

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

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER'S REPORT**

- 5.1 Library Semi-Annual Report January-June 2021 *Suggested Action: Click [HERE](#) to access the online version of the report.*

*No action needed.*

- 5.2 [Public Works Quarterly Report](#) *Suggested Action: Discussion & Report Only*

*Online version can be viewed [HERE](#).*

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 [Approval of a Memorandum of Understanding with the City of Hermiston & Umatilla County to develop a Preliminary Engineering Report to consider a potential bridge across the Umatilla River at Elm or Punkin Center.](#) *Suggested Action: Motion to direct the City Manager to sign and execute the attached MOU.*

*The needs for an additional Umatilla River bridge are many, and the entire region stands to benefit significantly. Recent, and future, residential growth in the City of Umatilla is heavily concentrated along Powerline Road, while the bulk of regional commercial and service activity attracts heavy traffic in to Hermiston. This is already causing noticeable negative transportation impacts to this area, including regular car accidents. The cost of bridge construction is significant; with either of the two options considered here likely to range between \$20M and \$30M. The intention is to begin work toward securing large-scale State and/or Federal funding toward eventual construction sometime within the next 10-20*

*years. This MOU outlines support among both cities and the county toward contributing financially to development of the Preliminary Engineering Report. The MOU specifically limits commitment of the three parties to only an engineering analysis. Future local partnerships are likely to be developed upon completion and analysis of the PER.*

## 8. **NEW BUSINESS**

- 8.1 [Resolution No. 09-2022](#) - A resolution authorizing the City Manager and Community Development Director to sign an cooperative agreement with the Department of Consumer and Business Services, building codes division to provide building official, plan review and inspection services when requested. *Suggested Action: Motion to approve Resolution No. 09-2022.*
- 8.2 [Resolution No. 10-2022](#). A Resolution authorizing the City Manager to finalize and execute the Water Infrastructure and Services Agreement with Amazon Data Services, Inc. (ADS) for design and construction of a point of diversion in the McNary Pool of the Columbia River and corresponding water delivery pipelines and water treatment facility. *Suggested Action: Motion to Approve Agreement*

*The City has entered into multiple agreements with ADS to partner together and support the construction of two new data centers along Wanapa Road. This agreement will establish an all-new water delivery system for all City residents and our commercial and industrial businesses and our partners, including the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and ADS. This agreement will establish the terms of designing and constructing these utilities and will serve as the initial basis of what will be a separate agreement/agreements with CTUIR on both the transition of their point of diversion (POD) to this new POD and water delivery to the Wanaket wetlands and their industrial lands.*

- 8.3 [First Reading of Ordinance No. 850](#) - An ordinance amending the City of Umatilla's Urban Growth Boundary and Comprehensive and Zoning Map and setting the Comprehensive Plan Map designation and the zoning classification. *Suggested Action: The Council approved City of Umatilla Plan Amendment PA-2-20 at their August 2, 2021, council meeting. Ordinance 850 will implement Plan Amendment PA-2-20 amending the Comprehensive Plan Map by expanding the Urban Growth Boundary to include 146.69 acres of land. A link to the Umatilla City Council Report and Decision for Plan Amendment (PA-2-20) is provided below or available at at City Hall during normal business hours. [Umatilla City Council Report and Decision for Plan Amendment \(PA-2-20\)](#)*

*Staff recommends a motion for a first reading by title only of Ordinance No. 850.*

- 8.4 [Adoption of Ordinance No. 850](#) - An ordinance amending the City of Umatilla's Urban Growth Boundary and Comprehensive and Zoning Map and setting the Comprehensive Plan Map designation and the zoning classification. *Suggested Action: The Council approved City of Umatilla Plan Amendment PA-2-20 at their August 2, 2021, council meeting. Ordinance 850 will implement Plan Amendment PA-2-20 amending the Comprehensive Plan Map by expanding the Urban Growth Boundary to include 146.69 acres of land. A link to the Umatilla City Council Report and Decision for Plan Amendment (PA-2-20) is provided below or available at at City Hall during normal business hours. [Umatilla City Council Report and Decision for Plan Amendment \(PA-2-20\)](#)*

*Staff recommends a motion to adopt Ordinance No. 850.*

9. **PUBLIC COMMENT**

10. **DISCUSSION ITEMS**

10.1 [Kiwanis Falls Project Discussion](#) *Suggested Action: Status Update*

*The attached updated concept shows the combination of 2 of our previous options into one new updated option. If Council likes the final concept, we can move forward to engineered design with planned construction beginning mid-spring next year.*

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.

*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

# UMATILLA PUBLIC LIBRARY SEMI-ANNUAL REPORT

JANUARY - JUNE 2021

MISSION: We provide quality materials and services that fulfill educational, informational, and recreational needs of the community in an atmosphere that is welcoming, respectful, and businesslike.

## JANUARY

### CURBSIDE AND DELIVERY

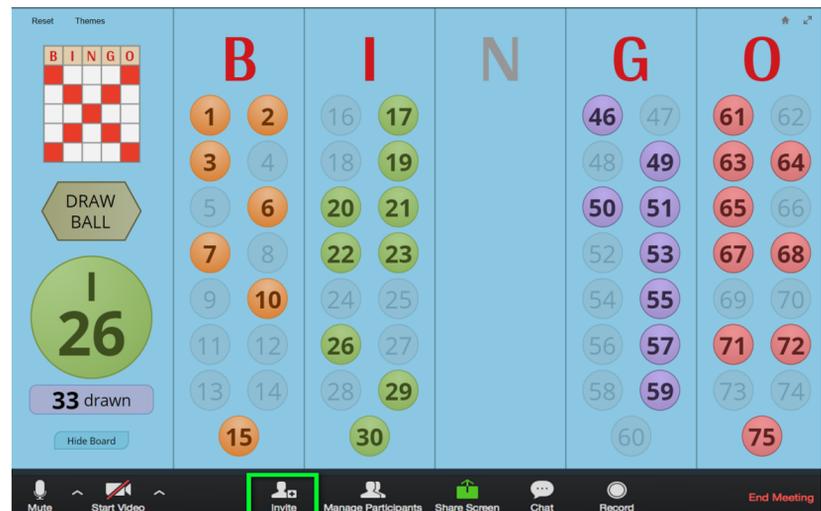


As the library closed, we continued to provide curbside and deliveries.

Total Curbsides: 98

Total Deliveries: 3

### VIRTUAL BINGO



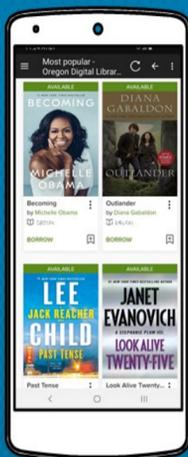
We had our virtual BINGO in collaboration with the Parks & Recreation Department in January. This is one of our most popular adult programs and we were happy to be able to continue this.

TOTAL SIGN-UPS: 10

## FREE VIRTUAL LIBRARY CARDS

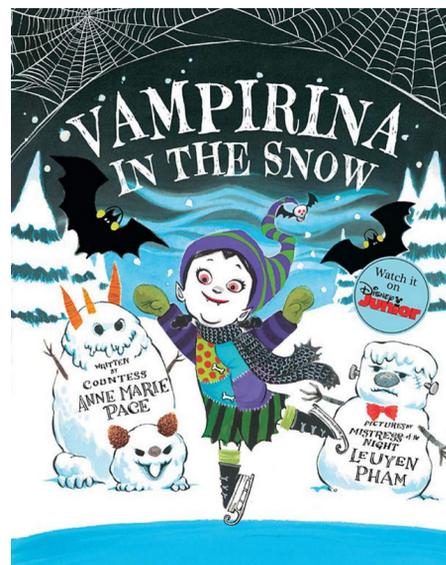
### How to check out digital books and audiobooks using Overdrive!

1. Download and Install the OverDrive App from your app store
2. Open the app and click on "Sign-Up"
3. Click on "Sign-up Using Library Card"
4. Enter and click on Umatilla Public Library
5. Select "Leo Listens – Libraries of Eastern Oregon" from the list of libraries
6. Enter your library card number and password  
(hint: password is the last 4 digits of your phone #)
7. Search for titles and check out!



**We decided to do another round of free virtual library cards for any Umatillian that was interested. This gave our patrons access to our online library of e-books and audiobooks.**

## LITTLE READERS - STORYTIME



**We celebrated winter time during our January Storytime with this free book (Vamparina in the Snow). We also had a fun slime craft.**

**The Little Readers program is available for ages 0-5 years old. We provide a free book and craft every month!**

# FEBRUARY

## WE ARE OPEN!



In February, we opened up the library mid-month on modified hours and continued to provide curbside and deliveries!

## SCAVENGER HUNTS IN THE PARK



The Umatilla Parks and Recreation Department and the Umatilla Library brought Scavenger Hunts to the Parks! Each month we featured a different park in Umatilla. In February, we featured Nugent Park. We hid 8 tags and provided clues for anyone to find. The tags were then turned into the Library for a chance to win a prize.

**Total Participants: 1**

# MARCH

## SCAVENGER HUNTS IN THE PARK



In March, we featured Marina Park for our scavenger hunt. The number of participants increased this month.

Total participants: 17

## VIRTUAL BINGO



We hosted a St. Patrick's Day inspired BINGO in March. Virtual BINGO showed to be very popular.

Total participants: 17

# APRIL

## NORMAL BUSINESS HOURS

A sign for library hours. On the left, a circular graphic with a blue-to-purple gradient contains the text "NEW HOURS STARTING MONDAY APRIL 19TH!". The background of the sign shows bookshelves. On the right, a dark blue panel contains the following text: "LIBRARY HOURS", "Monday-Thursday 10:00 am - 6:00 pm", "Friday 9:00 am - 5:00 pm", "Saturday 10:00 am - 2:00 pm". At the bottom, there are two icons: a car icon labeled "CURBSIDE During Business Hours" and a house icon labeled "DELIVERY Tuesdays & Thursdays 10:00 am - 2:00 pm".

**NEW HOURS STARTING MONDAY APRIL 19TH!**

**LIBRARY HOURS**  
Monday-Thursday  
10:00 am - 6:00 pm

Friday  
9:00 am - 5:00 pm

Saturday  
10:00 am - 2:00 pm

**CURBSIDE**  
During Business Hours

**DELIVERY**  
Tuesdays & Thursdays  
10:00 am - 2:00 pm

**We were excited to announce that we were going back to normal business hours starting April 16th!**

## VIRTUAL BINGO

A poster for a virtual bingo event. The background is light green with floral patterns. At the top, it says "City of Umatilla Parks & Rec Department and Library Presents". In the center, a large green circle contains the text "VIRTUAL BINGO!". Below that, it says "FRIDAY, APRIL 23RD AT 4:00 PM". At the bottom, there is a paragraph of text: "Get a chance to win Arbor Month-themed prizes which include garden starters, plant kits, gift cards, and our grand prize: a gift card for a round of golf to Big River Golf Course! Register online now at <https://secure.recl.com/OR/umatilla-or/catalog>".

City of Umatilla Parks & Rec  
Department and Library Presents

**VIRTUAL BINGO!**

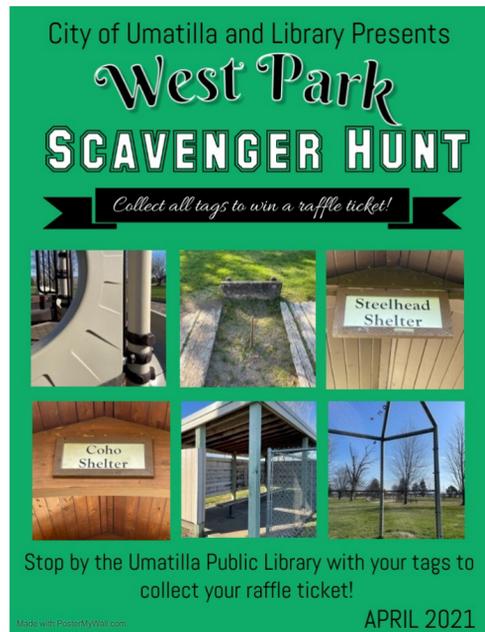
**FRIDAY, APRIL 23RD  
AT 4:00 PM**

Get a chance to win Arbor Month-themed prizes which include garden starters, plant kits, gift cards, and our grand prize: a gift card for a round of golf to Big River Golf Course!  
Register online now at  
<https://secure.recl.com/OR/umatilla-or/catalog>

**We hosted an Arbor Day inspired BINGO in April.**

**Total Participants: 6**

## SCAVENGER HUNTS IN THE PARK



In April, we featured West Park for our scavenger hunt.

**Total Participants: 11**

## CITIZEN SCIENCE GRANT



The Umatilla Public Library was 1 of 15 Libraries in the U.S. to receive a grant for Citizen Science!

Citizen Science is the practice of public participation and collaboration in scientific research. Patrons will have the chance to explore and capture pictures of creatures in our area with the Biodiversity kit, or look up and explore the night sky with our Astronomy kit!

(Kits coming soon!)



## **STORYWALK GRAND OPENING**

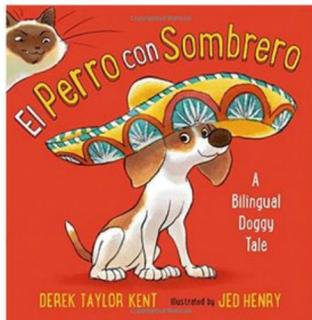
**We were so excited to announce the Grand Opening of our permanent StoryWalk located at Hash Park!**

**StoryWalk is a fun, educational activity for all ages. It combines physical activity with books to help build interest in reading while encouraging healthy activity. In April, the City installed its' first StoryWalk along the trail from Hash Park to Kiwanis Park in McNary. Each stand contains a large replica of a page from a children's book, allowing children to read the story while going for a walk. The book is swapped out monthly by the Umatilla Public Library, so we hope you will come out and enjoy the StoryWalk with us often and throughout the year.**

**For our first month, we featured "I Can Save the Earth" by Alison Inches and provided snacks and refreshments. We also had a fun craft provided by the Parks & Rec Department. We will be featuring a new story each month, and a QR code is provided at the end of each story to be entered into a giveaway.**

## STORYWALK

### Welcome to StoryWalk® At Hash Park



StoryWalk® is a fun, educational activity for all ages. It combines physical activity with books to help build children's interest in reading while encouraging healthy activity.

Every month, the Library will display a different book. You can walk the trail and maybe even find some fun surprises at the end!

StoryWalk® was made possible by the City of Umatilla and is in collaboration with Umatilla's Parks and Rec Department.



"The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson."

In May, our StoryWalk featured **El Perro con Sombrero**. This book was a bilingual doggy tale. We also had a QR code which patrons were able to scan so that they could hear the story and follow along in English AND Spanish!

**Total Participants: 10**

## WINE & ART



Wine & Art was our first official in person event since we opened back up regular hours. We had really missed seeing everyone in person and overall, it was a great event.

**Total Participants: 14**

## SCAVENGER HUNT



We featured Hash Park for our scavenger hunt in May.

Total Participants: 10

## BINGO



Also in May, we decided to try out a hybrid BINGO. We were really excited with how it turned out and we made it through with little complications. Our patrons really enjoyed having the option to participate in person or virtually.

Total Online Participants: 4

Total In Person Participants: 4

## LIBRARY VAN!



## Vehicle Wrap by Creative Signs

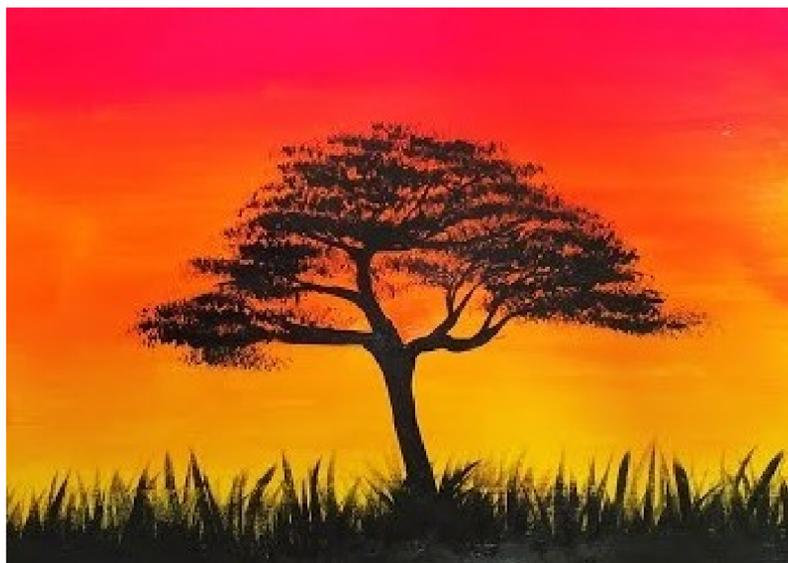


Thanks to the support of the City and City Council, we received our library van! The main use of the van is to provide our patrons with our pop up library outreach program as well as providing deliveries to our patrons in need.

In May, we also got a wrap for our van. The wrap includes information on our pop-up library as well as the services that the library provides. It's a great form of advertisement and our hopes are that with this wrap, we will be able to reach more people in our community.

# JUNE

## WINE & ART



We saw the true value in good advertising this month! Our wine and art events are usually our most popular, but we began advertising for this pretty late and we saw that in the number of participants.

Total participants: 4

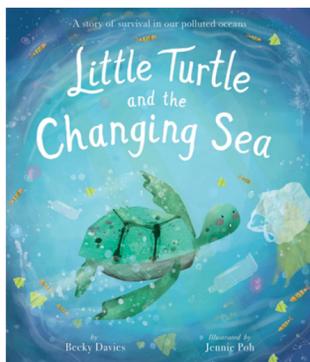
## BINGO



In June, we had BINGO at the Saturday Market. Temperatures were pretty high, but we made it through!

Total Participants: 7

## Welcome to StoryWalk® at Hash Park



StoryWalk® is a fun, educational activity for all ages. It combines physical activity with books to help build children's interest in reading while encouraging healthy activity.

Every month, the Library will display a different book. You can walk the trail and maybe even find some fun surprises at the end!

StoryWalk® was made possible by the City of Umatilla and was made in collaboration with Umatilla's Parks and Rec Department.



## STORYWALK

In June, we celebrated World Oceans Day by featuring a story about Little Turtle who overcomes the battles of marine pollution and how we can work together to make the ocean a safe place for all marine animals.

Total Participants: 24

"The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg Hubbard Library. Storywalk® is a registered service mark owned by Ms. Ferguson."

Throughout all six months, all of our regular monthly projects and programs continued. This included both a printed newsletter, online newsletter, and our monthly Little Readers storytime.

# BY THE NUMBERS

## Library Circulation Report January - June 2021

Data

Summary Details

Category	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Total
Juvenile Fiction	127	123	114	184	105	109	762
Adult Fiction	108	131	142	136	126	113	756
E-Books	78	86	84	105	76	87	516
Movies	34	44	75	37	37	47	274
Audiobooks	15	6	72	43	53	73	262
Adult Non-Fiction	26	34	39	27	22	22	170
Large Print	31	24	25	31	32	27	170
Graphic Novel	3	3	24	28	14	22	94
Young Adult	10	15	20	16	6	20	87
Magazines	3	5	11	7	3	5	34
Equipment	3	6	4	4	8	6	31
Juvenile Non-Fiction	2	4	3	5	5	5	24
Spanish	0	0	0	0	0	0	0
<b>Total</b>	<b>440</b>	<b>481</b>	<b>613</b>	<b>623</b>	<b>487</b>	<b>536</b>	<b>3,180</b>

## Library Foot Traffic Report January - June 2021

Data

Summary Details

Foot Traffic Count	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Total
Indoor	0	94	270	379	249	352	1,344
Curbside	98	45	0	4	3	0	150
Delivery	3	6	5	2	5	9	30
<b>Total</b>	<b>101</b>	<b>145</b>	<b>275</b>	<b>385</b>	<b>257</b>	<b>361</b>	<b>1,524</b>

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Public Works Quarterly Report	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> Public Works	<b>Director:</b> Scott Coleman	<b>Contact Person:</b> Scott Coleman	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> n/a	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> n/a	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> n/a
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**Attachments to Agenda Packet Item:**

[PW Quarterly Report for 4th Qtr. 2020-2021.pdf](#)

<b>Summary Statement:</b> Discussion & Report Only  Online version can be viewed <a href="#">HERE</a> .
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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# **PUBLIC WORKS DEPARTMENT QUARTERLY REPORT**

Fourth Quarter Fiscal Year 2020-2021

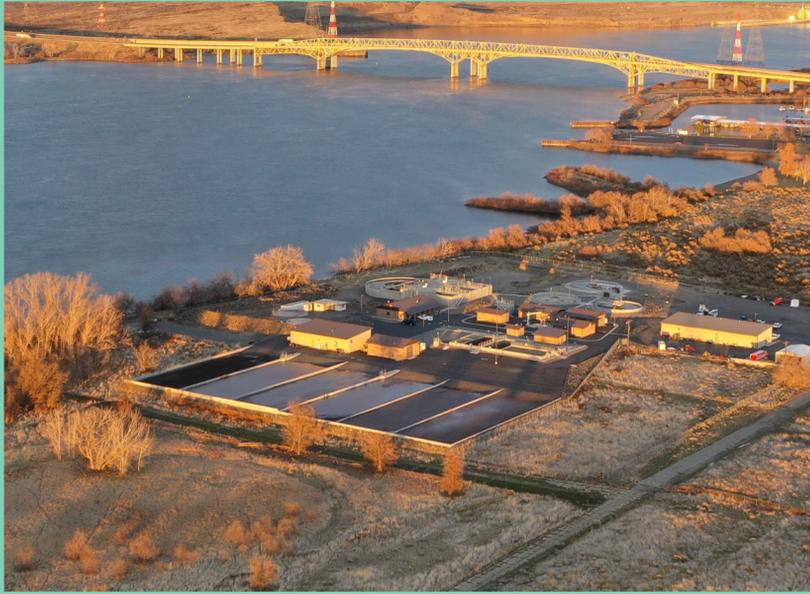
**Hot, dry, and busy. Those would be the adjectives used to describe our late spring and summer. As all of you know, yard work or any work outside has not been fun this year. Along with the hottest summer on record since 2015, we experienced a major increase in work load as we purchased the Big River Golf Course and took over the operation and maintenance of the Umatilla Marina & RV Park. With those added responsibilities, we have increased our number of full-time (FTE) employees along with some seasonal full-time and part-time employees. Trying to find good quality employees to work has become hard for everyone. We are continually looking for qualified help. If you know of anyone looking for work, please have them fill out an application. The entire Public Works Department appreciates that the City Council and rest of the city staff have worked hard to increase our budget. As always, we do our best with what we have and continue to grow. We appreciate the fact that you are helping us grow so we can do our jobs and get Umatilla looking and operating better than ever.**

**With appreciation,  
Scott Coleman**



## Water Dept. Updates

The City set an all time high for the amount of water used in a single month and day this year. It goes without saying that as these new homes and businesses come on-line we are using more water. We are working towards goals to help with getting off of the natural aquifer, but as we work on those, we have to be mindful that our already depleted critical ground water area is continuing to drop. Duane and Jason have done a tremendous job. With the amount of folks in the department, we will be looking to add some people there to deal with all of the additional infrastructure that we will be adding. We are finishing up our future water useage modeling study and should have an update for you in the fall. JUB Engineering has been handling that for us. Please remind people to conserve water.

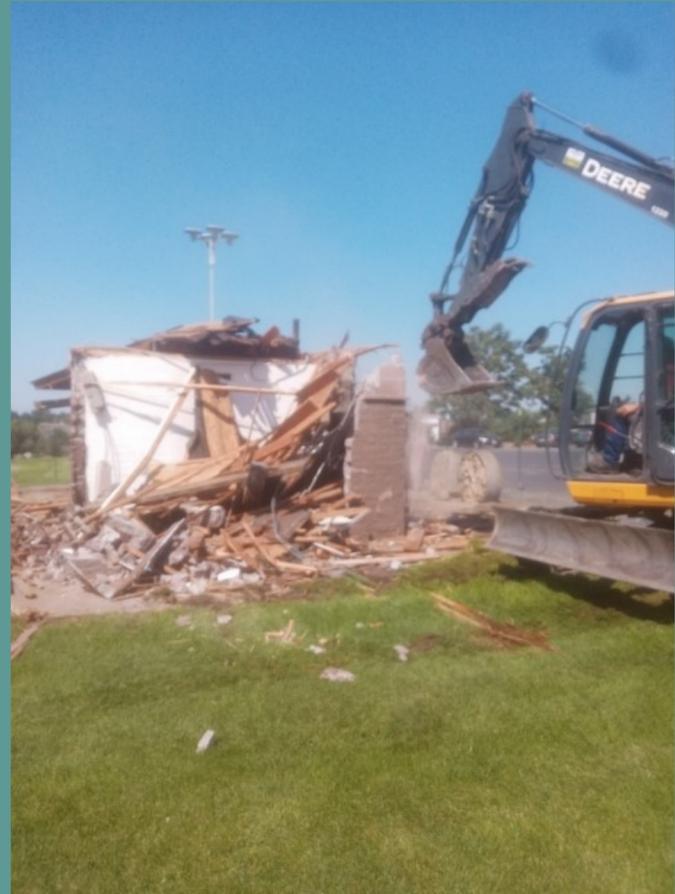


## **Sewer Department Updates**

**As you can imagine with more water being used within the City we are producing more waste. The Waste Water Treatment Plant (WWTP) continues to keep our waste water within the necessary requirements for the Oregon Department of Environmental Quality (ODEQ). Lupe, Matt, and Hazael are continually looking for ways to keep ahead of the ever changing population. Good preventive maintenance is the key. Fixing things before they break is always the best remedy and they do a heck of job with that. Hazael recently passed his Operator III testing requirements and will working on the rest of his endorsements. We transferred Lupe Mendoza to the Street Dept. and Casey Horn is transferring to WWTP. Leon will continue to work with the crew at the WWTP to get their upgraded endorsements and take some work load off of him.**

## Parks Department Updates

The Parks Dept. continues to work hard with all of the new upgrades and changes. Chris, Derek, Raul, and Nate are trying to keep their collective heads above water, although, it seems we can never catch up. With the addition of the trees and hanging baskets on 6th Street, and upgrades to Nugent Park and Kiwanis Park it seems like there is no time for repairs. We appreciate all of the kind words as to the way things look, but we really have higher expectations for the way things look in the community and the guys have been frustrated with the heat and trying to conserve water. It has been a very frustrating summer to say the least. I am proud that the crew expects more and we will continue to work towards that. We are continuing to upgrade components and infrastructure to make things more reliable.





## Street Department Update

Moving Lupe to the Street Dept. will give us someone with a lot of experience with equipment. We will begin some crack sealing in September along with striping and clean-up. With all of the added work from other departments, I have had to cut back on the street department goals and that is just not acceptable to me. I take full responsibility for that and we will strive to do better in the future. Again, we will be looking to add another FTE to the Street Dept. to get it up to full strength. We will be adding some additional budget dollars in the future as well.

## Big River Golf Course

We have been adding a few new things to the Golf Course. A new roughs mower for Gunner, Trever, Shane, Noe, and Sergio to work with. These added tools cut down the time it takes to do one thing, so we can free up to do other things. We have recently began graveling some of the cart paths and will be asphaltting areas that need patching. We have begun adding twelve new cart sheds. This will allow for some new revenue and get some more storage for members. The course has really been a learning experience for all of us. We tried to cut the crew down but we realized we are just supplementing the crew from other departments to keep up. We will continue to grow the crew along with technical upgrades to the course. This has taken longer than I had pictured, but I am very proud of the effort the crew has put in out there and it was a huge learning curve for them. We will be moving Trever to the Parks Dept. to replace the position vacated by Casey. We have promoted Noe to full-time at the course and he brings a ton of knowledge and great work ethic with him. We will also be looking to add some more seasonal full-time folks there as well.





## Umatilla Marina and RV Park

Chet, Trevor, and Darren have really upped the City's game at the Marina & RV Park. We have recieved so many compiments about the cleanliness and appearance of the area. We have along way to go but they truly have done a great job there. We have also had to supplement some of our Parks guys there because of the work load and just learning how everything operates. We have added a drink vending machine to the office along with fishing bait and coffee. We will continue to make improvements there and we want it to be a place that families go and spend their time together.



PUBLIC WORKS QUARTERLY REPORT

[www.umatilla-city.org](http://www.umatilla-city.org)

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Approval of a Memorandum of Understanding with the City of Hermiston & Umatilla County to develop a Preliminary Engineering Report to consider a potential bridge across the Umatilla River at Elm or Punkin Center.	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$30,000 <b>Amount Budgeted:</b> \$30,000	<b>Fund(s) Name and Number(s):</b> General Fund - 01
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 08/07/2021
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**Attachments to Agenda Packet Item:**

[Memo on Elm or Punkin Center Bridge.docx](#)

[Umatilla River Bridge Feasibility MOU.doc](#)

[Anderson Perry SOW for Umatilla Bridge over Elm or Punkin Center.pdf](#)

**Summary Statement:**

Motion to direct the City Manager to sign and execute the attached MOU.

The needs for an additional Umatilla River bridge are many, and the entire region stands to benefit significantly. Recent, and future, residential growth in the City of Umatilla is heavily concentrated along Powerline Road, while the bulk of regional commercial and service activity attracts heavy traffic in to Hermiston. This is already causing noticeable negative transportation impacts to this area, including regular car accidents. The cost of bridge construction is significant; with either of the two options considered here likely to range between \$20M and \$30M. The intention is to begin work toward securing large-scale State and/or Federal funding toward eventual construction sometime within the next 10-20 years. This MOU outlines support among both cities and the county toward contributing financially to development of the Preliminary Engineering Report. The MOU specifically limits commitment of the three parties to only an engineering analysis. Future local partnerships are likely to be developed upon completion and analysis of the PER.

**Consistent with Council Goals:**

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



# City of Umatilla

700 6<sup>th</sup> St Umatilla, OR 97882  
Ph: 541-922-3226 Fax: 541-922-5758  
[www.umatilla-city.org](http://www.umatilla-city.org)

## MEMORANDUM

Date: August 17, 2021

To: Umatilla City Council & Mayor

From: David Stockdale, City Manager, City of Umatilla

Re: Potential IGA with Hermiston & Umatilla County to develop a Preliminary Engineering Report to consider a potential bridge across the Umatilla River at Elm or Punkin Center

Umatilla County, particularly West Umatilla County, Hermiston and Umatilla are experiencing historical growth. As our communities grow demands on our local transportation systems recognize a significant impact. The need for multiple routes and multimodal transportation options are at the core of a safe and successful transportation network. The Cities of Umatilla and Hermiston, together with Western Umatilla County, are realizing road use above some routes' original design and Level of Service (LOS). Streets like Bridge St and others are especially impacted with the significant growth along Powerline Rd. in Umatilla and in Hermiston and the unincorporated areas of the County.

The City of Hermiston has received a draft Scope of Work (SOW) from Anderson Perry & Associates, Inc. (AP) to create a Preliminary Engineering Report for a potential bridge that would span the Umatilla River as an extension of either W. Elm Avenue or W. Punkin Center Road. This SOW would provide a SWOT (Strength, Weakness, Opportunity, and Threat) analysis for these two bridge options and establish objectives for a potential future project.

The cost for this work is \$130,000. Hermiston was looking at potential grant opportunities to fund this project (and will continue to do so), but discussions between them and us and the County has led to consideration by our elected Councils/Boards to consider partnering together through an IGA to streamline this work by pooling our resources to start the project now. The shared cost is proposed: Hermiston and County to pay \$50,000/each and Umatilla to pay \$30,000.

As the City prepares to update our TSP and as we diligently work to adequately address our historic growth, I am recommending that we enter into a partnership agreement with Hermiston and Umatilla County to complete this work.

## MEMORANDUM OF UNDERSTANDING

DATE: August 3, 2021

PARTIES: CITY OF HERMISTON  
CITY OF UMATILLA  
UMATILLA COUNTY

PURPOSE: To document an understanding between the parties as to how the entities intend to jointly fund a Preliminary Engineering Report examining viable options for a vehicle bridge over the Umatilla River.

RECITALS: Increased connectivity between Hermiston and Umatilla will generally be beneficial to continued economic growth of both communities.

Construction of a new vehicle bridge across the Umatilla River generally appears to increase inter-community connectivity.

The City of Hermiston's adopted Transportation System Plan has, since 2001, included future plans for bridges aligning with both Elm Avenue and Punkin Center Road.

Capital construction costs associated with a new bridge are anticipated to be at least \$20 million, and well beyond the ability of any of the partners individually, or jointly, to afford.

The parties wish to pursue outside funding to significantly assist with capital construction costs.

Due to the size and complexity of the project, a significant amount of preliminary engineering analysis is necessary in order to appropriately assure potential internal & external funding partners of the project's viability.

Anderson Perry & Associates Engineering, Inc. has provided the City of Hermiston with a Scope of Work to prepare a Preliminary Engineering Report, which is attached to this MOU. Work items in the PER include:

- Strengths, Weaknesses, Opportunities, & Threat (SWOT) analysis comparing both potential bridge locations.
- Preliminary Transportation Impact Analysis.
- Environmental, Cultural, and Permitting Review
- Right of Way & Land Acquisition Analysis

- Conceptual layout design for both potential bridge locations.
- Preliminary construction cost estimates.

Anderson Perry & Associates has agreed to provide the PER work for \$130,000.

UNDERSTANDING: Now, THEREFORE, the parties document their intentions as follows;

1. The parties agree to share the cost of the PER as:
  - a. City of Hermiston- \$50,000
  - b. Umatilla County- \$50,000
  - c. City of Umatilla- \$30,000
2. The City of Hermiston will act as the owner and point of contact for Anderson Perry, with other parties reimbursing the City of Hermiston.
3. All parties agree to collaborate on this project in good faith.
4. More detailed consideration of potential future partnerships, funding, ownership, etc. are all contingent upon the results of this Preliminary Engineering Report. Therefore, this MOU does not create any expectation of future commitments by any party.

CITY OF HERMISTON

By: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF UMATILLA

By: \_\_\_\_\_ Date: \_\_\_\_\_

UMATILLA COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_



**SCOPE OF WORK**  
**April 8, 2020**

**GENERAL**

This Scope of Work (SOW) outlines the tasks and estimated fees associated with Anderson Perry & Associates, Inc. (Engineer) preparing a Preliminary Engineering Report (PER) for the City of Hermiston (Owner) for a potential bridge that would span the Umatilla River as an extension of either W. Elm Avenue or W. Punkin Center Road just west of the City of Hermiston in Umatilla County, Oregon.

The PER will generally include a Strength, Weakness, Opportunity, and Threat analysis for the two bridge options and will include establishing objectives for a potential project. As part of the PER, environmental and cultural resource evaluations will be conducted. The Engineer will also investigate any other permits, easements, land acquisition, and other infrastructure improvements that may be needed. A preliminary traffic impact analysis will be performed as part of the PER.

The PER work is anticipated to require the following tasks:

**TASK NO. 1 - PROJECT MANAGEMENT AND COORDINATION**

The Engineer shall provide project management and coordination of all tasks in this SOW, including:

1. Attend up to four meetings with the Owner, including an initial meeting to discuss overall transportation system conditions, areas of concern, and ideas on improvement options. Subsequent meetings will be held to review the progress of work, present alternatives, and assist the Owner in making key decisions relative to the preparation of the PER.
2. Prepare initial project schedule and updates as needed.
3. Provide quality assurance and quality control review of all documents.
4. Prepare and distribute agenda and minutes for all meetings.

**TASK NO. 2 - PRELIMINARY TRANSPORTATION IMPACT ANALYSIS**

This task reflects the preliminary understanding of the Umatilla Bridge options and is based on conversations with Owner staff. Other items may be included. Following is a list of items anticipated to be provided by the Engineer related to Task No. 2:

**Site Visit/Data Collection.** The Engineer will visit the City of Hermiston to observe existing traffic flow patterns and will identify existing physical and operational characteristics of the transportation system in the vicinity of each potential bridge location. If needed, traffic counts may also be conducted at key intersections during peak traffic



periods. The data gathering effort will include obtaining existing available traffic count data and crash data that may be available.

**Transportation Impact Analysis.** The Engineer will take data and information gathered and will estimate the assumed future build-out year (assumed to be 2025) background traffic conditions within the site vicinity and along the main arterial and collector streets that are anticipated to be impacted by the installation of a bridge. These estimates will be based on current growth trends, identified in-process developments, and transportation improvement projects in the study area. Based on these data, the Engineer will develop and estimate trip distribution patterns for the proposed bridge options. As part of the analysis, the Engineer will identify potential multimodal circulation deficiencies in the study area and determine feasible mitigation measures if necessary.

**Report of Findings.** The Engineer will produce a formal report, including text, figures, and tables, that summarizes the results of the data gathering and analysis discussed above. The report will be an appendix to the PER.

**Assumptions:** The Engineer assumes the following to perform Task No. 2:

- The Owner shall make available all maps, records, reports, and any other information relative to the Owner's existing transportation system and corresponding infrastructure.
- The Engineer will hire a subconsultant to prepare the transportation impact analysis.

### TASK NO. 3 - PERMITTING, ENVIRONMENTAL, AND CULTURAL RESOURCES

This task will involve investigating potential permitting, environmental, and cultural resources requirements that would be necessary to implement each bridge option as follows:

**Environmental/Permitting Review.** The Engineer will conduct a site visit and perform an environmental review to identify potential wetland impacts, the presence of threatened or endangered species, or other environmental concerns within the limits of the proposed improvements.

**Cultural Resource Review.** Anticipated archaeological services for this project include a desktop review (literature review), which is composed of the following work items:

Gather available archaeological site, archaeological survey, and historic-period built resource data from a variety of sources. Previous survey and site information will be gathered utilizing the Oregon Archaeological Records Remote Access database. Site and survey data will be collected for areas within the area of potential effect (APE) and within a 2-mile radius of the APE. Previous historic-period built resource data will be gathered utilizing the Oregon Historic Sites Database. This task also includes examination of readily available maps and images including, but not limited to, historical General Land Office maps, U.S. Geological Survey topographic maps, Metsker maps, county or city engineering records, newspaper articles, and historic-period aerial photos to identify other potential cultural resource sites or gain more information concerning known cultural resources within or adjacent to the APE.

The following additional services related to the historical and cultural resources review are not included as part of this SOW, but may be added by amendment to this SOW if necessary:



- Archaeological permit for subsurface testing.
- A cultural resource inventory, including the execution of pedestrian and subsurface survey.
- A Memorandum of Agreement (MOA) to detail mitigation measures if the Oregon State Historic Preservation Office deems that mitigation measures are necessary for the project's potential effects on historical properties.
- Curation fees associated with artifacts discovered during fieldwork.
- Additional documentation or other work resulting from the conditions of the MOA.
- Any additional work beyond that specifically described that may be required by the state agencies involved. This work could include conducting archaeological monitoring, performing archaeological site testing, and/or mitigation.

**Assumption:** The Engineer assumes the following to perform Task No. 3:

- The Owner shall make available all records, reports, correspondence, and any other available information relative to the Owner's existing transportation system as it pertains to this potential project.

#### TASK NO. 4 - EASEMENTS/RIGHT-OF-WAY NEEDS

This task will involve identifying needed easement and right-of-way acquisitions to implement a given proposed option. This task would involve gathering existing land use data and result in maps showing existing and proposed land use/owners. Costs for acquiring needed land for these purposes would be estimated under this task.

**Assumptions:** The Engineer assumes the following to perform Task No.4:

- The Owner shall locate and provide access to existing collection system components as requested by the Engineer.

#### TASK NO. 5 - DEVELOPMENT OF TRANSPORTATION SYSTEM IMPROVEMENTS

Recommendations for improvements to the transportation system will be provided in the PER. These improvements will include a bridge, roadway improvements, and other associated infrastructure. It is not the intent of the PER to design the various components of the two options in detail but rather to show conceptual layouts of the two options. Design components shown on a conceptual level will be in sufficient detail to provide high-level total project costs with appropriate contingency to allow for unknowns to the potential project. As part of this task, the Engineer will identify potential funding sources available for implementation of the project.

#### TASK NO. 6 - DEVELOPMENT OF THE PRELIMINARY ENGINEERING REPORT DOCUMENT

The Engineer will prepare and present copies of a draft PER summarizing the results of the planning effort to the Owner for review and comment. After comments are received regarding the draft PER from the Owner, copies of the final PER will be prepared and presented to the Owner.

The Engineer will provide the following services as part of the development of the PER document:



- Develop draft PER
- Internal review of draft PER
- Present draft PER to Owner’s staff for review
- Develop final draft PER
- Present final draft PER to the City Council
- Distribution to and review of final draft PER by the Owner
- Make final PER revisions requested by the Owner

**Deliverables**

- Draft PER
- Final draft PER
- Final PER

**ADDITIONAL SERVICES**

In addition to the foregoing tasks being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

Potential items include:

1. Design engineering services
2. Project funding assistance
3. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project

**ESTIMATED FEE**

The estimated fee for all tasks outlined herein (except Additional Services) is \$130,000, to be billed on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and written approval from the Owner.

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 09-2022 - A resolution authorizing the City Manager and Community Development Director to sign an cooperative agreement with the Department of Consumer and Business Services, building codes division to provide building official, plan review and inspection services when requested.	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA <b>Amount Budgeted:</b> NA	<b>Fund(s) Name and Number(s):</b> Building - 09
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

[RES 09-2022.docx](#)

[Cooperative agreement Draft.docx](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 09-2022.
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<b>Consistent with Council Goals:</b> Goal 3: Enhance and Cultivate Relationships and Partnerships.
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**RESOLUTION NO. 09-2022**

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND COMMUNITY DEVELOPMENT DIRECTOR TO SIGN AN COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES, BUILDING CODES DIVISION TO PROVIDE BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES WHEN REQUESTED**

**WHEREAS**, for the convenience of local citizens and contractors, they City of Umatilla wishes to continue to maintain a building department to provide the highest level of service to the community; and

**WHEREAS**, Building official services, plan review and inspection services require special licensing and certified personnel to perform; and

**WHEREAS**, by the authority granted in ORS 190.110 units of local government or a state agency may enter into agreements with other units of local government for performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

**WHEREAS**, to maintain the availability of all building department services during unanticipated or emergency situations it is necessary to establish cooperative agreements with other service providers in the local area.

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

1. The City Manager and Community Development Director are authorized to sign the Cooperative Agreement with the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division to provide building official, plan review and inspection services when requested.

**PASSED** by the City Council and **SIGNED** by the Mayor this 7<sup>th</sup> day of September, 2021.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

This agreement is between City of Umatilla (Municipality) and the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), in accordance with ORS 190.110 and 455.185. The Contract Administrators of this agreement are:

DCBS	City of Umatilla
Contract Administrator: Warren Jackson Title: Field Services Section Manager State of Oregon, Department of Consumer and Business Services, DCBS Building Codes Division 1535 Edgewater St. NW P.O. Box 14470 Salem, OR 97309-0404 Phone: (503) 373/7755 Fax: (503) 378-2322 Email: Warren.D.Jackson@Oregon.gov	Contract Administrator: Brandon Seitz Title: Community Development Director Address: 700 6 <sup>th</sup> Street P.O. Box 130 Umatilla, OR 97882 Phone: (541) 922-3226 ext. 103 Fax: (541) 922-5758 Email: brandon@umatilla-city.org

- I. PURPOSE:** By this Agreement, the State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), and the Municipality agree to provide Building Official services, Plan Review and Inspection services to each other when requested. When requesting services, a party is the Requesting Party. When providing Services, a party is the Service Provider.
- II. TERM OF AGREEMENT:**  
This Agreement shall become effective when signed by all parties. This Agreement shall expire five years after its effective date, unless terminated early in accordance with Section IX.
- III. STATEMENT OF WORK**
- A. A Requesting Party shall:
1. Contact the Building Official of the Service Provider, when services are needed.
  2. Email inspection requests to the Building Official of the Service Provider, at least 24 hours in advance of inspection.

3. Send all construction plans for which plan review is requested to:

When DCBS is the Service Provider:

ATTN Warren Jackson  
BCD Salem Office,  
1535 Edgewater St. NW,  
Salem OR 97309

When Municipality is Service Provider:

ATTN: Brandon Seitz  
City of Umatilla  
700 6<sup>th</sup> Street  
Umatilla, OR 97882

4. Remit payment to the Service Provider within 60 days of service delivery.

B. Service Provider shall:

1. Provide an interim Building Official who is certified to perform Building Official duties during business hours by telephone and onsite, as requested. The interim Building Official shall be an employee of the Service Provider, managed by, reporting within, and subject to the direction and control of the Service Provider.

2. Perform plan review and inspection services, by plan or inspection as requested, consistent with construction codes and standards adopted by the State of Oregon.

3. Perform services using Service Provider staff possessing appropriate certification or designation recognized by the State of Oregon.

4. Complete residential plan reviews within 10 calendar days. Complete commercial Plan reviews within 15 calendar days of receipt.

5. Submit inspection reports to the Requesting Party within forty-eight (48) hours of the inspection.

The only services that will be provided under this Agreement are those requested by the Requesting Party and as Service Provider has available staff to complete the requested work

## IV. CONSIDERATION

A. Requesting Party agrees to pay Service Provider at the rate of:

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

- a) Ninety percent (90%) of the plan review fee collected by the Requesting Party for plan reviews completed under this agreement.
- b) Ninety percent (90%) of the permit fee collected by the Requesting Party for permitted work where BCD will conduct all associated inspections with the permit.
- c) Eighty-five dollars (\$85.00) per hour for work not identified in (a) or (b).
- d) For each month that Service Provider provides interim Building Official services, but no inspection or plan review services, 10% of all building code related fees collected by Requesting Party.

B. Both parties certify that, at the time this agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this agreement.

C. Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January thru March, April thru June, July thru September, and October thru December. Payment is due within 60 days of the close of each quarter. Payment to be sent to the following address:

When DCBS is Service Provider:

Building Codes Division  
BCD FACS  
PO Box 14470  
Salem OR 97309-0404

When Municipality is Service Provider:

ATTN: Esmeralda Horn  
City of Umatilla  
700 6<sup>th</sup> Street  
Umatilla, OR 97882

D. With every payment, for the work done under this Agreement during the quarter for which payment is being remitted, Requesting Party shall provide Service Provider with:

- (1) Documentation of each plan review performed by Service Provider and the associated fees collected by Requesting Party;
- (2) documentation of each permit inspected by Service Provider and the associated fees collected by Requesting Party;
- (3) documentation of any request for interim Building Official services made, as well as the month and number of hours Service Provider provided interim Building Official services;

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

(4) documentation of all work performed by Service Provider at the hourly rate under paragraph (A)(c) of this section, as well as the date and number of hours such work was performed; and

(5) if interim Building Official services were provided, Requesting Party's accounting of all plan review fees, permit fees, collected by Requesting Party, and all payment remitted to Service Provider, for the subject quarter.

E. Requesting Party agrees that it shall provide or make available, if and as requested by Service Provider, any and all records and information related to this agreement of which Requesting Party is custodian, within 30 days of such request by Service Provider. Requesting Party further agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created.

## V. TRAVEL AND OTHER EXPENSES

Requesting Party shall not be responsible to Service Provider for travel or other expenses.

## VI. BREACH

Neither party shall be in breach of this Agreement until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for 7 days in the case of Municipality's obligations; or 14 days in the case of DCBS's obligations. In the case of a default, the nonbreaching party may terminate this agreement with (10) days prior written notice to the breaching party and shall be entitled to seek damages or any other remedy provided by applicable law. If DCBS is the nonbreaching party, it may elect to perform any of the breaching party's obligations and recover from the breaching party the costs of such performance plus interest at the rate of 10% of such costs. If DCBS is the nonbreaching party, it may also elect to commence an investigation of Municipality under ORS 455.770(1) and (2)(b).

## VII. CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

## **VIII. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This agreement may be extended upon written amendment.

## **IX. TERMINATION**

This agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

## **X. FORCE MAJEURE**

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Party shall resume performance of its obligations under this Agreement. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

## **XI. ALTERNATIVE DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **XII. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **XIII. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

## **XIV. PARTNERSHIP**

Neither party is, by virtue of this agreement, a partner nor a joint venturer in connection with activities carried out under this agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.

## **XV. AUDIT**

DCBS reserves the right to audit, at Municipality's expense, all records pertinent to this agreement.

## **XVI. NO WAIVER OF CLAIMS**

# COOPERATIVE AGREEMENT (5 YEAR)

CA #

The failure by either party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this agreement.

## XVII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, whether written or oral, concerning the subject matter of this agreement which is not fully expressed herein. This agreement may not be modified or amended except in writing and signed by all parties.

## XVIII. SIGNATURES

Department of Consumer and Business  
Services, Building Codes Division

City of Umatilla

\_\_\_\_\_  
Alana Cox  
Administrator

Date

\_\_\_\_\_  
David Stockdale  
City Manager

Date

\_\_\_\_\_  
Nancy A. Cody  
Designated Procurement Officer

Date

\_\_\_\_\_  
Brandon Seitz  
Community Development Director

Date

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 10-2022. A Resolution authorizing the City Manager to finalize and execute the Water Infrastructure and Services Agreement with Amazon Data Services, Inc. (ADS) for design and construction of a point of diversion in the McNary Pool of the Columbia River and corresponding water delivery pipelines and water treatment facility.	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> Estimated at \$8 million - \$12 million	<b>Fund(s) Name and Number(s):</b> Water - 02
<b>Amount Budgeted:</b> \$0	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> Multiple related presentations all of this year
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**Attachments to Agenda Packet Item:**

[Resolution\\_10\\_2022\\_for\\_Wanapa\\_Road\\_Extension\\_Agreement.docx](#)

<b>Summary Statement:</b> Motion to Approve Agreement  The City has entered into multiple agreements with ADS to partner together and support the construction of two new data centers along Wanapa Road. This agreement will establish an all-new water delivery system for all City residents and our commercial and industrial businesses and our partners, including the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and ADS. This agreement will establish the terms of designing and constructing these utilities and will serve as the initial basis of what will be a separate agreement/agreements with CTUIR on both the transition of their point of diversion (POD) to this new POD and water delivery to the Wanaket wetlands and their industrial lands.
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<b>Consistent with Council Goals:</b> Goal 2: Promote Economic Development and Job Growth.
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**RESOLUTION NO. 10 – 2022**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE WATER INFRASTRUCTURE AND SERVICES AGREEMENT WITH AMAZON DATA SERVICES, INC. FOR DESIGN AND CONSTRUCTION OF A POINT OF DIVERSION IN THE MCNARY POOL OF THE COLUMBIA RIVER AND CORRESPONDING WATER DELIVERY PIPELINE AND WATER TREATMENT FACILITY.**

**WHEREAS**, the City supports Amazon Data Services, Inc. (“ADS”) to develop and construct data centers on property abutting Wanapa Road; and

**WHEREAS**, ADS intends to construct two additional data centers along Wanapa Road that requires a constant source of non-potable, industrial water supply and the City desires to provide such water to ADS, but can only do so if certain improvements to the capacity of the City’s Water System are implemented; and

**WHEREAS**, The Confederated Tribes of the Umatilla Indian Reservation owns and operates a point of diversion consisting of a water intake and pump station and related conveyance infrastructure that diverts water from the Columbia River and pumps it to an upland open canal through which the water is then conveyed to maintain the Wanaket Wildlife Refuge and Wetlands; and

**WHEREAS**, the City and ADS desire to make performance and capacity improvements to the CTUIR POD and City Water System in order for the City to provide industrial water service to ADS and to convey CTUIR water, under CTUIR water rights, to the Wanaket. These improvements will require: (1) new infrastructure to wholly replace and, therefore, materially increase diversion, pumping, and transmission capacity of the CTUIR POD, (2) construction of an additional City water supply treatment facility which will primarily serve ADS; (3) the completion of a raw river water pipeline to convey raw river water to the new Water Treatment Facility and Wanaket; and (4) a treated water supply pipeline to convey treated water from the Water Treatment Facility to ADS; and

**WHEREAS**, the City, through the Greater Umatilla Enterprise Zone, and ADS entered into a Long Term Enterprise Zone Abatement Agreement on November 3, 2020 for ADS to construct and development more than 250,000 square feet of data center facilities; and

**WHEREAS**, the City and ADS entered into the Wanapa Road Extension Agreement on July 17, 2020 to extend Wanapa Road and other utilities to provide access and support of their data center facilities; and

**WHEREAS**, ADS agrees to fund, either upfront or through an established rate schedule or a combination of both, these contracted water infrastructure improvements to Wanapa Road, then running easterly to Beach Access Road, and

**WHEREAS**, this project will benefit not only ADS, but also make significant improvements to water delivery to the CTUIR’s Wanaket wetlands area, provide future capacity to CTUIR for their adjacent industrial lands, and will ultimately serve as the main water source for approximately 75% of the City as the City begins to transition our water supply off of critical ground water to surface water; and

**WHEREAS**, time is of the essence to complete the Water Infrastructure and Services Project; and

**WHEREAS**, ADS and City have determined that it is in the best interest of both parties for City to construct the Water Improvements at the Point of Diversion and corresponding pipeline across CTUIR lands and for ADS to construct all other improvements associated with this project on their privately held properties or easements, subject to payment by ADS of ADS's Proportionate Share, and further subject to the terms and conditions as described in the agreement; and

**WHEREAS**, once completed, the City Water System Improvements will become part of the City Water System, which will then possess raw water diversion, transmission, and pre-treatment capacity sufficient to meet projected annual aggregate water demand, including peak demand, of the City and its customers (including ADS and the CTUIR); and

**WHEREAS**, City and ADS agree to further negotiations on cost sharing to determine each party's cost based upon each party's proportionate share of capacity within the water system, as stipulated in the agreement.

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

1. The City Manager is authorized to finalize and execute the Water Infrastructure and Services Agreement by and between Amazon Data Services, Inc. and the City of Umatilla.

**PASSED** by the City Council and **SIGNED** by the Mayor this 7<sup>th</sup> day of September, 2021.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

**AGENDA BILL**

<b>Agenda Title:</b> First Reading of Ordinance No. 850 - An ordinance amending the City of Umatilla's Urban Growth Boundary and Comprehensive and Zoning Map and setting the Comprehensive Plan Map designation and the zoning classification.	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

[Ord No 850.docx](#)

[Ord No 850 Exhibit A.pdf](#)

[Ord No 850 Exhibit B.docx](#)

**Summary Statement:**

The Council approved City of Umatilla Plan Amendment PA-2-20 at their August 2, 2021, council meeting. Ordinance 850 will implement Plan Amendment PA-2-20 amending the Comprehensive Plan Map by expanding the Urban Growth Boundary to include 146.69 acres of land. A link to the Umatilla City Council Report and Decision for Plan Amendment (PA-2-20) is provided below or available at at City Hall during normal business hours.

[Umatilla City Council Report and Decision for Plan Amendment \(PA-2-20\)](#)

Staff recommends a motion for a first reading by title only of Ordinance No. 850.

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

**ORDINANCE NO. 850**

**AN ORDINANCE AMENDING THE CITY OF UMATILLA'S URBAN GROWTH BOUNDARY AND COMPREHENSIVE AND ZONING MAP AND SETTING THE COMPREHENSIVE PLAN MAP DESIGNATION AND THE ZONING CLASSIFICATION.**

**WHEREAS**, Cleaver Land, LLC, submitted an application requesting approval of an Urban Growth Boundary (UGB) expansion to include 146.69 acres of land; and

**WHEREAS**, the proposed expansion to the UGB would include 146.69 contiguous acres in Umatilla County generally described as follows (the property); and

That portion of Tax Lot 2500 on Assessors Map 5N28 (Tax Account # 124632) laying outside City Limits and the UGB (146.69 of 401.60 total acres)

Tax Lot 200 on Assessors Map 5N2832 (Tax Account # 124660)

**WHEREAS**, said property, is currently zoned Exclusive Farm Use by Umatilla County, as shown on Exhibit A; and

**WHEREAS**, property to be added to the Umatilla UGB is legally described on Exhibit B attached hereto; and

**WHEREAS**, the Umatilla City Council adopted Ordinance No. 849 amending the City of Umatilla Comprehensive and Zoning Map; and

**WHEREAS**, the Umatilla City Council adopted Ordinance No. 700 amending the City of Umatilla Comprehensive and Zoning Map to change the location of the City's UGB; and

**WHEREAS**, the Umatilla City Council conducted public hearings on July 20, 2021 and August 2, 2021 to consider the Planning Commission's recommendation for Plan Amendment PA-2-20 and adopted the Planning Commission's findings and conclusion as its own in approving the application, as contained in the Umatilla City Council Report and Decision for Plan Amendment PA-2-20; and

**WHEREAS**, the Umatilla County Board of Commissioners considered the amendment for co-adoption and the County Planning Commission's recommendation on August 18, 2021, and adopted Ordinance No. 2021-07 co-adopting City of Umatilla Plan Amendment PA-2-20 an expansion of City of Umatilla UGB.

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

**Section 1. Findings.** The Umatilla City Council does hereby find that the applicant meets the required criterion as addressed in *Umatilla City Council Report and Decision for Plan Amendment PA-2-20*.

**Section 2. Setting the final boundaries.** The final boundaries of the Property hereby included in the City of Umatilla’s UGB:

(Commonly known as Tax Lots 2500 on Assessors Map 5N28; Tax Accounts # 124632)

**TOWNSHIP 5 NORTH, RANGE 28, E.W.M.**

Section 29: East Half.  
East half of the West Half.  
Excepting therefrom that portion laying Easterly of US I-82.  
Excepting therefrom that portion laying inside Umatilla City Limits.

Excepting from the above described lands any portion laying within the US I-82 and County Road right-of-way

(Commonly known as Tax Lots 200 on Assessors Map 5N2832; Tax Accounts # 124660)

**TOWNSHIP 5 NORTH, RANGE 28, E.W.M.**

Section 32: Northeast Quarter of the Northwest Quarter.

Excepting from the above described lands any portion laying within the US I-82 and County Road right-of-way

**Section 3. Comprehensive Plan and Zoning Map Amendment.** The Comprehensive Plan and Zoning Map designation for the 146.69-acre property, as shown in Exhibit A attached to his Ordinance, is amended to reflect the City of Umatilla’s Industrial Plan Designation (M) and is zoned Light Industrial (M-1) zone.

**Section 4. Severability.** If any provision of this Ordinance is held to be invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable.

**Section 5. Effective date.** The effective date of this ordinance shall be 30 days after its passage by the city council and approval by the mayor, or by the council president in the mayor’s absence.

**PASSED AND ADOPTED** by the City Council this 7<sup>th</sup> day of September, 2021.

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

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

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

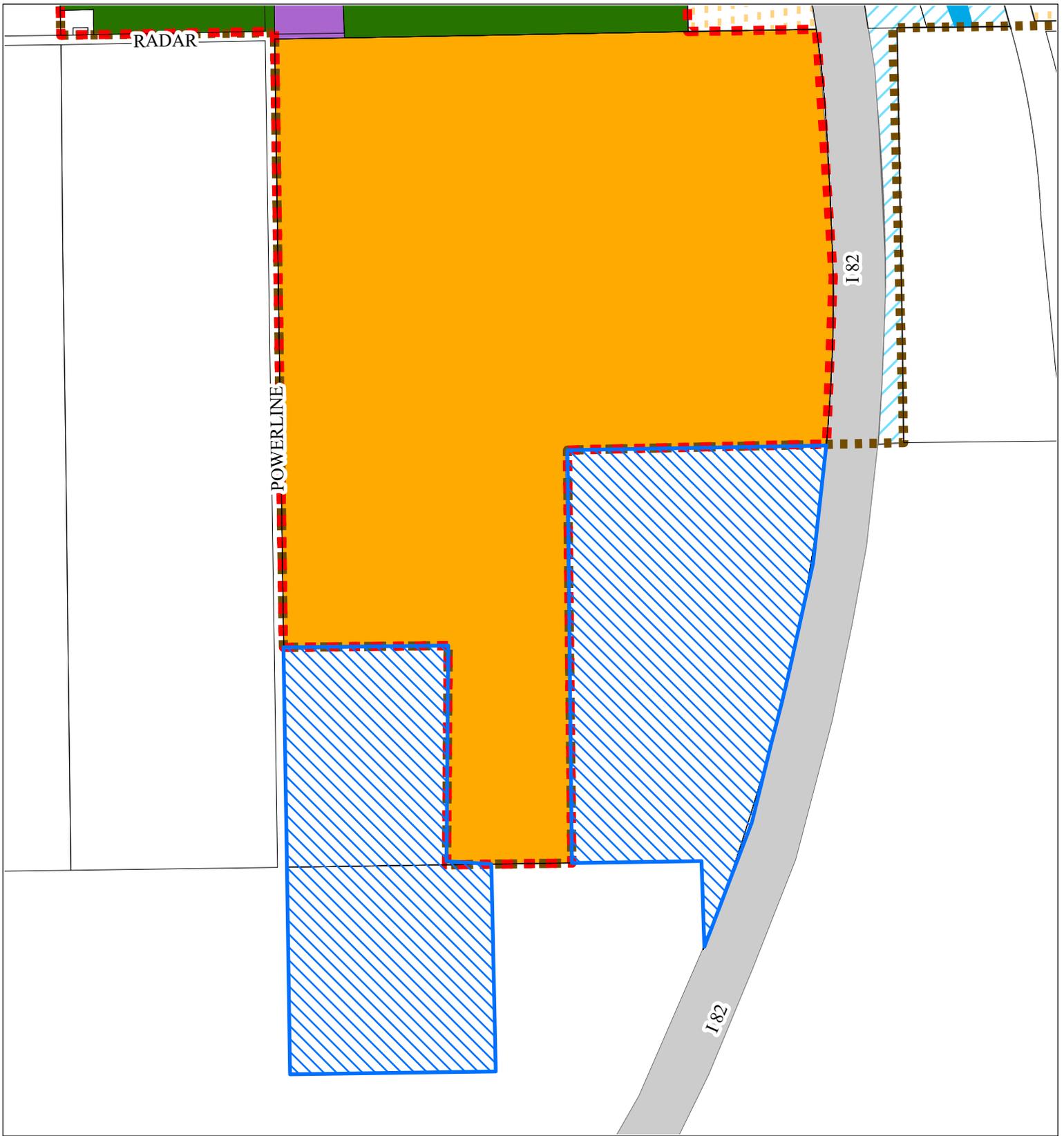
Abstaining Council members: \_\_\_\_\_

And **SIGNED** by the Mayor/Council President this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Mary Dedrick, Mayor

ATTEST:

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



# ORD NO. 850 EXHIBIT A-1

## Legend

- |  |                          |   |                                   |
|--|--------------------------|---|-----------------------------------|
|  | Proposed Industrial Plan |  | R-2, Medium Density Residential   |
|  | Tax Lots (6/2/21)        |  | NC, Neighborhood Commercial       |
|  | City Limits              |  | R-1, Single-Family Residential    |
|  | Urban Growth Boundary    |  | R, Residential Plan               |
|  |                          |  | C, Commercial Plan                |
|  |                          |  | R-O/S, Recreation-Open/Space Plan |



**MAP DISCLAIMER:** No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use.  
Created by Brandon Seitz, on 8/16/2021



# ORD NO. 850 EXHIBIT A-2

## Legend

-  Proposed Industrial Plan
-  Tax Lots (6/2/21)
-  City Limits
-  Urban Growth Boundary



0 250 500 1,000 1,500  
Feet

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**Ordinance No 850**  
**Exhibit B**

The final boundaries of the Properties are legally described as follows:

(Commonly known as Tax Lots 1400 on Assessors Map 5N28C; Tax Accounts # 124632)

**TOWNSHIP 5 NORTH, RANGE 28, E.W.M.**

Section 29: East Half.  
East half of the West Half.  
Excepting therefrom that portion laying Easterly of US I-82.  
Excepting therefrom that portion laying inside Umatilla City Limits.

Excepting from the above described lands any portion laying within the US I-82 and County Road right-of-way.

(Commonly known as Tax Lots 6601 on Assessors Map 5N28C; Tax Accounts # 124660)

**TOWNSHIP 5 NORTH, RANGE 28, E.W.M.**

Section 32: Northeast Quarter of the Northwest Quarter.

Excepting from the above described lands any portion laying within the US I-82 and County Road right-of-way.

CITY OF UMATILLA, OREGON

**AGENDA BILL**

<b>Agenda Title:</b> Adoption of Ordinance No. 850 - An ordinance amending the City of Umatilla's Urban Growth Boundary and Comprehensive and Zoning Map and setting the Comprehensive Plan Map designation and the zoning classification.	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

[Ord No 850.docx](#)

[Ord No 850 Exhibit A.pdf](#)

[Ord No 850 Exhibit B.docx](#)

**Summary Statement:**

The Council approved City of Umatilla Plan Amendment PA-2-20 at their August 2, 2021, council meeting. Ordinance 850 will implement Plan Amendment PA-2-20 amending the Comprehensive Plan Map by expanding the Urban Growth Boundary to include 146.69 acres of land. A link to the Umatilla City Council Report and Decision for Plan Amendment (PA-2-20) is provided below or available at at City Hall during normal business hours.

[Umatilla City Council Report and Decision for Plan Amendment \(PA-2-20\)](#)

Staff recommends a motion to adopt Ordinance No. 850.

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

**ORDINANCE NO. 850**

**AN ORDINANCE AMENDING THE CITY OF UMATILLA'S URBAN GROWTH BOUNDARY AND COMPREHENSIVE AND ZONING MAP AND SETTING THE COMPREHENSIVE PLAN MAP DESIGNATION AND THE ZONING CLASSIFICATION.**

**WHEREAS**, Cleaver Land, LLC, submitted an application requesting approval of an Urban Growth Boundary (UGB) expansion to include 146.69 acres of land; and

**WHEREAS**, the proposed expansion to the UGB would include 146.69 contiguous acres in Umatilla County generally described as follows (the property); and

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Tax Lot 200 on Assessors Map 5N2832 (Tax Account # 124660)

**WHEREAS**, said property, is currently zoned Exclusive Farm Use by Umatilla County, as shown on Exhibit A; and

**WHEREAS**, property to be added to the Umatilla UGB is legally described on Exhibit B attached hereto; and

**WHEREAS**, the Umatilla City Council adopted Ordinance No. 849 amending the City of Umatilla Comprehensive and Zoning Map; and

**WHEREAS**, the Umatilla City Council adopted Ordinance No. 700 amending the City of Umatilla Comprehensive and Zoning Map to change the location of the City's UGB; and

**WHEREAS**, the Umatilla City Council conducted public hearings on July 20, 2021 and August 2, 2021 to consider the Planning Commission's recommendation for Plan Amendment PA-2-20 and adopted the Planning Commission's findings and conclusion as its own in approving the application, as contained in the Umatilla City Council Report and Decision for Plan Amendment PA-2-20; and

**WHEREAS**, the Umatilla County Board of Commissioners considered the amendment for co-adoption and the County Planning Commission's recommendation on August 18, 2021, and adopted Ordinance No. 2021-07 co-adopting City of Umatilla Plan Amendment PA-2-20 an expansion of City of Umatilla UGB.

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

**Section 1. Findings.** The Umatilla City Council does hereby find that the applicant meets the required criterion as addressed in *Umatilla City Council Report and Decision for Plan Amendment PA-2-20*.

**Section 2. Setting the final boundaries.** The final boundaries of the Property hereby included in the City of Umatilla’s UGB:

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Excepting from the above described lands any portion laying within the US I-82 and County Road right-of-way

(Commonly known as Tax Lots 200 on Assessors Map 5N2832; Tax Accounts # 124660)

**TOWNSHIP 5 NORTH, RANGE 28, E.W.M.**

Section 32: Northeast Quarter of the Northwest Quarter.

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**Section 3. Comprehensive Plan and Zoning Map Amendment.** The Comprehensive Plan and Zoning Map designation for the 146.69-acre property, as shown in Exhibit A attached to his Ordinance, is amended to reflect the City of Umatilla’s Industrial Plan Designation (M) and is zoned Light Industrial (M-1) zone.

**Section 4. Severability.** If any provision of this Ordinance is held to be invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable.

**Section 5. Effective date.** The effective date of this ordinance shall be 30 days after its passage by the city council and approval by the mayor, or by the council president in the mayor’s absence.

**PASSED AND ADOPTED** by the City Council this 7<sup>th</sup> day of September, 2021.

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

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

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

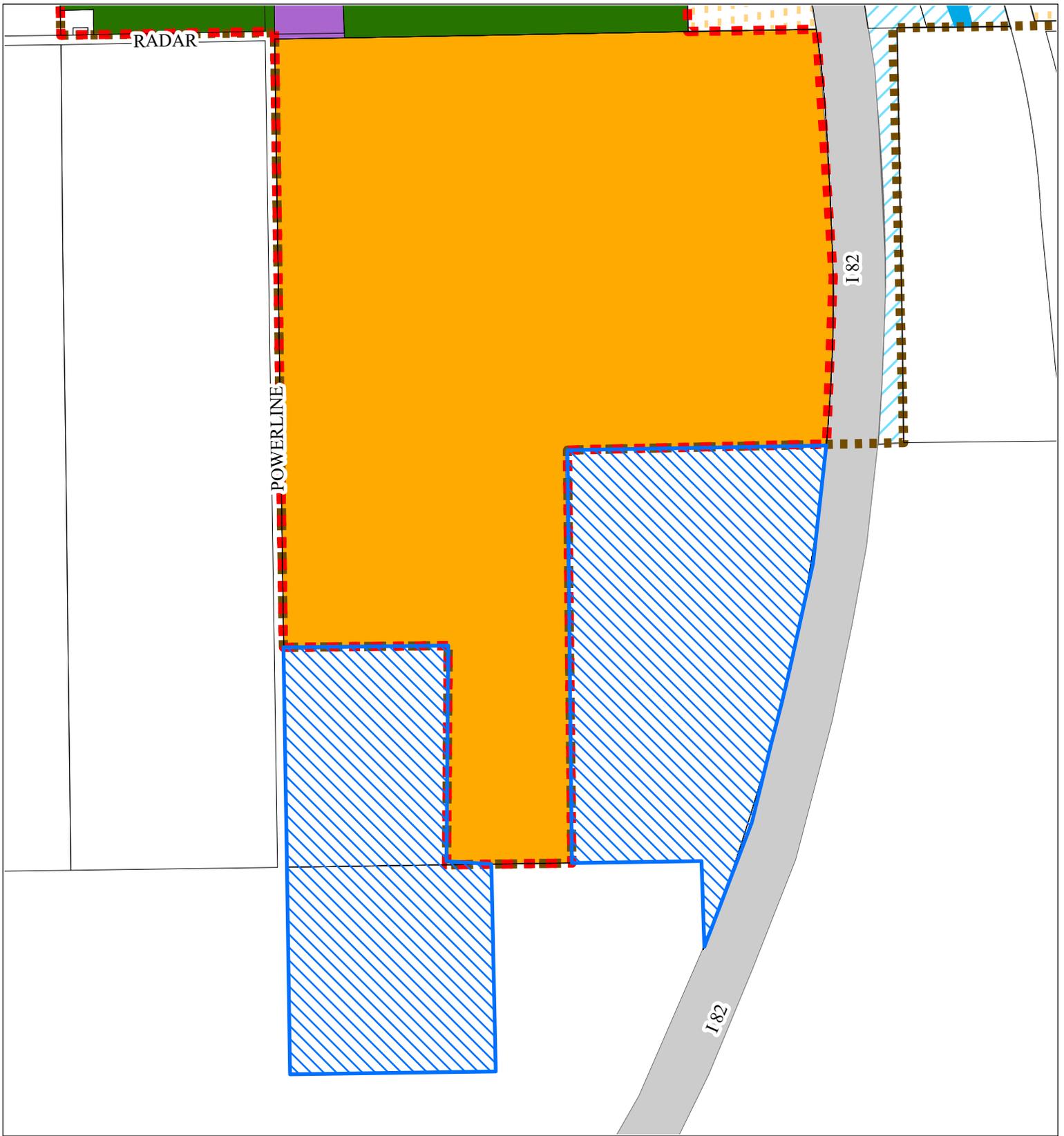
Abstaining Council members: \_\_\_\_\_

And **SIGNED** by the Mayor/Council President this 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Mary Dedrick, Mayor

ATTEST:

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



# ORD NO. 850 EXHIBIT A-1

## Legend

- |  |                          |   |                                   |
|--|--------------------------|---|-----------------------------------|
|  | Proposed Industrial Plan |  | R-2, Medium Density Residential   |
|  | Tax Lots (6/2/21)        |  | NC, Neighborhood Commercial       |
|  | City Limits              |  | R-1, Single-Family Residential    |
|  | Urban Growth Boundary    |  | R, Residential Plan               |
|  |                          |  | C, Commercial Plan                |
|  |                          |  | R-O/S, Recreation-Open/Space Plan |



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Created by Brandon Seitz, on 8/16/2021



# ORD NO. 850 EXHIBIT A-2

## Legend

-  Proposed Industrial Plan
-  Tax Lots (6/2/21)
-  City Limits
-  Urban Growth Boundary



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**Ordinance No 850**  
**Exhibit B**

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(Commonly known as Tax Lots 6601 on Assessors Map 5N28C; Tax Accounts # 124660)

**TOWNSHIP 5 NORTH, RANGE 28, E.W.M.**

Section 32: Northeast Quarter of the Northwest Quarter.

Excepting from the above described lands any portion laying within the US I-82 and County Road right-of-way.

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Kiwanis Falls Project Discussion	<b>Meeting Date:</b> 2021-09-07
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$275,000	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> \$275,000	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 06/15/2021
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**Attachments to Agenda Packet Item:**

[Kiwanis Falls Updated Concept 9.3.21.pdf](#)

**Summary Statement:**

Status Update

The attached updated concept shows the combination of 2 of our previous options into one new updated option. If Council likes the final concept, we can move forward to engineered design with planned construction beginning mid-spring next year.

**Consistent with Council Goals:**

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



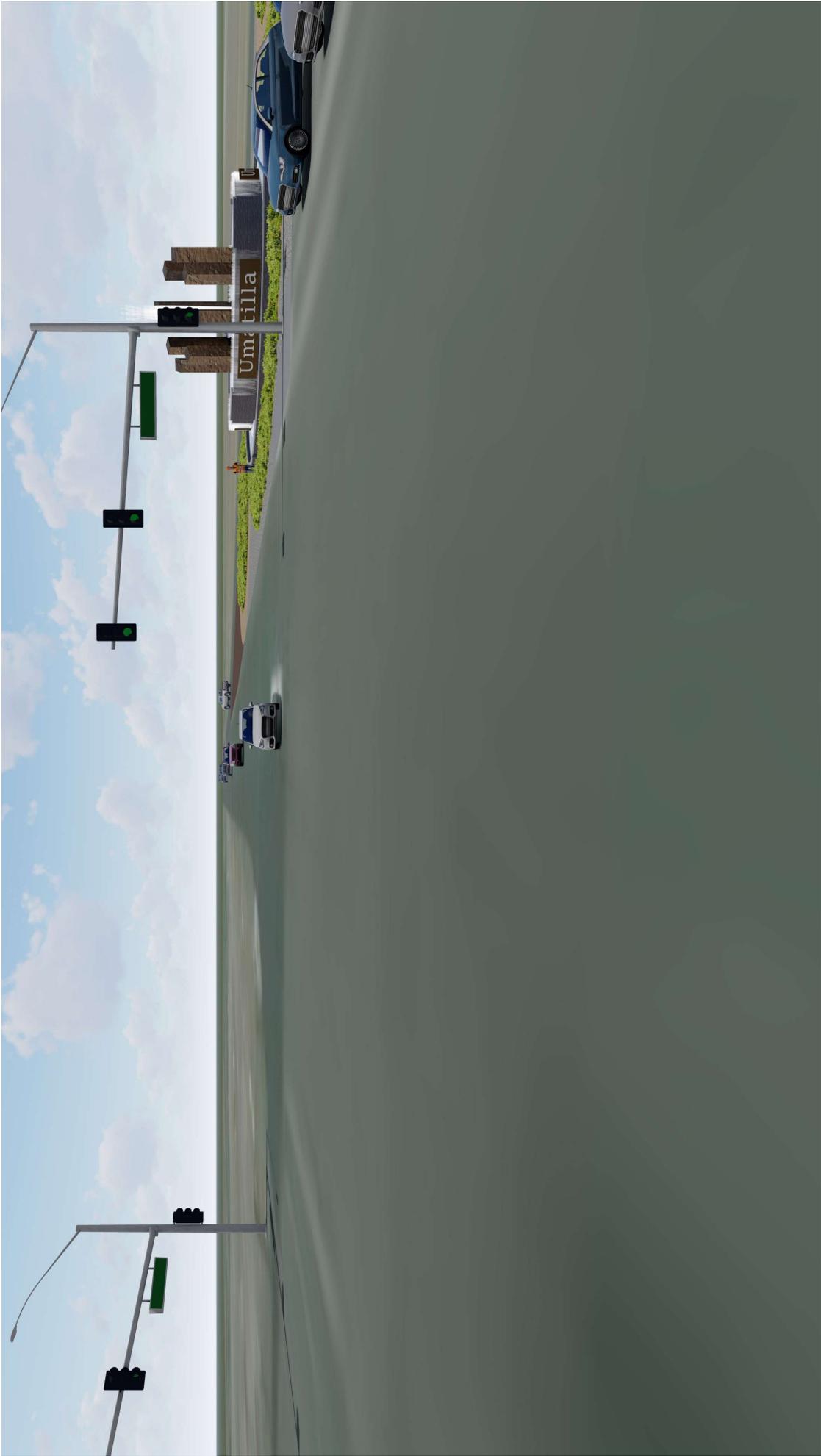
UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT



UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT



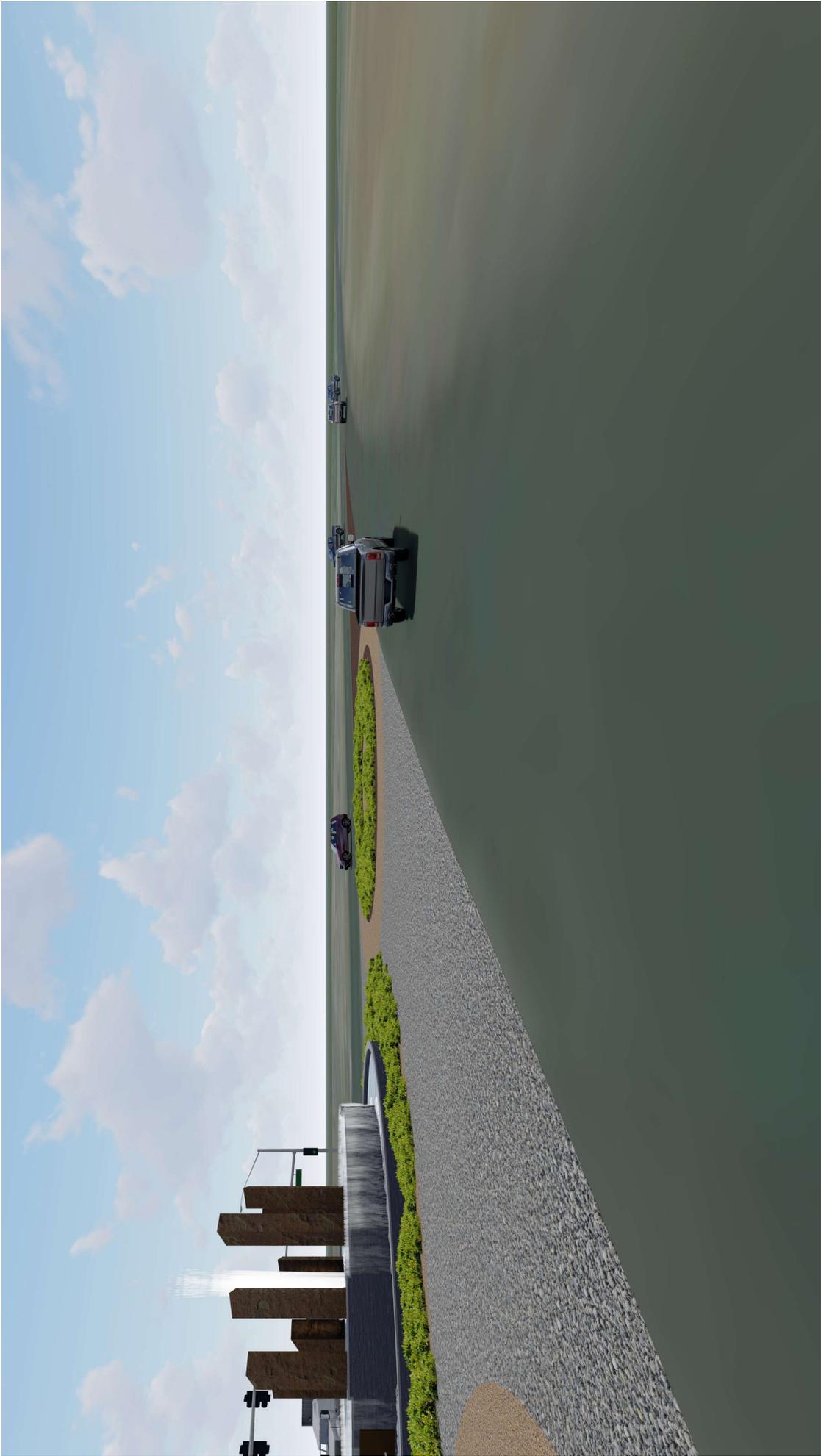
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UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT



UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT



UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT



UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT



UMATILLA, OREGON - ENTRY FEATURE | PREFERRED CONCEPT