

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
MARCH 2, 2021
7:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT**
6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.
7. **CONSENT AGENDA**
 - 7.1 [Resolution No. 38-2021. Adopt July 1, 2021 through June 30, 2023 City Council's Goals](#)
Suggested Action: Motion to adopt the City Council's July 1, 2021 through June 30, 2023 City Council's Goals
 - 7.2 [Resolution No. 39-2021. Adopt 2021-2023 City Council Rules](#) *Suggested Action: Motion to adopt 2021-2023 City Council Rules*
8. **NEW BUSINESS**
 - 8.1 [First Reading of Ordinance No. 834 - An Ordinance amending title ten and title five of the municipal code as well as chapter two of the comprehensive plan of the City of Umatilla to adopt a new residential zone and modify the regulations for discharge of a firearm in City limits.](#) *Suggested Action: Council unanimously voted to approve City of Umatilla Plan Amendment PA-3-19. Ordinance No. 834 will implement Plan Amendment PA-3-19 by amending the City of Umatilla Zoning Ordinance and Comprehensive Plan. A sample motion for a first reading is provided below.*

I move for a first reading of Ordinance No. 834 by title only.
 - 8.2 [Approval of Ordinance No. 834 - An Ordinance amending title ten and title five of the municipal code as well as chapter two of the comprehensive plan of the City of Umatilla to adopt a new residential zone and modify the regulations for discharge of a firearm in City limits](#) *Suggested Action: Staff recommends adoption of Ordinance No.834 a sample*

motion is provided below.

I move to adopt Ordinance No 834.

- 8.3 **City Representative on Chamber Board** *Suggested Action: The Personal Services Agreement between the Chamber and City provides the City shall have a representative as a voting at-large member of the Chamber Board. In odd numbered years the City Manager shall recommend a representative to be confirmed by the City Council for recommendation to the Chamber, and then confirmed by the Chamber Board. Community Development Director Brandon Seitz has served as the City's representative on the Chamber Board since approval of the agreement in July of 2020.*

The City Manager is recommending re-appointment of Community Development Director Brandon Seitz to serve as the City's representative to the Chamber subject to confirmation by City Council and the Chamber Board. A sample motion is provided below.

I move to recommend appointment of Community Development Director Brandon Seitz as the City's representative on the Chamber Board.

- 8.4 **Resolution No. 36-2021** *A resolution to award contractor Cascade Civil Corp a contract in the amount of \$249,968 for construction of the City of Umatilla 6th St: L-Switzler Ave Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement Suggested Action: Motion to approve Resolution No. 36-2021*
- 8.5 **Resolution No. 37-2021** *A resolution to award contractor Nelson Construction Corp a contract in the amount of \$460,761.65 for construction of the City of Umatilla Wanapa Temporary Access Road Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement Suggested Action: Motion to approve Resolution No. 37-2021*

9. **PUBLIC COMMENT**

10. **DISCUSSION ITEMS**

- 10.1 **Utility Easement Request - Qwest Corporation, d/b/a CenturyLink QC** *is requesting the City grant a utility easement for operation of a communication system. The easement would be on property commonly known as Tax Lot 1000 on Assessors Map 5N2817 (TLID # 5N28170001000). Suggested Action: Discussion only.*

11. **MAYOR'S MESSAGE**

12. **COUNCIL INFORMATION & DISCUSSION**

13. **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.*

14. **OPEN EXECUTIVE SESSION**

15. **EXECUTIVE SESSION**

15.1 Executive Session - ORS 192.660 (2)(e) authorizes the executive session to consider a real property transaction. *Suggested Action: N/A*

16. **ADJOURN EXECUTIVE SESSION**

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: Resolution No. 38-2021. Adopt July 1, 2021 through June 30, 2023 City Council's Goals	Meeting Date: 2021-03-02
---	------------------------------------

Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
---	-------------------------------------	---	----------------------

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

Reviewed by Finance Department: Yes	Previously Presented: 01/19/2021
---	--

Attachments to Agenda Packet Item:

[RES 38-2021.docx](#)

[July 2021 through June 2023 City Council Goals FINAL.docx](#)

Summary Statement: Motion to adopt the City Council's July 1, 2021 through June 30, 2023 City Council's Goals

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

RESOLUTION NO. 38-2021

A RESOLUTION OF THE UMATILLA CITY COUNCIL ADOPTING COUNCIL GOALS FOR JULY 1, 2021 THROUGH JUNE 30, 2023.

WHEREAS, the City Council of the City of Umatilla have determined that setting specified goals to be in the best interest of the City of Umatilla; and

WHEREAS, the City Council, at their January 19, 2021 and February 16, 2021 Council Workshops, discussed and determined the highest and best interests of the City of Umatilla and to work toward the creation of these Council Goals; and

WHEREAS, the results of said meetings are identified in the attached City Council Goals July 1, 2021 through June 30, 2023 document; and

WHEREAS, the City Council believes these goals and objectives to be the City's primary objectives and wishes to leave them in place through June 30, 2023; and

WHEREAS, by approving this document by Resolution, the Council is clearly identifying their goals and objectives for the benefit and direction of the City of Umatilla and for City staff to implement under the direction of the City Manager; and

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

Section 1. That the City of Umatilla City Council hereby adopts the City Council Goals July 1, 2021 through June 30, 2023 as attached.

Section 2. This Resolution is effective July 1, 2021.

PASSED by the City Council and **SIGNED** by the Mayor this 2nd day of March 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



City of Umatilla City Council Goals July 1, 2021 – June 30, 2023

Purpose: To sufficiently and appropriately manage and meet the community's expectations for high quality services, provide a general vision to manage growth and improvements, and to strengthen and diversify Umatilla's economic vitality and increase quality of life to our residents and visitors.

Guiding Principles: The City Council sets policy direction to guide staff implementation of these goals. The 2021 – 2023 City Council Goals are to serve as a vision for the City during this set duration and is not intended to be an exhaustive list of goals. This list of goals is representative in nature and without a hierarchy of priorities. Councilmembers will be a positive and resourceful representative for Umatilla and communicate well with residents, businesses, and our partners. City Council will support the City Manager to implement the operational aspects of these adopted goals.

Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.

Desired Outcome: To sustain, grow, and enhance the City's Livability and Quality of Life by supporting and increasing public safety; encouraging increases in public health initiatives like community and private investments in medical facilities, wellness programs, and recreational activities; and emboldening a local culture that supports, encourages, promotes, and solicits events, festivals, and public gathering opportunities.

Objective 1.1: Support proactive and alternative community policing efforts that promote prevention, rehabilitation, and substance abuse circumvention. When possible, invest in early prevention services and programs.

Objective 1.2: At a minimum, maintain the FY20/21 Police Department staffing levels and funding and support a department with a high emphasis on officer training and purchasing of state-of-the-art police technologies and equipment.

Objective 1.3: Coordinate all major community events with the Police Department to help ensure public safety. Whenever possible, encourage officer presence at all major events as appropriate and as resources allow.

Objective 1.4: Financially and otherwise support the creation of new city-sponsored recreation programs for people of all ages. Increase and expand partnerships with other public facilities, like the Umatilla School District and others, for public use to support such programs.

Objective 1.5: Partner with other jurisdictional public health programs and private health providers in efforts to reduce tobacco use, marijuana use, substance abuse, reduce alcoholism, and reduce obesity. Seek grant opportunities to do so and give priority use of city-owned facilities to organizations that support these efforts.

Objective 1.6: Recognize the high benefit and resolve that one of the highest priorities to our community is to provide a city-wide trail and pathway system that encourages walking, jogging, biking, and mobile leisure as well as enhances public safety by reducing the risk of pedestrian/vehicle accidents.

Objective 1.6.1: While ensuring to be good stewards of the public's lands, every effort should be made to maximize river front trails and public access to our rivers and beautiful natural landscapes and views that includes our rivers, mountains, hills, wetlands, and desert features.

Objective 1.7: Continue to research the acquisition and eventual development of an all-new Outdoor Community Festival and events

facility with the capacity to host large events of at least 7,500 people. If possible, attempt to procure property with river front features.

Objective 1.7.1: Until an Outdoor Community Festival Facility is developed or determined to be nonviable, use of Big River Golf course to host large events, especially during shoulder seasons (March/April or October/November), should be strongly considered.

Objective 1.8: Continue to cultivate professional relationships and partner with the Umatilla Chamber of Commerce. Work collaboratively to promote events, work to increase businesses, and encourage community memberships and participation. Determine the best use of city facilities that both supports the partnership and supports the community overall.

Objective 1.9: Invest in, support, and encourage downtown revitalization.

Objective 1.9.1: Increase City grant program funding to financially support and encourage facade improvements. If possible, work to increase the total amount available and the amount available for each applicant project.

Objective 1.9.2: If resources allow, create an all-new City grant program to assist businesses with costs associated with locating their business into Umatilla commercial buildings throughout the City (does not include home-based businesses). Additional incentives should be made available to those businesses looking to locate in any downtown building that has been vacant for at least two years.

Objective 1.9.3: Procure, through purchase and/or condemnation, unsafe, chronically vacant, or run-down buildings. Rehabilitate and/or refurbish such newly acquired buildings or work closely with developers and investors to do so. When appropriate, keep as publicly owned buildings; otherwise, make every effort to get the newly refurbished

buildings back into private ownership to encourage business and economic growth.

Objective 1.9.4: Follow best practices and principles for downtown urban beautification; at a minimum, encourage tree plantings, flowers, ornamental lighting and fixtures, natural and manicured landscapes, and the like. If necessary, do so through code revisions.

Objective 1.10: Invest in at least one all-new large (more than 3,000 people per day) multi-day city-sponsored event/festival that will occur annually.

Objective 1.11: Construct the Umatilla Business Center: rehabilitation of the old post office and all-new construction, Village Square Park improvements, alley improvements, parking lot, I Street improvements, and 7th St. improvements. Make every effort to achieve a “Festival Street” concept. Continue to explore the possible procurement of the Umatilla School District’s maintenance building to eventually be converted into a Community Recreation Center or other City facility

Objective 1.12: Make efforts to establish work place safety. Work to establish Umatilla as a community that emphasizes emergency preparedness. Make any effort possible to ensure that all City functions can operate during times of crisis or if power or other core utilities were to temporarily be unavailable. At least once during 2021-2023, coordinate and carryout a “table-top” exercise with all other emergency service organizations in the area and work to remedy any gaps that may have been identified from this exercise.

Goal 2: Promote Economic Development and Job Growth

Desired Outcome: Achieve economic stability and sustained job growth, build a highly skilled and flexible local workforce, concentrate on retaining and expanding existing local businesses, recruit new businesses that are well-suited for success in our region, encourage education, strengthen tourism,

promote and encourage the preservation of our historic assets and history, support residential and commercial developers, invest in infrastructure and technology, ensure adequate supply of development-ready lands for commercial/residential/industrial use, and encourage development that is environmentally sensitive.

Objective 2.1: Continue to strongly support and encourage the development of data centers.

Objective 2.2: Promote diversification of the commercial/industrial base.

Objective 2.3: Reduce barriers to economic growth. Listen to commercial and industrial developers, partners, staff, and the public to reduce such barriers.

Objective 2.4: Cooperate with local educational institutions to coordinate training/skill requirements to meet the needs of local employers. Reduce barriers to obtaining necessary or upgraded job skills.

Objective 2.5: Cooperate with business, educational institutions, community organizations, and government to provide information to local businesses.

Objective 2.6: Assist local and non-local firms in finding appropriate development sites for expansion and encourage local employers to grow in-place.

Objective 2.7: Cooperate with other agencies and institutions to identify programs and services to assist in the creation of new small businesses.

Objective 2.8: Promote start-up businesses with both financial and technical assistance. Create a city-run business incubator program that helps new businesses off-set some of the risks of starting a new business.

Objective 2.9: Partner with the Chamber of Commerce and other organizations to create local programs which 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.

Objective 2.11: Improve in the city's economic vitality and competitiveness by investing in our utility infrastructure, transportation systems, and recreational opportunities.

Objective 2.12: Adopt updated Commercial Design Standards no later than August 31, 2021.

Goal 3: Enhance and Cultivate Relationships, Partnerships, and Community Perceptions

Desired Outcome: To enhance already positive local, regional, and state-wide relationships and to strengthen or improve poor relationships. To cultivate current partnerships and to expand partnerships that will help achieve Goals 1 and 2.

Objective 3.1: Strengthen community relations and improve public perception through proactive community engagement.

Objective 3.1.1: Create opportunities for residents to build relationships within their neighborhoods to foster social cohesion, sense of community, and broaden understanding.

Objective 3.2: Actively promote positive actions the City is providing in our community. Promotions may include, but are not limited to: events, parks programs, festivals, city services provided, City staff achievements, elected officials' achievements, completed projects, partnership achievements, etc.

Objective 3.3: Continue to build upon positive Police Community Engagement activities, especially in socio-economically challenged areas to create meaningful engagement opportunities.

Objective 3.4: Expand public involvement opportunities. Make every effort possible to ensure to provide the the public the ability to participate in-person or remotely through utilization of technology. Whenever possible, use live-streaming services of Council or Committee meetings. Post recordings to the City's website to be viewed on-demand.

Objective 3.4.1: Actively solicit and encourage the community to become committee members, task force members, and to join advisory committees. Each position should be advertised prior to any appointment or re-appointment.

Objective 3.4.2: Whenever possible, provide opportunities for the public to provide feedback on strategic plans, master plans, improvements plans, etc. Participation should be made as accessible as possible and should utilize traditional methods such as town halls or in-person comment opportunities; and should utilize technology whenever possible.

Objective 3.4.3: Encourage city-wide "Community Honor" activities such as Community Clean Up Days, Community Day of Service, Community Historical Celebrations, and similar.

Objective 3.4.4: Create a Mayor's Choice: Citizen of the Year Award to be presented at either a major Community appreciation event or during a City Council meeting. The recipient of this award will have a day declared in their honor via Mayoral Proclamation.

Objective 3.4.5: Create programs in partnership with the School District and/or other education organizations to have students

Pre-K through high school to come and lead City Council in the Pledge of Allegiance at each Regular Council Meeting.

Goal 4: Increase Public Involvement, Increase Transparency, and Enhance Cultural Diversity

Desired Outcome: To develop and implement highly efficient and transparent communication methods with the public, encourage public participation through each of our processes, and welcome and engage all members of our community by eliminating barriers of participation. Promote a higher sense of community spirit and inclusiveness through celebrating culture, tradition, history, holidays, and community achievements.

Objective 4.1: Invest in and utilize videoconferencing or webinar technology that will allow the public to interact with City Council or their appointed commissions/committees from anywhere with connection to the internet.

Objective 4.2: Create and continue to increase on-demand city information and data available to the public on the City's website.

Objective 4.3: At least quarterly, publish a City newsletter to be circulated in print and online.

Objective 4.4: At least once a year, host "town hall" or informational sessions for the public to come interactively discuss topics that are important to them.

Objective 4.5: Expand outreach to and engagement with residents who have limited English proficiency by developing and executing strategies specifically designed to build relationships and encourage participation with this citizen group.

Objective 4.6: Seek opportunities to partner with organizations that celebrate or teach about our diverse heritage. These may include

education seminars, dances, festivals, trainings, or similar. Whenever possible, provide venue space to host such activities.

Objective 4.7: Whenever possible, Council members or city officials should accept invitations or seek opportunities to speak/present in neighborhood groups, businesses, or other local boards or outside organizations to share information about City affairs and share these goals.

Goal 5: Perform at the Highest Levels of Operational Excellence

Desired Outcome: Provide exceptional customer service that exceeds the public's expectations, invest in staff and elected official development, and sustain and improve the City's financial positions.

Objective 5.1: Continue to invest in staff's professional development.

Objective 5.2: At least twice a year, offer training to elected officials. Topics may include at least the following: use of City technology, public official ethics, public meetings, public records, roles and responsibilities, basic budgeting, media relations, or use of social media.

Objective 5.2.1: Each year, in April and October, have City staff provide a City Tour to elected officials.

Objective 5.3: Integrate a Customer Service element to annual employee performance evaluations.

Objective 5.4: At least annually, poll the community regarding their level of satisfaction with any recent service they have received from the City.

Objective 5.5: Increase the number of customer self-service options for those who wish to limit their direct interaction with staff or elected officials.

Objective 5.6: Focus efforts on retention of employees. Ensure that wages and benefits are competitive, frequency of trainings are appropriate, and employee recognition and morale is a priority.

Objective 5.7: Expand the City's social media presence being sure to utilize multiple platforms to engage with the community "where they are." Use social media as part of our overall communication efforts and to also create opportunities to bolster our sense of community, celebrate our history and diversity, and create excitement for the work we are doing and events we are sponsoring.

Objective 5.8: Receive the Government Finance Officers Association (GFOA) Distinguished Budget Award annually.

Objective 5.9: At a minimum, maintain a prudent operational reserve of at least 20% in each of the following funds: General Fund, Street Fund, Water Fund, and Sewer Fund. Whenever possible, all major capital purchases should be planned utilizing a multi-year savings approach.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 39-2021. Adopt 2021-2023 City Council Rules	Meeting Date: 2021-03-02
--	------------------------------------

Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
---	-------------------------------------	---	----------------------

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

Reviewed by Finance Department: Yes	Previously Presented: 01/19/2021
---	--

Attachments to Agenda Packet Item:

[RES 39-2021 Council Rules.docx](#)

[Umatilla_Council_Rules FINAL 3.2.21.docx](#)

Summary Statement: Motion to adopt 2021-2023 City Council Rules

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

RESOLUTION NO. 39-2021

**A RESOLUTION DEFINING CITY COUNCIL POLICIES AND PROCEDURES AND
REPEALING RESOLUTION NO. 46-2019**

WHEREAS, Chapter III, Section 10 of the Umatilla Charter states that the Council will adopt rules to govern its meetings; and,

WHEREAS, the City Council last approved a set of Council policies and procedures on February 7, 2019 and prior to that on November 17, 1986; and,

WHEREAS, the current rules state that “the Council shall review its rules no later than March 31st of every odd numbered year;” and

WHEREAS, both the City Council and City staff recognize the need for an update to the current set of Council policies and procedures; and

WHEREAS, these updates rules incorporate minor clarification edits to the previously adopted rules,

NOW, THEREFORE, BE IT RESOLVED that the following policies and procedures shall be adopted and adhered to by the legislative body of the City of Umatilla; and

BE IT RESOLVED that Resolution No. 46-2019 is hereby repealed.

PASSED by the Council and **SIGNED** by the Mayor this 2nd day of March, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA

COUNCIL & PROCEDURES

POLICIES

Adopted March 2, 2021

Table of Contents

Agenda	3
Agenda Packet	3
Annual Report of Boards, Commissions, Committees, and Neighborhood Associations.....	3
Attendance.....	3
Bias and Disqualification	3
City Communications	4
City Manager Evaluation.....	4
Code of Conduct	4
Communication with Staff	4
Conferences and Seminars	5
Confidentiality.....	5
Conflict of Interest	5
Consent Agenda	5
Council Rules.....	6
Council Standing Committees.....	6
Emergency Meetings	6
Ethics and Professional Conduct.....	6
Ethics or Professional Conduct Violations	7
Executive Sessions	7
Exhibits.....	8
Ex Parte Communications	8
Ex-Parte Contacts and Disqualifications	8
Expenses and Reimbursement.....	8
Filling a Vacancy of the Mayor or Council.....	8
Filling Vacancies on Boards, Commissions and Committees.....	8
Flags, Signs and Posters	9
Gifts and Recognition.....	9
Legal Advice	9
Litigation	10
Mayor and City Council Reports	10
Meeting Staffing.....	10

Meeting Times	10
Minutes	10
Motions	10
News Media	11
Order and Decorum	12
Order of Business	12
Ordinance Reading and Adoption.....	13
Parliamentary Procedure	14
Planning Commission Member Testimony	14
Presiding Officer.....	14
Public Comment.....	14
Public Records.....	15
Questioning of Staff by Council Members	15
Quorum.....	15
Reconsideration of Actions Taken	15
Representing the City.....	15
Speaking by Council Members.....	15
Special Meetings	16
Testimony Forms.....	16
Voting.....	16
Workshops	16

Agenda. The City Manager will coordinate with the Mayor (or presiding officer) on the preparation of an agenda of the business to be presented at a regular Council meeting. No items will be added to or removed from the agenda after the agenda packet is published without the approval of the City Council, which shall vote to approve, including any modifications, the agenda at the beginning of each Council meeting.

- A. A Council member may place or remove an item on a Council agenda by motion at the beginning of each Council meeting, additions and deletions to the agenda must be approved by a majority of the Council. No action shall be taken on items that are not on the agenda without first modifying the agenda by motion. Council members will endeavor to have subjects they wish considered submitted in time to be placed on the agenda, and shall attempt to notify the City Manager in advance of proposing changes to the agenda.
- B. A Councilor who desires major policy or ordinance research should first raise the issue at a meeting under Council Business. The Council should consider items in light of City priorities and workload and agree to proceed with an issue or ordinance before staff time is spent preparing a report. The Councilor may present information or a position paper or ask for a department report or committee recommendation. Councilors who agree that staff time can be spent on a particular item are not bound to support the issue when it comes before the Council for a vote.

Agenda Bill. Each item of Council business requiring Council action shall be accompanied by an Agenda Bill in a format approved by the Council. In general, the contents of an Agenda Bill include, but are not limited to: Agenda Bill Summary Sheet, Attachments (contracts, policies, etc.), and the corresponding Resolution(s) or Ordinance(s).

Agenda Packet. The Agenda Packet is the accumulation of all Agenda Bills, Manager's Reports, and any other presentation or informational item included for discussion or action by the Council. Council agendas and agenda packets will be published the Friday prior to the meeting. The agenda packet will be available for the City Council and public by 4:00 pm the Friday prior to any Council meeting.

Annual Report of Boards, Commissions, Committees, and Neighborhood Associations. Each board, commission and committee will annually report to the Council on its activities for the previous year, including their recommendations. The report will be prepared in a format prescribed by the Council.

Attendance. Councilors will inform the Mayor and the City Manager if they are unable to attend any meeting. Additionally, the Mayor will inform the Council President and the City Manager regarding any absence by the Mayor. The Mayor or the City Manager, without a majority vote of the Council, may excuse the attendance of a member of the Council at any meeting for illness, vacation or other reasonable cause. Only a majority vote by the Council shall determine an absence is unexcused. The absence of a member of the Council shall be recorded in the minutes as either excused or unexcused. Three unexcused absences within any twelve month period may result in the dismissal of the council member or Mayor upon majority vote.

Bias and Disqualification. Prior to the commencement of a quasi-judicial hearing, each Councilor must disclose his or her previous pre-judgment, personal interest or participation in any manner or action on the matter to be heard and shall state whether he or she can participate in the hearing without bias or prejudice. Any quasi-judicial hearing that presents a fiduciary or financial conflict is cause for recusal of any council member or the Mayor. If the Councilor deems him or herself unable to hear the matter

impartially, the Councilor has a duty to step down from the hearing and participate as a citizen, if so desired.

- A. Any person may challenge the qualifications or impartiality of any Councilor about to participate in the discussion and decision. The challenger must state facts relied upon from which the party has concluded that the Councilor will not likely participate and/or make a decision in an impartial manner. Such challenges shall be made at the beginning of the public hearing. The Mayor shall then give the challenged member an opportunity to respond. Any such challenge to a Councilor shall require a vote of the Council to accept or deny the challenge. The Councilor being challenged shall not vote unless required by the law of necessity to do so. Such challenges shall be recorded into the record of the hearing. If the City Council majority determines that the member is biased, it may disqualify the member by majority vote from participating in a decision. In which case, the Councilor may participate in the proceedings as a private citizen if the Councilor is a party with standing.

City Communications. As a general policy, the City communication tools (including, but not limited to: newsletter, website, mailers, postcards, bulletin boards, email newsletters and videos) should be used solely for City government related content. Events not sponsored entirely or partially by the City should not be allowed space in City communications. Requests for placement of articles in City communications shall be approved by the City Manager or his/her designee.

City Manager Evaluation. The evaluation of the City Manager will be performed under the terms of the Manager's contract.

Code of Conduct. Council members commit to conduct themselves in a manner where the dignity and rights of the individual are respected and honored. Harassment in any form will not be tolerated by and between members of City Council, the City Attorney, the Municipal Judge, city boards, commissions and task forces, and persons appointed to service without pay. As to forms of harassment and other inappropriate conduct, the Council shall consult the City's Personnel Policies for City employees for guidance.

Communication with Staff. Mayor and Councilors shall respect the separation between policy making and administration by:

- A. Supporting the Council-Manager form of government by adhering to the policy of noninterference in the administration of day-to-day City business, which is directed by the City Manager.
- B. Attempting to work together with the staff as a team in a spirit of mutual confidence and support.
- C. At all times respecting the administrative functions of the City Manager and various department heads, and refraining from actions that would undermine the administrative authority of the City Manager or department heads. In all events, the Council will abide by the City Charter and Municipal Code when dealing with the City Manager.
- D. Limiting all inquiries and requests for information from staff or department heads to those questions that may be answered readily or with only the most minimal of research. Questions of a more complex nature shall be addressed to the City Manager. Such questions should, whenever possible, be put in writing. Questions requiring significant staff time or resources (one hour or

more) shall require the approval of the City Manager. All pertinent information given by the City Manager to the Mayor or a Councilor shall be distributed to all the Councilors.

- E. Limiting individual contacts with City officers and employees so as not to influence staff decisions or recommendations, to interfere with their work performance, to undermine the authority of supervisors or to prevent the full Council from having benefit of any information received.
- F. Respecting roles and responsibilities of staff when and if expressing criticism in a public meeting or through public electronic mail messages.

Conferences and Seminars. Members of the Council are urged to educate themselves about local government. To that end, and as funding allows, Councilors are urged to attend the League of Oregon Cities functions. Requests to attend other government related conferences, training seminars and meetings will be presented to the City Manager for approval. Members of the Council who serve on committees or the boards of the League of Oregon Cities, the National League of Cities or other such government group will be reimbursed for reasonable expenses not covered by the respective body. Councilors shall report on information received from their trainings and attended conferences at the next available Council meeting upon return.

Confidentiality. Councilors will keep all written materials marked as confidential in complete confidence to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, the City Manager or City Attorney.

- A. If the Council, in executive session, provides direction or consensus to staff on proposed terms and conditions for any type of negotiation whether it be related to property acquisition or disposal, pending or likely claim or litigation, or employee negotiations, all contact with other parties shall be made by designated staff or representatives handling the negotiations or litigation. A Councilor will not have any contact or discussion with any other party or its representative nor communicate any executive session discussion.
- B. All public statements, information, or press releases relating to a confidential matter will be handled by designated staff, the Mayor, or a designated Councilor.
- C. The Council, by resolution, may censure a member who discloses a confidential matter.

Conflict of Interest. Councilors shall adhere to State laws concerning conflicts of interest. Conflicts of interest arise in situations where a Councilor has an actual or potential financial interest in the matter before the Council. Under state law, an actual conflict of interest is defined as one that would be to the private financial benefit of the Councilor, a relative or a business with which the Councilor is associated. ORS 244.020. A Councilor must publicly announce potential and actual conflicts of interest, and, in the case of actual conflict of interest, must refrain from participating in debate on the issue or from voting on the issue unless allowed by state law. ORS 244.120.

Consent Agenda. In order to make more efficient use of meeting time, the City Manager shall place all items of a routine nature or which no debate is expected on the Consent Agenda. Any item placed on the consent agenda shall be disposed of by a single motion "to adopt the consent agenda" which shall not be debatable. During the "Approve the Agenda" section of Council Meetings any Councilor or the Mayor can remove an item from the Consent Agenda by simple request to do so. An item removed from the consent

agenda shall not receive public testimony unless agreed to by a majority of the quorum. Any item removed from the Consent Agenda will be discussed and considered as the first business item of the meeting.

Council Rules. Pursuant to Chapter III, Section 10, of the Umatilla City Charter, the Council shall adopt Council Rules. The Council shall review its rules no later than March 31st of every odd numbered year. Amendments shall be adopted by a majority vote. The Council rules are not intended to replace or supersede any applicable federal or state laws or regulations, City ordinances or policies, or provisions of the City Charter. These rules may be suspended upon an affirmative vote of the Council.

Council Standing Committees. The principles of good Council procedure indicate the value of standing committees by the City Council and as such, the following standing committees will be appointed by the Mayor at the first regular Council meeting each calendar year:

- A. Finance
- B. Police
- C. Streets and Lights
- D. Public Works
- E. Community Development
- F. Personnel
- G. Policy

Each committee will consist of two Councilmembers, the Mayor or a designated third Councilmember from another committee when overlapping issues are discussed, with the City Manager and appropriate staff.

Special (temporary) committees may be created by the Council for special assignments. When so created, such committees shall be appointed by the Mayor and shall terminate upon completion of their assignment, or they may be terminated by a majority vote of the Council attending at any regularly scheduled meeting.

Emergency Meetings. In the case of an emergency, an emergency meeting may be called by consent of all available Councilors upon such notice as is appropriate to the circumstances. The minutes of the emergency meeting shall describe the emergency justifying less than 24 hours' notice. The City shall attempt to contact the media and other interested persons to inform them of the meeting. Councilors are responsible to inform staff of how they can be reached when out of town.

Ethics and Professional Conduct. All members of the City Council shall constantly strive to meet the highest ethical standards in their role of City Councilor. Councilors are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefitting any individual or special interest group at the expense of the City as a whole. Councilors should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, social station, or economic position.

Among these standards are:

- I. Councilors shall review and observe the requirements of the State Ethics Law (ORS 244.010 to 244.390) dealing with use of public office for private financial gain.
 - A. Councilors shall give public notice of any conflict of interest or potential conflicts of interest and the notice will be reported in the meeting minutes. In addition to matters of financial interest, Councilors shall maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims, and transactions coming before the Council. This general obligation includes the duty to refrain from:
 1. Disclosing confidential information or making use of special knowledge or information before it is made available to the general public.
 2. Making decisions involving business associates, customers, clients, and competitors.
 3. Promoting relatives, clients or employees for boards and commissions.
 4. Requesting preferential treatment for themselves, relatives, associates, clients, coworkers or friends.
 5. Seeking employment of relatives with the City.
 6. Actions benefiting special interest groups at the expense of the City as whole.
- II. Adhere to these approved Council Rules.

Ethics or Professional Conduct Violations.

- A. The Council has the inherent right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. The Council, acting as a whole, may reprimand or discipline to the extent provided by law, any member(s) of the council, or any member(s) of a board, commission or committee directly associated with the City Council.
- B. To exercise such right, the alleged offender(s) must first be notified of a finding that reasonable ground exists that a substantial violation has occurred prior to referral for investigation of the Council. Council may hold an executive session to consider the complaints or charges unless the person requests an open hearing according to ORS 192.660(2)(b) Discipline of Public officers and employees.
- C. The accused member(s) shall have the right to present a defense to the allegations, including the right to have legal representation at such meeting.
- D. Upon finding that a substantial violation has occurred, the Council may, upon unanimous vote of the balance not accused, proceed with censure or impose a proper sanction.

Executive Sessions. An executive session (meeting closed to the public) may be held in accordance with the appropriate statutory limits of ORS 192.660(2). All executive sessions shall be audio recorded as provided for in ORS 192.650(2) unless the Council determines that written minutes should be taken. Material discussed during an Executive Session should not be disclosed, as provided in ORS 192.610 and 192.660. Executive session subjects are limited to: hiring the City Manager or City Attorney, dismissal or discipline, labor negotiations, real property transactions, exempt public records, trade negotiations,

consultation with City Attorney on litigation or potential litigation, City Manager or City Attorney evaluations, public investments, and any other topic allowed by State statute.

Exhibits. Exhibits presented before the Council in connection with its deliberations on a legislative, quasi-judicial or other substantive matter shall be accepted by the Council and made part of the record. The exhibit shall be marked for identification and referenced in the minutes. The exhibit or a copy thereof shall be provided to the meeting recorder.

Ex Parte Communications. When Council receives any ex parte communication, Council should inform the citizen that the Council is interested in his or her perspective; however, because the Council is hearing the associated land use application, Council are advised to refrain from reading and responding to information outside of the public hearing process. Council should inform the citizen that the information received is being forwarded to staff for inclusion in the public record. Council shall then forward all ex parte correspondence received to staff as soon as possible for inclusion in the land use file, and if possible, the record.

Ex-Parte Contacts and Disqualifications. In the case of quasi-judicial decisions, Ex-parte contacts consist of being party to any written or verbal communication by a party about a fact that relates to any issue of the hearing that occurs when other interested parties are not present or able to receive the information.

Councilors are advised to refrain from engaging in discussions about a pending quasi-judicial decision outside of the public hearing. However, if a Councilor partakes in or receives written or oral ex-parte contact prior to any such hearing, the Councilor shall disclose the communication for the record and/or reveal the contact and substance of the contact prior to the commencement of the hearing. The Councilor will state whether such contact affects his/her ability to vote on the matter in an impartial manner and whether he/she will participate or abstain. The presiding officer shall then announce the right of interested parties to rebut the substance of the communication. If the Council determines that the Councilor should step down for the hearing by a majority vote, the Councilor would then be allowed to participate in the proceedings as a private citizen.

Expenses and Reimbursement. Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, set forth in the policy manual. Councilor expenditures for other than routine reimbursable expenses (e.g. conference registration, travel, etc.) will require advance City Manager approval.

Filling a Vacancy of the Mayor or Council. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The vacancy will be advertised and applications will be accepted. After the filing deadline has passed, the Council may conduct public interviews of applicants. The Council will make a decision to fill the vacancy in a public meeting. The appointee's term of office runs from appointment until the next general election when the appointee must run for office to fill the remaining term of office, if any, of that appointee's position. If a disability prevents a council member from attending council meetings or a member is absent from the city, a majority of the council may appoint a councilor pro tem.

Filling Vacancies on Boards, Commissions and Committees. When a vacancy occurs on any standing commission, board or committee, a public announcement of the vacancy will be made with sufficient time and information provided regarding the duties of the positions and the process of filing an application.

The Council may interview applicants for all Boards and Committees. The Mayor, with the approval of the Council, shall fill all vacancies of City committees, boards and commissions.

With the consent of the Council, the Mayor may remove a citizen from a City committee or commission prior to the expiration of the term of office. Reasons for removal may include, but are not limited to: missing three consecutive regular meetings of the committee or commission, disruptive or inappropriate behavior prior to, during, or after committee or commission meetings which prohibit the advisory body from completing its business in a timely manner, or not acting in the best interest of the citizens or City. This includes preventing a committee or commission from carrying out its goals and objectives.

When the Mayor is satisfied that it would be in the best interest of the City and the committee or commission, a citizen may be removed from an advisory position by the following process:

- A. The Mayor will initiate the process by reporting his or her concerns to the City Manager in writing.
- B. Upon review by the City Manager, the Mayor will request the citizen to submit a letter of resignation within 10 days from the Mayor's notification to committee or commission member. The Mayor's letter will contain the reasons for requesting the resignation. The citizen may submit a letter of response as to why he or she should remain on the committee or commission. This letter will be reviewed by the Council prior to action on the removal request from the Mayor.
- C. The Mayor will request the item be placed on a regular Council meeting agenda for consideration for removal of the citizen from the committee or commission. The citizen will be notified of the Council meeting date when this issue will be discussed.
- D. If the Council approves the Mayor's request for removal, the Mayor will send a letter to the citizen informing him or her that he or she has been removed from the committee or commission.

Flags, Signs and Posters. No flags, posters, placards or signs may be carried or placed within the Council chambers in which the Council is officially meeting. This restriction shall not apply to arm bands, emblems, badges or other articles worn on personal clothing or individuals, provided that such devices do not interfere with the vision or hearing of other persons at the meeting or pose a safety hazard.

Gifts and Recognition. On occasion, and within the approved budget, the Council may wish to purchase a gift or memento for someone with City funds. Service awards or recognition certificates shall be prepared and presented, after service is completed, to all volunteers who served on the Council Standing Committees. More ornate plaques or similar service recognition awards shall be prepared and presented for all volunteers who have served for five years or more. All other gifts or recognition awards shall receive prior approval from the Mayor or a consensus of the Council.

Legal Advice. Requests to the City Attorney for advice requiring more than fifteen minutes of legal research shall not be made by a Councilor or the Mayor except with the concurrence of the majority of the Council. Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Manager to ascertain whether the request or action can be accomplished more cost-effectively by alternate means. Outside a Council meeting, a Councilor should make requests of the City Attorney through the City Manager. Exceptions to this are issues related to the performance of the City Manager and unique and sensitive personal, yet City business-related requests.

The City Attorney shall in either case provide any written response to the full Council and City Manager, except as noted above.

Litigation. The Council will meet in Executive Session with the City Manager and City Attorney within 30 days of the City's receipt of:

- A. A statutory notice of claim, or
- B. A judicial or administrative filing which initiates action against the City.

Mayor and City Council Reports. The Mayor and Councilors will report on the regional meetings they attend on behalf of the city.

Meeting Staffing. The City Manager shall attend all Council meetings unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote. The City Attorney shall attend Council meetings upon the request of the City Manager unless excused, and will, upon request, give an opinion, either written or oral, on legal questions. The City Attorney, if requested, shall act as the Council's parliamentarian. The City Recorder shall attend all Council meetings, unless excused, and shall keep the official journal (minutes) and perform such other duties as may be needed for the orderly conduct of meetings. Department directors or other staff will attend Council meetings upon request of the City Manager.

Meeting Times. In accordance with the Chapter III, Section 11 of the Umatilla City Charter, the City Council shall hold a regular meeting at least once each month. It is anticipated that this meeting will take place on the first Tuesday of each month beginning at 7:00 p.m. All other Council meetings will be either Work Shops or Special Meetings and typically scheduled on the third Tuesday of each month beginning at 6:00 p.m. Council meetings which exceed three hours in length shall be continued to the following evening or the following Council meeting unless extended by majority vote of the Council. Should the need arise; any member of the Council may request a short break.

Minutes. Minutes will be taken in accordance with ORS 192.650 (1) which states that meetings of the Council shall provide for the sound, video or digital recording or the taking of written minutes of all its meetings. Neither a full transcript nor a full recording of the meeting is required, except as otherwise provided by law, but the written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants. Minutes shall include the following information: (1) Members present; (2) Motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition; (3) Results of all votes and the vote of each member by name; (4) The substance of any discussion on any matter; and (5) A reference to any document discussed at the meeting. All City Council meetings shall be either audio or audio and video recorded unless the Council determines that written minutes are sufficient for a specific meeting. Staff will post Draft Minutes online within two weeks of the meeting. Minutes will remain draft until approved. Minutes will be posted on the agenda for approval at the next regular business meeting.

Motions. When a motion is made, it shall be clearly and concisely stated by its maker. Councilors are encouraged to exercise their ability to make motions and to do so prior to debate in order to focus discussion on an issue and speed the Council's proceedings. The Presiding Officer will state the name of the Councilor who made the motion and the name of the Councilor who made the second. When the

Council concurs or agrees to an item that does not require a formal motion, the Presiding Officer will summarize the agreement at the conclusion of discussion. The following rules shall apply to motions during proceedings of the Council:

- A. A motion may be withdrawn by the maker at any time without the consent of the Council.
- B. If a motion does not receive a second, it dies. All motions that must receive a second, must do so within three minutes or the motion is considered to have not received a second. Certain motions can proceed without a second, including nominations, withdrawal of motion and agenda order.
- C. When a motion is made, the mayor shall not vote except in case of a tie vote of the members of the council present at a meeting.
- D. A motion to table is not debatable unless made during a land-use hearing and precludes all amendments or debate of the issue under consideration. If the motion prevails, the matter may be taken from the table only by adding it to the agenda of a regular Council meeting scheduled within the next ninety days at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.
- E. A motion to postpone to a certain time is debatable and amendable, and may be reconsidered at the same meeting. The question being postponed shall be considered at a later time, at the same meeting, or at a specified time in the future. A motion to postpone indefinitely is debatable and is not amendable and may be reconsidered at the same meeting only if it received an affirmative vote. The object of this motion is not to postpone, but to reject the question without risking a direct vote when the maker of this motion is in doubt as to the outcome of the question.
- F. A motion to call for the question shall close the debate on the main motion and is not debatable. This motion must receive a second and fails without a majority vote. Debate is reopened if the motion fails.
- G. A motion to amend can be made to a motion that is on the floor and has been seconded. An amendment is made by inserting or adding, striking out, striking out and inserting, or substituting.
- H. Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, reconsideration, and take from the table.
- I. A motion to amend an amendment is in order.
- J. Amendments are voted on first, then the main motion as amended.
- K. Council will discuss a motion only after the motion has been moved and seconded.
- L. The motion maker, Presiding Officer, or meeting recorder should repeat the motion prior to voting.
- M. A motion to continue or close a public hearing is debatable.
- N. A point of order, after being addressed by the Presiding Officer, may be appealed to the body.

News Media. The Council recognizes the important role of the news media in informing the public about the decisions, activities and priorities of government. Workspace may be provided for members of the

press at Council meetings upon request so that they may observe and hear proceedings clearly. See also Executive Sessions. The terms "news media" "press" and "representative of the press" for the purpose of these rules are interchangeable and mean someone who:

- A. Represents an established channel of communication, such as a newspaper or magazine, radio or television station; and either
- B. Regularly reports on the activities of government or the governing body; or
- C. Regularly reports on the particular topic to be discussed by the governing body in executive session.

Order and Decorum. A law enforcement officer of the City may be Sergeant-at-Arms of the Council meetings. The Sergeant-at-Arms shall carry out all orders and instructions given by the Mayor for the purposes of maintaining order and decorum at the Council meeting.

- A. Any of the following shall be sufficient cause for the Sergeant-at-Arms to, at the direction of the Mayor, or by a majority of the Council present, remove any person from the Council chamber for the duration of the meeting:
 - 1. Use of unreasonably loud or disruptive language, including personal, offensive or slanderous remarks, or actions that are boisterous, threatening or personally abusive.
 - 2. Making of loud or disruptive noise, including applause.
 - 3. Engaging in violent or distracting action.
 - 4. Willful injury of furnishings or of the interior of the Council chambers.
 - 5. Refusal to obey the rules of conduct provided herein, including the limitations on occupancy and seating capacity.
 - 6. Refusal to obey an order of the Mayor or an order issued by a Councilor which has been approved by a majority of the Council present.
- B. Before the Sergeant-at-Arms is directed to remove any person from a Council meeting for conduct described in this section, that person shall be given a warning by the Mayor to cease his or her conduct. If a meeting is disrupted by members of the audience, the Mayor or a majority of the Council present may declare a recess and/or order that the Council chamber be cleared.

Order of Business. The City Manager shall have the authority to arrange the order of business as is deemed necessary to achieve an orderly and efficient meeting with final approval of the Mayor. In general, the order of business will be as follows:

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Mayor and Committee Reports

- F. City Manager's Report
- G. Public Comment
- H. Consent Agenda
- I. New Business
 - a. Items Removed from the Consent Agenda
 - b. Public Hearings
 - c. Ordinances and Resolutions
 - d. Other Business
- J. Correspondence
- K. Public Comment
- L. Discussion Items
- M. Mayor's Message
- N. Council Information and Discussion
- O. Adjourn

The Mayor may use the gavel to commence the meeting, after each vote and to close the meeting.

Ordinance Reading and Adoption. All ordinances and resolutions shall be prepared under the supervision of the City Manager and reviewed and approved as to form by the City Attorney. Ordinances and resolutions may be introduced by a member of the Council, the City Manager, the City Attorney or any department head.

- A. Unless the motion for adoption provides otherwise, resolutions shall be adopted by reference to the title only and effective upon adoption.
- B. The Council may adopt an ordinance in any of the following circumstances:
 - 1. Before being considered for adoption, the ordinance has been read in full at two separate Council meetings.
 - 2. At a single meeting by unanimous vote of the whole Council, after being read twice by title only.
 - 3. Any of the readings may be by title only if no Council member requests to have the ordinance read in full or if a copy of the ordinance is provided for each Council member and three copies are provided for public inspection at the City offices not later than one week before the first reading of the ordinance, and if notice of their availability is given forthwith upon the filing, by written notice posted at City Hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City. An ordinance enacted after first being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading unless each section

incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council.

4. Upon the enactment of an ordinance the custodian of records shall sign it with the date of its passage and the endorser's name and title of office and thereafter the Mayor, or President of the Council acting pursuant to Chapter III, Section 9 of the Umatilla City Charter, shall sign it with the date of its passage and the endorser's name and title of office. Failure of the Mayor or the President of the Council to sign it shall not invalidate it.
- C. Ordinances shall be effective on the thirtieth (30th) day following the date of adoption, unless the ordinance provides that it will become effective at a later time. An emergency ordinance which includes a provision that the ordinance is necessary for immediate preservation of the public peace, property, health, safety or morals may provide that it will become effective upon adoption.
- D. Ordinances shall be adopted by roll-call vote.

Parliamentary Procedure. The Council will follow general parliamentary procedure and is permitted to follow less formal procedures as they deem appropriate. If consensus on parliamentary procedure cannot be reached, then Robert's Rules will apply.

Planning Commission Member Testimony. In an effort to maintain the impartiality of the Planning Commission, especially in cases where issues can be remanded by the City Council back to the Planning Commission for review, the following rules are established. For legislative land use matters before the Council, Commissioners may testify as a Commissioner, as a Commission Representative if so designated by the Commission, or as a citizen. For quasi-judicial hearings or petitions for review before the Council, Commission members, who have participated in the preceding Commission decision, may not testify before the Council on the respective matter.

Presiding Officer. The Mayor shall be the Presiding Officer and conduct all meetings, preserve order, enforce the rules of the Council and determine the order and length of discussion on any matter before the Council, subject to these rules. The Council President shall preside in the absence of the Mayor. The Presiding Officer shall not be deprived of any of the rights and privileges of a Councilor. In case of the absence of the Mayor and the Council President, the City Manager shall call the meeting to order and the Council shall elect a chairperson for the meeting by majority vote.

Public Comment. General public comment is established to allow members of the public to speak for five minutes during two designated sections of each Council meeting on any community matter other items scheduled for public hearing on that same night's agenda. The Mayor may adjust comment time according to the length of the agenda or the number of requested speakers. Mayor may also, at his/her discretion, allow for an individual/organization to provide their comments during a specific item. Verbally abusive or slanderous comments are not allowed.

Councilors are not expected to engage in discussions while receiving comments; however, they may ask clarifying questions with the Presiding Officer's permission. Later, during the business portion of the meeting, Councilors may discuss concerns and direct questions to the City Manager with the understanding that answers from staff may not be immediately available.

Persons requesting to speak must first enter the requested information on the Sign-Up Sheet. A neighborhood representative may speak as an individual as well as the neighborhood representative when presenting items voted upon by the neighborhood association. When presenting items on behalf of the neighborhood association, the designated representative will be allowed up to 10 minutes for this testimony. When called upon, speakers shall first state their name and address for the record. Copies of written comments and materials are to be handed to the City Recorder to deliver to the Council and submit to the record. If a speaker wishes to show a presentation, the presentation must be delivered to City staff 48-hours prior to the meeting.

Public Records. The disposition of public records created or received by Councilors shall be in accordance with Oregon Public Records Law. Written information incidental to the official duties of a member of the City Council, including electronic mail messages, notes, memos and calendars (e.g., Outlook calendars and “Day timers”) are public records and are subject to disclosure under the Public Records Law.

Questioning of Staff by Council Members. Every Council member desiring to question the staff during a Council meeting shall address the questions to the City Manager, who shall be entitled to either answer the inquiry or designate a staff member to do so.

Quorum. The quorum requirement for the conduct of Council business is three Council members plus the Mayor, or four Council members in the event of absence by the Mayor.

Reconsideration of Actions Taken. A member who voted with the majority may move for a reconsideration of an action at the same or the next regular meeting. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council.

Representing the City. When any member of the City Council represents the City before another governmental agency, before a community organization or media, the official should first indicate the majority position of the Council. Upon returning, a reasonable effort should be made by the Council to communicate any information or questions pertinent to City business to the full Council within a reasonable timeframe.

- A. The effectiveness of City lobbying in Salem or in Washington, D.C. depends on the clarity of the City’s voice. When Councilors represent the City in a “lobbying” situation, it is appropriate that the Councilors avoid expressions of personal dissent from an adopted Council policy.
- B. When Councilors attend meetings of organizations such as the League of Oregon Cities or the National League of Cities and their boards and committees, they do so as individual elected officials and are free to express their individual views. If the City Council has an adopted policy relating to an issue under discussion, the Councilor is expected to report that fact.
- C. By resolution, the Council may appoint one or two of its members to act as negotiators with groups, individuals, or other governmental entities. Any agreements made by such negotiators shall require approval of the Council as a whole to take effect.

Speaking by Council Members. Any Councilor desiring to be heard shall be recognized by the Mayor, but shall confine his or her remarks to the subject under consideration or to be considered. Councilors will be direct and candid. Councilors will speak one at a time, allowing one another to finish.

Special Meetings. The Mayor, or in the Mayor's absence the President of the Council, may, or at the request of two or more members of the Council, call a special meeting for the Council in accordance with state law. Special meetings are to be utilized only when absolutely necessary, and public comment shall be taken at all special meetings.

- A. Written notice of a special meeting shall be given to the Council, media and public, with as much advance (up to 10 days) notice as possible, and no less than 24 hours in advance of the meeting. The notice shall be served on each member personally or electronically, or if the Councilor is not found, left at his or her place of residence. All notice requirements of ORS 192.640 shall be satisfied before any special meeting can be conducted.
- B. Special meetings of the Council may also be held at any time by common consent of all members of the Council subject to notice requirements being met. Councilors shall keep the City Manager informed of their current telephone numbers.

Testimony Forms. The testimony forms for land use hearings will have a place for citizens to mark if they are for, against, or neutral on the topic.

Voting. Every Councilor, when a question is taken, shall vote. If a Councilor is planning to abstain, the Councilor must declare the intent to abstain prior to the vote.

- A. No Councilor shall be permitted to vote on any subject in which he or she has a conflict of interest.
- B. The concurrence of a majority of the Council members present at a Council meeting shall be necessary to decide any question before the Council. The meeting recorder shall call the roll, and the order of voting shall be rotated on each question such that each Councilor, excluding the Mayor, has an equal opportunity to vote first and second to last. Since the Mayor acts as chair, the Mayor in all instances shall vote last.

Workshops. Workshops of the City Council shall be held in accordance with the Oregon Public Meetings Law. ORS 192.630. Whenever circumstances require such a session, it shall be called by the Mayor, City Manager, or two or more Councilors. These workshops may be held for Council goal setting, new Councilor training, or longer workshops for planning programs or projects. Goal setting retreats may be held out of town so long as no decision-making or discussion toward decisions occurs. Any goals arrived at by any process should be confirmed in public at a regular Council meeting. The Council may decide if the public is welcome at any of these meetings and they may be held without the opportunity for public input or comment.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: First Reading of Ordinance No. 834 - An Ordinance amending title ten and title five of the municipal code as well as chapter two of the comprehensive plan of the City of Umatilla to adopt a new residential zone and modify the regulations for discharge of a firearm in City limits.	Meeting Date: 2021-03-02
--	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
---	-----------------------------------	---------------------------------------	----------------------

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

Reviewed by Finance Department: No	Previously Presented: January 5th, 2021
--	---

Attachments to Agenda Packet Item:

[LR_ORDINANCE_NO._834_UPDATED_2-24.docx](#)

Summary Statement: Council unanimously voted to approve City of Umatilla Plan Amendment PA-3-19. Ordinance No. 834 will implement Plan Amendment PA-3-19 by amending the City of Umatilla Zoning Ordinance and Comprehensive Plan. A sample motion for a first reading is provided below. I move for a first reading of Ordinance No. 834 by title only.

Consistent with Council Goals: Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.

ORDINANCE NO. 834

AN ORDINANCE AMENDING TITLE TEN AND TITLE FIVE OF THE MUNICIPAL CODE AS WELL AS CHAPTER TWO OF THE COMPREHENSIVE PLAN OF THE CITY OF UMATILLA TO ADOPT A NEW RESIDENTIAL ZONE AND MODIFY THE REGULATIONS FOR DISCHARGE OF A FIREARM IN CITY LIMITS.

WHEREAS, the City of Umatilla is actively pursuing grant funding to provide water and sewer to the Power City area of the City of Umatilla urban growth boundary; and

WHEREAS, the City of Umatilla has met with members of the Power City community multiple times to discuss the possibility of annexation into the City of Umatilla; and

WHEREAS, some community members at aforementioned meetings stated their desire to pursue annexation into the City of Umatilla if zoning that allowed for a more rural lifestyle, including livestock allowance, was provided; and

WHEREAS, the City of Umatilla Planning Commission duly considered the goals and policies of the Comprehensive Plan and requirements of the Zoning Ordinance as those applied to the application during public hearings held on January 28, 2020 and subsequently recommended approval of the request to the City Council; and

WHEREAS, the Umatilla City Council conducted a public hearing on February 2, 2021 to consider the Planning Commission's recommendation for application PA-3-19 and adopted the Planning Commission's findings and conclusions as its own in approving the application, as contained in the *Umatilla City Council Report and Decision for Plan Amendment PA-3-19*.

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

Section 1. The Umatilla City Council does hereby adopt the findings and conclusions recommended by the City Planning Commission as its own in support of this ordinance amendment to the Umatilla Zoning Ordinance, as contained in the *Umatilla City Council Report and Decision for Plan Amendment PA-3-19*.

Section 2. Title ten – Zoning of the City Code of the City of Umatilla is hereby amended to read as follows:

Underlined language proposed to be added

ARTICLE E. LIVESTOCK RESIDENTIAL (LR)

10-3E-1: PURPOSE:

10-3E-2: USES PERMITTED:

10-3E-3: CONDITIONAL USES PERMITTED:

10-3E-4: DEVELOPMENT STANDARDS:

10-3E-5: LIMITATIONS ON USE

10-3E-1: PURPOSE:

The LR District is intended for low density, rural single-family residential uses in the

Power City Area and other applicable areas. The LR District corresponds to the LR designation of the Comprehensive Plan.

10-3E-2: USES PERMITTED:

The following uses and their accessory uses are permitted in the LR District:

- A. Single-family dwelling subject to the provision of section 10-11-9 of this title;
- B. One manufactured home on an individual lot subject to the provisions of section 10-11-8 of this title;
- C. Residential home;
- D. Family day care provider;
- E. Home occupation subject to the provision of section 10-11-1 of this title; and
- F. Accessory uses, including an accessory dwelling subject to the provisions of section 10-11-11 of this title.
- G. Keeping and raising of livestock in accordance with the limitations on use listed below.

10-3E-3: CONDITIONAL USES PERMITTED:

The following primary uses and their accessory uses may be permitted when authorized in accordance with the requirements of chapter 12 of this title:

- A. Community services uses as provided by chapter 6 of this title.

10-3E-4: DEVELOPMENT STANDARDS:

DIMENSIONAL STANDARDS

<u>Minimum lot area</u>	<u>10,000 square feet</u>
<u>Minimum lot width</u>	<u>60 feet</u>
<u>Minimum lot depth</u>	<u>100 feet</u>
<u>Minimum yard setbacks:</u>	
<u>Front and rear yard</u>	<u>15 feet</u>
<u>Side yard</u>	<u>10 feet</u>
<u>Side street yard</u>	<u>15 feet</u>
<u>Garage</u>	<u>18 feet from any street except an alley</u>
<u>Maximum building height</u>	<u>50 feet</u>

10-3E-5: LIMITATIONS ON USE:

Permitted Animals. Unless classified as a household pet, only animals explicitly permitted in this Section qualify as animals that may be kept as a Livestock Residential Animal.

Lot size requirement. Except as provided otherwise in this section, the total number of all animals (other than their young under the age of six months) allowed on a lot shall be limited to the square footages listed below for each adult animal or similar type of animal listed. These areas shall be exclusively for the animals.

(1)	<u>Horses:</u>	<u>20,000 square feet</u>
-	<u>Cattle:</u>	<u>20,000 square feet</u>
-	<u>Llamas:</u>	<u>10,000 square feet</u>
-	<u>Ostriches/emus:</u>	<u>10,000 square feet</u>
-	<u>Sheep:</u>	<u>5,000 square feet</u>
-	<u>Goats:</u>	<u>5,000 square feet</u>

(2) The number of fowl or other poultry or rabbits over the age of six months shall not exceed one for each 2,000 square feet of unimproved lot area. The number of young (under the age of six months) allowed on the property at any time shall not exceed three times the allowable number of adults.

General Animal Care. Animals being kept in a residential environment must be cared for and monitored daily to maintain animal health and to prevent nuisance problems with neighbors and the community. Animals may not be slaughtered in City Limits except for personal use or animal welfare. If the slaughtering of the animal involves the discharge of a firearm, notice shall be provided to the Umatilla police department at least two hours prior to the discharge of the firearm. The notice shall be made by phone to the Umatilla police department nonemergency number and shall include the location of the discharge, the time of the discharge, and the reason for discharge.

Sanitation, Waste, and Odors. All animal structures and roaming areas must be kept sanitary and free from accumulations of animal excrement and objectionable odors. All structures and enclosures designed for animals shall be kept reasonably free and clean of flies, and accumulated animal waste materials, and shall be subject to health regulations (county, state or federal) as may be now hereafter established.

Animal Shelter. Barns, sheds, and other structures sheltering animals shall be located a minimum of 35 feet from a side or rear property line and 75 feet from the front property line; adequate fences and corrals shall be required of the animal owner to keep animals off adjacent lands.

4-H or FFA. Domestic livestock kept solely for the purpose of a youth livestock project such as 4-H or FFA may be exempted from the square footage requirements of this section; provided, that the following conditions are complied with:

(1) Evidence is provided to the City Planning Official that the youth is duly enrolled in a 4-H or FFA livestock project and an outline of the planned project, including animal types and numbers, is also provided.

(2) Market/feeder hogs are permitted only when raised as an FFA or 4-H market animal project.

(3) Failure to comply with the sanitation control and other requirements of this section may result in the cancellation of the exemption.

Section 3. Chapter 2 of the City of Umatilla Comprehensive Plan is hereby amended to read as follows:

Underlined language proposed to be added

Red ~~strikethrough~~ to be removed

The following plan districts shall be the City's land use classifications:

Residential (R) - This Comprehensive Plan designation will only apply outside of the City limits, within the Urban Growth Boundary. It is intended to identify land that is suitable for future residential development at urban densities upon annexation to the City. It is hoped that the zoning designations applied by Umatilla County will maintain in single ownership parcels of land that are large enough to reasonably develop for future urban uses and densities upon annexation. The appropriate City residential designation will be established when a property is proposed for annexation, based upon factors such as community needs, location with relation to adjacent streets and classification of adjacent streets, and site suitability. The BLA recommends a lot size of 10 acres. At present this designation does not establish regulation of property use.

Single-Family Residential (R-1) - This district will allow residential development on lots with a minimum area of ~~8,000~~ 7,000 square feet when public facilities and services are available. The district applies within the City limits and outside of the City limits only where small lots already have been created.

Medium Density Residential (R-2) - This district allows single-family attached and detached residences on smaller lots and multi-family development at a density of one dwelling for each ~~3,500~~ 3,000 square feet. Manufactured home parks are also allowed.

Multi-Family Residential (R-3) - This district provides for multi-family development at a density of 2,000 square feet per dwelling for the first three dwelling units, plus one thousand five hundred (1,500) square feet for each additional dwelling unit. It is appropriate adjacent to the downtown commercial area or in similar locations where commercial uses and services are within walking distance and the public transportation system is able to accommodate higher levels of trip generation.

Livestock Residential (LR) – This district provides for low density, single-family residential uses in traditionally rural areas of The City of Umatilla. This district can provide for a limited amount of livestock in the City limits.

Section 4. Title 5 – Police Regulations of the City Code of the City of Umatilla is hereby amended to read as follows:

Underlined language proposed to be added

5-1-3: USE OF WEAPONS:

A. Discharging A Weapon:

1. It shall be unlawful for any person to discharge an air gun, BB gun, bow and arrow, bean shooter, blowgun, paintball gun, slingshot or other similar weapon or device on public property or any premises open to the public.
2. The offense described in this section, discharging air guns and nonfirearm weapons, is a class C violation.
3. It shall be unlawful for any person to discharge any type of firearm; provided, however, that nothing herein contained shall apply to any police officer while acting in the performance of duties or to any person lawfully using a firearm in defense of himself or protecting the life of another or to any person using a firearm as prescribed by 10-3E-5 of the Umatilla City Code or to any person firing on a target range which has been constructed to standards as determined by pertinent building codes of the city, providing absolute entrapment of all fire rounds and control of all offensive noises.
4. The offense described in this section, discharging of firearms, is a class A violation. (Ord. 783, 8-5-2013)

Section 4. The effective date of this ordinance shall be thirty days after enactment.

ADOPTED by the City Council this _ day of _____, 2021.

Council members voting yes: _____

Council members voting no: _____ N/A _____

Absent Council members: _____

Abstaining Council members: NA _____

And **SIGNED** by the Mayor this _____ day of _____, 2021.

 Mary Dedrick, Mayor

ATTEST:

 Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Approval of Ordinance No. 834 - An Ordinance amending title ten and title five of the municipal code as well as chapter two of the comprehensive plan of the City of Umatilla to adopt a new residential zone and modify the regulations for discharge of a firearm in City limits	Meeting Date: 2021-03-02
--	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
---	-----------------------------------	---------------------------------------	----------------------

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

Reviewed by Finance Department: No	Previously Presented: NA
--	------------------------------------

Attachments to Agenda Packet Item:

[LR_ORDINANCE_NO._834_UPDATED_2-24.docx](#)

Summary Statement: Staff recommends adoption of Ordinance No.834 a sample motion is provided below. I move to adopt Ordinance No 834.
--

Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
--

ORDINANCE NO. 834

AN ORDINANCE AMENDING TITLE TEN AND TITLE FIVE OF THE MUNICIPAL CODE AS WELL AS CHAPTER TWO OF THE COMPREHENSIVE PLAN OF THE CITY OF UMATILLA TO ADOPT A NEW RESIDENTIAL ZONE AND MODIFY THE REGULATIONS FOR DISCHARGE OF A FIREARM IN CITY LIMITS.

WHEREAS, the City of Umatilla is actively pursuing grant funding to provide water and sewer to the Power City area of the City of Umatilla urban growth boundary; and

WHEREAS, the City of Umatilla has met with members of the Power City community multiple times to discuss the possibility of annexation into the City of Umatilla; and

WHEREAS, some community members at aforementioned meetings stated their desire to pursue annexation into the City of Umatilla if zoning that allowed for a more rural lifestyle, including livestock allowance, was provided; and

WHEREAS, the City of Umatilla Planning Commission duly considered the goals and policies of the Comprehensive Plan and requirements of the Zoning Ordinance as those applied to the application during public hearings held on January 28, 2020 and subsequently recommended approval of the request to the City Council; and

WHEREAS, the Umatilla City Council conducted a public hearing on February 2, 2021 to consider the Planning Commission's recommendation for application PA-3-19 and adopted the Planning Commission's findings and conclusions as its own in approving the application, as contained in the *Umatilla City Council Report and Decision for Plan Amendment PA-3-19*.

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

Section 1. The Umatilla City Council does hereby adopt the findings and conclusions recommended by the City Planning Commission as its own in support of this ordinance amendment to the Umatilla Zoning Ordinance, as contained in the *Umatilla City Council Report and Decision for Plan Amendment PA-3-19*.

Section 2. Title ten – Zoning of the City Code of the City of Umatilla is hereby amended to read as follows:

Underlined language proposed to be added

ARTICLE E. LIVESTOCK RESIDENTIAL (LR)

10-3E-1: PURPOSE:

10-3E-2: USES PERMITTED:

10-3E-3: CONDITIONAL USES PERMITTED:

10-3E-4: DEVELOPMENT STANDARDS:

10-3E-5: LIMITATIONS ON USE

10-3E-1: PURPOSE:

The LR District is intended for low density, rural single-family residential uses in the

Power City Area and other applicable areas. The LR District corresponds to the LR designation of the Comprehensive Plan.

10-3E-2: USES PERMITTED:

The following uses and their accessory uses are permitted in the LR District:

- A. Single-family dwelling subject to the provision of section 10-11-9 of this title;
- B. One manufactured home on an individual lot subject to the provisions of section 10-11-8 of this title;
- C. Residential home;
- D. Family day care provider;
- E. Home occupation subject to the provision of section 10-11-1 of this title; and
- F. Accessory uses, including an accessory dwelling subject to the provisions of section 10-11-11 of this title.
- G. Keeping and raising of livestock in accordance with the limitations on use listed below.

10-3E-3: CONDITIONAL USES PERMITTED:

The following primary uses and their accessory uses may be permitted when authorized in accordance with the requirements of chapter 12 of this title:

- A. Community services uses as provided by chapter 6 of this title.

10-3E-4: DEVELOPMENT STANDARDS:

DIMENSIONAL STANDARDS

<u>Minimum lot area</u>	<u>10,000 square feet</u>
<u>Minimum lot width</u>	<u>60 feet</u>
<u>Minimum lot depth</u>	<u>100 feet</u>
<u>Minimum yard setbacks:</u>	
<u>Front and rear yard</u>	<u>15 feet</u>
<u>Side yard</u>	<u>10 feet</u>
<u>Side street yard</u>	<u>15 feet</u>
<u>Garage</u>	<u>18 feet from any street except an alley</u>
<u>Maximum building height</u>	<u>50 feet</u>

10-3E-5: LIMITATIONS ON USE:

Permitted Animals. Unless classified as a household pet, only animals explicitly permitted in this Section qualify as animals that may be kept as a Livestock Residential Animal.

Lot size requirement. Except as provided otherwise in this section, the total number of all animals (other than their young under the age of six months) allowed on a lot shall be limited to the square footages listed below for each adult animal or similar type of animal listed. These areas shall be exclusively for the animals.

(1)	<u>Horses:</u>	<u>20,000 square feet</u>
-	<u>Cattle:</u>	<u>20,000 square feet</u>
-	<u>Llamas:</u>	<u>10,000 square feet</u>
-	<u>Ostriches/emus:</u>	<u>10,000 square feet</u>
-	<u>Sheep:</u>	<u>5,000 square feet</u>
-	<u>Goats:</u>	<u>5,000 square feet</u>

(2) The number of fowl or other poultry or rabbits over the age of six months shall not exceed one for each 2,000 square feet of unimproved lot area. The number of young (under the age of six months) allowed on the property at any time shall not exceed three times the allowable number of adults.

General Animal Care. Animals being kept in a residential environment must be cared for and monitored daily to maintain animal health and to prevent nuisance problems with neighbors and the community. Animals may not be slaughtered in City Limits except for personal use or animal welfare. If the slaughtering of the animal involves the discharge of a firearm, notice shall be provided to the Umatilla police department at least two hours prior to the discharge of the firearm. The notice shall be made by phone to the Umatilla police department nonemergency number and shall include the location of the discharge, the time of the discharge, and the reason for discharge.

Sanitation, Waste, and Odors. All animal structures and roaming areas must be kept sanitary and free from accumulations of animal excrement and objectionable odors. All structures and enclosures designed for animals shall be kept reasonably free and clean of flies, and accumulated animal waste materials, and shall be subject to health regulations (county, state or federal) as may be now hereafter established.

Animal Shelter. Barns, sheds, and other structures sheltering animals shall be located a minimum of 35 feet from a side or rear property line and 75 feet from the front property line; adequate fences and corrals shall be required of the animal owner to keep animals off adjacent lands.

4-H or FFA. Domestic livestock kept solely for the purpose of a youth livestock project such as 4-H or FFA may be exempted from the square footage requirements of this section; provided, that the following conditions are complied with:

(1) Evidence is provided to the City Planning Official that the youth is duly enrolled in a 4-H or FFA livestock project and an outline of the planned project, including animal types and numbers, is also provided.

(2) Market/feeder hogs are permitted only when raised as an FFA or 4-H market animal project.

(3) Failure to comply with the sanitation control and other requirements of this section may result in the cancellation of the exemption.

Section 3. Chapter 2 of the City of Umatilla Comprehensive Plan is hereby amended to read as follows:

Underlined language proposed to be added
Red ~~strikethrough~~ to be removed

The following plan districts shall be the City's land use classifications:

Residential (R) - This Comprehensive Plan designation will only apply outside of the City limits, within the Urban Growth Boundary. It is intended to identify land that is suitable for future residential development at urban densities upon annexation to the City. It is hoped that the zoning designations applied by Umatilla County will maintain in single ownership parcels of land that are large enough to reasonably develop for future urban uses and densities upon annexation. The appropriate City residential designation will be established when a property is proposed for annexation, based upon factors such as community needs, location with relation to adjacent streets and classification of adjacent streets, and site suitability. The BLA recommends a lot size of 10 acres. At present this designation does not establish regulation of property use.

Single-Family Residential (R-1) - This district will allow residential development on lots with a minimum area of ~~8,000~~ 7,000 square feet when public facilities and services are available. The district applies within the City limits and outside of the City limits only where small lots already have been created.

Medium Density Residential (R-2) - This district allows single-family attached and detached residences on smaller lots and multi-family development at a density of one dwelling for each ~~3,500~~ 3,000 square feet. Manufactured home parks are also allowed.

Multi-Family Residential (R-3) - This district provides for multi-family development at a density of 2,000 square feet per dwelling for the first three dwelling units, plus one thousand five hundred (1,500) square feet for each additional dwelling unit. It is appropriate adjacent to the downtown commercial area or in similar locations where commercial uses and services are within walking distance and the public transportation system is able to accommodate higher levels of trip generation.

Livestock Residential (LR) – This district provides for low density, single-family residential uses in traditionally rural areas of The City of Umatilla. This district can provide for a limited amount of livestock in the City limits.

Section 4. Title 5 – Police Regulations of the City Code of the City of Umatilla is hereby amended to read as follows:

Underlined language proposed to be added

5-1-3: USE OF WEAPONS:

A. Discharging A Weapon:

1. It shall be unlawful for any person to discharge an air gun, BB gun, bow and arrow, bean shooter, blowgun, paintball gun, slingshot or other similar weapon or device on public property or any premises open to the public.
2. The offense described in this section, discharging air guns and nonfirearm weapons, is a class C violation.
3. It shall be unlawful for any person to discharge any type of firearm; provided, however, that nothing herein contained shall apply to any police officer while acting in the performance of duties or to any person lawfully using a firearm in defense of himself or protecting the life of another or to any person using a firearm as prescribed by 10-3E-5 of the Umatilla City Code or to any person firing on a target range which has been constructed to standards as determined by pertinent building codes of the city, providing absolute entrapment of all fire rounds and control of all offensive noises.
4. The offense described in this section, discharging of firearms, is a class A violation. (Ord. 783, 8-5-2013)

Section 4. The effective date of this ordinance shall be thirty days after enactment.

ADOPTED by the City Council this _ day of _____, 2021.

Council members voting yes: _____

Council members voting no: _____ N/A _____

Absent Council members: _____

Abstaining Council members: NA _____

And **SIGNED** by the Mayor this _____ day of _____, 2021.

 Mary Dedrick, Mayor

ATTEST:

 Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: City Representative on Chamber Board	Meeting Date: 2021-03-02
--	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
---	-----------------------------------	---	----------------------

Cost of Proposal: None	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: 7/7/2020
--	--

Attachments to Agenda Packet Item:

Summary Statement:

The Personal Services Agreement between the Chamber and City provides the City shall have a representative as a voting at-large member of the Chamber Board. In odd numbered years the City Manager shall recommend a representative to be confirmed by the City Council for recommendation to the Chamber, and then confirmed by the Chamber Board. Community Development Director Brandon Seitz has served as the City's representative on the Chamber Board since approval of the agreement in July of 2020.

The City Manager is recommending re-appointment of Community Development Director Brandon Seitz to serve as the City's representative to the Chamber subject to confirmation by City Council and the Chamber Board. A sample motion is provided below.

I move to recommend appointment of Community Development Director Brandon Seitz as the City's representative on the Chamber Board.

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 36-2021 A resolution to award contractor Cascade Civil Corp a contract in the amount of \$249,968 for construction of the City of Umatilla 6th St: L-Switzler Ave Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement	Meeting Date: 2021-03-02
--	------------------------------------

Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
---	----------------------------------	--	----------------------

Cost of Proposal: \$249,968 Amount Budgeted: \$249,968	Fund(s) Name and Number(s): Capital Reserve - 05
---	--

Reviewed by Finance Department: Yes	Previously Presented: 02/02/2021
---	--

Attachments to Agenda Packet Item:

[RES 36-2021.docx](#)

[6th St L - Switzler Contract Documents.pdf](#)

Summary Statement: Motion to approve Resolution No. 36-2021

Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
--

RESOLUTION NO. 36-2021

A RESOLUTION TO AWARD CONTRACTOR CASCADE CIVIL CORP A CONTRACT IN THE AMOUNT OF \$249,968 FOR CONSTRUCTION OF THE CITY OF UMATILLA 6TH ST: L ST -SWITZLER AVE PROJECT AND TO DELEGATE AUTHORITY TO CITY MANAGER STOCKDALE TO SIGN ALL CONTRACT DOCUMENTS AND ANY FUTURE AMENDMENTS ASSOCIATED WITH THIS AGREEMENT

WHEREAS, the City of Umatilla has publically advertised request for proposals for the Umatilla 6th St: L-Switzler Ave Project; and

WHEREAS, J-U-B Engineers and the City of Umatilla reviewed bids submitted on January 27, 2021; and

WHEREAS, J-U-B Engineers reviewed the bid tabulation; and

WHEREAS, based on the review, the Cascade Civil Corp bid was the lowest responsive and responsible bid for \$249,968.

NOW, THEREFORE BE IT RESOLVED, the City of Umatilla awards Cascade Civil Corp a contract in the amount of \$249,968 for construction of the City of Umatilla 6th St: L-Switzler Ave Project, and;

BE IT RESOLVED, the City Council hereby delegates authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement, and;

BE IT RESOLVED, the City Council hereby ratifies the effective date of the contract to February 24, 2021.

PASSED by the Council and **SIGNED** by the Mayor this 2nd day of March, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

AGREEMENT FOR CONSTRUCTION

THIS CONTRACT, made and entered into, in triplicate, this 2/24/21 by and between the
(date)

City of Umatilla, hereinafter called "Owner", and

CASCADE CIVIL CORP

(Contractor Name)

is authorized to do business in the State of Oregon, hereinafter called "Contractor",

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the City of Umatilla, in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the Owner, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor agrees the time allowed is a reasonable period to perform the work and all work on this project shall be completed within the defined Contract time. Project time extension will be evaluated and duly processed by the Engineer or Owner as defined in the specifications.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the City of Umatilla. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable Plans, Standard Specifications, Special Provisions, other required provisions, Schedule of Items, and all general and detailed Specifications and Plans which are a part hereof, and in accordance with the directions of the Engineer and to the Engineer's satisfaction, and if applicable, to the satisfaction of the governing Federal Agencies and/or Funding Agencies, or its authorized representative, the City of Umatilla, agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such

payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions and Schedule of Unit Prices hereto attached. The Contract Sum is:

Two hundred forty nine thousand nine hundred sixty eight dollars (\$) 249,968.00

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the liquidated damages amount sum as set forth in the Specifications. These amounts shall be totaled and deducted from the amounts due to the Contractor.

The Contractor, for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year below:

Dated this 24th day of February, 2021.

CITY OF UMATILLA

By _____
Authorized Official Signature

By _____
Authorized Official Signature

David Stockdale, City Manager

Mary Dedrick, Mayor

Contractor Name: CASCADE CIVIL CORP

Address: 6990 SW 77TH ST REDMOND, OR 97156

Phone: 541-323-1717

Email: PAULM@CASCADECIVILCORP.COM

By 
Authorized Official Signature

By _____
Authorized Official Signature

PAUL MACCLANAHAN, PRESIDENT
Printed Name

Printed Name

Premium is for contract term and is subject to adjustments based on final contract price.

Bond No. CA3715527
Premium: \$4,750.00

PERFORMANCE AND PAYMENT BOND

Know all persons by these presents, that Cascade Civil Corp, hereinafter called the PRINCIPAL, and Great American Insurance Company a CORPORATION or partnership duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto the City of Umatilla, Oregon, hereinafter called the OBLIGEE in the sum of

DOLLARS Two Hundred Forty Nine Thousand Nine Hundred Sixty Eight and 00/100 (\$ 249,968.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, Cascade Civil Corp (Contractor)

the PRINCIPAL herein, on the _____ Day of _____, entered into a Contract with the OBLIGEE, for the "6th St: L St – Switzler Ave" Project in accordance with the Contract Documents.

Said the PRINCIPAL undertakes to furnish all labor and equipment, and materials in accordance with all the terms and conditions set forth in said Contract documents; to promptly make payment for all labor, services, material, and sums due the Workmen’s Compensation Board or equivalent. The Collector of Internal Revenue, and the Treasurer of the State of Oregon; to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract documents; to do and perform all things in said Contractor documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

Now, therefore, if said PRINCIPAL herein; shall promptly pay all persons furnishing labor, services and material, and Workmen’s Compensation Insurance or equivalent, and Social Security and unemployment compensation, to him/her and to his/her Sub-Contractor’s, or to their assigns, on or about said work; shall, commencing with the date hereof and continuing for one (1) year after the complete performance of the contact and the final acceptance of the work in the Contract, save harmless the OBLIGEEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; shall, in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said Contract undertaken, and as by law state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

Provided, however, that this bond is subject to the following further conditions:

- (a) All material, men, and all persons who shall supply such laborers, mechanics or Sub-Contractor’s with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on the bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court

of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceedings instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final acceptance of the work in the Contract) and to have such claim adjudicated in such action and judgement rendered thereon.

- (b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.
- (c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract of to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.
- (d) The principal herein shall faithfully and truly observe and comply with the terms of the Contract, and shall well and truly perform all matters and things by him/her undertaken to be performed under said Contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contact and shall not permit any Lien or claim to be filed or material furnished, and shall promptly pay all contributions or amount due the Workmen’s Compensation Board or equivalent and all contributions or amounts due the State Employment compensation Trust Fund incurred in the performance of said Contract, and shall also pay all sums of money withheld from the employees and payable to State Tax Commission pursuant to ORS 316.711 and shall promptly as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention incidental to sickness or injury to the employees for such PRINCIPAL, pursuant to the laws of this state and any Contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, Contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL, by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

In witness whereof, the parties hereto have caused this bond to be executed in Chico, CA this 5th day of February, 2021.

 Cascade Civil Corp (SEAL)

 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 Principal

WITNESSES:

Great American Insurance Company (SEAL)

Elizabeth Collodi (SEAL)

Elizabeth Collodi, Attorney-In-Fact (SEAL)

Surety

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond, there must be attached a complete set of the Contract documents, as the term is defined in the Oregon Standard Specifications "General Conditions", with all corrections, interlineations, signatures, etc., completely reproduced therein.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

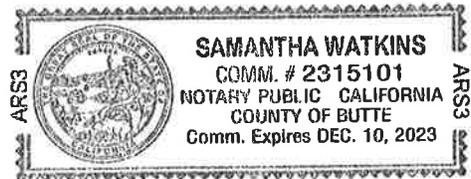
On February 05, 2021 before me, Samantha Watkins, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 22

No. 0 21596

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN HOPKINS JENNIFER LAKMANN KRISTIE PHILLIPS JASON MARCH	ALL OF CHICO, CALIFORNIA	ALL
ELIZABETH COLLODI STEPHANIE AGAPOFF CLAUDINE GORDIN MATTHEW FOSTER		\$100,000,000
SARA WALLISER JESSICA MONIUX MICHAEL K. FEENEY SARAH OTTO		
RENEE RAMSEY DEANNA QUINTERO SAMANTHA WATKINS MARY COLLINS		
JOHN J. WEBER K. COREY WARD BILL RAPP		
STEVEN L. WILLIAMS MARISSA ROBINSON TONY CLARK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of FEBRUARY, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 1ST day of FEBRUARY, 2021

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of February, 2021



Stephen C. Beraha

Assistant Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of your ongoing operations or arising out of "your work"*;

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.**, above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
 2. For any other valid and collectible insurance available to the additional insured as an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G.** The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H.** **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 37-2021 A resolution to award contractor Nelson Construction Corp a contract in the amount of \$460,761.65 for construction of the City of Umatilla Wanapa Temporary Access Road Project and to delegate authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement

Meeting Date:

2021-03-02

Department:

Finance & Administrative Services

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:

Cost of Proposal:

\$460,761.65

Amount Budgeted:

\$460,761.65

Fund(s) Name and Number(s):

Street - 04

Reviewed by Finance Department:

Yes

Previously Presented:

02/02/2021

Attachments to Agenda Packet Item:

[RES 37-2021.docx](#)

[Wanapa Temp Access Road Contract Documents.pdf](#)

Summary Statement:

Motion to approve Resolution No. 37-2021

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 37-2021

A RESOLUTION TO AWARD CONTRACTOR NELSON CONSTRUCTION CORP A CONTRACT IN THE AMOUNT OF \$460,761.65 FOR CONSTRUCTION OF THE CITY OF UMATILLA WANAPA TEMPORARY ACCESS ROAD PROJECT AND TO DELEGATE AUTHORITY TO CITY MANAGER STOCKDALE TO SIGN ALL CONTRACT DOCUMENTS AND ANY FUTURE AMENDMENTS ASSOCIATED WITH THIS AGREEMENT

WHEREAS, the City of Umatilla has publically advertised request for proposals for the Umatilla Wanapa Temporary Access Road Project; and

WHEREAS, J-U-B Engineers and the City of Umatilla reviewed bids submitted on February 2, 2021; and

WHEREAS, J-U-B Engineers reviewed the bid tabulation; and

WHEREAS, based on the review, the Nelson Construction Corp bid was the lowest responsive and responsible bid for \$460,761.65; and

WHEREAS, the City Council authorized the City Manager to issue the Notice of Award for Construction on February 2, 2021.

NOW, THEREFORE BE IT RESOLVED, the City of Umatilla awards Nelson Construction Corp a contract in the amount of \$460,761.65 for construction of the City of Umatilla Wanapa Temporary Access Road Project, and;

BE IT RESOLVED, the City Council hereby delegates authority to City Manager Stockdale to sign all contract documents and any future amendments associated with this agreement.

PASSED by the Council and **SIGNED** by the Mayor this 2nd day of March, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

AGREEMENT FOR CONSTRUCTION

THIS CONTRACT, made and entered into, in triplicate, this 3/2/21 by and between the
(date)

City of Umatilla, hereinafter called "Owner", and Nelson Construction Corp.
(Contractor Name)

is authorized to do business in the State of Oregon, hereinafter called "Contractor",

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the City of Umatilla, in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the Owner, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith or incorporated therein and the Schedule of Items bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor agrees the time allowed is a reasonable period to perform the work and all work on this project shall be completed within the defined Contract time. Project time extension will be evaluated and duly processed by the Engineer or Owner as defined in the specifications.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the City of Umatilla. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable Plans, Standard Specifications, Special Provisions, other required provisions, Schedule of Items, and all general and detailed Specifications and Plans which are a part hereof, and in accordance with the directions of the Engineer and to the Engineer's satisfaction, and if applicable, to the satisfaction of the governing Federal Agencies and/or Funding Agencies, or its authorized representative, the City of Umatilla, agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such

City of Umatilla – Wanapa Temporary Access Road

payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions and Schedule of Unit Prices hereto attached. The Contract Sum is:

Four hundred sixty thousand seven hundred (5) 460,761.65
Sixty one dollars and sixty five cents

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the liquidated damages amount sum as set forth in the Specifications. These amounts shall be totaled and deducted from the amounts due to the Contractor.

The Contractor, for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year below:

Dated this 2nd day of March, 2021.

CITY OF UMATILLA

By _____
Authorized Official Signature

By _____
Authorized Official Signature

David Stockdale, City Manager
Printed Name

Mary Dedrick, Mayor
Printed Name

Contractor Name: Nelson Construction Corp.

Address: P.O. Box 794 - Walla Walla, WA

Phone: 509-526-5249

Email: 509-526-5162

By [Signature]
Authorized Official Signature

By _____
Authorized Official Signature

John Nelson
Printed Name

Printed Name

PERFORMANCE AND PAYMENT BOND

Know all persons by these presents, that Nelson Construction, Corp., hereinafter called the PRINCIPAL, and Atlantic Specialty Insurance Company a CORPORATION or partnership duly authorized to do a general surety business in Oregon, as SURETY, are jointly and severally held and bound unto the City of Umatilla, Oregon, hereinafter called the OBLIGEE in the sum of Four Hundred Sixty Thousand Seven Hundred Sixty One and 65/100 DOLLARS _____ (\$ 460,761.65)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, Nelson Construction, Corp. (Contractor) the PRINCIPAL herein, on the _____ Day of _____, entered into a Contract with the OBLIGEE, for the “Wanapa Temporary Access Road” Project in accordance with the Contract Documents.

Said the PRINCIPAL undertakes to furnish all labor and equipment, and materials in accordance with all the terms and conditions set forth in said Contract documents; to promptly make payment for all labor, services, material, and sums due the Workmen’s Compensation Board or equivalent. The Collector of Internal Revenue, and the Treasurer of the State of Oregon; to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract documents; to do and perform all things in said Contractor documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

Now, therefore, if said PRINCIPAL herein; shall promptly pay all persons furnishing labor, services and material, and Workmen’s Compensation Insurance or equivalent, and Social Security and unemployment compensation, to him/her and to his/her Sub-Contractor’s, or to their assigns, on or about said work; shall, commencing with the date hereof and continuing for one (1) year after the complete performance of the contact and the final acceptance of the work in the Contract, save harmless the OBLIGEEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; shall, in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said Contract undertaken, and as by law state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

Provided, however, that this bond is subject to the following further conditions:

- (a) All material, men, and all persons who shall supply such laborers, mechanics or Sub-Contractor’s with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on the bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court

of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceedings instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final acceptance of the work in the Contract) and to have such claim adjudicated in such action and judgement rendered thereon.

- (b) In no event shall the SURETY be liable for a greater sum than the penalty of this bond.
- (c) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract of to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.
- (d) The principal herein shall faithfully and truly observe and comply with the terms of the Contract, and shall well and truly perform all matters and things by him/her undertaken to be performed under said Contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contact and shall not permit any Lien or claim to be filed or material furnished, and shall promptly pay all contributions or amount due the Workmen’s Compensation Board or equivalent and all contributions or amounts due the State Employment compensation Trust Fund incurred in the performance of said Contract, and shall also pay all sums of money withheld from the employees and payable to State Tax Commission pursuant to ORS 316.711 and shall promptly as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention incidental to sickness or injury to the employees for such PRINCIPAL, pursuant to the laws of this state and any Contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, Contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL, by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

In witness whereof, the parties hereto have caused this bond to be executed in _____ this ____ day of _____, 2021.

C. Dial (SEAL)

Witness _____ (SEAL)

Nelson Construction Corp. _____ (SEAL)

[Signature] (SEAL)

Principal John Nelson, President

WITNESSES:

James S. Majewski (SEAL)

Atlantic Specialty Insurance Company (SEAL)

Melissa Wolf (SEAL)
Surety Melissa Wolf, Attorney-in-fact

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond, there must be attached a complete set of the Contract documents, as the term is defined in the Oregon Standard Specifications "General Conditions", with all corrections, interlineations, signatures, etc., completely reproduced therein.



Power of Attorney

Surety Bond No: 800113171

Principal: Nelson Construction, Corp.
Obligee: City of Umatilla

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Melissa Wolf, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

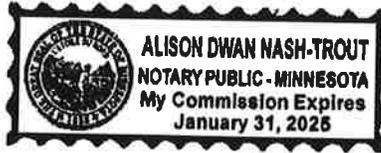
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of February, 2021



Christopher V. Jerry, Secretary



MORE&NE-01

PCROWLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: Faustine Ball
	PHONE (A/C, No, Ext): (509) 789-7446 FAX (A/C, No): E-MAIL ADDRESS: fball@paynewest.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Cincinnati Indemnity Company 23280
INSURED Nelson Construction, Corp. PO Box 794 Walla Walla, WA 99362	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	EPP 0429721	3/20/2020	3/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EPP 0429721	3/20/2020	3/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0429721	3/20/2020	3/20/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Wanapa Temporary Access Road Construction

City of Umatilla, City of Umatilla City Council, J-U-B Engineers, Inc. and Amazon Data Services, Inc. are additional insured as per the attached forms. Coverage is primary and non-contributory. Waiver of subrogation and per project aggregate applies per attached forms.

CERTIFICATE HOLDER

City of Umatilla
 P.O. Box 130
 700 6th St.
 Umatilla, OR 97882

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Pamela J. Crowley

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Utility Easement Request - Qwest Corporation, d/b/a CenturyLink QC is requesting the City grant a utility easement for operation of a communication system. The easement would be on property commonly known as Tax Lot 1000 on Assessors Map 5N2817 (TLID # 5N28170001000).

Meeting Date:

2021-03-02

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

Cost of Proposal:

NA

Amount Budgeted:

None

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

[Easement - N.438625.pdf](#)

[CenturyLink Easement Map](#)

Summary Statement:

Discussion only.

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

After recording please return to:
CenturyLink
PO Box 688
Celina, TX 75009

Prepared by:
Omar Amaral
CenturyLink ROW

RECORDING INFORMATION ABOVE

Grantor: City of Umatilla, Oregon
Grantee: Qwest Corporation, d/b/a CenturyLink QC
Parcel: 5N28170001000

EASEMENT AGREEMENT

The undersigned (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, d/b/a CenturyLink QC**, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove [a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) over, under and across the following property located in the County of Umatilla, State of Oregon, which Grantor owns (“Easement Tract”):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

(1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this _____ day of _____, 2021.

GRANTOR:

City of Umatilla, Oregon

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, as _____, of _____, a
_____.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

THE NORTH 10.00 FEET OF THE EAST 65.00 FEET OF THE WEST 170.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF UMATILLA, UMATILLA COUNTY, OREGON.



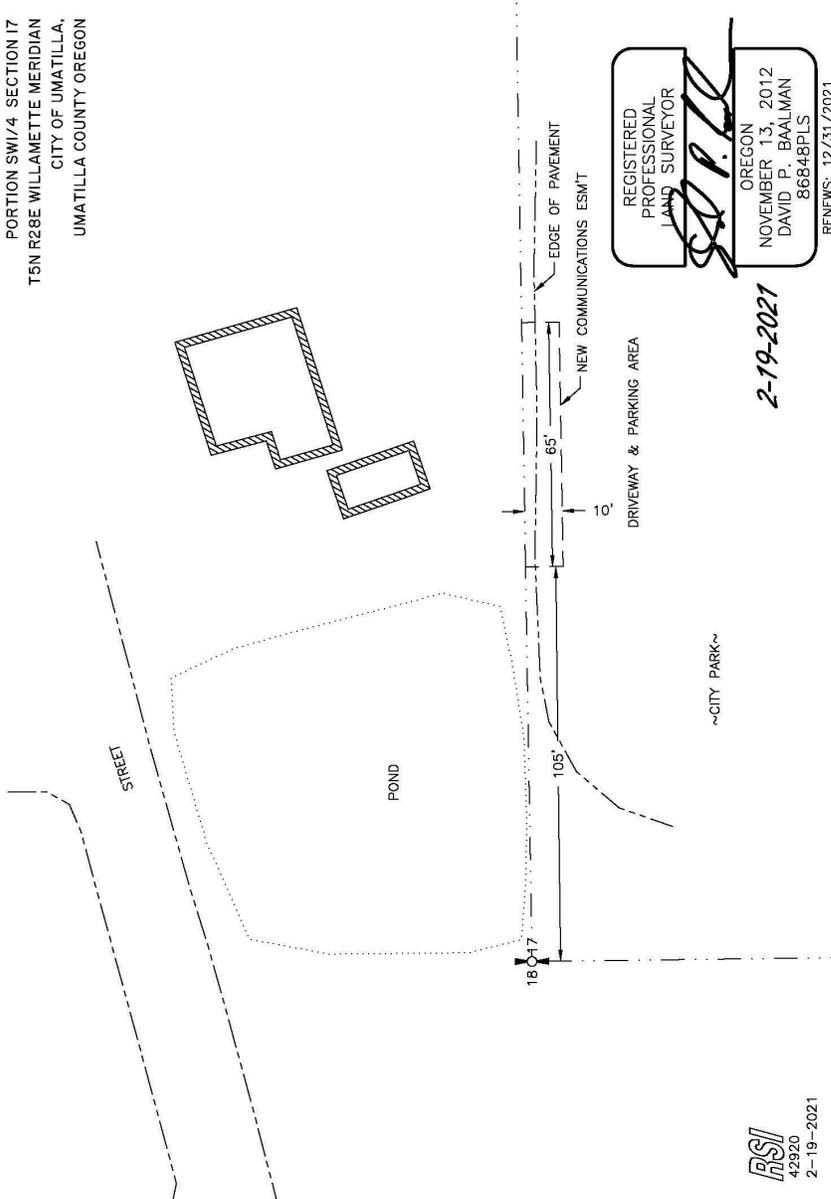
2-19-2021

DPB
2-19-2021
42920

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract

EXHIBIT MAP
COMMUNICATIONS EASEMENT
PORTION SW1/4 SECTION 17
T5N R28E WILLAMETTE MERIDIAN
CITY OF UMATILLA,
UMATILLA COUNTY OREGON



REGISTERED
PROFESSIONAL
LAND SURVEYOR
David P. Baalman
OREGON
NOVEMBER 13, 2012
DAVID P. BAALMAN
86848PLS
RENEWS: 12/31/2021

2-19-2021

BSI
42920
2-19-2021



CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Executive Session - ORS 192.660 (2)(e) authorizes the executive session to consider a real property transaction.

Meeting Date:

2021-03-02

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

General Fund - 01

Reviewed by Finance Department:

No

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

N/A

Consistent with Council Goals:

Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.