:

8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- (a) dies.
- (b) terminates employment due to becoming Disabled.
- (c) Other: _
- (d) Not applicable. No increase in vesting applies.

16. The Adoption Agreement is amended to read:

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- | ER | Match | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [<i>must be less than 1,000</i>] Hours of Service during a Vesting Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is:
<input type="checkbox"/> (1) The 12-month period beginning with the anniversary of the Employee's date of hire.
<input type="checkbox"/> (2) Describe: _____
<i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time Method. Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to:
<input type="checkbox"/> (1) All Employees.
<input type="checkbox"/> (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked.
If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method.
<input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked.
<input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked.
<input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked.
<input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. |

17. The Adoption Agreement is amended to read:

8-6 **ALLOCATION OF FORFEITURES.** Any forfeitures occurring during a Plan Year will be:

- | ER | Match | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (a) N/A. All contributions are 100% vested. <i>[Do not complete the rest of this AA §8-6.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions. |

For purposes of subsection (b) or (c), forfeitures will be applied:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

In determining the amount of forfeitures to be reallocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-6, unless designated otherwise below.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition. |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- | | | |
|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe: _____ |
|--------------------------|--------------------------|---------------------|

18. The Adoption Agreement is amended to read:

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.**

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default forfeiture rules, complete this AA §8-7(a).

- The forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-5(a)) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution, complete this AA §8-7(b).

- A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

19. The Adoption Agreement is amended to read:

8-8 **SPECIAL VESTING RULES.**

- | ER | Match | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Special vesting provisions: _____ |

20. The Adoption Agreement is amended to read:

9-2 **IN-SERVICE DISTRIBUTIONS.**

(a) **Distribution events.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) No in-service distributions are permitted.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(2) The attainment of age 70½.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(3) The occurrence of an Unforeseeable Emergency.

(b) **Rollover Contributions.** Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):

- (1) No in-service distributions are permitted.
- (2) The attainment of age 70½.
- (3) The occurrence of an Unforeseeable Emergency.
- (4) Describe: _____

(c) **Distribution of Smaller Amounts**

- (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the Plan.
- (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the Plan.
- (3) Special rules applicable to the distribution of smaller amounts: _____

21. The Adoption Agreement is amended to read:

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(a) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Monthly. The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Quarterly. The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Describe: _____

[*Note: The Employer may elect operationally to perform interim valuations.*]

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective _____ [*insert Effective Date of Plan*].
- (b) The **restatement** of an existing plan, effective _____ [*insert Effective Date of Plan*].
 - (1) Name of Plan(s) being restated: _____
 - (2) The original effective date of the plan(s) being restated: _____
- (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
 - (1) Identify the section(s) of the Adoption Agreement being amended: 2-3, 3-2, 4-2, 4-3, 6B, 8, 9-2, & 10-1
 - (2) Effective Date(s) of such changes: 3-1-2021

[**Note:** It is recommended that the Employer consult with legal counsel before executing this Agreement.]

City of Umatilla
(Name of Employer)

David Stockdale City Manager
(Name of authorized representative) (Title)

(Signature) (Date)

City of Umatilla

Letter of Intent

The completion of this document indicates your intent to do business with OneAmerica®. A service agreement outlining the final agreed upon fee schedule and services will be sent to you during the transition process.

This document also indicates your intent to provide all requested documentation listed on the attached Transition Checklist, the preliminary fund selections, and executed new account agreements to OneAmerica® no later than the dates listed above.

Primary Plan Contact Name: <u>David Stockdale</u>	
Primary Plan Contact Title: <u>City Manager</u>	
Email: <u>david@umatilla-city.org</u>	Phone: <u>541-922-3226</u>
I have reviewed the proposal and fee schedule and hereby authorize OneAmerica® to begin the plan transition. I am aware of the requested documents, plan records, fund selections, and new account agreements and that additional information may be requested as the transition progresses.	
_____ Signature	_____ Date

IMPORTANT: While the deadline for documents (the Submission Confirmation Date) is listed on the attached Transition Checklist, it is highly recommended that you submit these documents and records as soon as possible in order to secure the Proposed Transition Date. Transition dates are filled in the order that all required documentation is received.

OneAmerica® is unable to reserve your transition date until we receive all requested plan documents and records as well as the initial fund selections and signed New Account Agreements. ***New Account Agreements will be provided for signature upon receipt of the requested documentation on the attached Transition Checklist.***

Note: The plan must execute New Account Agreements—a New Business Agreement, Services Agreement and Fee Disclosure, and other documents—which will govern the terms and conditions of our relationship.

OneAmerica is the marketing name for the companies of OneAmerica. Products issued and underwritten by American United Life Insurance Company® (AUL), a OneAmerica company. Administrative and recordkeeping services provided by McCready and Keene, Inc. or OneAmerica Retirement Services LLC, companies of OneAmerica which are not broker/dealers or investment advisors. Group annuity contracts are issued by AUL and registered variable annuity products are distributed by OneAmerica Securities, Inc., a Registered Investment Advisor, Member FINRA, SIPC, One American Square, Indianapolis, IN 46282, 1-877-285-3863. Neither AUL, OneAmerica Retirement Services, McCready and Keene nor their representatives provide tax, legal, fiduciary or investment advice.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 32-2021. A Resolution authorizing the City Manager to sign an Intergovernmental Agreement with the City of Echo for the City of Umatilla to provide Planning and Building Services to the City of Echo.	Meeting Date: 2020-12-15
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: \$10,000 annually in in-kind services Amount Budgeted: n/a	Fund(s) Name and Number(s): Building - 09
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Reviewed by Finance Department: Yes	Previously Presented: 09/15/2020
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Attachments to Agenda Packet Item:

[Resolution 32.2021 Echo Planning and Building Services IGA.docx](#)

[DRAFT IGA with Echo for Planning and Building Services.docx](#)

Summary Statement:

Motion to Approve Resolution 32-2021.

The City of Echo is needing to expand their planning and building services as potential residential, commercial, and industrial developers consider projects in Echo. They do not have adequate resources for full-time or even part-time staff. The City of Umatilla is uniquely positioned and qualified to assist them on an as-needed basis with their community development needs. With the recent hiring of our own full-time in-house Certified Building Official and Inspector, as well as our Community Development Director, we can provide plan reviews and inspections. Additionally, our Community Development Director, Associate Planner, and our Recreation and Community Development Manager are also available to provide additional planning and building services.

We recognize that in order for Umatilla to have greater success in managing our growth, it is critically and vitally important that our surrounding partners experience similar successful management. This agreement will help see to that. This agreement also provides up to \$10,000/year in in-kind credits to the City of Echo for these services.

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.

RESOLUTION NO. 32-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ECHO FOR THE CITY OF UMATILLA TO PROVIDE PLANNING AND BUILDING SERVICES TO THE CITY OF ECHO.

WHEREAS, for the convenience of local citizens and contractors, the City of Umatilla wishes to partner with the City of Echo to provide high level Planning and Building Services to the Echo community at a reasonable rate and at mutually acceptable frequencies; and

WHEREAS, the City Council of the City of Umatilla has adopted their 2019-2021 Goals of which this partnership helps to achieve the following Desired Outcomes and Objectives:

- Goal 2 – Promote Economic Development and Job Growth
 - Objective 2.3 – Reduce barriers to economic growth. Listen to... partners... to reduce such barriers
 - Objective 2.9 – Partner with... other organizations to... provide business development, information, and technical assistance
 - Objective 2.10 – Partner with other jurisdictions and/or private organizations whenever possible to pool resources and leverage funds
- Goal 3 – Enhance and Cultivate Relationships, Partnerships, and Community Perceptions
 - To enhance... relationships... and to expand partnerships that help achieve Goals 1 and 2; and

WHEREAS, by the authority granted in ORS 190.010 units of local government may enter into agreements with other units of local government for performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, it is in the best interest of the City of Umatilla to help ensure the success of our regional partners in their community development goals and for the City of Umatilla to provide, as reasonably possible through partnership with the City of Echo, services and resources that support such objectives.

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

1. The City Manager is authorized to sign the Intergovernmental Agreement with the City of Echo effective January 1, 2021 through June 30, 2022 to provide Planning and Building Services. A copy of the proposed agreement is attached hereto and by reference incorporated herein.

PASSED by the City Council and **SIGNED** by the Mayor this 15th day of December, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this ____ day of _____, 2020, between the City of Umatilla ("Umatilla") and the City of Echo ("Echo"), both municipal corporations of the State of Oregon. The term of this agreement is January 1, 2021 through June 30, 2023 with automatic two-year renewal periods unless amended or cancelled as stipulated by this agreement.

RECITALS

Whereas, the parties desire to work cooperatively in providing Planning and Building Department Services, plan review and building inspections, to the City of Echo and,

Whereas, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform;

Now, therefore, it is agreed by and between the parties as follows;

A.Umatilla's Obligations

1. Provide, as staffing resources allow:
 - a. Planning Services. This service shall include, but is not limited to: routine, moderate or complex technical and professional planning, land use development, land use analysis, comprehensive planning assistance, technical planning advice/assistance, staff reports, Resolution/Ordinance drafting, design standard drafting, basic GIS mapping, and presentations to appointed or elected committees or boards.
 - b. Building Services. This service shall include, but is not limited to: site plan reviews, staff reports, on-site inspections of projects at the request of and in coordination with Echo, contractor coordination, and building and other permit application reviews.
 - i. Building Services will be provided by an individual who is certified with the State of Oregon to perform the requested service.
2. A response to a request for Inspection Services shall be provided within 72 hours of notification. Plan Review Service shall be provided within three weeks from date stamped on the plans.
 - a. Umatilla may not have adequate in-house resources to meet every request and may require further assistance from other partners or defer Echo to the State of Oregon.
3. Umatilla shall not be responsible for nuisance code enforcement.

B. Echo's Obligations

1. Echo shall retain administrative authority of its building program and be responsible for its Plan of Operation.
2. Echo shall maintain records to account for disposition of each permit. Umatilla may also maintain records of each permit that may meet the requirements of this obligation.
3. Echo will issue all related permits for the program to qualified applicants and maintain records of revenues and surcharges in accordance with procedures currently established by Echo and adopted for the administration of this program.
4. Echo will take all inspection requests and record them on inspection request forms. Copies of these forms will be provided to the inspector. Echo shall notify Umatilla and/or its inspector(s) when inspections are requested. Echo will deliver applications to Umatilla within one week of receipt and will pick up completed applications within one week of notification of completion from Umatilla.
5. Use worksheets to detail all revenues, surcharges, fees received and owed for inspection/plan review to the appropriate agencies,

C. CHARGES, PAYMENTS, CREDITS, AND REFUNDS

1. **Charges.** Echo will charge fees as established by their duly Adopted Fee Schedule for Echo or as calculated per the current State of Oregon permit fee charts.
2. **Payments.** Echo shall pay to Umatilla an hourly fee of \$80.00 for all Planning and Building Services provided to Echo. Echo shall share with Umatilla 10% of all fees collected for Plan Review. Payment of fees owed to the Umatilla shall be made quarterly, with a due date of the 15th of the month following the last month of the previous quarter. Time charged for inspections will begin upon leaving home base and continue until returning to home base and completing all relevant documentation. Time charged for plan review will be all time spent reviewing plans and communicating with any owner's or owner's representatives.
 - a. **Annual Credits.** Umatilla shall provide Echo an Annual Credit of \$10,000 for all Planning and Building Services as described in Section A.1.a and A.1.b according to fiscal year: July through June. Echo will make their first payment to Umatilla after the Annual Credit has been exhausted.

3. Refunds. When appropriate, Echo shall issue refunds to permit applicants. Refunds will be 100% of any permit fee erroneously collected.

D. FUNDS AVAILABLE AND AUTHORIZED

The parties certify that each has sufficient funds available and authorized for the expenditures to finance costs of this agreement during the term(s) of this agreement.

E. TERMINATION/AMENDMENT

1. This agreement may be terminated at any time by mutual consent of both parties, upon thirty days' notice in writing and delivered by certified mail or in person to the other party. Where mutual consent isn't possible, this agreement may be terminated by either party upon 90 days' notice in writing and delivered by certified mail to the other party.
2. This agreement may be terminated by either party if State regulations or guidelines are modified, changed, or interpreted in such a way that the services contemplated in this agreement are no longer allowable or appropriate.
3. Any termination of this agreement under Subsection 1 and 2 shall preserve any obligation or liabilities of either party already accrued prior to such termination.
4. This agreement may be amended upon mutual agreement of both parties. Amendments may be considered for any reason including a renegotiated fee structure.

F. ACCESS TO RECORDS

Umatilla, Echo, and their duly authorized representative shall have access to the books, documents, papers, and records of Umatilla and Echo which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcripts.

G. STATE TORT CLAIM ACT

1. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Umatilla shall, within the limits of the Oregon Tort Act, indemnify Echo against any liability for damage to life or property arising from Umatilla's activities under this agreement- Umatilla shall not be required to indemnify-Echo for any such liability arising out of the wrongful actions of the employees or agents of Echo.

2. To the extent permitted by Article XI, Section 7 of the Oregon Constitution, Echo shall, within the limits of the Oregon Tort Act, indemnify and hold harmless Umatilla against any liability for damage to life or property arising from-Echo activity under this agreement. Echo shall not be required to indemnify Umatilla for any such liability arising solely out of the wrongful acts of the employees or agents of Umatilla.

City of Umatilla

City of Echo

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Certification of Election	Meeting Date: 2020-12-15
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Department: City Administration	Director: David Stockdale	Contact Person: Nanci Sandoval	Phone Number: (541) 992-3226 x105
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: NA
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Attachments to Agenda Packet Item:

[November 2020 General Election Summary Report.pdf](#)

[Election 2020 Abstract.pdf](#)

Summary Statement:
After every election the City Recorder must prepare an abstract or letter of acceptance to the Elections Division. The abstract must state that the City Council accepted the results of the election, a statement indicating whether any candidate elected to office is qualified to hold the office, the date of the election, the district address, and the signature of the official sending the letter.

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

Council, Position 1 City of Ukiah

Vote For 1

	TOTAL
Tommy J Mentzer	82
Write-In Totals	1
Overvotes	0
Undervotes	13
Contest Totals	96

Council, Position 3 City of Ukiah

Vote For 1

	TOTAL
David G Durfey	61
Write-In Totals	18
Overvotes	0
Undervotes	17
Contest Totals	96

Council, Position 2 City of Umatilla

Vote For 1

	TOTAL
Devon J Mitchell	600
Daren Dufloth	696
Write-In Totals	10
Overvotes	1
Undervotes	270
Contest Totals	1,577

Council, Position 4 City of Umatilla

Vote For 1

	TOTAL
Ashley Wheeler	952
Isis M Ilias	299
Write-In Totals	10
Overvotes	1
Undervotes	315
Contest Totals	1,577

Council, Position 6 City of Umatilla

Vote For 1

	TOTAL
Roak D Teneyck	693
Ivan E Gutierrez	507
Write-In Totals	9
Overvotes	1
Undervotes	367
Contest Totals	1,577



City of Umatilla

700 6th Street, PO Box 130, Umatilla, OR 97882

(541) 922-3226

Fax (541) 922-5758

December 15, 2020

Umatilla County
Elections Division
216 SE 4th Street
Pendleton, OR 97801

Dear Kim Lindell:

At the December 15, 2020 Council meeting, the Umatilla City Council unanimously accepted the results of the November 4, 2020 election in which all elected candidates, (Daren Dufloth, Ashley Wheeler, and Roak TenEyck, as council members) are qualified to hold their respective offices.

Sincerely,

A handwritten signature in black ink, appearing to read "Nanci Sandoval".

Nanci Sandoval
City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Supplemental Budget Discussion	Meeting Date: 2020-12-15
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

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

[RES FX-2021.docx](#)

Summary Statement: Discussion only
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Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. FX-2021

A RESOLUTION ADJUSTING THE BUDGET FOR THE 2020-21 FISCAL YEAR BY ADOPTING THIS SUPPLEMENTAL BUDGET AND REVISING APPROPRIATIONS

WHEREAS, the City of Umatilla budget for the 2020-21 fiscal year was adopted by the City Council at its regular meeting on June 2, 2020; and

WHEREAS, certain conditions and situations have arisen since the initial adoption of the 2020-21 fiscal year budget that necessitate changes in financial planning; and

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

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

BE IT RESOLVED that the Umatilla City council hereby adopts the supplemental budget and budget transfers and appropriation adjustments itemized in this Resolution.

	<u>Adopted</u>	<u>Revised</u>	<u>Difference</u>
General Fund			
Resources:			
Beginning Fund Balance	\$ 4,780,033	\$ 4,450,855	\$ (329,178)
Police Dept Grants & Misc	\$ 10,000	\$ 30,000	\$ 20,000
Golf Course Revenue	\$ -	\$ 180,000	\$ 180,000
Other Grants	\$ 47,000	\$ 97,000	\$ 50,000
Other Revenue	\$ 60,000	\$ 440,985	\$ 380,985
			<u>\$ 301,807</u>
Requirements:			
Administration			
Minor Computer Equipment	\$ 12,500	\$ 23,700	\$ 11,200
Supplies	\$ 8,000	\$ 9,100	\$ 1,100
COVID-19 Relief	\$ 75,000	\$ 219,400	\$ 144,400
Community Development			
Regular Earnings	\$ 94,380	\$ 95,530	\$ 1,150
Downtown Façade Grants	\$ 80,000	\$ 120,000	\$ 40,000
Municipal Court			
Regular Earnings	\$ 67,855	\$ 69,555	\$ 1,700

	<u>Adopted</u>	<u>Revised</u>	<u>Difference</u>
Parks & Recreation			
Regular Earnings	\$ 224,934	\$ 228,634	\$ 3,700
Engineering	\$ 70,160	\$ 90,160	\$ 20,000
Marina & RV Park			
Contracted Services	\$ 110,000	\$ 120,000	\$ 10,000
Police Department			
Regular Earnings	\$ 1,116,376	\$ 1,116,876	\$ 500
School Resource Officer	\$ -	\$ 20,000	\$ 20,000
Golf Course			
Contracted Services	\$ -	\$ 100,000	\$ 100,000
Golf Course Operations	\$ -	\$ 100,000	\$ 100,000
Non-Departmental			
Operating Contingency	\$ 1,000,000	\$ 608,057	\$ (391,943)
Transfers	\$ 3,161,400	\$ 3,401,400	\$ 240,000
			\$ 301,807
Water Fund			
Resources			
Other Revenue	3500	7700	\$ 4,200
			\$ 4,200
Requirements			
Regular Earnings	329093	333293	\$ 4,200
			\$ 4,200
Sewer Fund			
Resources			
Other Revenue	254500	255500	\$ 1,000
			\$ 1,000
Requirements			
Regular Earnings	380421	381421	\$ 1,000
Plant Maintenance	65000	85000	\$ 20,000
Operating Contingency	150000	130000	\$ (20,000)
			\$ 1,000

	<u>Adopted</u>	<u>Revised</u>	<u>Difference</u>
Street Fund			
Resources			
Other Revenue	\$ 1,683,450	\$ 1,685,250	\$ 1,800
Transfers	\$ 11,900	\$ 36,900	\$ 25,000
			<u>\$ 26,800</u>
Requirements			
Regular Earnings	\$ 185,311	\$ 187,111	\$ 1,800
Street Maintenance	\$ 50,000	\$ 75,000	\$ 25,000
			<u>\$ 26,800</u>
Capital Reserve Fund			
Resources:			
Beginning Fund Balance	\$ 1,413,398	\$ 1,522,098	\$ 108,700
Capital Grants	\$ 737,100	\$ 806,075	\$ 68,975
Other Revenue	\$ 2,995,000	\$ 1,865,675	\$ (1,129,325)
Transfers	\$ 3,329,650	\$ 3,604,650	\$ 275,000
			<u>\$ (676,650)</u>
Requirements:			
Marina Improvements	\$ 138,500	\$ 113,500	\$ (25,000)
Office Remodel	\$ 40,000	\$ 56,322	\$ 16,322
McNary Park Improvement Fee	\$ -	\$ 24,000	\$ 24,000
Downtown Revitalization	\$ 345,000	\$ 377,675	\$ 32,675
PD Computer	\$ 57,000	\$ 101,353	\$ 44,353
Land Acquisition	\$ 3,220,000	\$ 2,330,000	\$ (890,000)
Park Expansion & Improvements	\$ 70,000	\$ 176,900	\$ 106,900
FEMA Park Repairs	\$ -	\$ 14,100	\$ 14,100
			<u>\$ (676,650)</u>
Library Fund			
Resources			
Other Revenue	750	4050	\$ 3,300
			<u>\$ 3,300</u>
Requirements			
Regular Earnings	130015	133315	\$ 3,300
			<u>\$ 3,300</u>

	<u>Adopted</u>	<u>Revised</u>	<u>Difference</u>
Building Fund			
Resources			
Other Revenue	750	5200	\$ 4,450
			\$ 4,450
Requirements			
Regular Earnings	130015	134465	\$ 4,450
			\$ 4,450
Transient Room Tax Fund			
Resources:			
Event Proceeds	\$ 20,000	\$ 10,000	\$ (10,000)
Transfers	\$ 106,000	\$ 46,000	\$ (60,000)
			\$ (70,000)
Requirements:			
City Sponsored Festival	\$ 100,000	\$ 30,000	\$ (70,000)
			\$ (70,000)

PASSED by the City Council and **SIGNED** by the Mayor this 5th day of January, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder