

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
MAY 3, 2022
7:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT**
 - 5.1 [Hacienda Community Development Corp - Introduction and continued discussion](#)
Suggested Action: Discussion on partnership opportunities for affordable housing and potential commercial space project in Downtown Umatilla
 - 5.2 [Police Department Quarterly Report](#) *Suggested Action: Discussion only. Click [HERE](#) to view the report.*
 - 5.3 [Community Development Department Quarterly Report - Report can also be viewed \[online\]\(#\).](#)
Suggested Action: None
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 [April Paid Invoices](#) *Suggested Action: Motion to approve*
8. **PUBLIC HEARING**
9. **NEW BUSINESS**
 - 9.1 [Planning Commission Appointment](#) *Suggested Action: Mayor Dedrick has reviewed the received the attached application from Enrique Navarro to serve on the Umatilla Planning Commission and recommends Enrique Navarro for appointment.*
 - 9.2 [Planning Commission Vacancy](#) *Suggested Action: Hilda Martinez has submitted her resignation to the Planning Commission.
Staff recommends acceptance of her resignation and to declare the position vacant.*
 - 9.3 [Library Advisory Committee Appointment](#) *Suggested Action: Mayor Dedrick has reviewed the received the attached application from Isaiah Gonzalez to serve on the Umatilla Library Advisory Committee and recommends appointment.*
 - 9.4 [National Police Week and Peace Officers' Memorial Day](#) *Suggested Action: Discussion.*
 - 9.5 [Lewis Street Vacation SV-1-22](#) *Suggested Action: The applicant in this matter, City of*

Umatilla, seeks approval of a street vacation for an abandoned ROW in the McNary area. The Planning Commission held a public hearing and made a recommendation of approval to City Council at their April 26th, 2022 meeting. A sample motion is provided below.

- I move to approve Lewis Street Vacation SV-1-22 and adopt the staff report as the Council's findings.*
- 9.6 **First Reading of Ordinance No. 855- AN ORDINANCE TO AMEND THE CITY OF UMATILLA COMPREHENSIVE PLAN AND ZONING MAP BY CHANGING THE PLAN DESIGNATION OF SEVEN TAX LOTS TO MEDIUM-DENSITY RESIDENTIAL (R-2).** *Suggested Action: The Council approved Golf Course Rezone Plan Amendment PA-1-22 at their April 5, 2022, council meeting. Ordinance 855 will implement Golf Course Rezone Plan Amendment PA-1-22 amending the Comprehensive Plan and map adding tax lots 200, 300, 400, 500, 600, and 800 on assessors map 5N2814B and tax lot 2600 on Assessors map 5N2811 as zoned Medium-Density Residential . Staff recommends a motion for a first reading by title only of Ordinance No. 855.*
- 9.7 **Adoption of Ordinance No. 855 - AN ORDINANCE TO AMEND THE CITY OF UMATILLA COMPREHENSIVE PLAN AND ZONING MAP BY CHANGING THE PLAN DESIGNATION OF SEVEN TAX LOTS TO MEDIUM-DENSITY RESIDENTIAL (R-2).** *Suggested Action: The Council approved Golf Course Rezone Plan Amendment PA-1-22 at their April 5, 2022, council meeting. Ordinance 855 will implement Golf Course Rezone Plan Amendment PA-1-22 amending the Comprehensive Plan and map adding tax lots 200, 300, 400, 500, 600, and 800 on assessors map 5N2814B and tax lot 2600 on Assessors map 5N2811 as zoned Medium-Density Residential . Staff recommends a motion to approve Ordinance No. 855.*
- 9.8 **First Reading of Ordinance No. 856- AN ORDINANCE AMENDING CHAPTERS 4, 5, 11 AND 12 OF THE CITY OF UMATILLA ZONING ORDINANCE. THE AMENDMENTS LESSEN RESTRICTIONS PLACED ON ALCOHOLIC BEVERAGE DRINKING PLACES, ALLOW FOR MOBILE FOOD VENDORS TO OPERATE 6 DAYS OUT OF 7, RAISE THE BUILDING HEIGHT ALLOWED IN COMMERCIAL AND INDUSTRIAL ZONES, AND ADJUST AND REMOVE OUT OF COMPLIANCE CODE FOR RV PARKS AND ACCESSORY DWELLING UNITS.** *Suggested Action: The Council approved General code update ZC-1-22 at their April 5, 2022, council meeting. Ordinance 856 will implement General code update ZC-1-22 amending Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance . Staff recommends a motion for a first reading by title only of Ordinance No. 856.*
- 9.9 **Adoption of Ordinance No. 856- AN ORDINANCE AMENDING CHAPTERS 4, 5, 11 AND 12 OF THE CITY OF UMATILLA ZONING ORDINANCE. THE AMENDMENTS LESSEN RESTRICTIONS PLACED ON ALCOHOLIC BEVERAGE DRINKING PLACES, ALLOW FOR MOBILE FOOD VENDORS TO OPERATE 6 DAYS OUT OF 7, RAISE THE BUILDING HEIGHT ALLOWED IN COMMERCIAL AND INDUSTRIAL ZONES, AND ADJUST AND REMOVE OUT OF COMPLIANCE CODE FOR RV PARKS AND ACCESSORY DWELLING UNITS.** *Suggested Action: The Council approved General code update ZC-1-22 at their April 5, 2022, council meeting. Ordinance 856 will implement General code update ZC-1-22 amending Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance . Staff recommends a motion to approve Ordinance No. 856.*
- 9.10 **Resolution No. 29-2022 - A resolution authorizing City Manager Stockdale to sign the bargaining agreement between the City of Umatilla and Teamsters Local 670** *Suggested Action: Motion to approve Resolution No. 29-2022*

Representatives of the City and Teamsters Local 670 have met in good faith and negotiated the attached labor agreement. It is a three year agreement, effective May 3, 2022 - June 30,

2025.

- 9.11 Resolution No. 30-2022 - A resolution authorizing City Manager Stockdale to sign an intergovernmental agreement and associated amendment with the Umatilla County Special Library District for library services *Suggested Action: Motion to approve Resolution No. 30-2022*
- 9.12 Resolution No. 31-2022 - A resolution authorizing the Community Development Director to sign a commercial real estate sale agreement and sign and record a deed for the sale of real property *Suggested Action: Staff recommends approval of Resolution No. 31-2022*

10. **PUBLIC COMMENT**

11. **DISCUSSION ITEMS**

12. **MAYOR'S MESSAGE**

13. **COUNCIL INFORMATION & DISCUSSION**

14. **ADJOURN TO EXECUTIVE SESSION**

15. **EXECUTIVE SESSION**

- 15.1 Potential Litigation - ORS 192.660(2)(h) Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation. *Suggested Action: Discussion*

16. **RECONVENE**

- 17. **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.

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Hacienda Community Development Corp - Introduction and continued discussion	Meeting Date: 2022-05-03
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

Summary Statement: Discussion on partnership opportunities for affordable housing and potential commercial space project in Downtown Umatilla

Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Police Department Quarterly Report	Meeting Date: 2022-05-03
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Department: Police	Director: Darla Huxel	Contact Person: Darla Huxel	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

[Police_Dept_3rd_Quarter_FY21-22.pdf](#)

Summary Statement: Discussion only. Click HERE to view the report.
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Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

POLICE DEPARTMENT QUARTERLY REPORT

Third Quarter, Fiscal Year 2021-2022
January 1, 2022 - March 31, 2022

Greetings,

Welcome to the new year! It has been a busy third quarter for the Umatilla Police Department. Our activity numbers continue to increase.

During this quarter, we had one of our officers leave to work for the Oregon State Police. Officer Cotter Butler had worked for us from September, 2019 and was one of our more active officers. We wish him well in his new endeavors and will welcome an old face to replace him, Officer Ivan Dike. Officer Dike will start on April 1 and will bring his experience and knowledge back to our department. Officer Dike previously worked for us, resigned to move to the mid-west and has returned to his Oregon roots.

Our department also finalized our second re-accreditation evaluation. This would have not been possible without the dedication and hard work of our part-time office clerk, Krysta Marlow. She not only had to assimilate all of the necessary documentation to prove that we are performing within and by policy, she had to totally digitize the process. Staff members acknowledged her hard work by naming her Employee of the Year for 2021.

Our officers are out making contacts with people in the community at all levels. You will see us out patrolling and at different events throughout the community. Take advantage of meeting the officers and sharing information if you so desire.

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

Darla Huxel
Chief of Police
Huxel@umatilla-city.org

Umatilla Police Department Activity Summary

Patrol

During the third quarter of FY21/22, calls for service/self-initiated activity decreased to 2136 calls from 2456 during the third quarter of FY20/21.

The average response time during this quarter decreased compared to last years third quarter time. The average time per incident showed a slight increase from last years third quarter time.

	<u>FY21/22</u>	<u>FY20/21</u>
Total Dispatched Incidents	2136	2456
Average Response Time	7:19	7:34
Average Time per incident	43:47	42:00

Staff Meetings

During the third quarter of FY21/22, regular staff meetings and Supervisor meetings were conducted on January 3, February 7, and March 9 th.

Training

This quarter included first aid/CPR/AED training for all staff. The total training hours during this quarter for all UPD department personnel was approximately 139 hours. This number does not reflect different policy refresher training that is included in our monthly staff meetings. Topics during staff meetings include areas such as high risk/low frequency issues, mandated annual topics such as harassment in the workplace and case reviews or debriefing of officer involved incidents.

Third quarter FY21/22 training included:

- First Aid/CPR/AED = 68 hours training
- Use of Force = 29 hours training
- Defensive Tactics Instructor Certification = 24 hours training
- Leadership = 8 hours training

Reserve Officers

At the beginning of the year, the Sergeants were tasked with developing a basic academy for Reserve Officers. The process of bringing on additional Reserve Officers was put on hold until the academy training is put in place. Currently, there is one vacancy with anticipation of activating the application process in April or May to fill that spot. We currently have two Reserve Officers on a leave of absence, one in background check and one is pending training. The testing and checks for Reserve Officers are the same used for hiring any full time officer.

School Resource Officer Activities

- January Events – SRO Wilson did 12 presentations at the High School on Alcohol abuse and texting and driving. He arranged for the crash cars to be at the schools and provided some fun events associated with the presentations. Officer Wilson gave 22 warnings near McNary Elementary to students and adults for not using the crosswalks. There were three criminal cases that Officer Wilson handled at the schools and two school related traffic citations issued.
- February Events – SRO Wilson did 12 presentations at the High School on the dangers of Vaping and two presentations on women and men in law enforcement as a career. There were three criminal cases that were handled by Officer Wilson. He gave 14 warnings to students and parents not using the crosswalk and issued one citation for speeding in a school zone. Officer Wilson also participated in eight home visits with the elementary Vice-Principal.
- March Events – SRO Wilson did seven presentations at the Middle School on the dangers of Vaping. There were three criminal cases handled by the SRO.

SRO Officer Wilson attended at least one ATM meeting per month. These meetings are held with school administrative staff and provides an opportunity to exchange information on school related issues.

Juvenile Activity

During the third quarter of FY21/22, calls involving juveniles increased from third quarter FY20/21 from nine to 33. Cases/incidents involving juveniles include all juvenile complaints/contacts, runaways and minor in possession of alcohol or tobacco. Some of these cases/incidents are referred to our Community Accountability Board which generally will see cases/incidents for first time offenders of violations or misdemeanor classed crimes. With new legislation passed this quarter, the juvenile numbers will be affected in the future. Cases involving MIP tobacco/vaping and failing to supervise associated with truancy will not be included in future reports. There were eight referrals to the CAB and five referrals to the Community Truancy Board during the third quarter of FY21/22.

Sex Crimes/Registrations

- There were a total of eight sex crimes/sex offender registrations reported this quarter showing an increase from the three in third quarter FY 20/21. Starting in April, new reporting requirements may affect our ability to do sex offender registrations.

Traffic Infractions

- During the third quarter of FY21/22, we conducted 727 self-initiated traffic stops/traffic complaints. As a result, 261 traffic citations were issued, which resulted in a traffic infraction citation being issued approximately 35% of the time. This figure includes both criminal and non-criminal traffic infractions.
- There were no special enforcement operations during this quarter.

Traffic Citations

During the third quarter of FY21/22, there were 261 traffic citations issued and 466 warnings given compared to 361 citations issued and 552 warnings given in the third quarter of FY20/21. Offenses that are tracked include:

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

Traffic Crashes – Third quarter of FY21/22 indicates a increase from third quarter of FY20/21 from 16 to 18.

Person Crimes/Incidents - Third Quarter Comparisons.

FY21/22	FY20/21
84	53

Property Crimes/Incidents - Third Quarter Comparisons.

FY21/22	FY20/21
115	108

Arrests - Third Quarter comparisons.

FY21/22	FY20/21
88	77

Other Notable Items of Interest

Office Administrator workload – In addition to the daily dispatching duties, our office personnel completed 91 records requests. These requests can be complicated and time consuming to complete. Statutorily, we are required to acknowledge requests and complete requests withing certain time constraints. This means that record requests are at a higher priority than other tasks that involve our Office Administrator.

Using our automated fingerprint system, we completed 22 fingerprint requests from the public this quarter. Although we have not been able to reduce the actual time for collecting the fingerprints, it has streamlined the process and greatly reduced the submission times by providing an electronic alternative.

Mental health – Officers continue to have contact with persons who are having mental health issues or are in crisis. Our FY21/22 number for calls dealing with mental/suicidal subjects have decreased from FY20/21 third quarter from 11 to seven. Community Counseling Solutions has been a positive change. We will continue to work with them in providing the best possible outcomes for those who are experiencing a mental health crisis.

Summary of Offenses

A review of the offenses from this third quarter compared to last third quarter shows an overall increase in activity except in abuse, burglary, fraud/forgery and UUMV/UEMV cases.

Property crimes saw an overall increase this quarter compared to FY 20/21 third quarter from 108 to 115. We generally saw increases in the majority of categories in property related crimes except trespassing. The largest increase was in DUI's with 15 calls.

Person crimes saw an overall increase this quarter compared to FY 20/21 third quarter from 53 to 84. The largest increases were in domestic disturbance/violation of restraining orders and harassment/stalking complaints.

Overall arrests increased this FY 21/22 quarter from 77 to 88 compared to FY 20/21.

Snapshot All Offenses Q2 FY21/22		Snapshot All Offenses Q2 FY 20/21	
Offense	Amount	Offense	Amount
Abuse	9	Abuse	6
Assaults	1	Assaults	8
Burglary	8	Burglary	7
Criminal Mischief	15	Criminal Mischief	12
Domestic Disturbance/VRO	46	Domestic Disturbance/VRO	26
Drug Activity	6	Drug Activity	6
DUII	15	DUII	10
Fraud/Forgery	8	Fraud/Forgery	7
Harassment/Stalking	27	Harassment/Stalking	13
Kidnapping	0	Kidnapping	0
Menancing	1	Menancing	0
Robbery	0	Robbery	0
Thefts	27	Thefts	25
Trespassing	27	Trespassing	30
UUMV/UEMV	9	UUMV/UEMV	11
Warrants	16	Warrants	31
Total	215	Total	192
Assists	97	Assists	87
Person Crimes		Property Crimes	

Use of Force Review Committee

The Use of Force Review Committee was established in January 2021. The role of the committee is to review the use of force incidents that the police department is involved with on a quarterly basis. This not only provides transparency but will also allow an outside view of the police department policies and practices and how they are applied. The committee is comprised of the Mayor, two City Council members (Police Committee), the City Manager, the police Lieutenant and two citizen volunteers.

In this last quarter, UPD had a total of four use of force incidents for the months of January, February and March. Three events occurred in February and one in March. The February incidents included a control hold on a person who was in a mental crisis and the other two were the result of pointing a firearm at the conclusion of vehicle pursuits. The March incident was a result of a person resisting a warrant arrest and had to be restrained with leg restraints as well as handcuffs.

Included in the report to the committee, UPD personnel were involved with a total of 53 hours of training in just use of force. Additionally, there were 24 hours of Defensive Tactics Instructor training.

Code Enforcement - Property



In this last quarter, we responded to 45 property calls with the majority involving weeds and/or overgrown vegetation. With spring upon us, weeds will be rapidly growing. We ask that you please maintain your property by keeping the weeds mowed.

The City has numerous opportunities to assist in cleanup efforts during the year and strongly encourages people to take advantage of those events. The City will be sponsoring one of those cleanups on April 9th, which will allow people to bring their items to a dumpster located at the Public Works area for free! Hopefully, people will take advantage of this opportunity and continue to use these type of events in the future.

Code Enforcement - Animals



In this last quarter, we responded to 91 animal related calls, the majority of which involved dogs running at large or excessive barking.

If you hadn't noticed, we have the advantage of having numerous other wildlife visitors in our community. Please keep in mind that these animals (as cute as they are) belong in the wild so please don't disturb the babies!

Code Enforcement - Vehicles



In this last quarter, we responded to 48 vehicle calls with the majority involving parking complaints.

With spring in the air, people will be taking advantage of the weather by getting out their bikes, skateboards and scooters. As a reminder, it is illegal to ride and/or skate on the sidewalks in the downtown area. The street improvements provide ample room to accommodate these modes of transportation and greatly reduce damage to the concrete.

2021 Employee of the Year



Employee of the Year 2021

Krysta Marlow has been a part time employee with the Umatilla Police Department since November, 2019. No stranger to law enforcement, she previously was a dispatcher for the Hermiston Police Department. She is currently employed full time with the Hermiston School District with a focus on bi-lingual education.

Last year her two main tasks were to help with the Community Accountability Board and to manage the department accreditation process. She spent numerous hours preparing for the successful re-accreditation evaluation.

We also relied on her previous dispatching skills assisting with dispatching duties for our agency while county dispatch was in a heavy training mode with their dispatchers.

Department personnel recognized her contributions that were made last year and selected her as Employee of the Year for 2021.

Congratulations Krysta!

2021 Volunteer of the Year



Volunteer of the Year 2021

Chaplain Peggy Oneal has been our department Chaplain since June, 2019. All of her time spent in that role is volunteered.

Chaplain Oneal has been a Umatillian for many years and recently retired from the Port of Morrow. Her calling as a Chaplain came as a volunteer at Two Rivers Correctional Institution for many years up until COVID when the program had to be suspended.

I was happy to sponsor her attendance at training so that she could complete her Oregon Chaplains Academy in October, 2019. Since that time, she has been a regular attendee at our monthly staff meetings and rides with several of our officers on regular patrol.

I appreciate her dedication to our department and to the community. When asked to assist with those difficult calls, she is willing to help without hesitation.

Congratulations Chaplain Oneal!

2022 Umatilla Police Department Re-accreditation



OAA Re-Accreditation #2

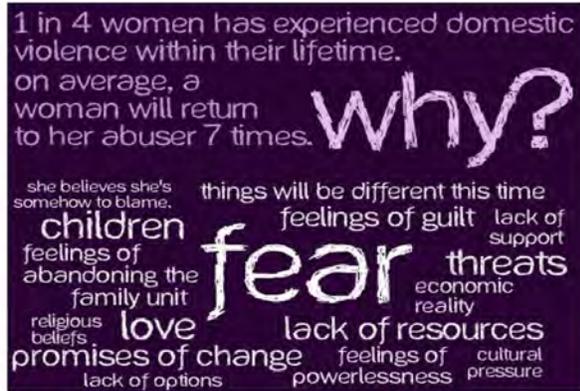
Effective January 12, 2022, our department was officially awarded our second re-accreditation from the Oregon Accreditation Alliance. This certification is awarded for a three year time period.

During this re-accreditation period, all of the information and documentation had to be digitized and uploaded into a program provided through PowerDMS. Krysta Marlow was tasked with completing this daunting job and was successful in completion well ahead of schedule.

The accreditation process requires that our policies, procedures and practices are reviewed from an outside source for compliance. Once the review is complete by the OAA, the approval must then be ratified by the Oregon Association Chiefs of Police before the accreditation can be awarded.

Without the diligence of Krysta, this process would not have been as smooth as a transition. I cannot thank Krysta enough for all of her hard work on this project.

Domestic Violence Awareness



Domestic Violence Awareness Event

If you have been following our department quarterly and annual reports, you will see that our community is consistently seeing high number of domestic violence and stalking violation incidents. One of our department goals for this year is to take steps to increase awareness and work toward reducing the numbers by 15%. As mentioned in my annual report, in the last three years we have seen a steady increase in DV incidents from 93 in 2019 to 132 in 2021.

We are happy to work with our local Domestic Violence Services to promote and encourage everyone to participate in their 8th annual "In Her Shoes" awareness event on April 30, 2022 at Good Shepherd Health Care System in Hermiston. This event essentially addresses the issues that victims of domestic violence may encounter from the medical, law enforcement, judicial and recovery side of reporting and how to navigate to successful outcomes.

Domestic Violence Services have served Umatilla and Morrow counties since 1977. If you or someone you know are involved in a domestic violence situation please call the help line at:

1-800-833-1161

For more information on Domestic Violence Services visit their website at:

www.dvs-or.org/our-services

Life-saving Recognition



Lifesaving Hands

The Umatilla Police Department personnel are required to have current First Aide/CPR/AED training and certification. During the course of our activities, we are called upon to perform these life-saving measures on members of our community. We have had two recent incidents in which Officer's literally performed CPR on unresponsive people and were successful in bringing life back into that person.

On 12/16/2021, Officer Skillman performed CPR on a non-responsive male subject as a result of a drug overdose. Her actions enabled responding medics to administer additional medical treatment to resuscitate the victim.

Pictured above are the hands of Officer Hernandez performing CPR on a person. On 04/01/2022, Officer Hernandez performed CPR on a non-responsive male subject as a result of a drug overdose. His actions enabled responding medics to administer additional medical treatment to resuscitate the victim.

Repeat, repeat, repeat... Yes, there is starting to be a pattern!

Events like these are very intense and have a high impact on those who are involved including the officers. This scenario is not only occurring in Umatilla but throughout our region and the state. The passage of Ballot Measure 110 did not help this situation - the bill that de-criminalized drug crimes for possessing smaller, user amounts making it a mere violation. The promise with that legislation was that more treatment options would become available - those options have not come to fruition.

UPD Employee Highlight

Sgt. Bill Wright has been with the department since November, 1992. He is currently assigned to oversee patrol activities, major crime investigations and our recently enacted drone program. One look into his office and you can see his love of aviation and flight.

Over the years, Sgt. Wright has been involved with numerous programs and activities at the department. As the most senior employee of the department, his knowledge of the area and the people is unmeasurable. He has established a rapport with the community he proudly serves and possess historical knowledge that is valuable to all members of the department.

Sgt. Wright has a passion for the mental health of our community and the members of our department and regularly participates and leads training in mental health for our department. He is well respected among his fellow C.I.T. (Critical Incident Team) colleagues and is instrumental in providing ongoing training in the region.

Sgt. Wright and his wife enjoy country living and the many activities that their mini ranch provides especially raising dogs and horses.



Umatilla Police Officers' Association Activities

The Umatilla Police Officers' Association continues to be actively involved in events, sponsorships and activities. During this quarter their involvement included:

- Scholarship award to Kalei Blair
- Donation to Irrigon Knight's Booster Club
- Donation to Kennedy family for new baby
- Donation to Umatilla Viking Booster Club
- Donation to the Tassie Memorial Fund



As a reminder, the UPOA's annual golf tournament is coming up. It will mark the 10th year of the event and the theme this year is "The hunt fore a good time!" so grab your camo and come out for a good time June 11th at Big River Golf Course. For more information, contact Kylie at the Umatilla Police Department or email her at Kylie@umatilla-city.org.



POLICE DEPARTMENT QUARTERLY REPORT

www.umatilla-city.org

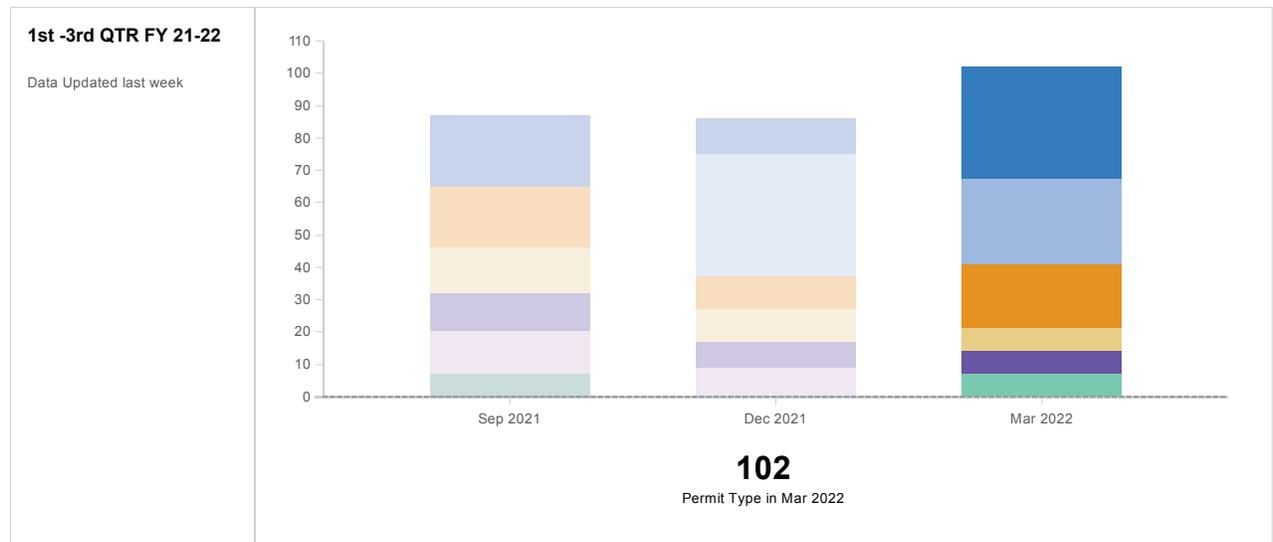
COMMUNITY DEVELOPMENT QUARTERLY REPORT

1st - 3rd Qtr, Fiscal Year 2021-2022
Quarter Ended March 31, 2022

I'm pleased to present the Community Development Quarterly report for your review. Community Development includes Planning, Building, Economic Development and Parks & Recreation. This report is intended to provide a general update on current project and highlight events, programming and private development.

Brandon Seitz
Community Development Director

Building Division



Planning Division Applications			
Type of Application	Quarter FY 2021-2022		
	1 st	2 nd	3 rd
Site Plan Review	1	8	
Partition		3	1
Replat		2	1
Subdivision		2	
Plan Amendments	1		1
Zoning Permit	2	4	3
Extension of time	2	1	
Conditional Use		2	
LUCS	6	2	1
Zone Change			1
Property Line Adjustment		3	
Street Vacation		2	1
Total	12	29	9

Planning Division

The planning department and Planning Commission continue to be very busy. As is typically we saw a large increase in permit activity in the 2nd quarter as developers obtain permits for construction projects the following year.



Ballard Subdivision

Phase 1 of the Ballard Subdivision (66- lots) construction is ongoing.

Vandelay Meadow's

The first phase of Vandelay Meadows (26 lots) has been completed and Phase 2 was approved by Planning Commission in June for 49 additional lots.



Riverwood Estates

Riverwood Estates (20 lots) is nearing completion with homes started on most lots.

Sunrise Estates

Phase 1 (27 lots) is underconstruction and street improvement are nearly complete for Phase 2 (57 lots). First townhouse style development in recent years.



Economic Development

DOWNTOWN REVITALIZATION GRANT



Downtown Revitalization Grant program is available to commercial and mixed-use building in the Downtown District. The City has set aside funds to provide up to \$26,500 annual match for eligible improvements.

Applications are accepted twice a year.

For the second round staff presented to Council there were two applicants:

- AFNW Service requesting maximum grant match of \$26,500.00
- Speed Wash requesting maximum grant match of \$15,988.50

Both applicants were approved for maximum grant match.

LOCAL BUSINESS GRANT



The Local Business Grant was created this year to assist business tenants or property owners bring business to Umatilla within City limits. City has set aside \$225,000 a year starting Fiscal Year 2021-2022.

The maximum grant amount is \$27,500. Target projects are those that will add considerable new assessed value. Grant applications will be accepted year-round on a quarterly basis. Approved projects must be completed within one year of formal approval, unless otherwise agreed to in writing.

There were no applicants for the second quarter.

For the third quarter city presented to Council seven applicant:

- 541 Wheels requested grant match of \$618.75
- Acapulco Mexican Food requested grant match of \$18,270.68
- J & A Group requested maximum grant match of \$27,500.00
- KooKee DBA Maple Moose requested maximum grant match of \$27,500.00
- LiteEm Up BBQ requested grant match of \$25,304.03
- Speed Wash requested maximum grant match of \$27,500.00
- Umatilla Chamber of Commerce requested grant match of \$2,865.00

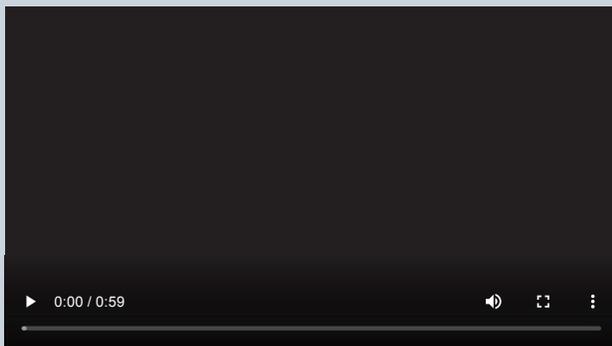
All applicants were awarded grants requested.

Parks & Recreation Division

The parks and recreation division has been very busy this year helping develop several new events and recreational programming. We hope to build off the success and excitement around these new events and programs to be back even better next year. I have highlighted several of the large events below but there were also smaller or reoccurring events that CDD staff lead or assisting other departments in operating.



Purchases



Artificial Skating Rink

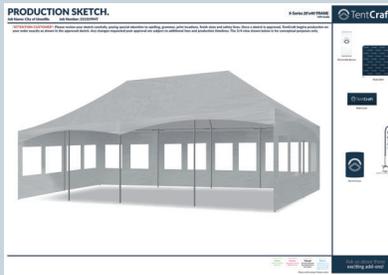
The Umatilla Ice Rink is an outdoor, eco-friendly synthetic ice skating rink by Glice. The rink is made from heat-pressed polymers rather than ice, so water and electricity are not required for operation. The materials used in the rink are made using 100% recyclable materials, making it the greenest option possible for winter fun. It's added holiday fun without added impact to the environment. Because it's synthetic ice that acts like real ice, visitors can ice skate any time of year, regardless of the temperature.

Festival Stage



The city has purchased this 40 x 24 festival stage for all of our future festival and recreation needs. The purchase order was placed in October. City hopes to have possession of the stage by June 2022.

Tent



The city has purchased this 20 x 40 party tent for our recreational needs. During the open skating rink nights, this tent kept the heat in and the patrons dry and warm.

Portable Restroom

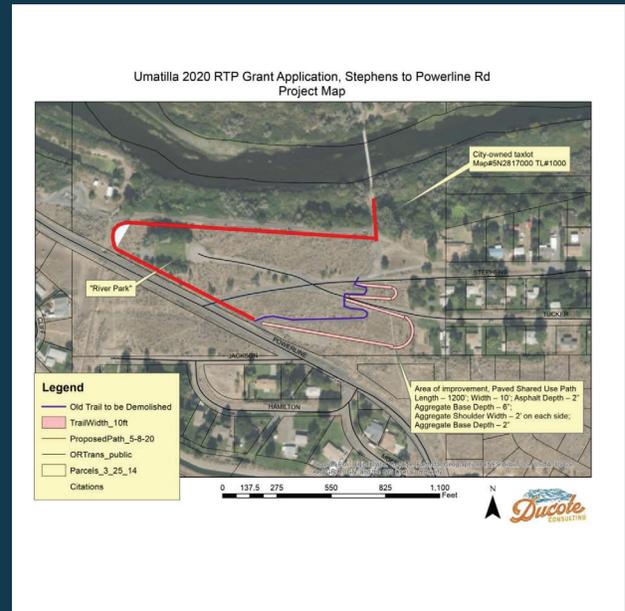


The city purchased this ADA Restroom trailer + 2 Station unit. This restroom provided access to not only the winterfest, but the open skate nights for December, January and February.

Recreational Planning and Grants

Regional Trail Plan

Community Development Department applied for a grant for the regional trail system. City of Umatilla RTP Grant application will include design and construction of a section of path that will connect the South Hill region to the downtown area. The paved path highlighted in red will be 10 ft wide, with a 2 ft gravel shoulder on each side, approximately 1,000 ft in length and ADA-compliant. The project will also include demolishing and removing the existing substandard asphalt path. The new path will be designed to meet bicycle and pedestrian design standards including ADA requirements. **The City received notice to proceed from the Oregon Parks and Recreation Department, project is scheduled to be completed by January 31, 2024.**





Travel Oregon

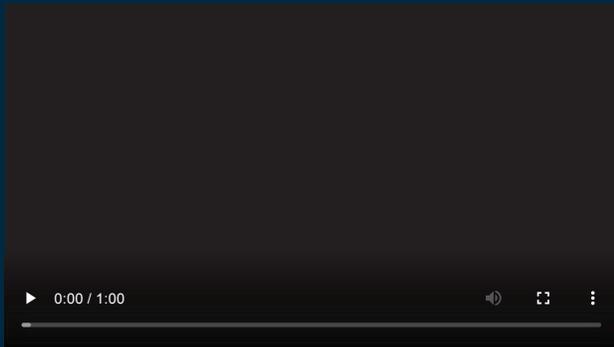
Competitive & Recovery Grant

The Oregon Tourism Commission, dba Travel Oregon has offered a Competitive & Recovery Grant Program to support economic recovery by investing in projects that enhance and expand the visitor experience and prepare communities and visitors for COVID-19 safe travel. Travel Oregon received more than 400 applications with a request greater than \$18 million. Fortunately City of Umatilla was granted the request for funding. City will be using funds to demolish and add a new restroom at Nugent Park. Total cost of the project \$224,989.00. The restroom was completed December 2021.



Tree City USA

City submitted application to be recognized as a Tree City on December 2021. In January 2022 city was confirmed to be recognized as a Tree City USA for our fourth year in a row.



Land and Water Conservation Fund Grant

The Land and Water Conservation Fund (LWCF) is a Federally funded grant program administrated by the Oregon Parks and Recreation Department. The city applied for fund for the development of Nugent Park.

The project will replace existing playground and shelter equipment with new accessible equipment, a large group shelter, sidewalk and restriping and resurfacing of parking area accessible for people of all abilities. Department submitted grant in December 2021. The committees first review was set for February 2022. In February 2022, the Oregon Parks and Recreation Committee recommended the project for funding to the state. After the state reviews the project and if recommended for funding it will then be forwarded to the National Parks Service for approval. City anticipates to receive news regarding this project by late spring 2022.

Recreation Activities

Family Fun Day



Free Family Fun Day at the Marina Park. Families enjoyed free games, inflatables and food.

Water Palooza



First annual Water Palooza. Families enjoyed free water slide, water balloon, slip n' slide and free food on this hot summer day.

National Night Out

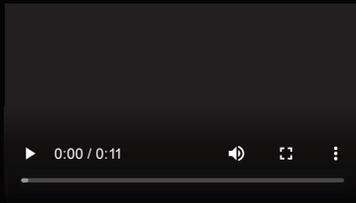


National Night Out. Families came out to show appreciation to our first responders. Free COVID vaccines were given out at the event.

Halloween on Sixth Street



WinterFest 2021



Winter Camp



This three day Winter camp was held at the community center were Hannah had a fun trip planned daily for kids along with a craft activity daily.

Polar Plunge



Polar Plunge was held at the Marina beach in efforts to raise funds for coats for kids. The City partnered with Umatilla-Morrow Head Start for this event and together we raised funds for 25 coats. Five brave souls are pictured here taking the plunge in early January.

Mommy & Me Skate Night



Our first ever Mommy & Me night was hosted at Village Square Park. Kiddos and their Mother enjoyed free pastries and hot drinks while creating a craft and enjoying skating.

Winter Art Classes



Youth art classes were offered at the Community Center were teens can fine tune their artisitic abilities.

Sweetheart Skate Night



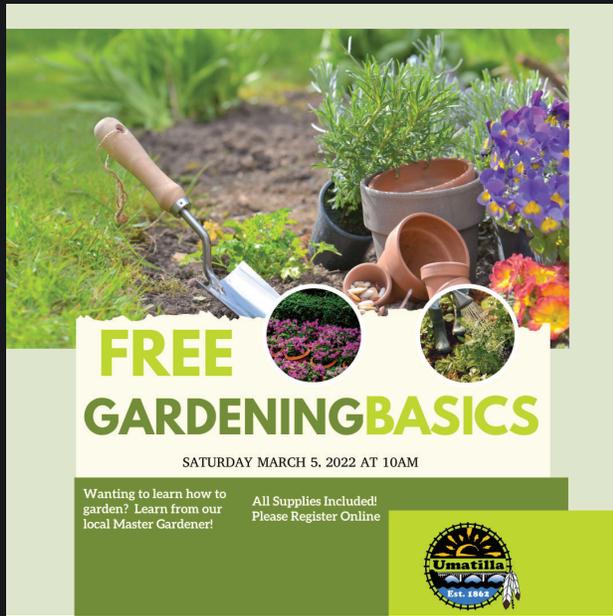
First ever Sweetheart's Skate Night. This skate night was hosted on Valentine's Day were couples could enjoy some romantic tunes, skating, photo favor and a chocolate gift basket.

Daddy & Me Cooking



First ever Daddy & Me Cook Night. This event was held at the Community Center were fathers enjoyed a night out cooking rice bowls with their kids.

Gardening 101



This free gardening class was hosted at City Hall for the aspiring future gardener to learn basics on gardening.

Spring Break Camp



This four day Spring Camp was hosted at the Community Center. Kids enjoyed daily field trips to the police station, fire department, library and park.

Department Trainings Attended

Planning Division



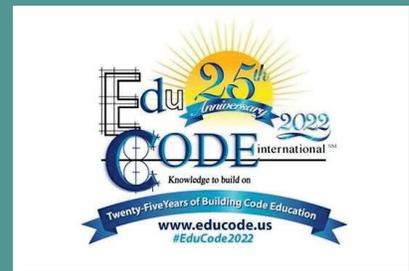
Our Senior Planner, Jacob Foutz, attended the UAV Expo in Las Vegas, NV. Jacob attending the expo to learn more on how to use drones for surveying and mapping.

Parks & Recreation Division



Community Development Director, Brandon Seitz, Development & Recreation Manager, Esmeralda Perches, and Parks Lead, Chris Foreman all attended the National Recreation and Parks Association Conference in Nashville, TN. The group attended the conference to connect with vendors for both parks and recreation needs. The main topic of this years conference was inclusion and equity. The group learned many skills to help grow and be successful in recreation.

Building Department



Building Inspector, John Rodriguez and Permit Tech, Marisela Morales attended the EduCode in Las Vegas, NV. John attended training for updated codes and Marisela attended the Permit Technician school to in hopes to soon become certified.



COMMUNITY DEVELOPMENT DEPARTMENT QUARTERLY REPORT

www.umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: April Paid Invoices	Meeting Date: 2022-05-03
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

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

[April 2022 Paid Invoices.pdf](#)

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

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Promotions-Dispatcher Week	03/24/22	270.29	48605	04/06/22
2217.03.24.2			911 Supply-Uniforms	03/24/22	163.98	48605	04/06/22
2217.03.24.2			911 Supply Uniforms	03/24/22	100.96	48605	04/06/22
2217.03.24.2			911 Supply Uniforms	03/24/22	321.91	48605	04/06/22
2970.03.24.2			Recreation Advertising	03/24/22	45.00	48698	04/14/22
2970.03.24.2			Photoshop	03/24/22	41.98	48698	04/14/22
2970.03.24.2			ICC Conf. Baggage Fee-Morales	03/24/22	60.00	48698	04/14/22
2970.03.24.2			Code Books	03/24/22	63.90	48698	04/14/22
2970.03.24.2			Field Benches	03/24/22	1,570.12	48698	04/14/22
2970.03.24.2			Bat Holders-Nugent Park	03/24/22	38.90	48698	04/14/22
2970.03.24.2			Parks Luncheon	03/24/22	24.09	48698	04/14/22
2970.03.24.2			Recreation Programming	03/24/22	1,813.00	48698	04/14/22
3132.03.24.2			Shipping Solutions-Meters	03/24/22	577.68	48698	04/14/22
3132.03.24.2			OR Health Authority-DWS Plan Review	03/24/22	248.00	48698	04/14/22
5571.03.24.2			ICC Conference Vegas-Rodriguez	03/24/22	47.47-	48698	04/14/22
5571.03.24.2			Building Dept. Tools	03/24/22	38.91	48698	04/14/22
5571.03.24.2			Recreation Equipment	03/24/22	182.25	48698	04/14/22
5571.03.24.2			Recreation Equipment	03/24/22	236.82	48698	04/14/22
5571.03.24.2			Recreation Equipment	03/24/22	95.96	48698	04/14/22
5571.03.24.2			Recreation Advertising	03/24/22	15.00	48698	04/14/22
5571.03.24.2			Recreation Advertising	03/24/22	25.00	48698	04/14/22
5571.03.24.2			Recording Fees	03/24/22	5.75	48698	04/14/22
5571.03.24.2			Recreation Programming	03/24/22	269.49	48698	04/14/22
5919.03.24.2			Supplies for Boyd's House	03/24/22	2,244.02	48605	04/06/22
5919.03.24.2			Fuel F150	03/24/22	54.81	48605	04/06/22
5919.03.24.2			Fuel F150	03/24/22	54.81	48605	04/06/22
5919.03.24.2			RV Office Printer	03/24/22	468.00	48605	04/06/22
5919.03.24.2			Indeed Job Postings	03/24/22	521.50	48605	04/06/22
5919.03.24.2			Working Lunch	03/24/22	65.69	48605	04/06/22
5919.03.24.2			Staff Support/Meetings	03/24/22	13.99	48605	04/06/22
5919.03.24.2			Recreation supplies-Easter Eggs	03/24/22	1,237.50	48605	04/06/22
5919.03.24.2			Canva-Graphic Software	03/24/22	119.99	48605	04/06/22
6929.03.24.2			Jackie-Planner	03/24/22	19.95	48605	04/06/22
6929.03.24.2			Jackie-Hire Date anniversary	03/24/22	21.54	48605	04/06/22
6929.03.24.2			Boyd's Place	03/24/22	749.00	48605	04/06/22
7126.03.24.2			Frito Lay Snacks 2 You	03/24/22	29.56	48605	04/06/22
7126.03.24.2			Walmart	03/24/22	12.98	48605	04/06/22
7126.03.24.2			Acushnet Company	03/24/22	234.00	48605	04/06/22
7126.03.24.2			Pelzer	03/24/22	776.82	48605	04/06/22
7126.03.24.2			Walmart	03/24/22	27.55	48605	04/06/22
7126.03.24.2			Frito Lay	03/24/22	58.89	48605	04/06/22
7126.03.24.2			Amazon	03/24/22	23.30	48605	04/06/22
7126.03.24.2			Golf Course	03/24/22	20.00	48605	04/06/22
8328.03.24.2			GoToConnect-Phone Bill	03/24/22	20.23	48605	04/06/22
8328.03.24.2			GoToConnect-Phone Bill	03/24/22	6.75	48605	04/06/22
8328.03.24.2			GoToConnect-Phone Bill	03/24/22	6.74	48605	04/06/22
8328.03.24.2			GoToConnect-Phone Bill	03/24/22	13.48	48605	04/06/22
8328.03.24.2			GoToConnect-Phone Bill	03/24/22	195.50	48605	04/06/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8328.03.24.2	GoToConnect-Phone Bill	03/24/22	13.48	48605	04/06/22
		8328.03.24.2	GoToConnect-Phone Bill	03/24/22	20.22	48605	04/06/22
		8328.03.24.2	GoToConnect-Phone Bill	03/24/22	6.74	48605	04/06/22
		8328.03.24.2	Lunch Meeting	03/24/22	10.94	48605	04/06/22
		8328.03.24.2	Lunch Meeting	03/24/22	10.94	48605	04/06/22
		8328.03.24.2	Lunch Meeting	03/24/22	10.94	48605	04/06/22
		8328.03.24.2	Lunch Meeting	03/24/22	10.93	48605	04/06/22
		8328.03.24.2	Amazon-Screen Protector	03/24/22	149.97	48605	04/06/22
		8328.03.24.2	Amazon-PD Surface Case	03/24/22	69.95	48605	04/06/22
		8328.03.24.2	Amazon-OAMR Training	03/24/22	14.99	48605	04/06/22
		8328.03.24.2	Amazon-Wheelchair Ramp -Boyd's House	03/24/22	73.99	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	243.31	48605	04/06/22
		8336.03.24.2	Walmart-Staff Meeting	03/24/22	98.77	48605	04/06/22
		8336.03.24.2	Amazon-supplies	03/24/22	162.77	48605	04/06/22
		8336.03.24.2	Amazon-supplies	03/24/22	57.40	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	14.75	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	22.46	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	155.22	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	16.93	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	14.75	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	24.88	48605	04/06/22
		8336.03.24.2	Amazon-Supplies	03/24/22	24.88	48605	04/06/22
		8336.03.24.2	Credits	03/24/22	8.76-	48605	04/06/22
	Total 148:				14,880.47		
293							
293	Buttercreek Equipment, Inc.	58776	WWTP Supplies	03/17/22	38.64	48608	04/06/22
	Total 293:				38.64		
320							
320	Canon Solutions America, Inc	6000111487	COPIER MAINTENANCE	03/24/22	79.79	48610	04/06/22
	Total 320:				79.79		
351							
351	Cascade Natural Gas Corp.	1092.03.25.2	700 6th St.	03/25/22	107.74	48613	04/06/22
		1092.03.25.2	700 6th St.	03/25/22	107.74	48613	04/06/22
		1092.03.25.2	700 6th St.	03/25/22	107.74	48613	04/06/22
		3033.03.25.2	82959 Draper St.	03/25/22	184.14	48613	04/06/22
		7846.03.25.2	830 6th St.	03/25/22	392.76	48613	04/06/22
		7851.03.25.2	822 6TH ST	03/25/22	79.06	48613	04/06/22
		8476.03.25.2	1205 W. 3RD St.	03/25/22	826.98	48613	04/06/22
	Total 351:				1,806.16		
353							
353	Caselle, Inc.	116498	Support for Backflow Module	04/08/22	339.00	48701	04/14/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 353:					339.00		
362							
362	Center Point Large Print	1914827	Large Print Books for Library	03/01/22	47.94	48614	04/06/22
		1921243	Large Print Books for Library	04/01/22	47.94	48702	04/14/22
Total 362:					95.88		
367							
367	CenturyLink	678B.03.25.2	Police Dept Phones	03/25/22	92.99	48615	04/06/22
Total 367:					92.99		
394							
394	City County Insurance Services	UMA-GASB7	2020 GASB 75 Valuation	08/27/21	743.50	47402	09/14/21
		UMA-GASB7	2020 GASB 75 Valuation	08/27/21	832.50	48616	04/06/22
Total 394:					1,576.00		
413							
413	CNA Surety	61378524-06	Finance Director Bond Renewal	04/12/22	175.00	48703	04/14/22
Total 413:					175.00		
435							
435	Commercial Tire	279571	Snow tire change over	03/24/22	200.00	48618	04/06/22
		279931	PW Vehicle Maint.	03/31/22	224.98	48618	04/06/22
		279931	PW Vehicle Maint.	03/31/22	224.99	48618	04/06/22
		279931	PW Vehicle Maint.	03/31/22	224.99	48618	04/06/22
		279931	PW Vehicle Maint.	03/31/22	224.99	48618	04/06/22
		280328	Flat Repair	04/12/22	13.56	48745	04/27/22
		280328	Flat Repair	04/12/22	13.56	48745	04/27/22
		280328	Flat Repair	04/12/22	13.56	48745	04/27/22
		280328	Flat Repair	04/12/22	13.57	48745	04/27/22
		280506	Tires	04/18/22	90.00	48745	04/27/22
		280632	Tires	04/22/22	4.20	48745	04/27/22
		280632	Tires	04/22/22	4.20	48745	04/27/22
		280632	Tires	04/22/22	4.18	48745	04/27/22
		280632	Tires	04/22/22	4.17	48745	04/27/22
Total 435:					1,260.95		
439							
439	Concrete Special Ties, Inc.	72936	Golf Course	03/28/22	104.28	48619	04/06/22
		73195	Hash Park	04/04/22	26.45	48704	04/14/22
		73222	Golf Course	04/05/22	134.70	48704	04/14/22
		73398	Golf Course	04/08/22	134.04	48704	04/14/22
		73552	Golf Course	04/13/22	105.90	48746	04/27/22
		73755	Marina Supplies	04/20/22	74.00	48746	04/27/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 439:					579.37		
484							
484	Crown Paper & Janitorial	278020	Golf Course Supplies	04/15/22	73.10	48748	04/27/22
		319039	Golf Course Supplies	04/11/22	321.10	48748	04/27/22
		319417	Golf Course Supplies	04/15/22	219.30	48748	04/27/22
Total 484:					613.50		
488							
488	Crystal Springs	2150670704	Water for Marina	04/07/22	4.89	48705	04/14/22
Total 488:					4.89		
525							
525	DCBS - Fiscal Services	QTR2SURC	Bldg Surcharge Quarterly Sub	04/01/22	49,523.89	48622	04/06/22
Total 525:					49,523.89		
540							
540	DEMCO, Inc.	7102557	Library - SUPPLIES	03/24/22	23.74	48706	04/14/22
		7105446	Library - SUPPLIES	03/30/22	43.44	48706	04/14/22
Total 540:					67.18		
559							
559	Devin Oil Company Inc	0000533	Public Works Fuel	03/31/22	448.82	48707	04/14/22
		0000533	Public Works Fuel	03/31/22	448.82	48707	04/14/22
		0000533	Public Works Fuel	03/31/22	448.81	48707	04/14/22
		0000533	Public Works Fuel	03/31/22	448.81	48707	04/14/22
		330668	Golf Course Fuel	03/25/22	772.17	48623	04/06/22
		330691	Public Works Fuel	03/30/22	2,844.20	48623	04/06/22
		330977	Public Works Fuel	04/05/22	442.05	48707	04/14/22
		331897	Golf Course Fuel	03/02/22	508.93	48707	04/14/22
		CL65103-IN	PD Fuel	04/01/22	1,864.67	48707	04/14/22
		CL65339	Public Works Fuel	04/15/22	164.97	48750	04/27/22
		CL65339	Public Works Fuel	04/15/22	116.33	48750	04/27/22
		CL65339	Public Works Fuel	04/15/22	432.12	48750	04/27/22
		CL65339	Public Works Fuel	04/15/22	432.12	48750	04/27/22
		CL65339	Public Works Fuel	04/15/22	432.12	48750	04/27/22
		CL65339	Public Works Fuel	04/15/22	432.12	48750	04/27/22
		CL65339	Public Works Fuel	04/15/22	432.12	48750	04/27/22
		CL65340	PD Fuel	04/15/22	1,913.33	48750	04/27/22
Total 559:					12,150.39		
573							
573	Dike, Karen	04.05.2022	Background Investigators Update	04/05/22	657.00	48708	04/14/22
Total 573:					657.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
607							
607	Ducote Consulting	1780	Grant Admin-CDBG Water	03/31/22	403.75	48624	04/06/22
		1782	EDA Business Center	03/31/22	540.00	48624	04/06/22
		1782	EDA Business Center	03/31/22	540.00	48624	04/06/22
Total 607:					1,483.75		
609							
609	Duke's Auto Plus	14376	Auto Repairs	03/29/22	140.00	48625	04/06/22
Total 609:					140.00		
628							
628	East Oregonian	288727	Budget Comm. Meeting Notice	04/05/22	106.20	48752	04/27/22
		290528	Budget Comm. Meeting Notice	04/12/22	105.00	48752	04/27/22
		290529	Revenue Sharing Notice	04/12/22	52.50	48752	04/27/22
		291381	planning commission meeting notice	04/12/22	462.00	48752	04/27/22
Total 628:					725.70		
635							
635	Eastern Oregon Telecom, LLC	0317.04.01.2	Golf Course	04/01/22	103.34	48626	04/06/22
		8743.04.01.2	City Hall Internet	04/01/22	188.39	48626	04/06/22
		8743.04.01.2	Boyd's Place	04/01/22	195.51	48626	04/06/22
		8743.04.01.2	City Library	04/01/22	236.94	48626	04/06/22
		8743.04.01.2	Police Dept. Internet	04/01/22	237.94	48626	04/06/22
		8743.04.01.2	City Shop	04/01/22	32.66	48626	04/06/22
		8743.04.01.2	WWTP Internet	04/01/22	270.60	48626	04/06/22
		8743.04.01.2	Marina Internet	04/01/22	246.50	48626	04/06/22
Total 635:					1,511.88		
659							
659	Elmer's Irrigation & Supply	308345	Golf Course Supplies	03/04/22	617.00	48627	04/06/22
		308435	Golf Course Supplies	03/08/22	.65	48627	04/06/22
Total 659:					617.65		
700							
700	Express Services, Inc.	2690653	Temp Service-Court Clerk	03/16/22	993.60	48629	04/06/22
		26939399	Temp Service-Court Clerk	03/23/22	993.60	48629	04/06/22
		26973307	Temp Service-Court Clerk	03/30/22	993.60	48711	04/14/22
		27014329	Temp Service-Court Clerk	04/06/22	993.60	48711	04/14/22
		27041070	Temp Service-Court Clerk	04/13/22	993.60	48753	04/27/22
Total 700:					4,968.00		
712							
712	FastTrack	877-78-0001	Overpayment Permits	04/08/22	121.46	48712	04/14/22
		877-78-0001	Overpayment Permits	04/08/22	257.60	48712	04/14/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 712:					379.06		
720							
720	FERGUSON WATERWORKS #3	1058296-1	Meter Inventory	03/21/22	12,115.20	48630	04/06/22
		1086185	Meter Inventory	03/30/22	4,455.00	48630	04/06/22
		1087797	Meter Inventory	03/30/22	2,602.72	48630	04/06/22
Total 720:					19,172.92		
784							
784	Galls, DBA Blumenthal Uniform	20676042	Police Uniforms	03/15/22	94.35	48713	04/14/22
Total 784:					94.35		
817							
817	GG's Smokehouse Catering	REGIONAL	Regional L.E. Admin Meeting	04/01/22	448.50	48632	04/06/22
Total 817:					448.50		
854							
854	Gordon's Electric Inc.	W17017	Install Flag Pole Light at Vistor's Center	03/25/22	1,532.40	48633	04/06/22
		W17018	Marina-Space #26	03/25/22	115.00	48633	04/06/22
		W17096	Marina-H Dock	04/14/22	309.68	48754	04/27/22
		W17098	RV Park	04/14/22	125.00	48754	04/27/22
Total 854:					2,082.08		
856							
856	Gotcha Covered	448407	Cleaning Services	04/03/22	443.84	48634	04/06/22
		448407	Cleaning Services	04/03/22	383.98	48634	04/06/22
		448407	Cleaning Services	04/03/22	383.98	48634	04/06/22
		448407	Cleaning Services	04/03/22	248.20	48634	04/06/22
Total 856:					1,460.00		
905							
905	H.D. Fowler Company	I6042625	Water Dept Supplies Meters etc	03/21/22	20.00	48635	04/06/22
		I6044089	Meter Supplies	03/22/22	751.44	48635	04/06/22
Total 905:					771.44		
960							
960	Carson	IN-691958	Gas for Public Works Vehicles	03/14/22	21.22	48612	04/06/22
		IN-691958	Gas for Public Works Vehicles	03/14/22	21.21	48612	04/06/22
Total 960:					42.43		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
966							
966	Hermiston Auto Parts, Inc.	033122	Water Dept Supplies	03/31/22	2.55	48637	04/06/22
		625554	Parks Supplies	03/14/22	4.89	48637	04/06/22
		625958	Water Dept Supplies	03/25/22	4.74	48637	04/06/22
		625963	Water Dept Supplies	03/25/22	4.74	48637	04/06/22
		626021	Water Dept Supplies	03/28/22	7.31	48637	04/06/22
		626033	Police Dept Supplies	03/28/22	12.82	48637	04/06/22
		626186	Water Dept Supplies	04/01/22	23.98	48637	04/06/22
		890832	street supplies	03/24/22	53.19	48637	04/06/22
Total 966:					114.22		
976							
976	Hermiston Payless Lumber Co.	2203-123448	Nugent Park	03/11/22	90.15	48638	04/06/22
		2203-123452	Nugent Park	03/11/22	94.09	48638	04/06/22
		2203-123594	Nugent Park	03/15/22	360.58	48638	04/06/22
		2203-123837	Nugent Park	03/23/22	480.76	48638	04/06/22
		2203-123838	Nugent Park	03/23/22	444.00	48638	04/06/22
		2203-123908	Nugent Park	03/24/22	326.52	48638	04/06/22
Total 976:					1,796.10		
980							
980	Hermiston Quicky Lube	511100	Oil Change	03/17/22	48.95	48639	04/06/22
		512198	Oil Change	04/01/22	47.95	48639	04/06/22
		512812	Oil Change	04/09/22	48.95	48714	04/14/22
		513252	Oil Change	04/15/22	47.95	48755	04/27/22
		513571	Oil Change	04/20/22	48.95	48755	04/27/22
Total 980:					242.75		
1012							
1012	Home Depot Credit Services	1522720	WWTP Floor Repair	02/25/22	22.24	48642	04/06/22
		2046083	Shop Supplies	03/16/22	165.40	48642	04/06/22
		3045974	Shop Supplies	03/15/22	328.91	48642	04/06/22
		3510938	Nugent Dugouts	03/15/22	214.96	48642	04/06/22
		4045074	Boyd's House	03/04/22	134.91	48642	04/06/22
		4045900	Nugent Dugouts	03/14/22	152.32	48642	04/06/22
		4102836	Parks Supplies	03/14/22	23.48	48642	04/06/22
		4510371	Rec. Program	03/04/22	121.71	48642	04/06/22
		4510371	Parks Supplies	03/04/22	59.91	48642	04/06/22
		8045582	Boyd's Place	03/10/22	331.97	48642	04/06/22
		8054056	Parks Supplies	03/10/22	51.37	48642	04/06/22
		8122241	Return Boyd's Place	03/10/22	44.97-	48642	04/06/22
		8122242	Return Boyd's Place	03/10/22	44.97-	48642	04/06/22
Total 1012:					1,517.24		
1034							
1034	HRA VEBA Trust Contributions	CHIEUCHIN2	HRA VEBA Contribution-Matt Chieuchin	04/12/22	300.00	48717	04/14/22
		CHIEUCHIN2	HRA VEBA Contribution-Chieuchin	04/12/22	300.00	48717	04/14/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1034:					600.00		
1068							
1068	Intermountain ESD	598T076232	Dell 7090	04/05/22	856.78	48718	04/14/22
		598T076426	Surface-Bryan Cutchen	04/13/22	1,066.98	48758	04/27/22
Total 1068:					1,923.76		
1089							
1089	J U B Engineers, Inc.	151301	Umatilla Water Master Ian	03/22/22	2,600.42	48643	04/06/22
		151830	Umatilla Wastewater Facilities Plan	04/15/22	17,019.40	48759	04/27/22
		151895	Port of Umatilla Property Partition Plat Ph2	04/19/22	185.10	48759	04/27/22
		151896	Umatilla On-Call Engineering Services	04/19/22	530.21	48759	04/27/22
		151896	Umatilla On-Call Engineering Services	04/19/22	530.20	48759	04/27/22
		151896	PDX 121-130 Development	04/19/22	2,725.92	48759	04/27/22
		151896	PDX 194 Development	04/19/22	3,293.92	48759	04/27/22
		151896	Golf Course Topo Survey	04/19/22	1,643.36	48759	04/27/22
		151896	PDX 121-130 Water Treatment Facility	04/19/22	7,432.87	48759	04/27/22
		151898	Lewis Street Greenway Replat	04/19/22	1,035.10	48759	04/27/22
		151925	Power City-Brownell Water Improvements	04/19/22	50,864.50	48759	04/27/22
		151928	Power City-Brownell Sewer Improvements	04/19/22	24,257.70	48759	04/27/22
		151930	Umatilla-Cleaver Partition Plat and Easement	04/19/22	289.10	48759	04/27/22
		151931	Umatilla Hash Park Concept	04/19/22	107.00	48759	04/27/22
		151933	Umatilla Marina Concept	04/19/22	129.00	48759	04/27/22
		151946	Umatilla Pedestrian Bridge and Waterline Replacement	04/20/22	36,143.53	48759	04/27/22
		151946	Umatilla Pedestrian Bridge and Waterline Replacement	04/20/22	54,846.55	48759	04/27/22
		152001	Wanapa Road and Utilities Extension-Phase 1	04/21/22	13,693.13	48759	04/27/22
Total 1089:					217,327.01		
1099							
1099	James C. Fulper dba Health Opt	99719	DOT Physical-Dyer	04/08/22	95.00	48719	04/14/22
		99760	DOT Physical-Horman	04/14/22	95.00	48760	04/27/22
Total 1099:					190.00		
1112							
1112	Jimmy's Johns Portable Toilets L	16971	Marina & RV Park - 2 Units	04/01/22	85.00	48720	04/14/22
		16971	nugent park	04/01/22	303.10	48720	04/14/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1112:					388.10		
1141							
1141	Jones-Scott co.	46784	Streets	03/03/22	119.91	48644	04/06/22
Total 1141:					119.91		
1189							
1189	KIE Supply Corp	2059471	Parks Supplies	03/16/22	4.21	48646	04/06/22
		2059942	Marina Sprinkler	03/24/22	221.23	48646	04/06/22
		2059952	Marina Sprinkler	03/24/22	16.78	48646	04/06/22
		2060034	Marina Sprinkler	03/25/22	366.51	48646	04/06/22
		2060059	Marina Sprinkler	03/25/22	26.28	48646	04/06/22
		2060115	Marina Sprinkler	03/28/22	213.11	48646	04/06/22
		2060133	Nugent Improvements	03/28/22	83.03	48646	04/06/22
		2060371	Boyd's Place	03/30/22	.92	48646	04/06/22
		2060492	Marina Sprinkler	03/31/22	116.48	48646	04/06/22
		2060566	Parks Supplies	04/01/22	49.57	48646	04/06/22
		2060940	Sprinkler Parts	04/07/22	189.42	48721	04/14/22
		2061217	Sprinkler Parts	04/12/22	188.25	48721	04/14/22
		2061578	Marina Sprinkler	04/19/22	70.85	48763	04/27/22
		2061585	Golf Course Irrigation	04/19/22	62.55	48763	04/27/22
		2061629	Marina Sprinkler	04/19/22	41.84	48763	04/27/22
		2061846	Marina Sprinkler	04/22/22	38.12	48763	04/27/22
Total 1189:					1,689.15		
1211							
1211	Krogh, Theresa	MARCH2022	Weddings	04/01/22	50.00	48647	04/06/22
Total 1211:					50.00		
1221							
1221	Kuo Testing Labs	2201268	TRCI Lab Tests TBR	01/27/22	85.10	48765	04/27/22
		2203294	TRCI Lab Tests TBR	03/23/22	85.10	48765	04/27/22
		2203418	TRCI Lab Tests TBR	03/31/22	85.10	48722	04/14/22
		2204156	TRCI Lab Tests TBR	04/13/22	85.10	48765	04/27/22
		2204260	TRCI Lab Tests TBR	04/20/22	85.10	48765	04/27/22
Total 1221:					425.50		
1250							
1250	League of Oregon Cities	10406	Job Posting-Parks and Rec. Director	03/25/22	20.00	48648	04/06/22
Total 1250:					20.00		
1362							
1362	Martin Business Systems	15215	Checks for Common Account	03/17/22	307.83	48649	04/06/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1362:					307.83		
1393							
1393	McCrometer, Inc.	562114RI	Sewer Meters	04/19/22	1,269.81	48767	04/27/22
Total 1393:					1,269.81		
1559							
1559	NOLAND DOOR CO INC.	46307	WWTP	03/21/22	250.00	48654	04/06/22
		46327	Water Dept-Chlorine Room Window	04/06/22	190.00	48769	04/27/22
Total 1559:					440.00		
1561							
1561	Norco Inc.	34601618	Cylinder Rental	03/31/22	49.29	48655	04/06/22
		34601618	Cylinder Rental	03/31/22	49.29	48655	04/06/22
Total 1561:					98.58		
1580							
1580	NW Farm Supply Inc.	2203-228708	Parks Department	03/18/22	65.95	48656	04/06/22
		2203-228904	Golf Course	03/18/22	1.18	48656	04/06/22
Total 1580:					67.13		
1597							
1597	OEDA	2021-1883	MEMBERSHIP DUES	10/28/21	250.00	48657	04/06/22
Total 1597:					250.00		
1615							
1615	One Call Concepts, Inc.	2030508	Regular Tickets, Modem Delivery	03/31/22	79.20	48658	04/06/22
Total 1615:					79.20		
1636							
1636	Oregon Dept of Revenue	MARCH2022	State Court Assessments	04/01/22	19,620.80	48659	04/06/22
Total 1636:					19,620.80		
1637							
1637	Oregon Dept of State Lands	25392	Waterway Lease Fee for lease year 2021-2022	04/18/22	5,533.08	48790	04/27/22
		BRIDGE/WA	Pedestrian bridge/waterline Joint Permit Application	04/27/22	1,063.00	48770	04/27/22
Total 1637:					6,596.08		
1676							
1676	OXARC Inc.	31523011	parks supplies	04/22/22	11.49	48771	04/27/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1676:					11.49		
1684							
1684	Pacific Power	0010.04.15.2	820 6th St.	04/15/22	68.48	48772	04/27/22
		0013.04.15.2	Highway 395 & 730 Interti Well	04/15/22	2,585.38	48772	04/27/22
		0021.04.01.2	McNary Ind. Park Lift	04/01/22	7,385.42	48724	04/14/22
		0028.03.25.2	golf course	03/25/22	1,598.36	48661	04/06/22
		0036.03.24.2	1651 2nd St.-Boyd's Place	03/24/22	87.46	48661	04/06/22
		0039.03.29.2	McFarland Well	03/29/22	1,672.88	48661	04/06/22
		0054.03.24.2	282 Powerline Rd.	03/24/22	17.70	48661	04/06/22
		0062.04.15.2	Shop Complex	04/15/22	26.43	48772	04/27/22
		0070.04.15.2	8th & F SE Corner	04/15/22	54.24	48772	04/27/22
		0096.03.24.2	6th & A St.	03/24/22	19.21	48661	04/06/22
		0104.03.29.2	Street Lights	03/29/22	2,702.83	48661	04/06/22
		0112.04.15.2	800 6th St.	04/25/22	58.22	48772	04/27/22
		0112.04.15.2	800 6th St.	04/25/22	240.43	48772	04/27/22
		0112.04.15.2	800 6th St.	04/25/22	240.42	48772	04/27/22
		0112.04.15.2	800 6th St.	04/25/22	240.43	48772	04/27/22
		0120.04.15.2	632 D St. Umatilla OR	04/15/22	585.53	48772	04/27/22
		0146.04.15.2	Bud Draper Dr.	04/15/22	3,886.73	48772	04/27/22
		0153.04.15.2	Water Booster Station	04/15/22	1,739.02	48772	04/27/22
		0161.04.15.2	Port Well	04/15/22	3,968.92	48772	04/27/22
		0179.03.29.2	285 Radar Rd.	03/29/22	429.53	48661	04/06/22
		0187.04.15.2	Div 7 Naches Ave. Lift	04/15/22	28.46	48772	04/27/22
		0377.03.24.2	Bath House Marina	03/24/22	903.06	48661	04/06/22
		0385.03.24.2	Fish Cleaning Station	03/24/22	19.71	48661	04/06/22
		0393.03.24.2	West End Comfort Station	03/24/22	23.54	48661	04/06/22
		0401.03.24.2	15 HP Pump Marina Levy	03/24/22	92.40	48661	04/06/22
		0419.03.24.2	Quincy Ave. N 2nd @ Marina	03/24/22	212.28	48661	04/06/22
		0427.03.24.2	Marina Park	03/24/22	1,285.75	48661	04/06/22
		0435.04.11.2	1710 Quincy St.	03/24/22	344.84	48661	04/06/22
		0443.04.13.2	Marina Lights	04/13/22	134.04	48772	04/27/22
		0476.03.24.2	ABT 30322 HWY 730	03/24/22	24.55	48661	04/06/22
		0500.04.15.2	129 Walla Walla St.	04/15/22	48.78	48772	04/27/22
Total 1684:					30,725.03		
1697							
1697	Parkins Door Company	1317	Marina Door	03/30/22	355.00	48662	04/06/22
Total 1697:					355.00		
1715							
1715	Pea Ridge Embroidery	38416	Chaplain Expenses	03/18/22	61.50	48663	04/06/22
Total 1715:					61.50		
1763							
1763	Platt	2821245	nugent park	04/07/22	63.51	48727	04/14/22
		2R39827	Water Supplies	04/11/22	3.58	48727	04/14/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1763:					67.09		
1813							
1813	Quality Control Services	66754	On Site Service Balance	03/18/22	250.00	48668	04/06/22
Total 1813:					250.00		
1818							
1818	Quill Corporation	23963522	Office Supplies	03/21/22	10.74	48669	04/06/22
		23963522	Office Supplies	03/21/22	2.13	48669	04/06/22
		23963522	Office Supplies	03/21/22	4.30	48669	04/06/22
		23963522	Office Supplies	03/21/22	6.44	48669	04/06/22
		23963522	Office Supplies	03/21/22	6.44	48669	04/06/22
		23963522	Office Supplies	03/21/22	4.30	48669	04/06/22
		23963522	Office Supplies	03/21/22	.64	48669	04/06/22
		23998428	Office Supplies	03/23/22	15.65	48669	04/06/22
		23998428	Office Supplies	03/23/22	3.11	48669	04/06/22
		23998428	Office Supplies	03/23/22	6.27	48669	04/06/22
		23998428	Office Supplies	03/23/22	9.38	48669	04/06/22
		23998428	Office Supplies	03/23/22	9.38	48669	04/06/22
		23998428	Office Supplies	03/23/22	6.27	48669	04/06/22
		23998428	Office Supplies	03/23/22	.93	48669	04/06/22
		23998457	Office Supplies	03/23/22	5.68	48669	04/06/22
		23998457	Office Supplies	03/23/22	1.13	48669	04/06/22
		23998457	Office Supplies	03/23/22	2.27	48669	04/06/22
		23998457	Office Supplies	03/23/22	3.40	48669	04/06/22
		23998457	Office Supplies	03/23/22	3.40	48669	04/06/22
		23998457	Office Supplies	03/23/22	2.27	48669	04/06/22
		23998457	Office Supplies	03/23/22	.34	48669	04/06/22
		23998499	Office Supplies	03/23/22	21.57	48669	04/06/22
		23998499	Office Supplies	03/23/22	4.29	48669	04/06/22
		23998499	Office Supplies	03/23/22	8.64	48669	04/06/22
		23998499	Office Supplies	03/23/22	12.93	48669	04/06/22
		23998499	Office Supplies	03/23/22	12.93	48669	04/06/22
		23998499	Office Supplies	03/23/22	8.64	48669	04/06/22
		23998499	Office Supplies	03/23/22	1.27	48669	04/06/22
		24034774	Office Supplies	03/22/22	15.96	48669	04/06/22
		24034774	Office Supplies	03/22/22	3.17	48669	04/06/22
		24034774	Office Supplies	03/22/22	6.39	48669	04/06/22
		24034774	Office Supplies	03/22/22	9.57	48669	04/06/22
		24034774	Office Supplies	03/22/22	9.57	48669	04/06/22
		24034774	Office Supplies	03/22/22	6.39	48669	04/06/22
		24034774	Office Supplies	03/22/22	.94	48669	04/06/22
		24156411	Marina Supplies	03/30/22	235.88	48669	04/06/22
		24314793	Office Supplies	04/05/22	31.31	48774	04/27/22
		24314793	Office Supplies	04/05/22	6.22	48774	04/27/22
		24314793	Office Supplies	04/05/22	12.54	48774	04/27/22
		24314793	Office Supplies	04/05/22	18.76	48774	04/27/22
		24314793	Office Supplies	04/05/22	18.76	48774	04/27/22
		24314793	Office Supplies	04/05/22	12.54	48774	04/27/22
		24314793	Office Supplies	04/05/22	1.85	48774	04/27/22
		24356182	Office Supplies	04/08/22	4.14	48728	04/14/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		24356182	Office Supplies	04/08/22	.82	48728	04/14/22
		24356182	Office Supplies	04/08/22	1.66	48728	04/14/22
		24356182	Office Supplies	04/08/22	2.48	48728	04/14/22
		24356182	Office Supplies	04/08/22	2.48	48728	04/14/22
		24356182	Office Supplies	04/08/22	1.66	48728	04/14/22
		24356182	Office Supplies	04/08/22	.25	48728	04/14/22
		24376396	Office Supplies	04/08/22	19.69	48728	04/14/22
		24376396	Office Supplies	04/08/22	3.91	48728	04/14/22
		24376396	Office Supplies	04/08/22	7.89	48728	04/14/22
		24376396	Office Supplies	04/08/22	11.80	48728	04/14/22
		24376396	Office Supplies	04/08/22	11.80	48728	04/14/22
		24376396	Office Supplies	04/08/22	7.89	48728	04/14/22
		24376396	Office Supplies	04/08/22	1.17	48728	04/14/22
		24383961	Office Supplies	04/08/22	36.99	48728	04/14/22
		24408127	Office Supplies	04/11/22	27.32	48728	04/14/22
		24408127	Office Supplies	04/11/22	5.43	48728	04/14/22
		24408127	Office Supplies	04/11/22	10.95	48728	04/14/22
		24408127	Office Supplies	04/11/22	16.37	48728	04/14/22
		24408127	Office Supplies	04/11/22	16.37	48728	04/14/22
		24408127	Office Supplies	04/11/22	10.95	48728	04/14/22
		24408127	Office Supplies	04/11/22	1.60	48728	04/14/22
		24408157	Marina Supplies	04/08/22	82.54	48728	04/14/22
		24474252	Marina Supplies	04/08/22	54.99	48774	04/27/22
		24527497	Golf Course Supplies	04/15/22	156.53	48774	04/27/22
Total 1818:					1,062.27		
1846							
1846	RDO Equipment Co.	P4882265	Mower parts	04/12/22	54.02	48729	04/14/22
		P4882365	Golf Course Mower Parts	04/12/22	389.81	48729	04/14/22
		P4929365	John Deere Mower Parts	04/18/22	118.00	48775	04/27/22
		W4784665	Parks Mower	03/25/22	605.45	48671	04/06/22
		W4792665	John Deer Service	03/30/22	355.81	48671	04/06/22
Total 1846:					1,523.09		
1912							
1912	Ross Machine & Steel Sales, Inc	S-29060	Parks supplies	03/29/22	127.50	48674	04/06/22
Total 1912:					127.50		
1929							
1929	S.S. EQUIPMENT	17834	WWTP	03/28/22	1,206.84	48675	04/06/22
		WH10585	PARKS Tractor Repair	04/07/22	1,405.14	48731	04/14/22
Total 1929:					2,611.98		
1938							
1938	Sanco Inc.	10697	Purefloc 22C9 Polymer	04/15/22	1,336.50	48778	04/27/22
Total 1938:					1,336.50		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1943							
1943	Sanitary Disposal, Inc.	FEBRUARY2	Refuse Collection	04/04/22	86,859.45	48676	04/06/22
		FEBRUARY2	Refuse Collection	04/04/22	13,897.51-	48676	04/06/22
		MAR2022	Refuse Collection	04/01/22	115,072.53	48779	04/27/22
		MAR2022	Refuse Collection	04/01/22	18,411.60-	48779	04/27/22
Total 1943:					169,622.87		
1977							
1977	Seder Architecture + Urban Des,	27	Umatilla Business Center	04/11/22	2,468.20	48732	04/14/22
		27	Business Center	04/11/22	2,468.20	48732	04/14/22
Total 1977:					4,936.40		
2005							
2005	Sherwin Williams	2974-7	Paint for Soccer Fields	03/29/22	219.80	48780	04/27/22
Total 2005:					219.80		
2021							
2021	Simplot Grower Solutions	757138290	Parks supplies	03/16/22	2,000.00	48677	04/06/22
Total 2021:					2,000.00		
2041							
2041	SME Solutions, LLC	2130692	Marina	03/31/22	2,327.94	48781	04/27/22
Total 2041:					2,327.94		
2059							
2059	Smitty's Ace Hardware	668664	Golf Supplies	03/24/22	37.52	48678	04/06/22
		668767	marina Supplies	03/25/22	32.55	48678	04/06/22
		668889	Park Supplies	03/28/22	57.98	48678	04/06/22
		669001	Boyd's Place	03/29/22	25.61	48678	04/06/22
		669107	Park Supplies	03/31/22	67.97	48678	04/06/22
		669298	marina Supplies	04/04/22	444.91	48678	04/06/22
		669302	Park Supplies	04/04/22	44.34	48678	04/06/22
		669321	Parks Supplies	04/04/22	5.35	48678	04/06/22
		669377	water dept.	04/05/22	12.99	48678	04/06/22
		669627	Park Supplies	04/08/22	18.99	48733	04/14/22
		669740	Golf Course Supplies	04/12/22	129.54	48733	04/14/22
		669833	Supplies for Code Enforcement	04/15/22	84.90	48782	04/27/22
		669851	Supplies	04/13/22	14.98	48733	04/14/22
		669964	Supplies for Code Enforcement	04/15/22	56.94	48782	04/27/22
		670067	Golf Course Supplies	04/18/22	40.74	48782	04/27/22
		670182	Golf Course Supplies	04/20/22	49.99	48782	04/27/22
		670215	Boyd's House	04/20/22	158.94	48782	04/27/22
		670223	marina Supplies	04/20/22	137.93	48782	04/27/22
		670241	Boyd's House	04/20/22	26.98	48782	04/27/22
		670341	marina Supplies	04/22/22	10.93	48782	04/27/22
		670346	Golf Course Supplies	04/22/22	14.99	48782	04/27/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2059:					1,475.07		
2076							
2076	Specks Printing	8796	Court Envelopes	03/31/22	255.80	48679	04/06/22
		8798	Parks Programming	04/01/22	224.09	48679	04/06/22
		8820	Business Cards-Dike	04/18/22	65.00	48783	04/27/22
Total 2076:					544.89		
2138							
2138	SYNCHRONY BANK/AMAZON	3142.04.04.2	charges on account	04/04/22	29.99	48681	04/06/22
		4636939967	Library Books	03/05/22	18.46	48681	04/06/22
		5775976564	Library Books	03/11/22	135.97	48681	04/06/22
		5775976564	Program Supplies	03/11/22	26.99	48681	04/06/22
		6653636493	Program Supplies	03/12/22	12.99	48681	04/06/22
		7534765873	Program Supplies	03/05/22	34.87	48681	04/06/22
		7986974333	Library Books	03/12/22	17.48	48681	04/06/22
		8897867887	Program Supplies	03/12/22	104.99	48681	04/06/22
		9588789756	Library Books	03/11/22	13.93	48681	04/06/22
		9664798497	Program Supplies	02/14/22	26.98	48681	04/06/22
		9786954898	Program Supplies	02/24/22	10.99	48681	04/06/22
		9987346549	Program Supplies	02/25/22	38.98	48681	04/06/22
Total 2138:					472.62		
2148							
2148	Talos Engineering, Inc.	1819	Amazon Lift Station	08/19/21	744.00	48784	04/27/22
		1968	PLC Programs for scaling of flow meters	04/15/22	1,093.50	48784	04/27/22
		1969	Golf Well	04/15/22	6,708.00	48784	04/27/22
Total 2148:					8,545.50		
2209							
2209	TMG SERVICES	0047894-IN	WATER DEPARTMENT MAINTENANCE	02/09/22	3,268.06	48785	04/27/22
		0048020-IN	WATER DEPARTMENT MAINTENANCE	03/24/22	845.00	48684	04/06/22
Total 2209:					4,113.06		
2217							
2217	Tonkon Torp, LLP	1643236	Legal Services-Teamsters	03/29/22	1,155.00	48685	04/06/22
		1643266	Legal Services	03/31/22	13,642.00	48685	04/06/22
		1643266	Legal Services	03/31/22	4,235.00	48685	04/06/22
Total 2217:					19,032.00		
2227							
2227	Traffic Safety Supply Co.	92533A	Street Signs	04/25/22	10,891.90	48786	04/27/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2227:					10,891.90		
2268							
2268	Umatilla County Attn: Finance	COUNTYAS	County Court Assessments	04/01/22	2,381.20	48686	04/06/22
Total 2268:					2,381.20		
2278							
2278	Umatilla County Sheriff's Ofc	Q4FY22DISP	911 Dispatch Services	04/01/22	30,970.00	48687	04/06/22
Total 2278:					30,970.00		
2281							
2281	Umatilla Elect. Coop. Assoc.	4907.04.01.2	Lights for Waterfall	04/01/22	36.23	48735	04/14/22
		6190.04.01.2	60 HP Pump	04/01/22	68.54	48735	04/14/22
		6190.04.01.2	Beach Access	04/01/22	77.00	48735	04/14/22
		7216.04.01.2	5 HP Sewer Pump	04/01/22	44.42	48735	04/14/22
		7216.04.01.2	Street Lights	04/01/22	103.97	48735	04/14/22
Total 2281:					330.16		
2288							
2288	Umatilla Police Officers Assn	2022TOURN	Corporate Sponsorship 2022	04/13/22	500.00	48736	04/14/22
		2022TOURN	Tournament Teams	04/13/22	750.00	48736	04/14/22
Total 2288:					1,250.00		
2293							
2293	Unifirst Corporation	1430320690	Waste Water Supplies	03/01/22	29.65	48787	04/27/22
		1430320691	Shop Supplies and Mats	03/01/22	29.00	48787	04/27/22
		1430320692	Marina Mop Heads	03/01/22	28.50	48787	04/27/22
		1430321977	Waste Water Supplies	03/15/22	29.65	48787	04/27/22
		1430321978	Shop Supplies and Mats	03/15/22	29.00	48787	04/27/22
		1430321979	Marina Mop Heads	03/15/22	28.50	48787	04/27/22
		1430321981	Police Mats	03/15/22	30.00	48787	04/27/22
		1430322622	Waste Water Supplies	03/22/22	29.65	48787	04/27/22
		1430322623	Shop Supplies and Mats	03/22/22	29.00	48787	04/27/22
		1430322624	Marina Mop Heads	03/22/22	28.50	48787	04/27/22
		1430322938	Bldg Maint/Supplies CH/Library	03/25/22	10.44	48688	04/06/22
		1430322938	Bldg Maint/Supplies CH/Library	03/25/22	16.17	48688	04/06/22
		1430322938	Bldg Maint/Supplies CH/Library	03/25/22	16.18	48688	04/06/22
		1430323269	Waste Water Supplies	03/29/22	42.78	48787	04/27/22
		1430323270	Shop Supplies and Mats	03/29/22	35.46	48787	04/27/22
		1430323271	Marina Mop Heads	03/29/22	28.50	48787	04/27/22
		1430323272	Golf Course	03/29/22	43.15	48688	04/06/22
		1430323273	Police Mats	03/29/22	30.00	48787	04/27/22
		1430323578	Bldg Maint/Supplies CH/Library	04/01/22	10.44	48688	04/06/22
		1430323578	Bldg Maint/Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2314:					165.65		
2337							
2337	Verizon Wireless	9903215470	Cell Phone Administrator	04/01/22	321.95	48738	04/14/22
		9903215470	Public Works Phones	04/01/22	87.51	48738	04/14/22
		9903215470	Public Works Phones	04/01/22	87.52	48738	04/14/22
		9903215470	Public Works Phones	04/01/22	87.51	48738	04/14/22
		9903215470	Police Cell Phones	04/01/22	1,147.05	48738	04/14/22
		9903215470	Building Inspector Phone	04/01/22	41.82	48738	04/14/22
Total 2337:					1,773.36		
2361							
2361	Capital One	1640937965	Rec. Program	03/19/22	201.91	48611	04/06/22
		1640937965	Boyd's House	03/19/22	545.58	48611	04/06/22
		1640937965	Rec. Program	03/19/22	82.45	48611	04/06/22
		1640937965	Rec. Program	03/19/22	46.36	48611	04/06/22
		1641477582	Rec. Program	04/19/22	40.36	48743	04/27/22
Total 2361:					916.66		
2504							
2504	Mount's Lock & Key	255105	Reprogrammed Marina Lock	03/31/22	231.25	48652	04/06/22
Total 2504:					231.25		
2557							
2557	Hermiston Ranch & Home	2203-560393	Marina Supplies	03/03/22	799.99	48640	04/06/22
Total 2557:					799.99		
2561							
2561	Prestige Worldwide Technologie	1188	Valve Repair	03/29/22	4,141.15	48666	04/06/22
Total 2561:					4,141.15		
2612							
2612	Hermiston Transportation	5126	Taxi Ticket Redemption	04/04/22	238.00	48715	04/14/22
Total 2612:					238.00		
2723							
2723	T Mobile	8369.04.13.2	Library hotspots	04/01/22	189.00	48682	04/06/22
Total 2723:					189.00		
2727							
2727	Dynalectric	877-20-0000	Overpayment ELEC	04/08/22	269.55	48710	04/14/22
Total 2727:					269.55		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2852							
2852	City of Umatilla	1002.04.01.2	Boyds Place	04/01/22	86.08	48617	04/06/22
		6002.04.01.2	Extra Refuse Marina	04/01/22	803.36	48617	04/06/22
		8092.04.01.2	Golf Course Refuse	04/01/22	114.80	48617	04/06/22
		8360.04.01.2	dropbox	04/01/22	77.40	48617	04/06/22
Total 2852:					1,081.64		
2854							
2854	Lite "em Up BBQ	GRANTPRO	Local Business Grant Program	04/13/22	14,763.00	48723	04/14/22
Total 2854:					14,763.00		
2924							
2924	Blackstone Publishing	2031208	audio books	03/21/22	57.89	48607	04/06/22
		2033533	audio books	03/31/22	61.86	48699	04/14/22
		2038073	audio books	04/13/22	54.68	48742	04/27/22
Total 2924:					174.43		
2938							
2938	Khehra Brothers LLC	05.2022	Pro Shop Rent	05/01/22	1,500.00	48762	04/27/22
		LEASE.02.03	Pro Shop Rent	04/01/22	3,900.00	48645	04/06/22
Total 2938:					5,400.00		
2944							
2944	Mosca Designs	34548	Banners	04/15/22	5,235.25	48768	04/27/22
Total 2944:					5,235.25		
2960							
2960	Pendleton Bottling Co.	4499006313	Retail for Golf Course	03/25/22	294.25	48664	04/06/22
		4499006639	Retail for Golf Course	04/01/22	413.15	48664	04/06/22
		V0915	Product for Pro Shop Retail	04/08/22	218.75	48725	04/14/22
Total 2960:					926.15		
2981							
2981	Doug's Septic Service Inc.	24205	Portable Toilet-Golf Course	03/31/22	300.00	48709	04/14/22
Total 2981:					300.00		
2995							
2995	Vern's Food Service Distribution	185214-0A	Golf Course	02/28/22	53.97-	48692	04/06/22
		190012-00	Golf Course	03/24/22	192.94	48692	04/06/22
		192700-00	Golf Course	04/07/22	216.92	48739	04/14/22
Total 2995:					355.89		
3006							
3006	Cobra Puma Golf	G2886826	Golf Course Retail for Pro				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Shop	04/20/22	762.44	48744	04/27/22
		G2888946	Credit on Golf Course Retail	04/25/22	783.22	48744	04/27/22
		G2891055	Golf Course Supplies	04/14/22	887.66	48744	04/27/22
	Total 3006:				2,433.32		
3024							
3024	Hodgen Distributing	252322	Retail Product for Golf Course	03/29/22	119.90	48641	04/06/22
		252778	Retail Product for Golf Course	04/05/22	220.80	48716	04/14/22
		252964	Retail Product for Golf Course	04/07/22	183.30	48716	04/14/22
		253221	Retail Product for Golf Course	04/12/22	182.90	48716	04/14/22
		253621	Retail Product for Golf Course	04/19/22	344.30	48756	04/27/22
	Total 3024:				1,051.20		
3038							
3038	Taylor Made Golf Company Inc.	35482522	Merchandise for Pro Shop	03/12/22	227.16	48683	04/06/22
		35538012	Merchandise for Pro Shop	01/30/22	2,867.88	48734	04/14/22
		35564949	Merchandise for Pro Shop	03/26/22	185.27	48734	04/14/22
	Total 3038:				3,280.31		
3042							
3042	Keister, Hannah	EGGHUNT2	Reimbursement-Rec. Prg. Supplies	04/25/22	40.91	48761	04/27/22
	Total 3042:				40.91		
3043							
3043	DirectTV	039513239X	TV for Golf Course	04/25/22	146.99	48751	04/27/22
	Total 3043:				146.99		
3044							
3044	Planet Turf	24280	Golf Course	04/06/22	5,271.79	48726	04/14/22
	Total 3044:				5,271.79		
3170							
3170	Crafco	9402678766	Roadsaver 211	04/22/22	6,053.40	48747	04/27/22
	Total 3170:				6,053.40		
3238							
3238	Adidas America Inc.	6155754474	Big River-Pro Shop Merchandise	01/13/22	132.00	48741	04/27/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3238:					132.00		
3239							
3239	Roberts, Chris	APRIL2022	RV & Marina Camp Host	05/01/22	800.00	48776	04/27/22
Total 3239:					800.00		
3261							
3261	Kleinschmidt Associates	202203270	Water Diversion Upgrade Design & Permitting	04/06/22	10,019.07	48764	04/27/22
Total 3261:					10,019.07		
3268							
3268	Rock Solid Sand & Gravel LLC	3269	Sand for Marina	03/25/22	2,444.76	48672	04/06/22
		3380	Sand for Marina	04/14/22	3,535.90	48777	04/27/22
		3417	Sand for Marina	04/22/22	1,124.66	48777	04/27/22
Total 3268:					7,105.32		
3280							
3280	Culligan Wtr Cond. of Kennewick	0606.03.18.2	Police Water Delivery	03/18/22	31.00	48621	04/06/22
		0622.03.18.2	Marina Water Delivery	03/18/22	9.25	48621	04/06/22
		119491	Police Water Delivery	04/18/22	60.00	48749	04/27/22
		119492	Marina Water Delivery	04/18/22	22.20	48749	04/27/22
Total 3280:					122.45		
3304							
3304	Big River Mens Club	03.17.2022-0	Men's Club Payments 03.17.2022-04.01.2022	04/04/22	2,068.00	48606	04/06/22
Total 3304:					2,068.00		
3308							
3308	Merrifield, Michael	337LINCOLN	Utility Refund	03/25/22	100.00	48651	04/06/22
Total 3308:					100.00		
3309							
3309	Portland Party Works	CONTRACT#	programming-inflatables	03/29/22	2,303.54	48665	04/06/22
		CONTRACT#	programming-inflatables	03/29/22	1,197.50	48665	04/06/22
Total 3309:					3,501.04		
3310							
3310	PUDDER, JAMES	E13SLIPREL	Slip Release E-13	03/26/22	28.75	48667	04/06/22
Total 3310:					28.75		
3311							
3311	Association of Idaho Cities	11153	Parks and Rec Director	03/29/22	25.00	48603	04/06/22

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3311:					25.00		
3312							
3312	Wolfe, Gail	220387	Overpayment-220387	04/01/22	100.00	48693	04/06/22
Total 3312:					100.00		
3313							
3313	Aries Transport LLC.	REINIERCA	Overpayment-Reinier Cardentey-220197	04/01/22	215.00	48602	04/06/22
Total 3313:					215.00		
3314							
3314	Martinez, Debbie	220452	Overpayment-Westley Ramirez 220452	04/21/22	225.00	48766	04/27/22
		WESTLEY22	Overpayment-Westley Ramirez 220452	04/01/22	215.00	48650	04/06/22
Total 3314:					440.00		
3315							
3315	Exford, David	173362	Overpayment 220432	04/01/22	6.75	48628	04/06/22
Total 3315:					6.75		
3316							
3316	Ambrose, Jeremy	211290AMB	Overpayment 211290	04/01/22	100.00	48601	04/06/22
Total 3316:					100.00		
3317							
3317	Mullisi, Sotir	220167MULL	Overpayment 220167	04/01/22	75.00	48653	04/06/22
Total 3317:					75.00		
3318							
3318	Strait, George Ronald	220213	Overpayment 220213	04/01/22	135.00	48680	04/06/22
Total 3318:					135.00		
3319							
3319	Rosales, Eugenio	220488	Overpayment 220488	04/01/22	150.00	48673	04/06/22
Total 3319:					150.00		
3320							
3320	Rapopart, Isaac	212446	Overpayment 212446	04/01/22	10.00	48670	04/06/22
Total 3320:					10.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
3321							
3321	Create Room	D16402	Library	04/01/22	3,116.00	48620	04/06/22
Total 3321:					3,116.00		
3322							
3322	Gary Culp Machine	31578	Greens Mower Repair	03/11/22	100.00	48631	04/06/22
Total 3322:					100.00		
3323							
3323	Cameron, Stacey	SWAINMOT	Tournament Refund	04/04/22	80.00	48609	04/06/22
Total 3323:					80.00		
3324							
3324	Headley, Dan	SWAINMOT	Tournament Refund	04/04/22	240.00	48636	04/06/22
Total 3324:					240.00		
3325							
3325	Owens, Michael	SLIPRELEA	Slip Release E-6	04/05/22	150.00	48660	04/06/22
Total 3325:					150.00		
3326							
3326	Armenta, Giovanni	SWAINTOUR	Refund for Swain Motors Tournament 2022	04/13/22	120.00	48696	04/14/22
Total 3326:					120.00		
3327							
3327	Bright, Jon	SWAINTOUR	Refund for Swain Motors Tournament 2022	04/13/22	140.00	48700	04/14/22
Total 3327:					140.00		
3328							
3328	RJ Thomas Mfg. Co. Inc.	247561	Firering for RV Park	11/03/21	5,998.68	48730	04/14/22
Total 3328:					5,998.68		
3329							
3329	Performance Systems Integratio	IN-0002653	Marina Fire Ext.	04/14/22	99.00	48773	04/27/22
Total 3329:					99.00		
3330							
3330	Hudson, Travis	162COLUMB	Utility Refund 162 Columbia FLVD.	04/25/22	149.01	48757	04/27/22
Total 3330:					149.01		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
3331							
3331	Westwater Research, LLC	29041	Water Right Valuation Services	01/31/22	11,350.00	48788	04/27/22
Total 3331:					<u>11,350.00</u>		
Grand Totals:					<u><u>897,696.72</u></u>		

Report Criteria:
Detail report type printed

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Planning Commission Appointment	Meeting Date: 2022-05-03
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: 0	Fund(s) Name and Number(s): N/A
Amount Budgeted: 0	

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

[Enrique Navarro](#)

Summary Statement:

Mayor Dedrick has reviewed the received the attached application from Enrique Navarro to serve on the Umatilla Planning Commission and recommends Enrique Navarro for appointment.

Consistent with Council Goals:

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

Published on *Umatilla, Oregon* (<https://www.umatilla-city.org>)

[Home](#) > [Committee Appointment Form](#) > [Webform results](#) > Committee Appointment Form

Submission information

Form: [Committee Appointment Form](#) [1]
Submitted by Visitor (not verified)
Wed, 04/13/2022 - 9:50pm
172.58.43.60

Full Name

Enrique Navarro

Please indicate which category you are seeking

Appointment

Which committees are you interested in?

Planning Commission

How long have you lived in Umatilla?

3 years

List any additional qualifications

I'm a bilingual and tri cultural member of this community, ready and willing to serve the same. With new and fresh Ideas that will help our beautiful town to grow and be up to date in technology and infrastructure, willing to work with other to bring the community together, and show them the endless possibilities this beautiful place has to offer. To all of us? As well as the new comers and visitors.

Address

Phone Number

Email

Source URL: <https://www.umatilla-city.org/node/2001/submission/5830>

Links

[1] <https://www.umatilla-city.org/bc/webform/committee-appointment-form>

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Planning Commission Vacancy	Meeting Date: 2022-05-03
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: 0	Fund(s) Name and Number(s): N/A
Amount Budgeted: 0	

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

Attachments to Agenda Packet Item:

Summary Statement:

Hilda Martinez has submitted her resignation to the Planning Commission.
Staff recommends acceptance of her resignation and to declare the position vacant.

Consistent with Council Goals:

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

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Library Advisory Committee Appointment	Meeting Date: 2022-05-03
--	------------------------------------

Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: 0	Fund(s) Name and Number(s): N/A
Amount Budgeted: 0	

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

[Isaiah Gonzalez.pdf](#)

Summary Statement: Mayor Dedrick has reviewed the received the attached application from Isaiah Gonzalez to serve on the Umatilla Library Advisory Committee and recommends appointment.
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Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.



City of Umatilla

700 6th Street, PO Box 130, Umatilla, OR 97882
City Hall (541) 922-3226 Fax (541) 922-5758

COMMITTEE APPOINTMENT FORM FORMULARIO DE NOMBRAMIENTO DEL COMITÉ

Mayor and Council:
Alcalde y Concejo:

I, Isaiah M. Gonzalez, request a(n) appointment re-appointment (check one) to:
Yo, _____, solicito un nombramiento reelección (marque uno) al:

<input type="checkbox"/> Planning Commission Comisión de Planificación	<input checked="" type="checkbox"/> Library Board Junta de la Biblioteca
<input type="checkbox"/> Budget Committee Comité de Presupuesto	<input type="checkbox"/> Transient Room Tax Committee Comité de Impuestos de Habitación Transitorios
<input type="checkbox"/> Parks & Recreation Committee Comité de Parques y Recreación	<input type="checkbox"/> Tree Board Committee Comité de la Junta del Árbol
<input type="checkbox"/> Code Enforcement Board Junta de Cumplimiento del Código	<input type="checkbox"/> City Council Concejo Municipal

I have lived in Umatilla for 4 years. Additional qualifications:
Yo, he vivido en Umatilla por _____ años. Calificaciones adicionales:

Applying for teen representative of the Library Advisory Board.

Address: _____ Domicilio: _____	Phone Number: _____ Numero de Telefono: _____
	Email Address: _____

 Signature/Firma	Dirección de Correo Electronico	4/5/22 Date/Fecha
--	---------------------------------------	----------------------

Committee Descriptions:

Descripciones del los Comités:

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

Comisión de Planificación - 7 miembros, no mas de 2 de los cuales no serán residentes de la Ciudad que residan dentro del área de crecimiento urbano, el administrador de la ciudad y el director de obras públicas como miembros ex officio. La Comisión es responsable de la administración del Código de Uso de la Tierra. La Comisión podrá: recomendar y hacer sugerencias al ayuntamiento y a todas las demás autoridades públicas sobre el trazado, ensanchamiento, ampliación, estacionamiento y ubicación de calles, aceras y bulevares, alivio de congestiones de tránsito, mejoramiento de las condiciones de vivienda y saneamiento, y establecimiento de zonas de distritos limitando el uso, altura, área y volumen de edificios y estructuras. Para obtener más información, consulte el Título 2, Capítulo 1, Sección 7 del libro de códigos de la Ciudad de Umatilla.

Library Board - 5 resident voters within the urban growth boundary of the City, the City Manager, Mayor, and Librarian may serve on the board as ex officio members. The Board may: make recommendations to the Librarian, and when appropriate, to the City Manager, Mayor and Council, on all matters pertaining to the planning, acquisition, development, and management of the Library.

Junta de la Biblioteca: 5 votantes residentes dentro del límite de crecimiento urbano de la Ciudad, el administrador municipal, el alcalde y el bibliotecario/a pueden formar parte de la junta como miembros ex officio. La Junta puede: hacer recomendaciones al Bibliotecario/a, y cuando sea apropiado, al Administrador de la Ciudad, Alcalde y al Concejo, sobre todos los asuntos relacionados con la planificación, adquisición, desarrollo y administración de la Biblioteca.

Budget Committee – 7 member committee appointed by the City Council for three-year terms. Meets in March, along with the Mayor and City Council members, for an informal workshop discussing the budget climate, proposed projects and an overall status of each major fund. The committee meets again in April to hear the Budget Message and reviews the proposed budget before it is formally approved. The members develop a clear understanding of the operations/services provided and the budget submittal. Specific recommendations on policy and funding issues are discussed in an effort to provide the City Council with the citizen’s perspective of the proposed budget.

Comité de Presupuesto - Comité de 7 miembros designado por el Concejo Municipal por periodos de tres años. Se reúne en marzo, junto con el alcalde y los miembros del Concejo Municipal, para una reunión informal en el que se discute el clima presupuestario, los proyectos propuestos y el estado general de cada fondo principal. El comité se reúne nuevamente en abril para escuchar el Mensaje del Presupuesto y revisa el presupuesto propuesto antes de su aprobación formal. Los miembros desarrollan una comprensión clara de las operaciones / servicios proporcionados y la

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: National Police Week and Peace Officers' Memorial Day	Meeting Date: 2022-05-03
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Department: Police	Director: Darla Huxel	Contact Person: Darla Huxel	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

[Proclamation National Police Week 2022.docx](#)

Summary Statement: Discussion.
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Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
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Proclamation

National Police Week and Peace Officers' Memorial Day

Whereas, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

Whereas, the members of the Umatilla Police Department play an essential role in safeguarding the rights and freedoms of the City of Umatilla; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the Umatilla Police Department unceasingly provide a vital public service;

Now, therefore, I, Mary Dedrick, Mayor of the City of Umatilla, call upon all citizens to observe the week of May 15 – 21, 2022, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Umatilla to observe May 15, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Mayor Mary Dedrick

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Lewis Street Vacation SV-1-22	Meeting Date: 2022-05-03
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Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

[SV-1-22 City of Umatilla Report and Recommendation.docx](#)

[Notice Map.pdf](#)

[Right-of-way Exhibit.pdf](#)

Summary Statement:

The applicant in this matter, City of Umatilla, seeks approval of a street vacation for an abandoned ROW in the McNary area. The Planning Commission held a public hearing and made a recommendation of approval to City Council at their April 26th, 2022 meeting. A sample motion is provided below.

I move to approve Lewis Street Vacation SV-1-22 and adopt the staff report as the Council's findings.

Consistent with Council Goals:

N/A



City of Umatilla Planning Commission
REPORT AND RECOMMENDATION
for
STREET VACATION SV-1-22

DATE OF HEARING: April 26, 2022

REPORT PREPARED BY: Jacob Foutz, Senior
Planner

I. GENERAL INFORMATION AND FACTS

Applicant: City of Umatilla
P.O Box 130
Umatilla, Oregon 97882

Type of Review: Petition for Street Vacation of Public Street

Area Requested for Vacation: South of current physical configuration of Lewis street, west of Willamette street.

Adjacent Land Use(s): Surrounding Land Use is MC McNary Center Mixed use, with lifeways to the north.

II. NATURE OF REQUEST/APPLICABLE STATE REGULATIONS; COMPREHENSIVE PLAN AND ZONING ORDINANCE PROVISIONS

The applicant in this matter, City of Umatilla, seek approval of a street vacation for an abandoned portion of Lewis Street. Due to the fact that the City of Umatilla does not have review standards or procedures adopted as part of its municipal code, the City must follow the requirements under ORS chapter 271 for considering a request to vacate a street or public way. To the extent that any Comprehensive Plan policies or provisions apply to the request, such as the street being identified as a necessary component of the transportation system plan, such factors must be considered when deciding whether to approve or deny the request. Under ORS chapter 271, approval or denial of a request for a street vacation is not a land use decision and cannot be appealed as such. However, pursuant to ORS 271.130(4) any property owner affected by a decision approving a vacation may appeal the City's decision to circuit court.

III. Analysis

ORS Chapter 217

ORS Chapter 271 addresses the requirements and procedures for any person seeking to vacate a street and the review standards on which a decision to approve or deny a request must be based. The criteria applicable to this request are shown in underlined text and the responses are shown in standard text. All of the following criteria must be satisfied in order for this request to be approved.

ORS 271.130 Vacation on city governing body's own motion

The city governing body may initiate vacation proceedings authorized by ORS 271.080 (Vacation in incorporated cities) and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110 (Notice of hearing), but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080 (Vacation in incorporated cities), object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases.

Findings: This street vacation has been initiated by the City of Umatilla to correct the ROW to the current layout of Lewis Street. Notice has been given as directed in ORS 271.110.

Conclusion: The street vacation of a portion of Lewis Street has been initiated by the City and has been noticed correctly according to ORS 271.110.

ORS 271.110 Notice of hearing.

- (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two

consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

- (2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.
- (3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor.

Findings: The City's official newspaper for providing public notice is the East Oregonian. The City published a notice of the application for the proposed street vacation in the East Oregonian on April 12, 2022 and April 19, 2022. On April 11, 2022, the City posted a public notice of street vacation signs at each end of the area proposed to be vacated. The initial hearing before the City Planning Commission will be held on April 26, 2022.

Conclusion: The City published in the East Oregonian notice of the proposed street vacation once each week for two consecutive weeks prior to the hearing and posted public notice of street vacation signs at each end of the area proposed to be vacated.

ORS 271.120 Hearing; determination

At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

Findings: The required public notice requirements were addressed and found to be met. In order to complete review of this provision, the City must decide whether the "public interest will be prejudiced by the vacation" if approved, and whether any reservations are necessary to protect the public interest.

Conclusion: Based on the current configuration of Lewis street it was determined some time ago that the best location for Lewis was to the north of the portion proposed to be vacated. The portion that has been proposed to be vacated has been abandoned not used for ROW for

many years, and it is in the public interest to vacate the unused portion and dedicate the portion of Lewis that is currently being used as ROW.

B. City of Umatilla Comprehensive Plan

To the extent that any Comprehensive Plan policies, transportation system plans or other plan provisions apply to the area proposed for vacation, the City must give consideration to those in determining whether the public interest will be prejudiced or whether any reservations are necessary.

Findings: City staff reviewed the pertinent portions of the Comprehensive Plan; no portions of the plan will be adversely affected.

Conclusion: No Comprehensive Plan or implementing provisions of the Plan will be adversely affected by approving the vacation of the abandoned and unused portion of Lewis street.

IV. SUMMARY AND RECOMMENDATION

The applicant, City of Umatilla, has met the procedural requirements for their request to vacate an abandoned and unused portion of Lewis Street. In addition, the City finds the area proposed to be vacated is not needed by the public.

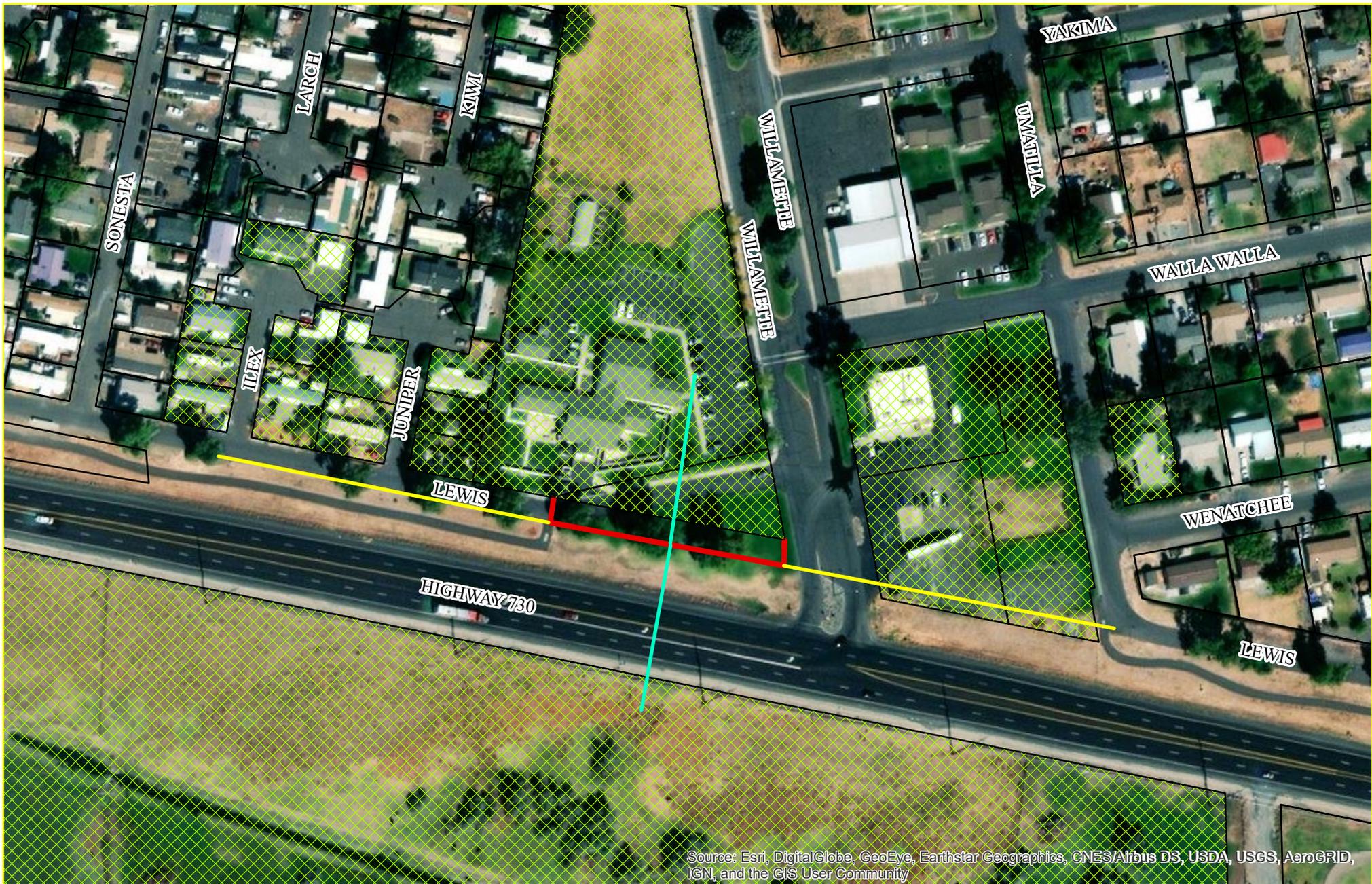
Therefore, based on the information in Sections I and II of this report, and the applicable State and City regulations, findings of fact and conclusions contained in Section III, the Umatilla City Planning Commission recommends approval of this request, SV-1-22, to vacate a portion of Lewis Street subject to the conditions under Section V of this report.

V. CONDITIONS OF APPROVAL

1. The applicants shall have one year from the date of this approval to complete all subsequent requirements for recording the ordinance adopted by the City Council that is necessary to give legal effect to the street vacation.
2. Failure to comply with all conditions of approval contained in Section V of this report will result in nullification of the approval granted herein.

VI. EXHIBITS

Exhibit A – Map showing area of street proposed to be vacated.

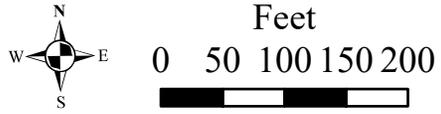


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SV-1-22 CITY OF UMATILLA STREET VACATION

Legend

- Required 400 Feet
- Required 200 Feet
- Real properties Affected
- Portion of ROW proposed for vacation
- Tax Lots (9/28/21)



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 Jacob Foutz, on 4/4/2022

MCNARY MOBILE MANOR
TRACT C-3 (S-120-B)
5N2816AD - 6200

CITY OF UMATILLA
DEED No. 117931
R.135, PAGE 873
5N2816AD - 6300



CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: First Reading of Ordinance No. 855- AN ORDINANCE TO AMEND THE CITY OF UMATILLA COMPREHENSIVE PLAN AND ZONING MAP BY CHANGING THE PLAN DESIGNATION OF SEVEN TAX LOTS TO MEDIUM-DENSITY RESIDENTIAL (R-2).	Meeting Date: 2022-05-03
--	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

Summary Statement: The Council approved Golf Course Rezone Plan Amendment PA-1-22 at their April 5, 2022, council meeting. Ordinance 855 will implement Golf Course Rezone Plan Amendment PA-1-22 amending the Comprehensive Plan and map adding tax lots 200, 300, 400, 500, 600, and 800 on assessors map 5N2814B and tax lot 2600 on Assessors map 5N2811 as zoned Medium-Density Residential . Staff recommends a motion for a first reading by title only of Ordinance No. 855.
--

Consistent with Council Goals: N/A
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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Adoption of Ordinance No. 855 - AN ORDINANCE TO AMEND THE CITY OF UMATILLA COMPREHENSIVE PLAN AND ZONING MAP BY CHANGING THE PLAN DESIGNATION OF SEVEN TAX LOTS TO MEDIUM-DENSITY RESIDENTIAL (R-2).	Meeting Date: 2022-05-03
--	------------------------------------

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:

[ORD 855.docx](#)

[PA-1-22 City Council Decision.docx](#)

[Vicinity Map.pdf](#)

<u>Summary Statement:</u> The Council approved Golf Course Rezone Plan Amendment PA-1-22 at their April 5, 2022, council meeting. Ordinance 855 will implement Golf Course Rezone Plan Amendment PA-1-22 amending the Comprehensive Plan and map adding tax lots 200, 300, 400, 500, 600, and 800 on assessors map 5N2814B and tax lot 2600 on Assessors map 5N2811 as zoned Medium-Density Residential . Staff recommends a motion to approve Ordinance No. 855.

<u>Consistent with Council Goals:</u> Goal 2: Promote Economic Development and Job Growth.
--

ORDINANCE NO. 855

AN ORDINANCE TO AMEND THE CITY OF UMATILLA COMPREHENSIVE PLAN AND ZONING MAP BY CHANGING THE PLAN DESIGNATION OF SEVEN TAX LOTS TO MEDIUM-DENSITY RESIDENTIAL (R-2).

WHEREAS, The City of Umatilla made an application for a plan amendment/zone change to change the plan designation of Seven Tax lots of property in the Single-Family Residential (R-1) to Medium-Density Residential (R-2); 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 a public hearing on March 22, 2022 to consider Plan Amendment request (PA-1-22) and subsequently recommended approval of the request to the City Council; and

WHEREAS, the Umatilla City Council conducted a public hearing on April 5, 2022 to consider the Planning Commission’s recommendation for application PA-1-22 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-1-22

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 *City of Umatilla Planning Commission Report and Recommendation for Plan Amendment PA-1-22*.

Section 2. Comprehensive Plan and Zoning Map Amendment. The Comprehensive Plan and Zoning Map designation for the 7 tax lot properties, as shown in Exhibit A attached to his Ordinance, is amended to reflect the City of Umatilla’s Medium-Density Residential (R-2) zone.

Section 3. Setting the final boundaries. The final boundaries of the Property hereby rezoned are legally described as follows:

(Commonly known as Tax Lots 200, 300, 400, 500, 600 and 800 on Assessors Map 5N2814B, and Tax Lot 2600 on Assessors Map 5N2811)

Lot 1 of PARTITION PLAT NO. 2000-19 (Instrument No. 2000-3690412 Office of County Records) located in Sections 11 and 14 of Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon

Lot 2 of PARTITION PLAT NO. 2000-19 (Instrument No. 2000-3690412 Office of County Records) located in Sections 11 and 14 of Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon

Lot 3 of PARTITION PLAT NO. 2000-19 (Instrument No. 2000-3690412 Office of County Records) located in Sections 11 and 14 of Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon

Lot 4 of PARTITION PLAT NO. 2000-19 (Instrument No. 2000-3690412 Office of County Records) located in Sections 11 and 14 of Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon

Lot 5 of PARTITION PLAT NO. 2000-19 (Instrument No. 2000-3690412 Office of County Records) located in Sections 11 and 14 of Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon

Lot 7 of PARTITION PLAT NO. 2000-19 (Instrument No. 2000-3690412 Office of County Records) located in Sections 11 and 14 of Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon

Lot 7, PORT TERMINAL SUBDIVISION, recorded October 14, 2011, Instrument No. 2011-5830649, Umatilla County Records, located in the Southeast Quarter of Section 10 and the Southeast Quarter and Southwest Quarter of Section 11, Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon

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 3rd day of May, 2022.

Council members voting yes: _____

Council members voting no: _____

Absent Council members: _____

Abstaining Council members: _____

And **SIGNED** by the Mayor/Council President this 3rd day of May, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



**UMATILLA CITY COUNCIL
REPORT AND DECISION FOR PLAN
AMENDMENT PA-1-22**

DATE OF HEARING: March 22, 2022

REPORT PREPARED BY: Carla McLane,
Planning Consultant

I. GENERAL INFORMATION AND BACKGROUND:

Applicant/Owner: City of Umatilla

Document to be Modified: Combined City of Umatilla Comprehensive Plan and Zoning Map.

Subject Property:

The subject property consists of Tax Lot 2600 of Assessor's Map 5N 28 11 and Tax Lots 200, 300, 400, 500, 600, and 800 of Assessor's Map 5N 28 14B. See attached Vicinity Map.

Current Use of the Property:

The subject property is bare fronting Bud Draper Drive with its western boundary adjacent to the Big River Golf Course. Not a part of this action but also along the western side of Bud Draper Drive is the Aramark facility which was approved by Umatilla County in 2009.

Surrounding Uses:

Within the City of Umatilla, to the west of the subject property, the land is currently zoned for residential use including the Big River Golf Course which also has applied the Community Service as an overlay. To the east the properties both within the Urban Growth Boundary and those within the City Limits are planned and zoned for Industrial use.

Background:

The City of Umatilla is accomplishing work determined necessary in 2014 when the Port of Umatilla and John P. Hammer Properties appealed a City of Umatilla Council decision to the Land Use Board of Appeals (LUBA) denying an application for an industrial activity on property that was both Planned and Zoned for Residential purposes (LUBA NO. 2014-062). In early 2014 application was made for an industrial warehouse that set-in motion an extensive review by then City Planner William Searles of the zoning history of the subject property and other properties in the vicinity. Of specific concern were the properties between the Big River Golf Course and Bud Draper Drive. Based on available maps it appeared that the subject property was zoned Heavy Industrial (M-2).

The Planning Commission and the City Council, working initially from William Searles recommendation and eventually also from Attorney Carrie Richter, denied the request based on a clear history of the property being Planned and Zoned for Residential purposes. As part of the record for the denial Exhibit F is a "Chronology of Findings and Events" in support of Exhibit G

which presents a clear history of Comprehensive Plan and Zoning Map determinations starting in 1972 through the action in 2014. Of note are the following entries from Exhibit F (which is attached in its entirety):

43. On May 27, 1999, and June 3, 1999, the City Planning Commission held a public hearing to consider a proposed single Comprehensive Plan and Zoning Map as noted in a May 20, 1999 memorandum from planning consultant Leslie Hauer to the planning commission. The map attached to Ms. Hauer's memo was prepared by KCM, Inc., and appears to be based on the draft map prepared by Tenneson Engineering in 1992 (see finding #33). This map shows the subject (Port) property adjacent to the golf course as being planned R-1 Single-family residential. The map appears to be, in part, the City's attempt to address that part of the Periodic Review work plan that identified the conflict areas between the City comp plan map and the County's zoning in the UGA (see finding #37).
44. On June 15, 1999, the Umatilla City Council passed Ordinance No. 689 which adopted the combined Comprehensive Plan Map and Zoning Map prepared by KCM, Inc., as recommended by the Planning Commission. This map shows the subject (Port) property between the golf course and Draper Road as being planned R-1 Single-Family Residential.
52. From paid invoice reports to the City Council during 2004 and early 2005, it appears the City, acting administratively, and not through the Planning Commission or City Council, hired a firm call SCM Consultants, Inc. to develop an updated Comprehensive Plan and Zoning Map reflecting the plan and zoning map changes and annexations that had been made up to that time. The result appears to have been a large-scale map and reproducible copies reduced to fit on 11" x 17" size paper. This map was dated December 2004 and labeled as the "Official City and Urban Growth Boundary Comprehensive Plan and City Zoning Map." There is no record in the planning commission or city council agendas or minutes that this map was reviewed and adopted by the City in any official manner. However, this map shows the subject (Port) property between the golf course and Draper Road as being planned Industrial.
59. In October 2012, a request was made by the City to have the County Planning Department update the 2004 zoning map with the zone changes and annexations that had occurred up to that time (based on a thorough review of all the ordinances passed by the city council since the comp plan and zoning map had been adopted by city Ordinance No. 689). The result was the current map we have in the planning office and in the city council chambers. City staff was not aware until recently that there might be a mapping error of the subject (Port) property between the golf course and Draper Road.

Attorney Carrie Richter, on behalf of the City of Umatilla, prepared the Response Brief for Respondent City of Umatilla and set forth compelling arguments in further support of the City's denial of the industrial development. It is unclear if oral arguments occurred but in 2015 the appellants did withdraw their appeals and a land sale was executed transferring property owned by both Hammer Properties and the Port of Umatilla to the City of Umatilla concluding the event. City Council meeting minutes from February 17, 2015, provide the following:

10.3 Ordinance No. 796. It was declared by Councilor Ray that there may be a potential conflict of interest for him because he had business contracts with the Port of Umatilla and also the City of Umatilla, which was acknowledged by Mayor Trott.

It was moved by Councilor Lougee to have a first reading by title only on Ordinance No. 796. The motion was seconded by Councilor TenEyck. Voted 6-0. Motion Carried.

Recorder Sandoval made the first reading for Ordinance No. 796 – AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN LANDS WITHIN THE PORT OF UMATILLA INDUSTRIAL PARK. Mayor Trott requested Manager Ward for a staff report on the issue. Manager Ward stated that it had nearly been a year since the zoning issue with the lands on Draper Subdivision and the Port of Umatilla first came to light officially with the Port of Umatilla and the City of Umatilla. The road has been winding and very rocky to get to the point at which they were at the current meeting. There was actually an agreement to resolve the dispute, to null and withdraw the appeals to LUBA. The terms of the agreement had been condensed to into a purchase and sale agreement, whereby the City of Umatilla would purchase all the affected properties within the Draper Subdivision, with the exception of one lot, that was currently occupied by Aramark. The lot is currently owned by Hammer Properties, but was not included in annexation in 2010 with the rest of the Draper Subdivision. The City would also be acquiring a 3.1-acre parcel at the northeast corner of the golf course, the northwest end of Bud Draper Road. The terms of the agreement were that the City would pay Hammer Properties \$40,000.00 for their lot, plus \$3,687.00 in attorney fees. The rest of the properties the City would purchase from the Port of Umatilla for \$176,00.00 in four installments of \$44,000.00 with the first payment starting at the closing of these documents to Hammer Properties. The first payment to the Port would be in July of 2015 which gets us into the next budget year. In exchange, the Port and Hammer Properties would withdraw their appeals of the decision on site plan application presented to the Planning Commission from LUBA and the City of Umatilla would withdraw the site plan division decision on that property. Basically, we were back to where we started. There was an issue with the plan designation with the County now, as opposed to the City. Nonetheless, now was the time to sit back and take a deep breath. The City has no plans with the land, but the City will work collaboratively, with the Port, the adjacent property owners, and together, to determine the future of those properties. Manager Ward believes it is a good decision for the City and will make us partners with the Port. He encourages the Council to vote in favor of this Ordinance.

Mayor Trott recognized Councilor TenEyck for getting things on track on his own personal accord, for his tenacity and caring, and seeing things through. He also recognized Joe Farnell who is the CEO for Oregon Telecom, and the facilitator-mediator extraordinaire and who has helped the entire group through the negotiations. He recognized and thanked the City Manager, Bob Ward, for his leadership, patience, and seemingly valid integrity for never giving up.

Mayor Trott asked the audience if there were any further comments on Ordinance No. 796. Seeing none, he closed public hearing for Ordinance No. 796.

Manager Ward announced that there was a revised Escrow Agreement for the Port of Umatilla, but it was not material to the Ordinance itself.

Councilor Dedrick questioned where the money was coming from. Manager Ward responded by stating that the initial payment would be a loan from the River Front Development Project, to the City that we will pay that back. The additional monies will be budgeted for in the next four budgets and the City will see, as we go through the budget process, where the revenue sources for those additional funds would come from. Councilor Fenton moved to approve Ordinance No. 796. Councilor Dedrick seconded the motion. Voted 6-0. Motion Carried.

Based on this history the City of Umatilla is now undertaking a planning process to confirm the Comprehensive Plan and Map designation of Residential and Amend the zoning designation, changing it from Single-Family Residential (R-1), the zoning based on the history, or Heavy Industrial (M-2), the zoning identified on various maps, to Medium Density Residential (R-2).

II. NATURE OF REQUEST:

Confirm the City of Umatilla Comprehensive Plan designation of Residential and Apply the Medium Density Residential (R-2) Use Zone to the subject property, effecting a change to the zoning.

Intended Outcomes of Application Process:

To settle both the Comprehensive Plan and Zoning designation of the subject property which lies between the Big River Golf Course and Bud Draper Drive achieving a combined Comprehensive Plan and Zoning Designation of Residential/Medium Density Residential (R-2).

The reasoning for applying the Medium Density Residential (R-2) use zone is to maximize the residential development opportunities, to allow for more density, and to allow for a broader mix of residential types. The minimum lot size is smaller in the R-2 zone by 3,000 square feet and it allows for single-family detached and attached residences as well as two-family and multi-family housing at moderate density. It is the most flexible of the three residential use zones allowed in the City of Umatilla.

Proposed Comprehensive Plan and Zoning Map Designations:

Combined Comprehensive Plan and Zoning Designation of Residential/Medium Density Residential (R-2).

III. REQUIRED REVIEW AND ANALYSIS:

The City of Umatilla Zoning Ordinance Title 10 Zoning Chapter 14 Administrative Provisions, specifically 10-14-2, states that the City will employ the steps for a Type IV decision for a change in zoning. Chapter 14, specifically 10-14-4, outlines the procedures that need to be followed and are listed next with responses. The requirements found in Chapter 13 also follow with responses. To address Transportation Impacts Chapter 11 Supplementary Provisions will

also be addressed. The rezone application form poses several questions that are addressed. The analysis concludes with a review of the 14 Statewide Planning Goals. The requirements are shown in underlined type with responses in regular type.

City of Umatilla Title 10 Zoning Chapter 14 Administrative Provisions Section 10-14-4: APPLICATION provides the following requirements.

A permit application may only be initiated by the record property owner or contract purchaser, the City Council, or the Planning Commission. The City will not accept an application without the signed authorization from all record owners.

Response: This action is being initiated by the City and the City is the property owner.

Conclusion: The City has a signed application on file.

A. All permit applications shall be submitted on a form provided by the City, along with all necessary supporting documentation and information sufficient to demonstrate compliance with all applicable approval criteria and standards, and the appropriate fee. The applicant has the burden of demonstrating, with evidence, that all approval criteria and standards are, or can be, met.

Response: This action is being initiated by the City and the City is the property owner. The staff report demonstrates compliance with the various factors and includes maps of the subject property.

Conclusion: The City has shown compliance with the various factors as is demonstrated in this Report and Recommendation with attachments.

B. A complete application includes all the materials listed in this Section and any specific information requested for a particular permit. The City Administrator may waive the submission of any of the materials if not deemed to be applicable to the specific review sought. Likewise, within thirty (30) days of submission of the application, the City Administrator may require additional information beyond that listed in this subsection, such as a traffic report or other study prepared by an appropriate expert. The applicant is responsible for the completeness and accuracy of the application and all supporting documentation.

Response: This action is being initiated by the City and the City is the property owner. Specific development information such as a Traffic Impact Study or utility review would be appropriate at the time an application for a subdivision or development would be submitted.

Conclusion: It has been determined that the information needed to review this request is available.

1. A completed City application form that includes:

- a. An accurate legal description, tax account number(s), map number, and street location of all properties that are the subject of the application.
- b. Name, address, telephone number, and authorized signature(s) of all record property owners or contract owners, and the name, address, and telephone number of the applicant, if different from the property owner(s).

Response: This action is being initiated by the City and the City is the property owner.

Conclusion: This information is known and has been confirmed by City staff.

2. A complete list of all City permit approvals sought by the applicant in this application.

Response: The City is seeking a change in zoning of the subject property, with this application confirming the Comprehensive Plan designation of Residential and applying a Zoning designation of Medium Density Residential (R-2), a change from Single-Family Residential (R-1). No specific developments are proposed at this time.

Conclusion: The request is appropriate to the desired outcome of establishing a clear Comprehensive Plan and Zoning designation.

3. A complete and detailed narrative describing the proposed development, existing site conditions, public facilities and services, natural features including wetlands and steep slopes, a discussion of the approval criteria and standards for all permits explaining how the criteria and standards are, or can be, met, and any other information indicated by the City at the pre-application conference as being required.

Response: No specific development is proposed at this time. This action is in response to a 2014 LUBA action and is intended to confirm the Comprehensive Plan designation of Residential and apply the Medium Density Residential (R-2) to the subject property. City and other public services are available in the vicinity both from the residential area to the west and the industrial area to the east. The land is flat with native vegetation. No known Goal 5 resources are in the vicinity which is planned and zoned for residential uses to the west and industrial uses to the east.

Conclusion: The Report and Recommendation serve as the necessary narrative.

4. A site plan or plans and a vicinity map, drawn to scale. The site plan shall include at least the following features, along with any other information necessary to understand the proposal:

- a. Dimensions of the site and all structures, existing and proposed.
- b. Existing conditions, including topography and any other physical features such as vegetation, wetlands, watercourses, slopes, etc.
- c. Rights of way abutting the site, whether public or private, and access to the site.
- d. Locations and sizes of all public utilities, existing and proposed, on and in the vicinity of the site.
- e. Locations, dimensions, and purposes of all recorded easements.
- f. Size of areas (in square feet) and percentages of the total site area devoted to structures, parking, landscaping, open space, dedication of right of way, and any other proposed feature.
- g. Proposed landscaping plan, including size, species, and location of plants or other elements.
- h. Parking plan.
- i. Detail of screening and fencing.
- j. Exterior lighting, including location, type, height, and areas of illumination.
- k. Service areas for trash collection, mail delivery, etc.

Response: There is no proposed development with this request for a change in zoning. Future development components are difficult to locate with certainty. Those features would be evaluated under the Medium Density Residential (R-2) zoning at the time of development. A future subdivision application, review, and approval would clarify future road network connections and layout of potential residential lots. Elements such as landscaping, parking, fencing, outdoor lighting, and trash and mail collection and delivery would be regulated at the time of residential development. As a means to understand what potential development could look like there is attached to this Decision and Recommendation a DRAFT rendering of an expanded Hash Park that includes new residential development adjacent to the current Hash Park and much of the area proposed for this change in zoning.

Conclusion: Final design considerations will be reviewed as part of a future development application, review, and approval on part or all of the property considered as part of this process.

5. The applicant shall provide the City with up to twenty (20) copies of all reports, plans, site plans, and other documents required by this Section. The number of copies will be determined at the pre-application conference. One copy of all plans and maps reduced to eight and one-half inches by eleven inches (8 1/2" x 11") or eleven inches by seventeen inches (11" x 17"), and suitable for reproduction.

Response: This action is being initiated by the City and the City is also the landowner.

Conclusion: The City is the applicant and landowner.

6. All required application fees.

Response: This action is being initiated by the City and the City is the landowner.

Conclusion: The City is the applicant and landowner.

City of Umatilla Title 10 Zoning Chapter 13 Other Permits and Actions Section 10-14-4: AMENDMENTS TO THE ZONING TEXT OR MAP provides the following requirements.
A. Type IV Procedure: Amendments to the zoning title text or Official Map are considered a Type IV procedure. A Map change may be legislative or quasi-judicial, depending on the number of properties and area involved. A text change is always a legislative decision.

Response: This action is being initiated by the City with the City also being the landowner. Two public hearings will be required, one before the Planning Commission with the final public hearing before the City Council. While a single owner action there are multiple properties making this a legislative action.

Conclusion: The City is the applicant and the landowner. At least two public hearings are planned with the first on March 22, 2022, before the Planning Commission.

B. Initiation of Application: An application may be initiated by a property owner or authorized agent, the Planning Commission, or the City Council.

Response: This action is initiated by the City who is also the property owner.

Conclusion: The City is the applicant and landowner. This process was initiated by City staff based on the requirements of the settlement from 2015.

C. Narrative, Identification Required: An application shall include a narrative that demonstrates compliance with the approval criteria and a site and vicinity map identifying the property and adjacent properties.

Response: The City, through its contract planner, drafted an application narrative.

Conclusion: The City deemed the application narrative to be complete and to meet this standard.

D. Approval Criteria: An amendment to this Title or Official Map shall comply with the following criteria:

1. The proposed designation is consistent with and supports the purposes of the portions of the City's Comprehensive Plan not proposed for amendment, or circumstances have changed to justify a change in the Comprehensive Plan.

Response: No change is proposed to the Comprehensive Plan or Plan Map designation of Residential. The Zoning of the subject property is proposed for a change from Single-Family Residential (R-1) to Medium Density Residential (R-2). Please see the Background discussion above concerning the current Plan and Zoning designations. The desired intent is to settle the conflict identified in 2014 which resulted in the LUBA appeal discussed above and the purchase of the subject property by the City.

Conclusion: The Combined Comprehensive Plan and Zoning Designation will be Residential/Medium Density Residential (R-2).

2. The proposed change will not affect the land supply for the existing zoning designation as related to projected need for the particular land use.

Response: The subject property has had continued confusion about its zoning that has continued even from 2014 as the more recently adopted Economic Opportunities Analysis concluded in 2018 and adopted in 2021 shows the subject property with Heavy Industrial (M-2) zoning clouding the inventory of the land appropriately as available for residential purposes. This is also the case with the Housing inventory from the same time. This will add to the Residential inventory and subtract from the Industrial inventory but not significant numbers in either case as the acreage being considered is approximately 20-acres.

Conclusion: As this action affects approximately 20-acres no significant change is anticipated to either the Housing or Industrial Lands inventories. Accomplishing this action will provide clarity of zoning when future buildable lands inventories are conducted.

3. The proposed designation will not negatively impact existing or planned public facilities and services.

Response: City and other public services are available in the vicinity of the subject property with services currently available to the residential uses to the west and the industrial uses to the east. Power and other public services are available along Bud Draper Drive and Riverside Avenue. A future application for a subdivision or development on the subject property will define where those various public services will come from.

Conclusion: Public facilities and services are available adjacent to and in the vicinity of the proposed change of zoning.

4. The site is suitable for the proposed use, considering the topography, adjacent streets, access, size of the site, availability of public facilities, and any other pertinent physical features.

Response: The site is mostly flat with possible road connections to both Bud Draper Drive to the east and Riverside Avenue to the north. The Hash Park DRAFT rendering shows other potential road connections. Public facilities are available from both the east and west.

Conclusion: Streets, roads, access points, and availability of public facilities supports the proposed change in zoning to Medium Density Residential (R-2).

5. Other sites in the City or the vicinity are unsuitable for the proposed use. In other words, ownership and desire to develop a particular use in themselves provide insufficient rationale for changing a zoning designation that does not support the interests of the City as a whole.

Response: This action is initiated by the City who also owns the subject property desiring to finally resolve the confusion that resulted in the 2014 LUBA appeal described above. The City always envisioned the subject property to be used for residential purposes and this action accomplishes that.

Conclusion: This action eliminates confusion that was brought to light in 2014 resulting in a LUBA appeal that was later withdrawn based on an understanding the City would confirm the properties Comprehensive Plan and Zoning designations. This action accomplishes that.

City of Umatilla Title 10 Zoning Ordinance Chapter 11 Supplementary Provisions
10-11-10: TRAFFIC IMPACT ANALYSIS (TIA)

A. Purpose: The purpose of this section of the code is to implement Section 660-012-0045(2)(e) of the State Transportation Planning Rule that requires the City to adopt a process to apply conditions to specified land use proposals in order to minimize adverse impacts to and protect transportation facilities. This section establishes the standards for when a proposal must be reviewed for potential traffic impacts; when a Traffic Impact Analysis must be submitted with an application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; what must be in a Traffic Impact Analysis; and who is qualified to prepare the analysis.

Response: This action seeks to confirm the Comprehensive Plan designation of Residential and change the zoning from Single-Family Residential (R-1) to Medium Density Residential (R-2). No changes to transportation impacts are anticipated so no Traffic Impact Analysis was required. At the time of development specific traffic improvements will be reviewed and approved.

Conclusion: As the underlying Residential designation is not changing no Traffic Impact Analysis was required.

B. Applicability: A Traffic Impact Analysis shall be required to be submitted to the City with a land use application, when the following conditions apply:

1. The application involves one or more of the following actions:
 - a. A change in zoning or plan amendment designation; or
 - b. The proposal is projected to cause one or more of the following effects, which can be determined by field counts, site observation, traffic impact analysis or study, field measurements, crash history, Institute of Transportation Engineers Trip Generation manual; and information and studies provided by the local reviewing jurisdiction and/or ODOT:
 - 1) An increase in site traffic volume generation by 250 Average Daily Trips (ADT) or more (or as required by the City Engineer). The latest edition of the Trip Generation manual, published by the Institute of Transportation Engineers (ITE) shall be used as standards by which to gauge average daily vehicle trips; or
 - 2) An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 10 vehicles or more per day; or
 - 3) The location of the access driveway does not meet minimum intersection sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or vehicles queue or hesitate, creating a safety hazard; or
 - 4) The location of the access driveway does not meet the access spacing standard of the roadway on which the driveway is located; or
 - 5) A change in internal traffic patterns that may cause safety problems, such as back up onto the highway or traffic crashes in the approach area.

Response: No change in Comprehensive Plan designation is requested. The change in Zoning designation is from Single-Family Residential (R-1) to Medium Density Residential (R-2) which is not significant when considering traffic impacts. Traffic generation based on that change in zoning will not increase traffic by more than 250 ADT referenced in this section. Nor are large vehicles anticipated to be using the residential streets that would be part of an eventual residential development. Final locations for access or internal streets have not been determined and only assumed in the attached Hash Park concept plan. Final traffic impacts will be assessed as the time an applicant submits a subdivision or other type of development application for the subject property.

Conclusion: A Traffic Impact Analysis will be required as part of any future application for development of the subject property.

C. Traffic Impact Analysis Requirements

1. Preparation. A Traffic Impact Analysis shall be prepared by an Oregon Registered Professional Engineer that is qualified to perform traffic engineering analysis and will be paid for by the applicant.
2. Transportation Planning Rule Compliance. See Section 10-13-3 Amendments to the Zoning Text or Map.
3. Pre-application Conference. The applicant will meet with the Umatilla Public Works Director and Planning Director prior to submitting an application that requires a Traffic Impact Analysis. The City has the discretion to determine the required elements of the TIA and the level of analysis expected. The City shall also consult the Oregon

Department of Transportation (ODOT) on analysis requirements when the site of the proposal is adjacent to or otherwise affects a State roadway.

Response: These requirements would be applicable to any future development application submitted concerning residential development of the subject property.

Conclusion: Traffic impacts will be evaluated when the property is subdivided for residential purposes or another type of application may be submitted for the subject property.

D. Approval Criteria: When a Traffic Impact Analysis is required, approval of the proposal requires satisfaction of the following criteria:

1. Traffic Impact Analysis was prepared by an Oregon Registered Professional Engineer qualified to perform traffic engineering analysis;
2. If the proposed action shall cause a significant effect pursuant to the Transportation Planning Rule, or other traffic hazard or negative impact to a transportation facility, the Traffic Impact Analysis shall include mitigation measures that meet the City's Level-of-Service and/or Volume/Capacity standards and are satisfactory to the City Engineer, and ODOT when applicable; and
3. The proposed site design and traffic and circulation design and facilities, for all transportation modes, including any mitigation measures, are designed to:
 - a. Have the least negative impact on all applicable transportation facilities;
 - b. Accommodate and encourage non-motor vehicular modes of transportation to the extent practicable;
 - c. Make the most efficient use of land and public facilities as practicable;
 - d. Provide the most direct, safe and convenient routes practicable between on-site destinations, and between on-site and off-site destinations; and
 - e. Otherwise comply with applicable requirements of the City of Umatilla Code.

Response: These standards will be applicable to any future development application on the subject property.

Conclusion: These standards will be applied when a subdivision or other development application is submitted for review.

E. Conditions of Approval: The City may deny, approve, or approve a proposal with appropriate conditions.

1. Where the existing transportation system is shown to be impacted by the proposed action, dedication of land for streets, transit facilities, sidewalks, bikeways, paths, or accessways may be required to ensure that the transportation system is adequate to handle the additional burden caused by the proposed action.
2. Where the existing transportation system is shown to be impacted by the proposed action, improvements such as paving, curbing, installation or contribution to traffic signals, construction of sidewalks, bikeways, accessways, paths, or streets that serve the proposed action may be required.

Response: Dedication of future streets and the improvement standards for those streets including sidewalks or other related features will be reviewed at the time of subdivision or other development application.

Conclusion: Future development approvals will address streets, sidewalks, trails or paths, and other transportation improvements appropriate to the development request.

The City of Umatilla Rezone Application poses the following additional questions when a rezone is requested.

Explain why this particular parcel(s) of property should be rezoned as opposed to utilizing existing zoned property for proposed use.

Response: This action is not proposing to change the Residential Comprehensive Plan designation of the property but only change the Zoning designation from Single-Family Residential (R-1) to Medium Density Residential (R-2) (See earlier background discussion). The primary effect of this change in Zoning designation reduces the minimum lot size from 7,000 square feet to 5,000 square feet, allowing for potentially more homes and envisions duplexes and multi-family housing.

Conclusion: This action seeks to confirm the Comprehensive Plan designation of this property and change the Zoning from Single-Family Residential (R-1) to Medium Density Residential (R-2).

What is the land use plan designation for this property on the Comprehensive Plan map?

Response: There have been conflicting maps but based on the work done in 2014 the intended Comprehensive Plan Map designation is Residential. That is not proposed to change.

Conclusion: Residential.

If there is a conflict between the plan map and the desired zone, how can a change be justified?

Response: This action is being undertaken to remove any conflict or confusion as previous maps have erroneously shown the subject property with industrial zoning. The intent was and is residential zoning. The preferred residential use zone is Medium Density Residential (R-2). This is a change in zoning from the Single-Family Residential (R-1) that was identified to be applicable based on the work done by William Searles in 2014.

Conclusion: This action is resolving a conflict that was identified in 2014.

What policies or facts in the Comprehensive Plan and/or Zoning Code relate to use of the property after the zone is changed?

Response: The City of Umatilla Comprehensive Plan Chapter 10 Goal 10: Housing identifies as its goal “to increase the supply of housing commensurate with population growth, and the peoples’ needs.’ This action will, by virtue of the continuing mapping error it seeks to rectify, increase the housing inventory.

The Development Code, specifically Title 10 Zoning, would have several factors that would relate to the use of the subject property after this application is approved and in place. Within the Residential Districts of Chapter 3, the Medium Density Residential (R-2) Uses Permitted and Conditional Uses Permitted lists would define allowable uses; the Development Standards would outline a variety of development criteria and would define density, landscaping, open space requirements, and dimensional standards.

Conclusion: The Comprehensive Plan Chapter 10 Housing and the Development Code Title 10 Zoning would be applicable to future development on the subject property once this rezone is approved.

Explain how the surrounding property is zoned.

Response: The property immediately to the west is the Big River Golf Course which is zoned Medium Density Residential (R-2) with a Community Service overlay with the surrounding properties to the north, west and south zoned for residential purposes. The land to the east is zoned for industrial uses with both City and County zoning applied.

Conclusion: The property to the west is zoned for residential purposes with the property to the east zoned for industrial purposes.

Explain how this same property is used at present.

Response: The property to the west is used for the golf course and residential purposes. There is some neighborhood commercial property further west with a convenience store, newly installed fueling station, a hotel, school, and a neighborhood bar. There are also several community churches. To the east a variety of industrial uses have been sited including an onion storage and processing facility, a pipe manufacturer, and a data center.

Conclusion: The property to the west has a variety of uses allowed and encouraged in a residential use zone. Uses to the east are industrial in nature.

If the zone of your property is changed, explain how any permitted use of that district will be compatible with the surrounding property.

Response: This action is about confirming the residential zoning of the property and changing the residential zoning designation from Single-Family Residential (R-1) to Medium Density Residential (R-2) so compatibility will not change. As some had believed this property to be zoned for Industrial purposes compatibility could be assumed to be different. The Aramark facility which is also along the west side of Bud Draper Drive has the golf course to the west and will have residential uses on both its north and south sides. This business operates predominately during daylight hours and does not have any noxious or concerning emissions. There are homes to both the north and south of this property that are sited across a road or street from the Industrial zoning with no conflicts that have been identified. At the time of development of this property for residential purposes various options should be considered for screening of the property from the Industrial uses to the east.

Conclusion: There are no concerns with compatibility to the west. Industrial uses to the east should be screened from the future residential development.

Have any changes taken place which would make the zone change appropriate now rather than at an earlier date? You may consider such things as development of surrounding properties or similarly zoned property, new streets, sewer or water lines, and so forth. Please explain more fully.

Response: This action is about confirming the Residential designation of the property as discussed above and to apply the Medium Density Residential (R-2) zoning. There have been no other land use actions to cause this application to be made at this time.

Conclusion: This action seeks to clarify the Comprehensive Plan designation of the property and apply the Medium Density Residential (R-2) zoning designation. No other reasons exist for this action currently.

Additional Information to be Furnished by Applicant:

Evidence that applicant is owner or purchaser of the property or has written permission from the owner to file the application.

Response: This action is being initiated by the City who is also the landowner.

Conclusion: The City is the landowner and applicant.

Two copies of plans and specifications, drawn to scale, showing the actual shape and dimensions of the lot to be built upon; the sizes and locations on the lot of existing and proposed structures; the intended use of each structure, the number of families, if any, to be accommodated thereon; the relationship of the property to the surrounding area, the location of any existing highways, streets, easements and public utilities.

Response: A map is included. The subject property is bare. A future subdivision application will more fully define what the future development may look like. There is a rendering from the Parks Master Plan that provides a sense of what a future build out of Hash Park and new residential development could look like.

Conclusion: The rendering of Hash Park that is attached does provide a sense of what a future development might look like.

Analysis of the Statewide Planning Goals 1 through 14 follows.

Goal 1 Citizen Involvement: To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

Response: The City of Umatilla Comprehensive Plan and development codes outline the City's citizen involvement program that includes the activities of the Planning Commission and provides for the public hearing process with its required notice provisions. These notice provisions provide for adjoining and affected property owner notice; notice to interested local, state, and federal agencies; and allows for public comment to the process.

Conclusion: Public notice provisions and public hearings are required and will be held meeting Goal 1.

Goal 2 Planning: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Response: Goal 2 establishes the underlining process that a county or a city needs to utilize when considering changes to their Comprehensive Plans and development codes. The application that the city developed, and this staff report meets those requirements for this request.

Conclusion: The City has applied the requirements of its Development Code to this process.

Goal 3 Agricultural Lands: To preserve and maintain agricultural lands.

Response: Goal 3 requires counties to preserve and maintain agricultural lands for farm uses. Counties must inventory agricultural lands and protect them by adopting exclusive farm use zones consistent with Oregon Revised Statute 215.203 et. seq.

This action is on land within the City Limits with adjoining land to the east within the Urban Growth Boundary. No lands subject to Goal 3 are considered.

Conclusion: No land subject to this action is zoned for agricultural use.

Goal 4 Forest Lands: To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Response: There are no forest lands in the City of Umatilla. The community is, however, a Tree City USA participant, encouraging tree planting to create an urban canopy of trees to provide the many benefits of an urban landscape that includes trees.

Conclusion: No land subject to this action is zoned for forest use.

Goal 5 Open Spaces, Scenic and Historic Areas, and Natural Resources: To protect natural resources and conserve scenic and historic areas and open spaces.

Response: The subject property does not have any overlays or other known cultural or historical sites. There are no mapped wetlands on the subject property nor is it in a designated floodplain or floodway.

Conclusion: There are no known Goal 5 or other natural or historic resources on the subject property.

Goal 6 Air, Water and Land Resources Quality: To maintain and improve the quality of the air, water and land resources of the state.

Response: Goal 6 addresses the quality of air, water, and land resources. In the context of comprehensive plan amendments, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards, including air and water quality standards. The homes that will be built on the subject property would have access to City water and wastewater services providing protections.

Conclusion: Residential development within the city limits will utilize city water and wastewater infrastructure that will be beneficial under Goal 6.

Goal 7 Areas Subject to Natural Hazards and Disasters: To protect people and property from natural hazards.

Response: Goal 7 works to address natural hazards and disasters and through a comprehensive plan amendment process would seek to determine if there are known natural hazards and seek to mitigate any concerns. There are no known natural hazards on the subject property, and it is located significantly above and outside the flood plain for the Columbia River.

Conclusion: There are no known natural hazards on the subject property. It is located outside the Columbia River flood plain.

Goal 8 Recreation Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Response: No recreation components are included in this application. At the time of residential development on the subject property consideration for recreational improvements will be a part of the approval process. The subject property is immediately adjacent to the Big River Golf Course.

Conclusion: Recreation will be considered as part of an application for development of the subject property.

Goal 9 Economy: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Response: Goal 9 requires local governments to adopt comprehensive plans and policies that contribute to a stable and healthy economy. The City of Umatilla has a comprehensive plan that has been acknowledged to comply with Goal 9 and completed an Economic Opportunities Analysis that has recently been adopted. As discussed earlier the errors in mapping of the subject property continued with the Economic Opportunities Analysis as it identifies the property as Industrial with Heavy Industrial Zoning. Work done in 2014 indicates that the zoning should be Single-Family Residential (R-1).

Conclusion: No significant change in land inventory for industrial lands will occur based on this action.

Goal 10 Housing: To provide for the housing needs of citizens of the state.

Response: Goal 10 requires cities to plan for the housing needs of their current and future residents. In 2019 the City of Umatilla accomplished a Housing Needs Analysis to determine the current housing supply and determine what the future needs might be. The confusion related to this property as outlined earlier in this narrative continued with that process having the subject property identified as Industrial. This action will add land to the Residential inventory augmenting the supply.

Conclusion: This action will add to the current inventory of land zoned for residential purposes.

Goal 11 Public Services: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Response: Goal 11 requires local governments to plan and develop a timely, orderly, and efficient arrangement of public facilities and services. The goal provides that urban and rural development be guided and supported by types and levels of services appropriate for, but limited to, the needs and requirements of the area to be served. Public services are available in the vicinity of the subject property both from the residential areas to the west and the industrial area to the east.

Conclusion: The subject property can be served with the needed public infrastructure and services.

Goal 12 Transportation: To provide and encourage a safe, convenient and economic transportation system.

Response: Goal 12 requires local governments to provide and encourage a safe, convenient, and economic transportation system, implemented through the Transportation Planning Rule. This action is not changing the Residential Comprehensive Plan designation proposing only to change the acknowledged zoning from Single-Family Residential (R-1) to Medium Density Residential (R-2). This action does not change the impacts to the transportation network. Final connections to either Bud Draper Drive or Riverside Avenue will be reviewed as part of a subdivision and development application.

Conclusion: The local transportation system can accommodate any future development of the subject property. Residential use generates fewer average daily trips than industrial land resulting in fewer transportation impacts.

Goal 13 Energy: To conserve energy.

Response: Goal 13 directs local jurisdictions to manage and control land and uses developed on the land to maximize the conservation of all forms of energy, based on sound economic principles. Residential development cannot under Oregon law impede the solar development of adjoining property, a consideration at the time of development.

Conclusion: This change in zoning will not have an impact on Goal 13 energy conservation measures.

Goal 14 Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Response: Goal 14 prohibits urban uses on rural lands. To locate urban uses on rural lands, local governments must either expand their urban growth boundaries to add property or take a Goal 14 exception setting forth reasons why urban development should be allowed on rural lands. This application is in support of future residential development on land within the City Limits which is already governed by Goal 14 and is allowed to develop at urban densities. The proposed Medium Density Residential (R-2) is available under the City of Umatilla Development Code with a minimum lot area of 5,000 square feet.

Conclusion: The subject property is eligible for development under Goal 14 as it is within the city limits.

IV. SUMMARY AND RECOMMENDATION:

The City of Umatilla is seeking to conclude a process started in 2014 (and earlier if you consider the length of time the mapping inconsistencies were in place) when the Hammer Properties and the Port of Umatilla appealed a land use decision denying the development of an industrial use on land the City of Umatilla believed to be planned and zoned for residential use. The attached Exhibit F outlines the history of the Residential Comprehensive Plan designation and the Single-Family Residential (R-1) zoning that had been in place since the 1970s. This action is designed to confirm the Residential Comprehensive Plan designation and change the zoning to Medium Density Residential (R-2). Going forward both text and maps will identify the subject property as Planned and Zoned for Residential Uses within the Medium Density Residential (R-2) use zone.

Therefore, based on the information in Sections I and II of this report and the findings of fact and conclusions contained in Section III, the City Council **APPROVES** of this request, PA-1-22, to confirm the Residential Comprehensive Plan designation and change the zoning to Medium Density Residential (R-2) to the City Council based on the conditions of approval below. The properties are identified as Tax Lot 2600 of Assessor's Map 5N 28 11 and Tax Lots 200, 300, 400, 500, 600, and 800 of Assessor's Map 5N 28 14B.

V. EXHIBITS:

Exhibit A – Vicinity Map with Zoning

Exhibit B – Hash Park Concept Map

Exhibit C – 2014 LUBA Action Exhibit F Chronology of Findings and Events

Exhibit D – City of Umatilla Zoning Ordinance Title 10 Zoning Chapter 3 Residential Districts

Article A Single-Family Residential (R-1)

Article B Medium Density Residential (R-2)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

PA-1-22 VICINITY MAP

Legend

- Subject Property
- Tax Lots (9/28/21)
- City Limits



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 Jacob Foutz, on 2/3/2022 **91**

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: First Reading of Ordinance No. 856- AN ORDINANCE AMENDING CHAPTERS 4, 5, 11 AND 12 OF THE CITY OF UMATILLA ZONING ORDINANCE. THE AMENDMENTS LESSEN RESTRICTIONS PLACED ON ALCOHOLIC BEVERAGE DRINKING PLACES, ALLOW FOR MOBILE FOOD VENDORS TO OPERATE 6 DAYS OUT OF 7, RAISE THE BUILDING HEIGHT ALLOWED IN COMMERCIAL AND INDUSTRIAL ZONES, AND ADJUST AND REMOVE OUT OF COMPLIANCE CODE FOR RV PARKS AND ACCESSORY DWELLING UNITS.	Meeting Date: 2022-05-03
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Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA Amount Budgeted: NA	Fund(s) Name and Number(s): N/A
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Reviewed by Finance Department: No	Previously Presented: NA
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Attachments to Agenda Packet Item:

Summary Statement: The Council approved General code update ZC-1-22 at their April 5, 2022, council meeting. Ordinance 856 will implement General code update ZC-1-22 amending Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance . Staff recommends a motion for a first reading by title only of Ordinance No. 856.
--

Consistent with Council Goals: N/A
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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Adoption of Ordinance No. 856- AN ORDINANCE AMENDING CHAPTERS 4, 5, 11 AND 12 OF THE CITY OF UMATILLA ZONING ORDINANCE. THE AMENDMENTS LESSEN RESTRICTIONS PLACED ON ALCOHOLIC BEVERAGE DRINKING PLACES, ALLOW FOR MOBILE FOOD VENDORS TO OPERATE 6 DAYS OUT OF 7, RAISE THE BUILDING HEIGHT ALLOWED IN COMMERCIAL AND INDUSTRIAL ZONES, AND ADJUST AND REMOVE OUT OF COMPLIANCE CODE FOR RV PARKS AND ACCESSORY DWELLING UNITS.	Meeting Date: 2022-05-03
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Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

[Ord No. 856.docx](#)

[ZC-1-22 City Council Decision.docx](#)

[ZC-1-22 Draft Text Change.docx](#)

Summary Statement: The Council approved General code update ZC-1-22 at their April 5, 2022, council meeting. Ordinance 856 will implement General code update ZC-1-22 amending Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance . Staff recommends a motion to approve Ordinance No. 856.
--

Consistent with Council Goals:

N/A

ORDINANCE NO. 856

AN ORDINANCE AMENDING CHAPTERS 4, 5, 11 AND 12 OF THE CITY OF UMATILLA ZONING ORDINANCE. THE AMENDMENTS LESSEN RESTRICTIONS PLACED ON ALCOHOLIC BEVERAGE DRINKING PLACES, ALLOW FOR MOBILE FOOD VENDORS TO OPERATE 6 DAYS OUT OF 7, RAISE THE BUILDING HEIGHT ALLOWED IN COMMERCIAL AND INDUSTRIAL ZONES, AND ADJUST AND REMOVE OUT OF COMPLIANCE CODE FOR RV PARKS AND ACCESSORY DWELLING UNITS.

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 hearing held on March 22, 2022 and subsequently recommended approval of the request to the City Council; and

WHEREAS, the Umatilla City Council conducted a public hearing on April 5, 2022 to consider the Planning Commission’s recommendation for zone change ZC-1-22 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 Zone Change ZC-1-22*.

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 amendment to the Umatilla Comprehensive Plan, as contained in the *Umatilla City Council Report and Decision for Zone Change ZC-1-22*.

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

Underlined language proposed to be added; ~~Strikethrough~~ language proposed for deletion by Zone Change application ZC-1-22

TITLE 10 - ZONING

Chapter 4

Article A

DOWNTOWN COMMERCIAL (DC)

Sec. 10-4A-4. - Uses permitted subject to standards.

J. Alcoholic beverage drinking places* (7224 - examples include pub, tavern, sports bar and nightclub), subject to the following:

*Includes any use where the serving of alcoholic beverages is the primary service or attraction and access to all or any portion of the premises is age restricted by law due to serving alcoholic beverages. The use may include the serving of meals incidentally to the primary use.

1. The use will not be located within ~~500~~ 250 feet of a school, ~~public library or designated city park.~~

Sec. 10-4A-7. - Property development standards.

Maximum building height 35 50 feet

Article B

DOWNTOWN TRANSITIONAL (DT)

Sec. 10-4B-7. - Property development standards.

Maximum building height 35 50 feet

Article C

NEIGHBORHOOD COMMERCIAL (NC)

Sec. 10-4C-7. - Property development standards.

Maximum building height 35 50 feet

Article D

GENERAL COMMERCIAL (GC)

Sec. 10-4D-7. - Property development standards.

Maximum building height 35 50 feet

Article E

HIGHWAY COMMERCIAL (HC)

Sec. 10-4E-7. - Property development standards.

Maximum building height 35 50 feet

Article F

MCNARY CENTER MIXED USE(MC)

10-4F-4.- Uses permitted subject to standards.

E. Alcoholic beverage drinking places (7224) - examples include pub, tavern, sports bar or nightclub, subject to the following standards:

1. The use will not be located within ~~750~~ 250 feet of a school, ~~public library or designated city park.~~
2. The use will not be located within 100 feet of the right-of-way of Columbia Boulevard westward from its intersection with Willamette Avenue.

Sec. 10-4F-7. - Property development standards.

Maximum building height 35 50 feet

Chapter 5

Article A

LIGHT INDUSTRIAL (M-1)

Sec. 10-5A-4. - Development standards.

Maximum building height 35 50 feet

Article B

HEAVY INDUSTRIAL (M-2)

Sec. 10-5B-4. - Development standards.

Maximum building height 35 75 feet

Chapter 11

SUPPLEMENTARY PROVISIONS

Sec. 10-11-11. Accessory dwelling unit site standards.

E. ~~All accessory dwellings shall provide one off-street parking space~~ Provided parking shall be subject to the standards in Sections 10-9-1 through 10-9-6 of this title.

10-11-12: Mobile Food Vendors:

F. Location and Use:

1. Mobile food vendors operating as an accessory off-street use shall meet the following standards:

- a. Mobile food vendors are allowed on legally established parking or vehicle areas only.
- b. Mobile food vendors operating as an accessory off-street use shall ~~not remain onsite for more than 48 consecutive hours during any seven (7) day period.~~ completely remove the vehicle and associated apparatus for twenty-four (24) hours during any seven (7) day period.

Chapter 12

CONDITIONAL USES

Sec. 10-12-2. - Standards governing conditional uses.

F. *Recreational vehicle parks.* Recreational vehicle parks shall conform to the following standards and requirements:

~~1. There shall be no long term residential occupancy of a recreational vehicle park space. The maximum time any individual or vehicle is permitted is 90 days within any 180 day period. The applicant or subsequent park operator shall make his occupancy records available to the City to assure that this condition is met. Violation of the 90-day occupancy limitation shall be grounds for immediate revocation of a conditional use permit.~~

1. No residences other than recreational vehicles (RVs) shall be permitted within RV park. All Recreational Vehicles shall maintain current license plates and registration, shall be readily transportable at all times, and shall not be permanently affixed to the ground.

ADOPTED by the City Council this _____ day of _____, 2022.

Council members voting yes: _____

Council members voting no: _____

Absent Council members: _____

Abstaining Council members: _____

And **SIGNED** by the Mayor this _____ day of _____, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



**UMATILLA CITY COUNCIL
REPORT AND DECISION
FOR
ZONE CHANGE ZC-1-22**

DATE OF HEARING: March 22, 2022

REPORT PREPARED BY: Jacob Foutz, Senior Planner

I. GENERAL INFORMATION AND FACTS

Applicant: City of Umatilla, 700 6th Street, Umatilla, OR 97882.

Land Use Review: Zone Change application to amend Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance. The amendments will lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units.

II. NATURE OF REQUEST AND GENERAL FACTS

The City of Umatilla is proposing to amend the City of Umatilla Zoning Ordinance (CUZO) to lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units.

Currently the CUZO restricts Alcoholic beverage drinking places in the Downtown Commercial and McNary Center Mixed Use to be 500 feet and 750 feet, respectively, from schools, public libraries, or designated City parks. The proposed changes would change the distance in both zones to 250 feet and remove public libraries and designated City parks for the restriction from both zones.

At the beginning of 2020 staff were directed by City Council to establish a pilot program allowing for mobile food vendors to operate 7 days a week with the restriction that the vendor cannot remain onsite for more than 48 consecutive hours. This provision was included to ensure that the mobile food vendor was able to keep the space clean and fully remove the use to ensure it remains mobile. With the data from the pilot program, staff believe that the most effective way to accomplish this goal is to amend the code to allow for the use to be allowed 6 days out of a 7-day period. This proposed code change would require that the mobile food vendor completely remove the vehicle and associated apparatus for twenty-four (24) hours during any seven (7) day period.

Additionally, it is proposed to increase the maximum building height in the commercial zones and light industrial zone from 35 feet to 50 feet, as well as increase the heavy industrial maximum building height from 35 feet to 70 feet. This will allow the city to have more comparable and

competitive maximum building height for commercial and industrial lands, to that of other cities in the general vicinity.

It has come to the attention of staff that there are two provisions in the CUZO that are currently out of compliance with Oregon state planning law. The first is found in the standards governing recreational vehicle parks(10-12-2F) which states that the maximum time any individual is permitted is 90- days in any 180-day period. ORS 197.493 was passed in 2005 which states:

A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

- (a) Located in a manufactured dwelling park, mobile home park or recreational vehicle park;
- (b) Occupied as a residential dwelling; and
- (c) Lawfully connected to water and electrical supply systems and a sewage disposal system.

In addition to removing the maximum stay requirement, it is proposed to add standards as stated below.

No residences other than recreational vehicles (RVs) shall be permitted within RV park. All Recreational Vehicles shall maintain current license plates and registration, shall be readily transportable at all times, and shall not be permanently affixed to the ground.

The second standard that is found to be out of compliance with Oregon state planning law is found in Accessory dwelling unit site standards (10-11-11) which required that all accessory dwellings to provide at least one (1) off-street parking space. House bill 2001 clarified that requirements to construct additional off-street parking does not fall under “reasonable local regulations relating to siting and design” and therefore is not allowed.

III. ANALYSIS

The criteria applicable to this request are shown in underlined text and the responses are shown in standard text. All of the following criteria must be satisfied in order for this request to be approved.

CUZO 10-13-3: AMENDMENTS TO THE ZONING TEXT OR MAP:

- A. Type IV Procedure: Amendments to the zoning title text or official map are considered a type IV procedure. A map change may be legislative or quasi-judicial, depending on the number of properties and area involved. A text change is always a legislative decision.
- B. Initiation Of Application: An application may be initiated by a property owner or authorized agent, the planning commission, or the city council.
- C. Narrative, Identification Required: An application shall include a narrative that demonstrates compliance with the approval criteria and a site and vicinity map identifying the property and adjacent properties. A traffic impact analysis (TIA), pursuant to section 10-11-10 of this title, shall also be submitted with all plan and zoning amendment applications.
- D. Approval Criteria: An amendment to this title or official map shall comply with the following criteria:

1. The proposed designation is consistent with and supports the purposes of the portions of the city's comprehensive plan not proposed for amendment, or circumstances have changed to justify a change in the comprehensive plan.

Findings: The proposed text amendments support the purposes of the City of Umatilla Comprehensive plan including but not limited to chapters 2,9, and 14.

Conclusion: The proposed code changes are consistent with and support the city's comprehensive plan.

2. The proposed change will not affect the land supply for the existing zoning designation as related to projected need for the particular land use.

Findings: The proposed text amendment would not affect the land supply for any existing zoning designation.

Conclusion: The proposed text amendment will not change the existing zoning designations for any property within the City's Urban Growth Boundary (UGB). Therefore, the proposed text amendment will not affect the land supply of the existing zoning designations.

3. The proposed designation will not negatively impact existing or planned public facilities and services. In particular, pursuant to the Oregon transportation planning rule, proposed text and map amendments shall determine whether the proposed change will significantly affect a collector or arterial transportation facility and must comply with the requirements of Oregon administrative rule (OAR) 660-012-0060 as applicable. In the I-82/U.S. 730 interchange area management plan (IAMP) management area, proposed access shall be consistent with the access management plan in section 7 of the IAMP.

Findings: The text amendment will not change the permitting process for new uses proposed in any zoning districts within the City of Umatilla. There is no new development proposed therefore it is not possible to determine if existing or planned public facilities or services will be affected. The proposed changes as they stand will not affect any collector or arterial transportation facility within the City of Umatilla in a significant way.

Conclusion: The proposed text amendment to lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, adjust and remove out of compliance code for RV parks and accessory dwelling units will not affect any collector or arterial transportation facility within the City of Umatilla in a significant way.

4. The site is suitable for the proposed use, considering the topography, adjacent streets, access, size of the site, availability of public facilities, and any other pertinent physical features.
5. Other sites in the city or the vicinity are unsuitable for the proposed use. In other words, ownership and desire to develop a particular use in themselves provide insufficient rationale for changing a zoning designation that does not support the interests of the city as a whole.

Findings: The intent of these standards are to show that a proposed amendment is necessary to accommodate a proposed use and to show that other sites within the City are not readily available to develop the propose use. The proposed text change is to lessen

restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, adjust and remove out of compliance code for RV parks and accessory dwelling units. The proposed changes would apply to a variety of properties located throughout the City not a specific site.

Conclusion: The proposed amendments will apply to properties located throughout the City not a specific property. Therefore, analysis to determine if a specific site is suitable for the proposed use or other sites located throughout the city are not suitable is not necessary or applicable.

IV. SUMMARY AND RECOMMENDATION

The applicant, City of Umatilla, is proposing to amend Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance. The amendments will lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units. The request appears to meet all of the applicable criteria and standards for this type of request. Therefore, based on the information in Sections I and II of this report, and the above criteria, findings of fact and conclusions addressed in Section III, the City Council approves Zone Change (ZC-1-22).

VI. EXHIBITS

Exhibit A – Draft Text Change

Underlined language proposed to be added; ~~Strikethrough~~ language proposed for deletion by
Zone Change application ZC-1-22

TITLE 10 - ZONING

Chapter 4

Article A

DOWNTOWN COMMERCIAL (DC)

Sec. 10-4A-4. - Uses permitted subject to standards.

J. Alcoholic beverage drinking places* (7224 - examples include pub, tavern, sports bar and nightclub), subject to the following:

*Includes any use where the serving of alcoholic beverages is the primary service or attraction and access to all or any portion of the premises is age restricted by law due to serving alcoholic beverages. The use may include the serving of meals incidentally to the primary use.

1. The use will not be located within ~~500~~ 250 feet of a school, ~~public library or designated city park.~~

Sec. 10-4A-7. - Property development standards.

Maximum building height ~~35~~ 50 feet

Article B

DOWNTOWN TRANSITIONAL (DT)

Sec. 10-4B-7. - Property development standards.

Maximum building height ~~35~~ 50 feet

Article C

NEIGHBORHOOD COMMERCIAL (NC)

Sec. 10-4C-7. - Property development standards.

Maximum building height ~~35~~ 50 feet

Article D

GENERAL COMMERCIAL (GC)

Sec. 10-4D-7. - Property development standards.

Maximum building height 35 50 feet

Article E

HIGHWAY COMMERCIAL (HC)

Sec. 10-4E-7. - Property development standards.

Maximum building height 35 50 feet

Article F

MCNARY CENTER MIXED USE(MC)

10-4F-4.- Uses permitted subject to standards.

E. Alcoholic beverage drinking places (7224) - examples include pub, tavern, sports bar or nightclub, subject to the following standards:

1. The use will not be located within ~~750~~ 250 feet of a school, ~~public library or designated city park.~~
2. The use will not be located within 100 feet of the right-of-way of Columbia Boulevard westward from its intersection with Willamette Avenue.

Sec. 10-4F-7. - Property development standards.

Maximum building height 35 50 feet

Chapter 5

Article A

LIGHT INDUSTRIAL (M-1)

Sec. 10-5A-4. - Development standards.

Maximum building height 35 50 feet

Article B

HEAVY INDUSTRIAL (M-2)

Sec. 10-5B-4. - Development standards.

Maximum building height 35 75 feet

Chapter 11

SUPPLEMENTARY PROVISIONS

Sec. 10-11-11. Accessory dwelling unit site standards.

~~E. All accessory dwellings shall provide one off-street parking space~~ Provided parking shall be subject to the standards in Sections 10-9-1 through 10-9-6 of this title.

10-11-12: Mobile Food Vendors:

F. Location and Use:

1. Mobile food vendors operating as an accessory off-street use shall meet the following standards:
 - a. Mobile food vendors are allowed on legally established parking or vehicle areas only.
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Chapter 12

CONDITIONAL USES

Sec. 10-12-2. - Standards governing conditional uses.

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~~1. There shall be no long term residential occupancy of a recreational vehicle park space. The maximum time any individual or vehicle is permitted is 90 days within any 180 day period. The applicant or subsequent park operator shall make his occupancy records available to the City to assure that this condition is met. Violation of the 90 day occupancy limitation shall be grounds for immediate revocation of a conditional use permit.~~

1. No residences other than recreational vehicles (RVs) shall be permitted within RV park. All Recreational Vehicles shall maintain current license plates and registration, shall be readily transportable at all times, and shall not be permanently affixed to the ground.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 29-2022 - A resolution authorizing City Manager Stockdale to sign the bargaining agreement between the City of Umatilla and Teamsters Local 670	Meeting Date: 2022-05-03
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Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: N/A	

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

[RES 29-2022.docx](#)

[City of Umatilla Teamsters CBA 2022-2025](#)

Summary Statement: Motion to approve Resolution No. 29-2022 Representatives of the City and Teamsters Local 670 have met in good faith and negotiated the attached labor agreement. It is a three year agreement, effective May 3, 2022 - June 30, 2025.

Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. 29-2022

A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE TO SIGN THE BARGAINING AGREEMENT BETWEEN THE CITY OF UMATILLA AND TEAMSTERS LOCAL 670

WHEREAS, the City of Umatilla has a fundamental interest in the development of harmonious and cooperative relationships between the City and its employees; and

WHEREAS, the City recognizes the rights of public employees to organize; and

WHEREAS, ORS 243 “Collective Bargaining” defines and outlines the policies involved in collective bargaining between public entities and public employers; and

WHEREAS, representatives of the City of Umatilla and the Teamsters Local 670 have met in good faith and negotiated a labor agreement between both parties, effective May 3, 2022 – June 30, 2025; and

WHEREAS, the City wishes to enter into a bargaining agreement with Teamsters Local 670; and

WHEREAS, the City finds that the best interest of the City are served by executing the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Umatilla as follows:

Section 1: The City authorizes the City Manager Stockdale to sign this document on behalf of the City of Umatilla.

Section 2: That the compensation plan contained in this agreement is approved, effective May 16, 2022, expiring June 30, 2025.

PASSED by the Council and **SIGNED** by the Mayor this 3rd day of May, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF UMATILLA

AND

TEAMSTERS LOCAL 670

May 3, 2022 to June 30, 2025

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AGREEMENT

THIS Agreement is entered into by THE CITY OF UMATILLA, hereinafter referred to as “The City”, and TEAMSTERS UNION LOCAL NO. 670, hereinafter referred to as “The Union”.

ARTICLE 1 – SCOPE OF AGREEMENT

Section 1.1 – Bargaining Unit

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating with the City on matters of salaries, wages, hours and other conditions of employment for all regular full-time and part-time employees of the City of Umatilla, excluding police, city hall, the library, supervisors, managers, department heads and confidential employees as defined in ORS 243.650.

Section 1.2 – New Positions

The City may, at its sole discretion, establish new classifications. The City will notify the Union when it creates a new job classification that should be included in the bargaining unit. The City acknowledges the duties required by ORS 243.698, however, the City is not precluded from hiring a new classification upon notice.

Section 1.3 – Non-Discrimination Clause

The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment nor limit segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual’s race, color, religion, sex, national origin, sexual orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination Act (GINA)), age, veteran or immigration status, engaging in protected activity or any other status protected by law. Nothing in this Agreement shall be interpreted to deny any employee his/her ability to raise statutory discrimination claims through applicable court or administrative proceedings.

ARTICLE 2 – CITY/UNION RELATIONS

Section 2.1 – No Retaliation

The parties agree that neither the City nor the Union shall retaliate against employees for exercising rights under this Agreement.

Section 2.2 – No Strike/No Lockout

The Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes during the term of this Agreement.

There will be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

Section 2.3 – List of Hires and Seniority Lists

The City agrees to furnish the Union the names and addresses of new hires whose classification is within the bargaining unit. The City will also furnish to the Union any changes in employment status (change in position, payroll grade, separation of employment, etc.) as it relates to members of the bargaining unit.

The City shall furnish to the Union, upon request, a complete and current seniority list and additionally, shall also furnish to the Union a complete and current seniority list annually in January of each year of the Agreement.

Section 2.4 – Bulletin Boards

Within thirty (30) working days of the ratification of the Agreement, the City agrees to furnish and maintain a suitable bulletin board in a readily accessible area within the work area of each separate and distinct work group. Postings on such boards are to be restricted to the official business of the Union.

Section 2.5 – Visits by the Union

Representatives of the Union, upon reasonable and proper introduction, shall have reasonable access to all work areas to conduct Union business and to check for safety. Union shall ensure that there shall be no interruptions of the normal work of the affected employees. Union will provide reasonable notification to the City in advance of any visit.

ARTICLE 3 – UNION RIGHTS

Section 3.1 – Union Dues Deductions

- a. Upon written consent of an employee within the bargaining unit, the City will begin deducting Union Dues or other deductions for the next pay period and will continue to make the regular deductions until such a time as the employee rescinds the request in writing. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union no later than the tenth (10th) of the month following the month for which the deductions were withheld.

- b. Upon written authorization from the employee, the City shall deduct from the employee's monthly pay, the monthly amount due to the Union.
- c. All notice in this section will be provided by the employee to the Union and from the Union to the City.

Section 3.2 – Hold Harmless

The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this Article.

Section 3.3 – New Employee Orientation

Union Representatives and/or Shop Stewards will be afforded thirty (30) minutes of time with each newly hired employee for the purposes of Union orientation. Shop Stewards participating in the orientation shall do so on paid time. The orientation will be scheduled by the City and the City will notify the Union, as soon as possible, as to the date, time and location of the orientation.

Section 3.4 – Union Activities

Employees shall have the right to form, join, and participate in the legal activities of labor organizations of their choosing for the purpose of representation and collective bargaining on matters concerning employment relations. Employees shall also have the right to refuse to join or participate in the activities of the labor organization. No employee shall be interfered with, intimidated, retrained, coerced, or discriminated against by the City or any labor organization because of the exercise of these rights.

ARTICLE 4 – SHOP STEWARDS

Section 4.1

The City recognizes the right of the Union to designate Shop Stewards from the City's seniority list

Stewards shall be permitted reasonable time to investigate, present and process grievances without loss of time or pay during their regular working hours without interruption of the City's operational needs as outlined in ORS 243.798.

There shall be a steward present, if requested by an employee, whenever the City meets with an employee about grievances, investigatory interviews, or discipline. Meetings shall not begin until the steward is present.

Any Shop Steward time spent conducting official union business, according to this Section, shall be properly entered into the employee's timesheet and will be paid accordingly.

Section 4.2

Union designated employees shall be allowed time off, without pay, to attend Union training events, so long as it does not unduly interfere with the City's operational needs as determined by the City, provided written notice is given to the City at least five (5) business days in advance, by the Union, specifying length of time off. The City will not unreasonable deny such requests. Individual employees shall be entitled to no more than ten (10) days per year for such training.

Any designated employee(s), not more than one (1) employee from each group, shall be allowed time away from their duty stations without loss of pay when attending meetings with the City for the purpose of negotiations of either the current or successor Labor Agreements.

ARTICLE 5 – EMPLOYEE HEALTH, SAFETY AND PROTECTION AGAINST PERSONAL LOSS

Section 5.1

Any clothing required by the City and/or protective devices necessary for the performance of employee's jobs, i.e. uniforms, coveralls gloves and other such necessary items, will be supplied by the City. Items of clothing and protective devices provided by the City shall not be used by the employee in activities not directly related to City employment.

Section 5.2

The City will provide each employee three hundred fifty dollars (\$350.00) per fiscal year which the employee can either charge at stores where the city has an account or as a reimbursement upon receipt(s) submitted by the employee for additional work related items.

Section 5.3

In the event an employee damages his/her personal items on the job, the employee may present the incident to the City and the City will provide reimbursement to the employee for repair or replacement of like items. This reimbursement will not be provided in cases of misconduct or horseplay or where the damage did not occur when the employee was in the proper performance of their job. Employees will provide proof of cost of the damaged item if available.

ARTICLE 6 – SENIORITY

Section 6.1

City seniority shall be defined as total length of continuous service as an employee of the City and shall be used for purposes of benefit accruals. For purposes of classification related seniority there shall be two groups, leads and all other employees. All employees on payroll at the time of ratification of this Agreement shall not be required to serve a probationary period if they have been employed for longer than six (6) months and shall already be deemed to have seniority, if they have been employed less than six (6) months they shall receive credit for the length of employment towards the probationary period. Any employee hired into the bargaining unit following ratification, will serve a six (6) month probationary period from date of hire and upon completion of the probationary period shall have seniority based upon their date of hire. A probationary employee is considered an “at-will” employee and may be discharged at the discretion of the City. Discharge of an employee on probation is not subject to the grievance process but the employee(s) shall have rights to the grievance process for any non-discipline related issues. The City will notify the Union, in writing, of all cases of discharges related to probationary employees.

Section 6.2 - Recognition of Seniority

The City will apply seniority as specified in this Agreement.

Section 6.3 – Layoff

In the event the City determines it necessary to lay off bargaining unit positions in a particular classification for any reason, the resulting lay off will be accomplished by first offering, in classification seniority order, employees in the affected work group the right to voluntary layoff. If the City does not receive sufficient volunteers, additional layoffs shall be by inverse classification seniority order, provided however, the City shall retain the right to retain less senior employees when such less senior employee possesses needed skills, abilities, and/or qualifications not possessed by more senior employees. Classification seniority is the total length of service of the employee in the particular classification. Employees laid off may elect to bump an employee with less seniority, as defined in Section 6.1.

Section 6.4 – Recall

Employees shall be recalled from lay off in accordance with their classification seniority however, the City shall retain the right to recall less senior employees when such less senior employee possesses needed skills, abilities, and/or qualifications not possessed by more senior employees. No new employees will be hired into the bargaining unit until all employees on the layoff recall list are offered an opportunity to return to work within the bargaining unit. The City will offer any employee on recall status positions for temporary, seasonal, or casual work prior to hiring outside candidates.

Employees who are recalled will be advised in writing, mailed by certified mail, return receipt requested, to the last known address of record, and required to respond and report for work as directed by the City. Employees shall not be expected to return to work any sooner than seven (7) calendar days from receipt of the written notice, unless mutually agreed to between the City and employee.

Section 6.5 – Termination of Seniority

The seniority of an employee shall be considered broken only when discharged for just cause, voluntary termination of employment, retirement, failure to return to work from a leave of absence or layoff within seven (7) calendar days following the date an employee receives a certified letter, return receipt requested, of notice to return to work mailed to the employee's last known address, is laid off for inability to work because of an off-the-job sickness or injury for a period of not less than eighteen (18) months. For purposes of return from layoff, it is the employee's responsibility to keep the City aware of any changes in address or telephone number, as well as, if they have decided to relinquish their recall rights due to finding other employment for which they would not leave if recalled. The time limits listed above may be extended by mutual written agreement between the City and the Union.

ARTICLE 7 – LEAVES OF ABSENCE

Section 7.1 – Family Medical Leave

Family Medical Leave shall be implemented for eligible employees in accordance with OFLA and FMLA as applicable. Employees will be required to use any accrued sick leave and compensatory time. Employees will also be required to use accrued vacation but may, at their own discretion, reserve a balance of up to forty (40) hours in their vacation bank during their family medical leave. Employees may choose which type of accrued leave they want to use in any order. When all accrued leave is exhausted or the employee chooses to retain up to forty (40) hours of their vacation leave the balance of the eligible leave time will be unpaid, except as required by law. This policy will be re-evaluated when Oregon Paid Family Leave takes effect in 2023.

Section 7.2 – Jury Duty and Court Time

An employee shall be granted leave with pay at the regular rate any time required to report for jury service, in lieu of jury service fees which shall be paid over to the City.

Should an employee initiate a court action requiring his presence in court or be a plaintiff against the City, the employee shall not receive pay for that period of time. Employees will be paid, at the appropriate pay rate, if testifying as a witness subpoenaed in a matter related to their employment with the City.

Section 7.3 – Time off for Union Activities

The City agrees to grant the necessary time off, without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided written notice is given to the City at least five (5) business days in advance, by the Union. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no undue hardship put on the City's operation due to the lack of available employees. The City shall determine if the time off request creates an undue hardship on the City and shall not unreasonably deny the request(s). The City will provide such notice of undue hardship within two (2) business days of receipt of request or as soon as practicable under the circumstances.

Section 7.4 – Leave of Absence Without Pay

A regular employee may be granted a leave of absence without pay for a period not to exceed ninety (90) days, provided such leave can be scheduled without adversely affecting the operation of the City. The request for leave of absence without pay shall be made in writing to the City Manager and Department Head for approval or rejection at least thirty (30) days prior to the requested commencement of said leave. The City will give a written answer to the employee within five (5) working days after receipt of the request, if denied the answer should include the basis for the denial. If the City does not reply within the five (5) working day period the leave shall be considered granted. The City shall send copies of all requests for leaves of absence to the Union along with whether the leave was granted or denied, if denied, the City will provide the basis of the denial.

Section 7.5 – Military Leave

Military leave shall be granted to an employee in accordance with State of Oregon and Federal Law. A copy of the employee's military orders shall be given to the supervisor and filed in the employee's personnel file. Annually, employees who have attained seniority and are members of the National Guard or other reserve components of the United States, are entitled to paid military leave of absence for a period not to exceed eleven (11) working days. Such leaves are granted without impairment of other rights or benefits, providing the employee returns to his/her position on his/her first (1st) scheduled work day following the leave.

Spouses and same sex domestic partners of armed service members are entitled to up to fourteen (14) days of unpaid leave under the Oregon Military Family Leave Act (OMFLA). During such leave employees will be required to use any accrued sick leave and compensatory time. Employees will also be required to use accrued vacation but may, at their own discretion, reserve a balance of up to forty (40) hours in their vacation bank.

Section 7.6 – Bereavement Leave

Employees are entitled to bereavement leave for the purposes of attending a funeral or alternative ceremony, grieving, and/or making arrangements necessitated by the death of a family member (spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner). The employee shall be eligible for up to two (2) weeks of bereavement leave per incident, and will be paid for such lost work for a period of up to five (5) days (40 hours) per each event. In order to receive compensation for any days missed beyond the five (5) days compensated by the city, employees will be required to use any accrued sick leave and compensatory time. Employees will also be required to use accrued vacation but may, at their own discretion, reserve a balance of up to forty (40) hours in their vacation bank. Any leave provided in this section is intended to be in addition to any leaves that may be provided by state or federal law. If taking OFLA bereavement leave for family members, then you are required to use paid bereavement leave before using accrued vacation leave, sick leave, or comp time.

To be eligible for bereavement leave it must, normally, be taken no later than sixty (60) days from the date of the employee's notification of the death of the family member. If the City requires proof of death the City must make such requirement known to the employee at the time of the request for bereavement leave.

Section 7.7 – Religious Observance Leave

The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave.

Section 7.8 – Workers' Compensation & OFLA

Workers' compensation time loss may not be deducted from available OFLA hours, except if an employee on workers' compensation time loss refuses an offer of light-duty employment which has been approved by the employee's doctor, then the City of Umatilla may deduct the time loss after the refusal, from available OFLA hours.

Employees on OFLA will be required to use any accrued sick leave and compensatory time. Employees will also be required to use accrued vacation but may, at their own discretion, reserve a balance of up to forty (40) hours in their vacation bank. When all accrued leave

is exhausted or the employee chooses to retain up to forty (40) hours of their vacation leave the balance of the eligible leave time will be unpaid, except as required by law.

The City shall continue providing medical benefits as long as the employee is receiving compensation from the City. If the employee is on unpaid leave, he/she shall be responsible for the payment of the normal employee proportionate share of the full premium. Payment must be received by the due date or coverage may be discontinued.

ARTICLE 8 – MANAGEMENT RIGHTS

Section 8.1 – Management Rights

The City shall have responsibility for management of the City of Umatilla and direction of its workforce. The parties acknowledge that the Constitution and the laws of the State of Oregon confer upon the City certain powers, duties and obligations to be exercised in the interest of public health, safety, and welfare which cannot be delegated or contracted away. The parties further recognize that the City retains all managerial rights and prerogatives except as expressly modified by a specific term and/or provision of this contract, and that they include, but are not limited to, the following rights and prerogatives:

- a. Establishing and directing activities of the City's departments and the work of its employees;
- b. Evaluating, hiring, promoting, transferring, assigning and retaining employees in positions;
- c. Suspending, demoting, discharging or take other disciplinary action against employees for just cause;
- d. Relieving employees from duties because of lack of work, lack of funds, or other legitimate reason;
- e. Determining standards of service, methods, processes, means and personnel of operations and the introduction of new equipment;
- f. Determining the need for, and assigning employees to, educational and training programs, on-the-job training and other educational activities;
- g. Determining job descriptions, job duties, work schedules, shifts, hours of work and overtime, and assignment of work;
- h. Establishing work rules, performance standards and safety rules;

- i. Taking whatever action may be necessary to carry out the missions of the City in emergency situations;
- j. Maintain the efficiency of governmental, City and proprietary operations; and
- k. Other rights except as expressly limited by a specific term and/or provision of this Agreement.

If the City chooses to exercise a right, not already addressed by the Agreement, which affects a mandatory subject of bargaining the City shall provide advance notice of the proposed change(s) to the Union and engage in negotiations if the Union demands to bargain.

ARTICLE 9 – WORKDAY and WORKWEEK

Section 9.1 – Regular Workweek

The Regular Workweek shall consist of five (5) consecutive days worked, which may be different than the City's established workweek for determining overtime. At no time shall the City or the Union enter into an arrangement for workdays or work hours which violate Federal or State Wage and Hour Laws or this Agreement.

No employee shall be made to work alone. For purposes of this Agreement, other than in confined spaces, "alone" shall mean without the ability to notify another City employee, including employees from another department, of their work-related activities. An employee working on a weekend, holiday, or any other day/time when normal City staffing numbers are reduced, may make appropriate arrangements with other City employees working in the same or other departments at the same time; which may include, but is not limited to: calling the non-emergency dispatcher, contacting the police department directly, contacting exempt staff from any department including supervisors, etc. The City and the Union acknowledge that all employees have the right to a safe and healthful place to work and if any employee should ever feel concerned about their safety or health, they should immediately notify the City or Oregon OSHA, or both.

The City will assign Regular Workweek schedules for all employees, and also reserves the right to temporarily establish an Adjusted Workweek as provided in Section 9.2. Other than times of emergency, inclement weather, or other public safety needs, the City will provide no less than twenty-one (21) calendar days' notice to employees prior to any change to their regular workday and/or workweek schedule. Employees will be paid at their regular rate during schedule changes associated with emergency, inclement weather, or other public safety needs, unless such hours worked are in excess of a Regular Workweek when overtime rates apply.

Section 9.2 – Adjusted Workweek

The City and the Union acknowledge that support for special events, tournaments, or other community celebrations, etc. are part of the job requirements of employees. The City continues to reserve the right to adjust daily and weekly schedules in order to avoid or demand overtime, as so desired by the City, as may be necessary to support such community needs such as tournaments, special events, or other community functions outside of the Regular Workday and/or Workweek schedule. The City will make reasonable attempts to provide such Adjusted Workweek schedules as early as possible. Notification of an upcoming Adjusted Workweek will be provided no less than ten (10) days in advance prior to the first day of an employee's Regular Workweek. Workdays within the Adjusted Workweek may be altered to accommodate the needs as envisioned in this Section. Should the City fail to provide this required ten (10) day notification of an upcoming Adjusted Workweek, employees will be compensated at one and one-half (1½) their normal rate for those hours worked outside their Regular Workday. This Section does not apply to times of emergency, inclement weather, and other public safety needs.

Section 9.3 – Regular Workday and Regular Adjusted Workday

A Regular Workday consists of eight (8) consecutive hours worked, with an established start time and end time, including two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) to sixty (60) minute unpaid meal period per shift in accordance with Oregon law and BOLI regulation.

The City and the Union recognize that on occasion, and as some tasks may require, that it is in the best interest of the employee and the City to report to work earlier or stay later to complete some daily tasks ("Regular Adjusted Workday"). The City reserves the right to, on occasion and at the City's discretion, require an employee to report to work early or stay later to complete a known task that ought best to be completed in the same workday rather than over more than one Regular Workday. In the event of a Regular Adjusted Workday during a Regular Workweek, the employee will suggest to the City, and the City will not unreasonably withhold, a reduced Regular Workday to occur before the end of the Regular Workweek. If the City denies a request for a reduced Regular Workday the employee(s) will be compensated at one and one-half (1½) their normal rate for those hours worked outside their Regular Workday. The City continues to reserve the right to demand overtime in lieu of approval of a reduced Regular Workday.

Section 9.4 – 4-10's

Upon mutual agreement with the Union, the City may implement a work day consisting of ten (10) consecutive hours with an established start time and end time, including an unpaid meal period of either one-half (½) hour or one (1) hour.

Section 9.5 – Selection of Workday and Workweek

Work schedules shall be offered in classification seniority order, among employees with the qualification to perform the work.

Section 9.6 – Weekly Work Guarantee

All employees will be guaranteed forty (40) hours of work or pay during a Regular Workweek or Adjusted Workweek, based upon their regular or adjusted work schedule at their regular rate of pay. The City and the Union acknowledge that the nature of work performed by the employees occasionally may require hours worked to be longer or shorter than the regular workday, or may require earlier or later start times due to inclement weather or other community needs such as special events, tournaments, etc. The City reserves the right to adjust daily hours, as set forth in Section 9.3, in order to properly and adequately accommodate these community needs while also meeting its fiduciary responsibility of being good stewards of the public's financial resources by managing labor costs.

Section 9.7 - Overtime

The Union is to comply with the policies for Overtime as established in the Employee Handbook. All work performed over forty (40) hours in a workweek shall be paid at time and one-half (1½). Overtime pay will be paid in fifteen (15) minute intervals and begins the first minute after forty (40) hours have been worked, as established by BOLI. The City and the Union will make every effort to keep the hours worked to the regular 40-hour workweek. This may be accomplished by flexing the hours worked during the Regular workweek as defined in Section 9.1. All overtime requires supervisor approval. There shall be no pyramiding of overtime.

All work performed in excess of forty (40) hours shall be paid at time and one-half (1½) the employee's regular rate. Employees, at their option, may select regular payment or to bank the hours worked as Compensatory Time.

Overtime shall be offered to in seniority order, if the City does not receive a sufficient number of volunteers they shall have the right to require Temporary and Seasonal employees to work prior to forcing Regular full-time employees to work in inverse seniority order.

Holiday pay shall count as time worked for purposes of this Section for all employees other than those in the Temporary or Seasonal classifications.

Section 9.8 – Compensatory Time

Compensatory Time will accrue and be used according to the Compensatory Time policy adopted in the City's Employee Handbook.

Section 9.9 – Call Back Time

Any employee that receives a call from the City on a scheduled day off, or before they arrived to work or after they have completed their scheduled workday and left City premises, or when on-call shall be paid a minimum of one (1) hour, or actual time if greater, paid at the overtime rate of pay in fifteen (15) minute increments. If, however, it is determined that the City initiated that call to gather any and all necessary information to complete a task the employee failed to adequately or properly complete during that same scheduled workday, the employee will be paid at their regular rate in fifteen (15) minute increments, according to the duration of the call or series of calls required. Employees are not authorized to contact other employees outside of their regular workday for work-related business without the expressed approval of a supervisor. Employees are subject to disciplinary action for failing to receive supervisor approval prior to calling another Union employee outside of their regular scheduled workday for work-related activities.

Calls that attempt to determine if an employee is available to work outside of their normal scheduled workday are exempt from these terms.

Any employee subject to an unscheduled call back and ordered to report to work, shall be paid a minimum of two (2) hours, or actual time if greater, at the overtime rate of pay.

Section 9.10 – Standby/On-call

Standby/On-call (on-call) is by assignment by the City. If the City chooses to exercise the right to have employees in on-call status it shall either be assigned by a mutually agreeable rotation between the employees in the workgroup or, if a mutually agreeable rotations is not achieved, offered in seniority order within the appropriate workgroup, if a sufficient number of volunteers do not sign up the City may force, in inverse seniority order, employees to be in on-call status. When in on-call status, employees are expected to be readily available for work within forty-five (45) minutes of receiving notification of the need to report to work. Employees in on-call status shall be allowed to take a City vehicle home for use during their on-call period and receive an additional two hundred fifty dollars (\$250.00) per each full or partial period, simply for being in on-call status. Employees in on-call status shall not be on-call for longer than seven (7) consecutive calendar days. If an on-call employee is required to respond to a call and return to work, other than during their normal work shift, they shall be paid in accordance with Section 9 above.

ARTICLE 10 – WAGES AND WAGE PRACTICES

Section 10.1 – Wages:

See “Appendix A”.

Section 10.2 – Paydays

Employees will be paid twice monthly according to the Paydays policy established in the Employee Handbook. If the City wishes to change Paydays it must be by mutual agreement with the Union

Section 10.3 - Bilingual Pay

The determination of whether an individual is qualified as bilingual and the method and manner of testing to make such determination, as well as compensation for such, shall be as set forth in the City of Umatilla Employee Handbook effective January 1, 2020.

Section 10.4 - Certification Pay

The City may require employees to acquire and maintain certain certifications as part of their job duties. Employees who are hired into positions that allow them to have or obtain the specified certifications (as specified below) are eligible to receive certification pay for an additional one percent (1.0%) base monthly wage for each certification, up to a maximum of two (2) certificates (maximum 2.0% certification pay). Eligible certifications include: Water Treatment 1, Water Distribution 1, Waste Water Collections 1, Waste Water Treatment 1, Cross Connection, and Backflow Testing. The parties support employee's continued professional growth and career advancement and in such the City agrees to pay all costs associated with achieving eligible certifications, including those attained above the threshold for which the City provides additional compensation.

Employees must provide copies of the certifications in order to receive the additional pay. The certification pay will become effective on the first on the month following the receipt of the certification. Certification pay will not be retroactively applied.

An employee will be given a one-time cash bonus of three hundred fifty dollars (\$350) per advanced certificate if they advance their certification (for example Waste Water Treatment 1 to Waste Water Treatment 2). Certifications must be approved in advance by the Public Works Director.

Section 10.5 – Chemical Applicators

Employees who maintain current certification for application of chemicals (herbicides and pesticides) and are actively engaged in chemical application as part of their work for no less than ten (10) either full or partial days in any fiscal year, shall receive an annual payment of one hundred dollars (\$100). This payment shall be disbursed for the pay period starting August 1st (August 20th payday).

Section 10.6 – CDL Certification

The City will pay for the costs associated with renewal of the employee's medical certification and license renewal. If the City desires an employee to attain a CDL the City shall be responsible for all costs associated with attaining the license, in addition to the employee's wages during any required training and licensure process.

Section 10.7 – Paycheck Shortages

Paycheck shortages of less than five percent (5%) of the employee's gross wages will be corrected in the following paycheck. If the amount is more than five percent (5%) of the employee's gross wages, the amount will be paid within three (3) business days.

Section 10.8 – Payroll Deductions

The City shall provide for optional payroll deduction(s) to financial institutions of the employees choosing.

Section 10.9 – Inclement Weather

In cases of inclement weather, employees in the bargaining unit shall be compensated in a manner process no less than as set forth in City Resolution 53-2019.

ARTICLE 11 – DISCIPLINE

Section 11.1 – Standard

No employee shall be disciplined except for just cause and in accordance with progressive discipline. All oral counseling, if any, shall be reduced to writing and are not considered discipline and shall not be protested through the grievance procedure. Oral counseling and Disciplinary letters and actions will be clearly indicated as such. Disciplinary actions include formal written notice, suspension, and termination.

Section 11.2 – Just cause Standards

For the purpose of the Agreement, just cause shall be determined in accordance with the following guidelines:

- a. If a rule or order is the subject of the alleged misconduct it must be reasonable and applied evenhandedly,
- b. The employee will be given notice of the rule and have been warned of the consequences of their conduct, unless the conduct is of such a nature that the no

prior warning is necessary in the eyes of a reasonable person, such as theft, unprovoked assault,

- c. The City must conduct a reasonable investigation, the investigation must be conducted before any disciplinary action is invoked,
- d. The City must conduct a fair and objective investigation, that respects the employee's rights to due process,
- e. It must be determined that the employee engaged in the alleged misconduct or act, there must be substantial proof that the employee was guilty of the violation,
- f. The City must apply all rules and discipline even handedly and without discrimination,
- g. The discipline must be appropriate, based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation.

Section 11.3 – Due Process

In the event the City is conducting an investigatory interview of an employee for reasons of alleged conduct that could lead to formal discipline, the City will provide the following:

- a. The City will provide at least twenty-four (24) hours written notice of investigation to the employee and the Union. The City recognizes the right of an employee to have a Union representative present at the interview, and if requested the interview will not start until the Union representative is present. The employee can also waive the twenty-four (24) hours' notice,
- b. The interview will be audio recorded. Upon request by the Union or employee, a copy of the recording will be provided upon completion of the investigation,
- c. Interviews will be conducted at City facilities on work time with reasonable breaks as necessary,
- d. If an employee denies the right to a Union representative at the interview, the denial will be documented in writing and the employee will be afforded an opportunity to sign.

These provisions do not apply to interviews of witnesses. In the event a witness interview reaches a point of possible disciplinary concerns by the City, the employee will be notified of the right to Union representation.

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a. The employee and Union shall be notified of the charges or allegations that may subject them to discipline,
- b. The employee and Union shall be notified of the disciplinary sanctions being considered.
- c. Prior to imposition of formal discipline, the employee and Union will be given written notice of an opportunity to refute the charges or allegations, either in writing or orally in an informal meeting (*aka: Loudermill*) to present evidence, arguments or other mitigating factors in defense of the conduct alleged. The written notice will include the right to Union representation at the meeting.

Section 11.4 - Imposition

If the City has reason to discipline an employee, it shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public. All disciplinary steps will be conducted formally, in a private meeting with the employee having a right to representation as requested,

Section 11.5

Discipline must be issued by proper written notice to the employee and the Union within ten (10) working days after reasonable knowledge of the occurrence of the violation claimed by the City. If additional time is needed to investigate, the ten (10) day period may be extended by another ten (10) working days, upon timely notification to the Union. If the City fails to give any notice within the first specified ten (10) day period, the right to discipline for that particular reason shall be waived. Discipline letters shall be specific, not general in nature as to the alleged violation (i.e., time, date, place and nature of the violation)

All discipline shall not remain in effect for a period of more than twelve (12) months from the date of occurrence, which gave rise to such discipline, unless there has been another disciplinary action, of the same or similar nature, during that twelve (12) month period or the disciplinary action relates to a proven unlawful action (example: unlawful harassment).

ARTICLE 12 – GRIEVANCE PROCEDURE

Section 12.1 – Scope of the Grievance Procedure

Should any difference arise between the City and its employees or the Union as to the interpretation or application of the provisions of this Agreement, the matter shall be resolved in accordance with the following procedure:

- STEP 1 In cases involving a complaint by an employee or employees, the representative of the Union or the aggrieved employee, with or without the presence of the representative of the Union, shall present the nature of the complaint within ten (10) working days after reasonable knowledge of the occurrence of the violation with the designated representative of the City, except that a complaint by an employee who returns to work after a layoff shall be submitted within fifteen (15) calendar days following the employee's return to work.
- STEP 2: If the complaint, having been presented to the designated representative of the City in compliance with STEP 1, is not satisfactorily resolved or if the representative of the City fails to respond within ten (10) working days, the representative of the Union or the aggrieved employee or employees may file it as a written grievance, with the designated representative of the City.
- STEP 3: with respect to the written grievance submitted to the designated representative of the City by the representative of the Union, in compliance with STEP 2, a meeting will be scheduled as mutually agreed, to fully discuss the facts within ten (10) working days of the date the City receives the written grievance. The parties shall be permitted to have present at their STEP 3 meeting, any person or persons either party considers essential to satisfactory settlement. The City will give a written response to the facts presented in the STEP 3 meeting within five (5) working days of said meeting. If the complaint is not resolved in STEP 3, it may be moved by the Union to STEP 4, in writing, within five (5) working days of the Union's receipt of the City's STEP 3 meeting response letter.
- STEP 4: After the grievance has been moved to STEP 4, the City and Union shall try to mutually agree upon the selection of a third party. If the parties are unable to agree within five (5) working days thereafter, the moving party shall request a list of seven (7) proposed arbitrators from the Federal Mediation & Conciliation Services (FMCS). When the list is received by the parties, the parties shall, within ten (10) working days of receipt of the list alternately strike from the list one name at a time until only one (1) name remains on the list. The name of the arbitrator must be accepted by both parties. The parties shall alternate going first in the striking process, starting with the Union.

Any of the time limitations specified in the above prescribed procedure may be extended by mutual agreement between the City and Union and shall be confirmed in writing. In the absence of such mutual consent, non-compliance with any of the time limitations in

STEPS 1, 2, and 3 shall constitute waiver of the claim by the party who failed to comply with the time limitations.

The parties, by mutual agreement, may begin processing a grievance at a step other than Step 1 and/or agree to skip entire steps of the process.

The City and Union will provide any information relevant to a grievance within ten (10) business days of receipt of a written request by either party, unless such time limits are extended by mutual agreement of the parties in writing. Information requested must be related to the specific issues and general time periods involved in the grievance.

Grievant's and stewards shall be permitted to attend, without loss of pay, the hearing in cases in which they are involved. In cases of arbitration, they shall be allowed to attend, without pay.

Section 12.2 – Arbitration

(a) In moving a grievance to arbitration, the parties are unified in the desire for any such arbitration proceeding to be held and any decision of the Arbitrator to be received in as timely a manner as possible.

(b) The arbitrator shall act only on the contractual obligations inherent in this Agreement. The arbitrator shall not have the right to change, modify or add to the provisions of this Agreement in any way nor to require of either party any act not required by this Agreement. However, in cases in which a terminated or laid off employee is ordered reinstated, and in whatever measure the arbitrator considers justified by the circumstances, the arbitrator may direct that the employee recover earnings lost because of the lay-off or termination.

(c) The arbitrator's decision shall be final and binding on all parties to the complaint or grievance as shall any agreement or settlement reached by the parties short of arbitration.

(d) The fees and expenses of the arbitrator shall be the responsibility of the non-prevailing party. In the event the arbitrator determines there is not a clear-cut winner or loser the arbitrator shall apportion the percentage of fees to be attributed to each party. All other expenses shall be borne by the party incurring them.

Section 12.3

All monetary grievance settlements or arbitrator's decisions shall be paid by separate check payable to the grievant or grievant(s), with a copy sent to the Union. Such

payments will be made within ten (10) working days of any such grievance settlement, either in writing or verbal, by the parties or a decision by an arbitrator.

ARTICLE 13 – HOLIDAYS

All employees shall receive pay for the holidays named below regardless of which day of the week the holiday falls. All employees shall be paid for such holidays at the rate of eight (8) or ten (10) hours at their regular rate of pay, based upon their regularly scheduled work schedule, regardless if work is performed on the holiday or not.

Section 13.1 – Paid Holidays

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after the 4 th Thursday in November
Christmas Eve*	December 24
Christmas Day	December 25
New Year's Eve*	December 31

* - These holidays shall only be provided to employees if approved by the City Council annually, for any city employees.

If, during the term of this Agreement, the City Council approves any additional holidays, on a permanent basis, the same will be added to the above list of holidays.

Section 13.2

Whenever a holiday falls on Saturday, the preceding Friday shall be a holiday, and whenever a holiday falls on Sunday, the following Monday shall be a holiday. Holiday leave will be prorated for part time employees based on budgeted FTE.

Section 13.3

If any work is performed by an employee on a holiday, or any day recognized as a holiday, they shall be paid a minimum of two (2) hours pay or actual hours worked, whichever is

greater, depending on the employee's regularly scheduled work schedule, at time and one-half (1½), in addition to holiday pay.

Section 13.4

Should an employee be on authorized vacation with pay when a holiday occurs, such holiday shall not be charged against his vacation, or authorized leave.

ARTICLE 14 – SICK LEAVE

Section 14.1 – Scope

Sick leave shall encompass absence from work by reason of illness, injury, disability or incapacity, or as otherwise provided for in, and shall be administered in a manner consistent with, the Oregon Sick Leave Law (OSLL) unless otherwise provided for herein.

Section 14.2 – Accrual

Paid Sick leave shall accrue at the rate of eight (8) hours per full calendar month, or major fraction thereof served. Accrual shall begin on the first day of the calendar month following the date of hire, except if the date of hire is the first day of the calendar month, in which case, the accrual starts from the date of hire. Paid sick leave will be prorated for part time employees based on budgeted FTE with a minimum accrual of at least one (1) hour for every thirty (30) hours worked.

Section 14.3 – Notification

Any employee who is ill or unable to report to work for any reason, shall if reasonably possible, notify his/her immediate supervisor no later than his/her reporting time daily. If absent, due to Doctor's order the employee is not required to check in daily, but shall inform his/her manager of the date his/her Doctor has set for a return-to-work date and shall inform his/her manager of any change to such date.

Section 14.4 – Extended Illness Certification

If the absence is in excess of three (3) days or if the City believes sick leave abuse is occurring, the City may require certification of the attending doctor to substantiate that an illness or injury prevents the employee from working.

This certification may also be required after an absence of this length to determine if the employee is physically capable of returning to work, and the cost shall be paid by the City.

The City will notify the employee, prior to the employee's return to work, when a note or Fitness For Duty Examination will be required.

Section 14.5 – Separation of Employment or Death

After attaining seniority, an employee shall be paid for all earned but unused sick leave upon termination of employment up to a maximum of eighty (80) hours. In case of death, compensation of accrued sick leave shall be paid in the same manner as salary due to the decedent is paid.

ARTICLE 15 – VACATIONS

Section 15.1 – Computation

- A. For both the accumulation of leave credit and the granting of leave, vacation leave accrual shall be based upon the hire date of employment, according to the following:
- 1) Probationary employees do not accrue vacation leave. After completion of the probationary period, employees will be credited forty (40) hours of Vacation Leave and may be taken with manager approval. No vacation time will be authorized during the probationary period, unless specific arrangements have been made at the time of hire.
 - 2) Employees shall be credited vacation leave at a rate of six and sixty-seven hundredths (6.67) hours (eighty (80) hours per twelve (12) month period) leave for each month of employment, or major fraction thereof, upon the completion of their probationary period.
 - 3) After completing three (3) years continuous service, employees shall be credited with vacation leave at the rate of ten (10) hours (one hundred twenty (120) hours per twelve (12) month period) leave for each month of employment.
 - 4) After completing five (5) years continuous service, employees shall be credited with vacation leave at the rate of eleven and sixty-seven hundredths (11.67) (one hundred forty (140) hours per twelve (12) month period) leave for each month of employment.
 - 5) After completing ten (10) years continuous service, employees shall be credited with vacation leave at the rate of thirteen and thirty-three hundredths (13.33) (one hundred sixty (160) hours per twelve (12) month period) leave for each month of employment.
 - 6) After completing fifteen (15) years continuous service, employees shall be credited with vacation leave at the rate of fifteen (15.00) (one hundred eighty (180) hours per twelve (12) month period) leave for each month of employment

Vacation leave will be prorated for part time employees based on budgeted FTE.

Section 15.2 – Vacation Times

Vacation times shall be approved by the City, based upon the employees within each workgroup with consideration of the needs of efficient operation, personnel availability, and the availability of vacation relief. In the case of scheduling conflicts between two or more employees making a vacation leave request at the same time, and when not all requests can be approved by the City, seniority shall be the determining factor.

Section 15.3 – Continuous Service and Unused Vacation

Continuous service is defined as service unbroken by separation from the City, other than approved Military leave, sick leave, and other paid leaves. Employees shall not lose accrued vacation leave while on unpaid approved leaves, but shall not accrue additional vacation leave during such absence. After attaining seniority, an employee shall be paid for all earned but unused vacation leave upon termination of employment. In cases of resignation, if the employees does not provide at least two (2) week notice their pay out shall be limited up to a maximum of eighty (80) hours. In case of death, compensation of accrued vacation leave shall be paid in the same manner as salary due to the decedent is paid.

Section 15.4 – Carryover

Vacation time may be accrued up to two hundred fifty (250) hours. Any amount over two hundred fifty (250) hours must be used before July 1 annually or forfeited. However, if the, due to operational conditions, denial of an employee's vacation request, the City shall allow vacation accrual beyond the two hundred fifty (250) hour maximum for a ninety (90) day period. If the vacation cannot be taken within the ninety (90) day period, the employee shall be paid for the unused vacation down to the maximum carryover. Once per fiscal year, employees may request to be compensated for accrued vacation time for up to eighty (80) hours of vacation time, so long as the number of hours requested for cash out is not greater than one-half ($\frac{1}{2}$) of the employee's total annual accrual.

ARTICLE 16 – EMPLOYEE BENEFIT PLANS

Section 16.1 – Health and Welfare Plans

The City will continue to provide the CIS Co-Pay "F" plan with Hearing Aid benefit, Vision Plan A (VSP), Dental Option 1 (Delta Dental) and Dental Option 2 (Willamette Dental). The City pays 100% of the premiums for medical, dental and vision insurance for the employee and 1 dependent (either employee, employee + child, or employee + spouse). For coverage of employee + children, the City will pay 60% of the difference between the additional coverage and employee + child as outlined in the City Annual Benefit Summary.

For coverage of employee + family the city will pay 60% of the difference between the additional coverage and employee + spouse as outlined in the City Annual Benefit Summary. The parties, if the above plan(s) cease availability during the life of the Agreement will initiate mid-term bargaining, ORS 243.698, to negotiate a replacement plan(s)

If at any time during the life of this Agreement the City provides greater than the above coverages to any other employee(s) at a cost share lower than set forth above, the same will be provided to bargaining unit members on the same effective date of such better cost share.

Section 16.2 – Voluntary Employees Beneficiary Association (VEBA)

The City will, effective January 1, 2023, contribute annually for each bargaining unit employee to an VEBA account in an amount no less than as set forth below.

The dollar amount of your contribution is subject to the number of dependents you cover in the City of Umatilla's medical benefits plan.

Employee Only –	\$500.00
Employee + 1 –	\$1000.00
Employee + 2 (or more) –	\$1,500.00

New-hires may receive a pro-rated VEBA Contribution as follows:
Employment date between January 1st and March 31st 75%
Employment date between April 1st and June 30th 50%
Employment date between July 1st and September 30th 25%
Employment date between October 1st and December 31st 00%

If, during the term of this Agreement, the City Council approves additional VEBA contributions, on a going forward basis, the same will be added to the above VEBA contributions.

Section 16.3 – Workers Compensation

All employees are covered for accidents on the job by Workers Compensation Insurance. When Workers Compensation has determined the employee has suffered a qualified injury or disability in his employment, the City will pay the difference between the employee's workers compensation payment and the employee's regular net salary for a period not to exceed sixty (60) days per claim including exacerbation, unless the employee has rejected the City's offer of light duty work, which has been approved by the employee's Physician. Thereafter, employees may elect to use accrued leaves (in the order of: sick, vacation, comp) until expired or the employee only receives the W/C payment. (*bargaining note: OAR 436-060-0025: employer is not permitted to receive the employee's W/C check and pay salary in lieu.*)

Section 16.4 – Long-Term and Short-term Disability

The City will continue to provide Long-Term Disability Coverage as provided by the carrier subject to carrier eligibility requirements.

The City will continue to provide employees with at least two (2) programs for short-term disability. If an employee chooses to select short-term disability the cost will be wholly the responsibility of the employee.

Section 16.5 – Identity Protection Plan

The City shall continue to offer employees an option for identity theft protection. If an employee chooses to select identity protection the cost will be wholly the responsibility of the employee.

Section 16.6 – Employee Health & Wellness Programs

The City will provide employees with health and wellness programs at a level no less than as set forth in City of Umatilla Resolution No. 22-2022.

If, during the term of this Agreement, the City Council approves additional Health & Welfare programs, on a going forward basis, the same will offered to Bargaining Unit members.

Section 16.7 – Tuition Reimbursement Program

The City will continue to assist staff with costs related to voluntary continuing education, provided the participation is approved in advance by the City Manager or his/her designee. The amount of funding available to each employee is limited to two thousand five hundred dollars (\$2,500) per year, with a maximum amount of assistance to all employees of ten thousand dollars (\$10,000) per fiscal year.

If, during the term of this Agreement, the City Council approves improved Tuition Reimbursement programs, on a going forward basis, the same will offered to Bargaining Unit members.

Section 16.8 – Life Insurance

The City shall continue to provide Basic Life insurance for the employee in the amount of twenty thousand dollars (\$20,000.00).

The employee will have the option to purchase Supplemental Voluntary Employee/Spouse/Dependent coverage as provided by City County Insurance Services.

If the employee chooses additional coverage the cost shall be wholly the responsibility of the employee's expense.

ARTICLE 17 - PENSION FUND

Section 17.1 – Public Employees Retirement System

The City shall make payments into the Oregon Public Employees Retirement System (PERS) on behalf of each eligible employee at the rate required by the PERS. The City shall additionally be responsible and make payment of the employee's contribution to PERS.

Section 17.2 – Deferred Compensation

The City shall, for the life of this Agreement, continue to offer employees the option to voluntarily participate in the One America Deferred Compensation Plan. If the employee decides to participate, the City of Umatilla will provide a fifty percent (50%) match up to a maximum of three percent (3%) of the employee's salary. For example, if an employee contributes six percent (6%) of their salary, they will receive the maximum three percent (3%) City contribution. If the employee contributes four percent (4%) of their salary, they will receive a two percent (2%) City contribution. Employees must contribute at least two percent (2%) in order to receive the minimum employer match of one percent (1%).

ARTICLE 18 – SAVINGS CLAUSE

Section 18.1

If any Article or Section of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement, or the application of the same to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 18.2

Should either party find that a provision is invalid, and the other party disagrees with this finding, then the Article or provision in question shall be declared inoperative pending a resolution of the question.

Section 18.3

In the event that any Article or Section as referred to in the foregoing paragraphs is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining

negotiations upon the receipt of the request of the notifying party, for the purpose of arriving at a mutually agreeable replacement for such Article or Section.

ARTICLE 19 – ENTIRE AGREEMENT

Section 19.1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

ARTICLE 20 – TERM OF AGREEMENT

Section 20.1

This Agreement shall be in full force and effect from May 3, 2022, to and including June 30, 2025, and shall continue in effect thereafter unless either party gives to the other a notice of intention to terminate or modify this Agreement. Such notice shall be given at least sixty (60) days prior to the expiration date of this Agreement.

Section 20.2

If such notice as described in 20.1 is not given the current Agreement shall remain in full force and effect unless or until either party chooses to thereafter terminate the current Agreement and begin bargaining a successor upon sixty (60) days written notice to the other party.

Section 20.3

Should negotiations commence to amend or modify this Agreement, the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations, until such time as a new Agreement is signed. Either party may terminate the extension of this Agreement with written notice served upon the other party.

CITY OF UMATILLA

TEAMSTERS LOCAL UNION NO. 670

DAVID STOCKDALE

City Manager

MICHAEL BERANBAUM

Secretary-Treasurer

Date

Date

APPENDIX “A”

Salaries are monthly, based on annualized 2080 hours per year schedule. Hourly rates calculated using (monthly wage x 12)/2080 hours per year.

Step 1 is the employee's rate upon hire, Step 2 is achieved after six (6) months of continuous employment. Thereafter, step increases are on the employee's anniversary dates based on date of hire.

Wage rates effective 1st payroll period following ratification, and approval by the City Council, through June 30, 2023

For purposes of our initial proposal the rates are based upon the current City of Umatilla monthly pay resolution for pay grades C, D and E which with the deletion of current Step 6 and Current Step 8 we propose be increased by 2.0%

Effective 1st payroll period following ratification, and approval by the City Council, all employees currently at steps 6 or 8 will move to the new steps 6 or 7 respectively.

Temporary and Seasonal employees who subsequently become full-time employees will, upon becoming full-time, be placed into Step 2 of the appropriate classification if they have completed at least ninety (90) days of employment, otherwise they shall be placed at Step 1.

Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Worker 1	\$3,671	\$3,784	\$3,900	\$4,021	\$4,146	\$4,406	\$4,683
Maintenance Worker 2	\$3,884	\$4,004	\$4,127	\$4,255	\$4,386	\$4,662	\$4,955
Lead	\$4,553	\$4,693	\$4,839	\$4,989	\$5,173	\$5,465	\$5,809
Temporary Worker	\$14.50 - \$16.50 (all current + \$0.50)						
Seasonal Worker	\$14.50 - \$16.50 (all current + \$0.50)						

Wage rates effective July 1, 2023 includes an increase of 1.75%

Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Worker 1	\$3,735	\$3,850	\$3,969	\$4,091	\$4,219	\$4,484	\$4,765
Maintenance Worker 2	\$3,952	\$4,074	\$4,199	\$4,330	\$4,463	\$4,744	\$5,042
Lead	\$4,633	\$4,775	\$4,924	\$5,076	\$5,264	\$5,561	\$5,911
Temporary Worker	\$15.00 - \$17.00 (all current + \$0.50)						
Seasonal Worker	\$15.00 - \$17.00 (all current + \$0.50)						

Wage rates effective July 1, 2024 includes an increase of 2.0%

Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Worker 1	\$3,810	\$3,927	\$4,048	\$4,173	\$4,303	\$4,573	\$4,860
Maintenance Worker 2	\$4,031	\$4,155	\$4,283	\$4,417	\$4,552	\$4,839	\$5,143
Lead	\$4,726	\$4,871	\$5,022	\$5,178	\$5,369	\$5,672	\$6,029
Temporary Worker	\$15.50 - \$17.50 (all current + \$0.50)						
Seasonal Worker	\$15.50 - \$17.50 (all current + \$0.50)						

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 30-2022 - A resolution authorizing City Manager Stockdale to sign an intergovernmental agreement and associated amendment with the Umatilla County Special Library District for library services	Meeting Date: 2022-05-03
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): Library - 06
Amount Budgeted: N/A	

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

[RES 30-2022.docx](#)

[UCSLD Agreement 07.01.22.pdf](#)

[UCSLD Amendment 07.01.22.pdf](#)

Summary Statement: Motion to approve Resolution No. 30-2022

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

RESOLUTION NO. 30-2022

A RESOLUTION AUTHORIZING CITY MANAGER STOCKDALE TO SIGN AN INTERGOVERNMENTAL AGREEMENT AND ASSOCIATED AMENDMENT WITH THE UMATILLA COUNTY SPECIAL LIBRARY DISTRICT FOR LIBRARY SERVICES

WHEREAS, the Umatilla County Special Library District (UCSLD) has been established by the voters of Umatilla County to provide library services to the various cities in Umatilla County; and

WHEREAS, the current intergovernmental agreement between the City and UCSLD for library services expires June 30, 2022; and

WHEREAS, the City and UCSLD desire to enter into a new intergovernmental agreement; and

WHEREAS, UCSLD has provided the attached agreement and associated amendment.

NOW, THEREFORE, BE IT RESOLVED the City of Umatilla does hereby authorize City Manager Stockdale to sign this agreement and associated amendment on behalf of the City of Umatilla.

PASSED by the Council and **SIGNED** by the Mayor this 3rd day of May, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



**UMATILLA COUNTY
SPECIAL LIBRARY
DISTRICT**

Strengthening our community libraries

PO Box 1689
425 S Main Street
Pendleton, OR 97801

Phone (541) 276-6449

December 17, 2021

Mr. David Stockdale, City Manager
City of Stanfield
P.O. Box 130
Umatilla, OR 97882

Dear Mr. Stockdale:

Enclosed is the new Agreement for Library Services between the Umatilla County Special Library District (UCSLD) and the City of Umatilla. This serves as notification that the current Agreement, effective from 7/1/2019, will end as of June 30, 2022. The enclosed Agreement will take effect as of 7/1/2022.

The new Agreement includes the main document with three appendices and two signature pages, signed by the UCSLD officials. Please have the appropriate officials sign both signature pages and return one to the UCSLD by May 15, 2022 in the enclosed stamped envelope.

Below is a summary of the cooperative and transparent review process the Board undertook to update the funding model and clarify elements of the Agreement:

- Set goals and established values to guide the process.
- Employed a library consultant with experience in a variety of library system funding models to guide the process and to facilitate the public meetings.
- Over the course of three public meetings asked for input about how the current funding model was working, ideas for new funding models, thoughts to consider as a new model was created, review several models and answered questions that arose during the process.
- The Board adopted a revised funding formula model at their regular meeting in February 2021.
- The Agreement for Library Services was reviewed and updated by an attorney and the final approval was at their November 2021 meeting.
- The new Agreements mailed to the fiscal authorities of each Public Library December 2021.
- For more detail on this process, please see the Overview of the Funding Model Process on our website at <https://www.ucslid.org/>

While there are few changes to the Agreement for Library Services enclosed, the funding model has been updated. I am happy to meet with you and/or present

information at your city council meeting to explain this in more detail. Please be in touch if you have questions or need clarification.

Thank you for your attention as we continue providing excellent library services to our residents in Umatilla County. Our partnership is a benefit to our communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'EMC', with a long horizontal stroke extending to the right.

Erin McCusker
District Director

Enclosures:

- Agreement
- Two Signature Pages
- Stamped Envelope

AGREEMENT FOR LIBRARY SERVICES

Umatilla County Special Library District

This agreement ("Agreement") is entered into by and between the Umatilla County Special Library District ("District"), and the City of Umatilla ("City"), both municipal corporations and political subdivisions of the State of Oregon. This Agreement is entered into pursuant to Oregon Revised Statutes ("ORS") 190.010 and shall be effective upon signing by both parties hereto.

RECITALS

WHEREAS, the District was established by the voters of Umatilla County to provide Library Services as defined in ORS 357.400(3), within Umatilla County, Oregon; and

WHEREAS, for that purpose the District and the City desire to enter into an intergovernmental agreement to provide Library Services through the City Library; and

WHEREAS, the parties recognize that this Agreement is not exclusive and that the District has entered into or proposes to enter into similar agreements with other public entities to ensure consistent and cooperative provision of Library Services throughout Umatilla County.

AGREEMENT

In consideration of the mutual obligations stated herein, the parties agree as follows:

1. **DEFINITIONS.** When used in this Agreement, unless the context indicates otherwise:
 - A. "City" means the City of Umatilla, in Umatilla County, Oregon.
 - B. "County" means Umatilla County, Oregon.
 - C. "District" means the Umatilla County Special Library District.
 - D. "Home Library" means the Library that uses the same ZIP code as a patron's residence.
 - E. "Library" means the City of Umatilla Public Library.
2. **TERM.** This Agreement shall take effect July 1, 2022 and shall be of indefinite duration unless and until modified pursuant to Section 3 or terminated pursuant to Section 14 of this Agreement.

3. REVIEW AND RENEGOTIATION. The terms of this Agreement, including but not limited to terms and methods for Funding, are subject to review and renegotiation every three (3) years. Either party may submit a written request for review and renegotiation to the other party at least twelve (12) months prior to the end of the applicable three (3)-year period. Upon the other party's receipt of such request, the parties shall engage in good-faith negotiations regarding any modifications. If the parties cannot agree to the modified terms within six (6) months of the date on the written notice, either party may terminate the Agreement as provided in Section 14. Failure to provide timely notice under this paragraph shall be deemed consent to renew the Agreement according to its existing terms until the next review period.

4. DUTIES AND OBLIGATIONS OF THE PARTIES.

A. For the City. The City's obligations under this Agreement shall be as follows:

- (1) Operations. In operating the Library, be responsible for the following:
 - (a) Purchasing materials, supplies, equipment and services necessary for the setup and continued operation.
 - (b) Preparing and approving an annual Library budget.
 - (c) Entering into contracts with any person, firm or corporation, or any agency or government, as necessary, to acquire goods or services for the development of and the operation of the Library.
 - (d) Contracting or providing for the use of space for its operations, staff, a supervisor, or auxiliary services, including but not limited to records, payroll, accounting, purchasing and data processing.
 - (e) Reviewing staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery and performing annual employee evaluations based on those job descriptions.
 - (f) Determining the level of staffing required to provide Library Services according to all applicable standards and in compliance with this Agreement. Employing, supervising, and terminating a director and other Library employees.
 - (g) Compensating the Head Librarian/Library Director or equivalent at not less than 150% of the State of Oregon minimum wage.
 - (h) Taking any other action necessary and proper for the management of the Library and the performance of its functions.
- (2) Standards. Complying with all applicable State of Oregon laws and

administrative rules relating to hours of operation, staffing levels, and collection size. To the extent feasible the Library will strive to meet Oregon Library Association Public Library Standards.

- (3) Unplanned Changes in Staffing and Operations. Notifying the District's Board of Directors when changes are made in Library staffing or operations that affect or may affect the implementation of the current Annual Library Service Plan. The District reserves the right to withhold or modify funding for substantial deviations from the approved plan.
- (4) Library Closures. Notifying the District office of any unscheduled Library closures.
- (5) Interlibrary Loan. Participating in universal borrowing for all District residents.
- (6) Support for the District. Acknowledging the District's contributions on Library website, brochures, newsletters, etc. Providing other support and advocacy for the District upon request.
- (7) Annual Library Service Plan.
 - (a) On or before May 1 of the current fiscal year, prepare and submit to the District an Annual Library Service Plan ("ALSP") proposal for the next fiscal year. The ALSP shall be based on the then-current District guidelines for programs. Funding under this Agreement is expressly conditioned upon District approval of the ALSP.
 - (b) No later than October 31 of each year, present a written review of the prior fiscal year's ALSP to the District Board of Directors.
- (8) Annual Statistical Report. On or before November 10 of each fiscal year, furnish to the District a copy of the Library's annual statistical report that is sent to the State Library of Oregon.
- (9) Funding Conditions. Comply with all Funding Conditions described in Section 5 of this Agreement.
- (10) Financial Reporting.
 - (a) Account for all Library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City General Fund, consistent with accounting and budgeting requirements under Oregon law.
 - (b) Budget any unexpended Funding from the prior fiscal year budget as beginning cash balance in the following fiscal year's Library budget,

consistent with accounting and budgeting requirements under Oregon law.

- (c) On or before October 10 of each fiscal year, provide to the District a copy of the City's annual adopted Library budget, showing the planned use of Funding from the District. The budget shall be accompanied by a written summary of any anticipated changes in staffing or operations in the next fiscal year that may affect the apportionment of Funding.
 - (d) On a monthly basis, provide a financial report for the Library to the Library Director and Library Board. The report shall include any anticipated changes in staffing or operations in the next fiscal quarter that may affect the apportionment of Funding.
 - (e) Provide additional or supplemental information upon request.
 - (f) On or before February 1 of each fiscal year, provide to the District a copy of an annual audit showing expenditures of Funding during the prior fiscal year.
 - (g) Ensure that all gifts, grants, contributions or fees received by the City for library services from any source other than the District are accounted for in the Library budget and used solely for Library operations.
- (11) In-Service Training. Provide regular wages and benefits for employees participating in District-provided in-service trainings, including reimbursement for reasonable and customary mileage, meals, substitutes, etc. The Library must close for these trainings.

B. For the District. Subject to the availability of funds, the District's obligations under this Agreement shall be as follows:

- (1) Funding. Subject to the terms and conditions stated in Section 5 of this Agreement, on an annual basis provide to the City funding ("Funding") for Library Services according to the formula described in Appendix A, which is attached hereto and incorporated herein by this reference.
- (2) Annual Budget. As soon as available, provide a copy of the District's anticipated annual funding distribution amounts to the City for use in the budgeting process. The parties recognize that both parties' budgets must conform to Oregon budget laws.
- (3) Distribution of Funds. Promptly upon receipt of property tax revenues from the Umatilla County Treasurer, transfer to the City its proportionate share of the Funding as described in Appendix A.
- (4) District Director. Provide District Director services for the purposes of

providing advice, sharing information, serving as a resource, and assisting in solving problems. When appropriate the District Director shall act as a Communication Liaison for cooperative projects.

- (5) Technical Services Manager. Provide Technical Services, including cataloging assistance, resolving database issues, and one-on-one library site visits at least twice per year.
- (6) Early Literacy Program Manager. When appropriate and upon request, provide resources and services through the Early Literacy Program Manager.
- (7) In-Service Staff Training. Fund and present a minimum of two trainings per year for all library staff based on District and Library program priorities and needs. The Library will be closed for these trainings.
- (8) Resource Sharing. When, in the District's sole discretion, it is reasonable and cost-effective, the District shall provide the following shared resources:
 - (a) Courier Service. Contract courier services for delivery of books and other library materials from and to the participating libraries within the County.
 - (b) Library Automation System. Sage Library System membership levels for the libraries in the District. Libraries shall follow all Sage Library System policies and all District policies relating to the implementation of such policies.
 - (c) Public Resources. Additional resources that will be accessible through the Library to a resident with a local library card.
 - (d) Joint Purchasing Opportunities. When appropriate and upon agreement of all participating parties, pursue and coordinate joint purchasing opportunities.
 - (e) Professional Learning Opportunities. Share free resources for training elected officials and non-Library personnel.
- (9) District Annual Service Plan (ALSP). By May 1 of each year, provide a copy of the District's Annual Service Plan on the District website for public viewing. Provide hard copies of the Plan upon request. By October 31, provide an evaluation process of the previous fiscal year's ALSP.

5. FUNDING TERMS AND CONDITIONS.

- A. Use of Funds. The parties intend that Funding provided pursuant to paragraph 3.B(1) will be used solely to support operation of the Library and implementation of the Library's Annual Library Service Plan (ALSP). The Funds may not be used

for the purchase, rehabilitation, or maintenance of a building or grounds for the City library; for structural modification of an existing City library; or for maintenance or operation of the Library's physical plant.

- B. Annual Library Service Plan. Receipt of Funding is expressly conditioned upon the District's approval of the City's timely submitted Annual Library Service Plan ("ALSP") proposal pursuant to paragraph 4.A(7)(a) of this Agreement.
- C. Budget Availability. The parties recognize that the District is a special taxing district which receives its funding through property tax receipts collected by Umatilla County. In the event the tax revenues are less or more than those in the budget adopted by the District for the applicable fiscal year, the allocations of funds to the City shall be proportionately reduced or increased by the same percentage as the reduced or increased level of tax revenues. For example, if the total annual revenues were reduced/increased by one (1%) percent, then the City's total receipts from the District would be reduced/increased by one (1%) percent.
- D. Withholding Funding. If the City fails to comply with the terms of this Agreement, the District may withhold distributions of Funding to the City until all terms are met.
- E. Changes to Funding Formula. The population element of the funding formula described in Appendix A is subject to change every three (3) years based on changes in ZIP Code information provided by Portland State University Population Research Center. Population changes could cause changes in the distribution percentages.

6. PROHIBITION OF DISENFRANCHISEMENT. A patron's residency outside of the City limits of their Home Library shall not be basis for excluding such patron from participation in public discussions regarding their Home Library.

7. NO EMPLOYMENT RELATIONSHIP. Any and all employees of the City, while engaged or performing any work or service required under this Agreement, shall be considered employees of the City and not employees of the Library District. Any claims that may arise under the Workers' Compensation Act on behalf of such employees while so engaged; any claim for or regarding compensation or benefits for such employees; and any and all claims made by third parties as a consequence of any act or omission on the part of the City or its employees shall be the sole obligation and responsibility of City.

8. NOTICES. Any notice required to be given under this Agreement shall be effective on the date of actual receipt or two (2) days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to either party at the address stated below or such other addresses as either party may specify by written notice to the other party:

City of Umatilla
P.O. Box 130
Umatilla, OR 97882

Umatilla County Special Library District
PO Box 1689
Pendleton, OR 97801

9. SEVERABILITY. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

10. GOVERNING LAW. This Agreement shall be construed and regulated by the laws of the State of Oregon. Venue for any dispute hereunder shall lie in Umatilla County, Oregon.

11. DISPUTE RESOLUTION.

- A. Negotiation. Prior to any mediation or arbitration of any dispute arising under this agreement, the parties agree to submit each such dispute to mediation and to attempt to settle such dispute in good faith.
- B. Mediation. If the dispute cannot be resolved by good-faith negotiations, a mediator will be selected by and paid equally by the parties. If the matter is not settled after one mediation session, then the arbitration provisions of this agreement shall apply.
- C. Arbitration. If any dispute arises between the parties which is not settled by mediation, such dispute shall be resolved by binding arbitration. Either party may request arbitration in writing to the other party. The parties shall mutually select a single arbitrator. If the parties cannot agree on an arbitrator, the presiding judge of the Umatilla County Circuit Court will choose an arbitrator. The arbitration shall take place in Umatilla County, Oregon, and shall be conducted according to the rules of the Arbitration Service of Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

12. INDEMNITY. The City shall defend, indemnify and hold the District harmless from any claims, damages, suits or actions arising out of or in connection with the provision of Library Services provided pursuant to this Agreement.

13. AMENDMENT. This Agreement may be modified only by mutual written consent of the parties hereto.

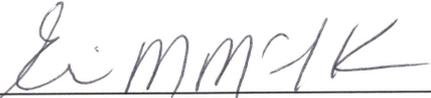
14. TERMINATION. Either party may terminate this Agreement without cause by giving written notice to the other party not less than six (6) months prior to the end of the then-current fiscal year. Such termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given.

IT IS HEREBY AGREED:

UMATILLA COUNTY SPECIAL LIBRARY DISTRICT



Board President



Board Secretary

December 17, 2021
Date

CITY OF UMATILLA

City Manager/Mayor

ATTEST: _____
City Manager/City Recorder

_____, 20____
Date

ATTACHMENTS:

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association Public Library Standards

Appendix C: UCSLD Organizational Governance Outline

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

The Umatilla County Special Library District (UCSLD) was created on November 4, 1986, by voters from all of Umatilla County except for incorporated Hermiston. The order creating the District reads, “The purpose of the Umatilla County Special Library District shall be to provide library and information services to persons within the district.” Further, the UCSLD “shall be a municipal corporation and shall have perpetual succession, and shall, in its own name, exercise and carry out the powers and objects provided for by Oregon Statutes governing library districts.”

Through agreements between the District and the established public libraries in Umatilla County, the UCSLD ensures the provision of public library service to all residents within its boundaries. The public libraries within the District boundaries are defined as “member libraries.” At the start of the District the City of Hermiston chose not to be part of the District, but instead later signed an agreement with the District to provide access to library services for the rural or unincorporated Hermiston population. Therefore, Hermiston Public Library is considered a “partner library.”

The funding model which distributes tax revenue to District libraries provides that 80 percent of UCSLD tax revenues would go to the District member libraries and partner library. The remaining 20 percent of revenues remain with the District, and are used for operations and administration, and services provided to member libraries, including but not limited to cataloging services, courier delivery service, membership in the Integrated Library System (ILS) [now SAGE], and resources for all residents such as Library2Go (Libraries of Eastern Oregon pricing) and early childhood literacy outreach services.

In the Fall of 2019 the UCSLD Board of Directors conducted a review of the tax distribution process, culminating in a decision in 2021 to update the distribution formula consistent with ORS 357.405, which defines “public library,” and the rules for implementation found in OAR 543-010-0036. Each library’s service population is now determined by population within their zip code area in Umatilla County.

The formula consists of two funding components: (1) Base threshold criteria, and (2) population. The elements of the base threshold criteria are: Personnel, collections, and operations and maintenance (O&M). These elements are adjusted by population size category. The population component is determined by the census zip code area numbers.

Every three (3) years, the Board of Directors will review the threshold criteria and update as needed and will review and update the formula to reflect the current population numbers.

The distribution percentages are determined through the following process:

Population for each zip code in UCSLD boundaries is provided to the District by the Portland State University Population Research Center. The zip code population for each member library and partner library is as follows:

Zip Code	City	2020 Census Population - City	2020 Census Population - Zip Code Area	Population of UCSLD Zip Code Areas	Zip Code area number as a percentage of the whole zip code population	Remainder of difference between County Population and zip code populations with % change applied	Final Population Figures to Use
97810	Adams	389	887	887	1.46%	888	888
97813	Athena	1,209	1,386	1,386	2.29%	1,388	1,388
97826	Echo	632	1,061	1,061	1.75%	1,063	1,063
97835	Helix	194	373	373	0.62%	374	374
97838	Hermiston	19,354	28,348	8,994	14.83%	9,007	9,007
97862	Milton-Freewater	7,151	11,512	11,512	18.99%	11,529	11,529
97801	Pendleton	17,107	21,882	22,052	36.37%	22,084	22,084
97859	Meacham	170	170	0	0.00%	0	0
97868	Pilot Rock	1,328	1,756	1,756	2.90%	1,759	1,759
97875	Stanfield	2,144	2,875	2,875	4.74%	2,879	2,879
97880	Ukiah	159	224	224	0.37%	224	224
97882	Umatilla	7,363	8,271	8,271	13.64%	8,283	8,283
97886	Weston	706	1,241	1,241	2.05%	1,243	1,243
		57,906	79,986	60,632	100.00%	60,721	60,721
PSU	Umatilla County	80,075	80,075				
Hermiston Rural		8,994					
Unassigned		89					

The formula for determining the distribution to each library is below:

	FY 22-23 80% Anticipated Distribution	2020 Population	Pop Size Category	Base/Threshold Criteria Elements					BASE Amount	REMAINDER Amount	TOTAL ESTIMATED DISTRIBUTION	Multiplier for Remainder Funds	
				Personnel FTE*	\$	Staff Funding	Collections	O&M				Total	Zip Code population
Adams		888	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$12,186	\$40,698	888	1.46%
Athena		1,388	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$19,041	\$63,890	1,388	2.29%
Echo		1,063	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$14,576	\$59,425	1,063	1.75%
Helix		374	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$5,124	\$33,636	374	0.62%
Hermiston (rural)		9,007	1	0.0	\$47,840	\$0	\$0	\$0	\$0	\$123,560	\$123,560	9,007	14.83%
Milton-Freewater		11,529	2	2.9	\$47,840	\$137,325	\$11,529	\$14,885	\$163,739	\$158,152	\$321,891	11,529	18.99%
Pendleton		22,084	2	4.3	\$47,840	\$204,653	\$22,084	\$22,674	\$249,411	\$302,951	\$552,362	22,084	36.37%
Pilot Rock		1,759	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$24,124	\$68,973	1,759	2.90%
Stanfield		2,879	2	1.2	\$47,840	\$55,097	\$2,879	\$5,798	\$63,774	\$39,497	\$103,270	2,879	4.74%
Ukiah		224	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$3,077	\$31,589	224	0.37%
Umatilla		8,283	2	2.4	\$47,840	\$116,622	\$8,283	\$12,490	\$137,395	\$113,627	\$251,022	8,283	13.64%
Weston		1,243	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$17,049	\$61,898	1,243	2.05%
	\$1,712,216	60,721	1<2000; 2 >2000	*Based on Pop Size Cat: 1=0.5 pop<1000, 0.8 pop>1000; 2=pop/2000x 0.8 <5000 and for >5000=2/15,00 0*(pop-5000)/2	1 fte @ 23.00/HR		1- pop<1000=\$2000; pop>1000=2500; 2= 2500 or pop*1 whichever is greater	10% of Staff+Coll	\$879,251	\$832,965	\$1,712,216	60,721	100.00%
		Hermiston shows Unincorporated only		Calculated, not rounded		Calculated, not rounded		51.35%	Used remaining funds after the base amount is distributed. Used a % derived from each libraries' % of whole zip code population.				

For the next three years, FY 2022-23, FY 2023-24 and FY 2024-25, the distribution multipliers (a fraction of the 80% calculated) for the member libraries, the partner library and the District

are as follows:

Adams	0.0190152
Athena	0.0298514
Echo	0.0277653
Helix	0.0157159
Hermiston (Rural)	0.0577310
Milton-Freewater	0.1503975
Pendleton	0.2580806
Pilot Rock	0.0322264
Stanfield	0.0482511
Ukiah	0.0147595
Umatilla	0.1172854
Weston	0.0289207
District	0.2000000
	100.00%

The Board will review and update the population numbers and funding elements during the last year of the Agreements.

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association Public Library Standards

From: <https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=278527>

[Oregon State Library](#)
[Chapter 543](#)
[Division 10](#)
[ADMINISTRATION](#)

543-010-0036

Official Recognition of Public Libraries

(1) The State Library Board will officially recognize those public libraries that become legally established under one of the methods described in ORS 357.216-286 or 357.400-621 and have met all minimum conditions.

(2) Libraries, that have a service population of over 2000, shall meet the following minimum conditions:

- (a) Have at least half (50%) of its operational financial support from public funds.
- (b) Be open to the public a minimum of 20 hours per week.
- (c) Provide a collection comprising books, media, or electronic resources.
- (d) Offer free public access computers with Internet access.
- (e) Offer free public wireless Internet access (wi-fi).
- (f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- (g) Dedicate at least 0.50 full-time equivalent (FTE) paid staff time exclusively to library functions.
- (h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
- (i) Provide basic services for reference and youth services.
- (j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

(3) Libraries, that have a service population of 2000 or less, shall meet the following minimum conditions:

- (a) Have at least one fourth (25%) of its operational financial support from public funds.
- (b) Be open to the public a minimum of 10 hours per week.
- (c) Provide a collection comprising books, media, or electronic resources.
- (d) Offer at least one free public access computer with internet access.
- (e) Offer free public wireless internet access (wi-fi).
- (f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- (g) Dedicate at least 0.25 full-time equivalent (FTE) paid staff time exclusively to library functions.

- (h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
- (i) Provide basic services for reference and youth services.
- (j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

(4) Official recognition as a public library will qualify the library to be eligible for state aid and grants from the State Library as authorized in statutes. A library must receive official recognition by June 30 to be eligible for grant funding in the next state fiscal year beginning July 1.

(5) Official recognition will continue unless the library no longer meets the statutory requirements of a public library.

(a) Library responses to the Public Library Annual Statistical Survey will be used to determine compliance with minimum conditions outlined in sections (2) and (3).

(b) An officially recognized public library that fails to meet the minimum conditions as outlined in section (2) or (3) will have two (2) years to achieve compliance, during which time the library maintains eligibility for state aid and grants.

(c) Proceedings for termination of official recognition for a library that fails to meet minimum conditions after two (2) years will be scheduled for consideration by the Board, which will then make a determination.

(d) The State Library will provide an annual report to the Board on the status of public library compliance with minimum conditions.

(6) Notwithstanding section (5), if an officially recognized public library fails to meet the minimum conditions outlined in section (2) or (3) by June 30, 2021, the public library will have one year to meet the minimum conditions before section (5)(b) shall apply to the public library.

(7) The Board will terminate a public library's official recognition immediately after a local government withdraws support following the requirements of ORS 357.621. The State Library will notify the local government that official recognition is being terminated.

(8) Any affected agency may appeal the termination of official recognition to the Board. The appeal must be in writing and must contain a detailed statement specifying the reason the appellant agency believes the action was improper.

(9) The written appeal must be filed no later than 15 business days after the notice of termination of official recognition is received. Once an appeal is received, it will be scheduled for consideration by the Board, which will then make a determination.

(10) To be reinstated, a library must request reinstatement of official recognition from the Board. The request must include signed documentation attesting that the library has met all minimum conditions. The request will then be scheduled for consideration by the Board, which will make a determination. The State Library will notify the local

government if official recognition is being reinstated. A library may appeal a denial of reinstatement as described in this rule.

Statutory/Other Authority: ORS 357.026(1)

Statutes/Other Implemented: ORS 357.216-286, 357.400 - 357.621 & HB2243 A (2019)

History:

[OSL 1-2021, temporary amend filed 06/23/2021, effective 06/23/2021 through 12/19/2021](#)

[OSL 2-2019, amend filed 10/21/2019, effective 01/01/2020](#)

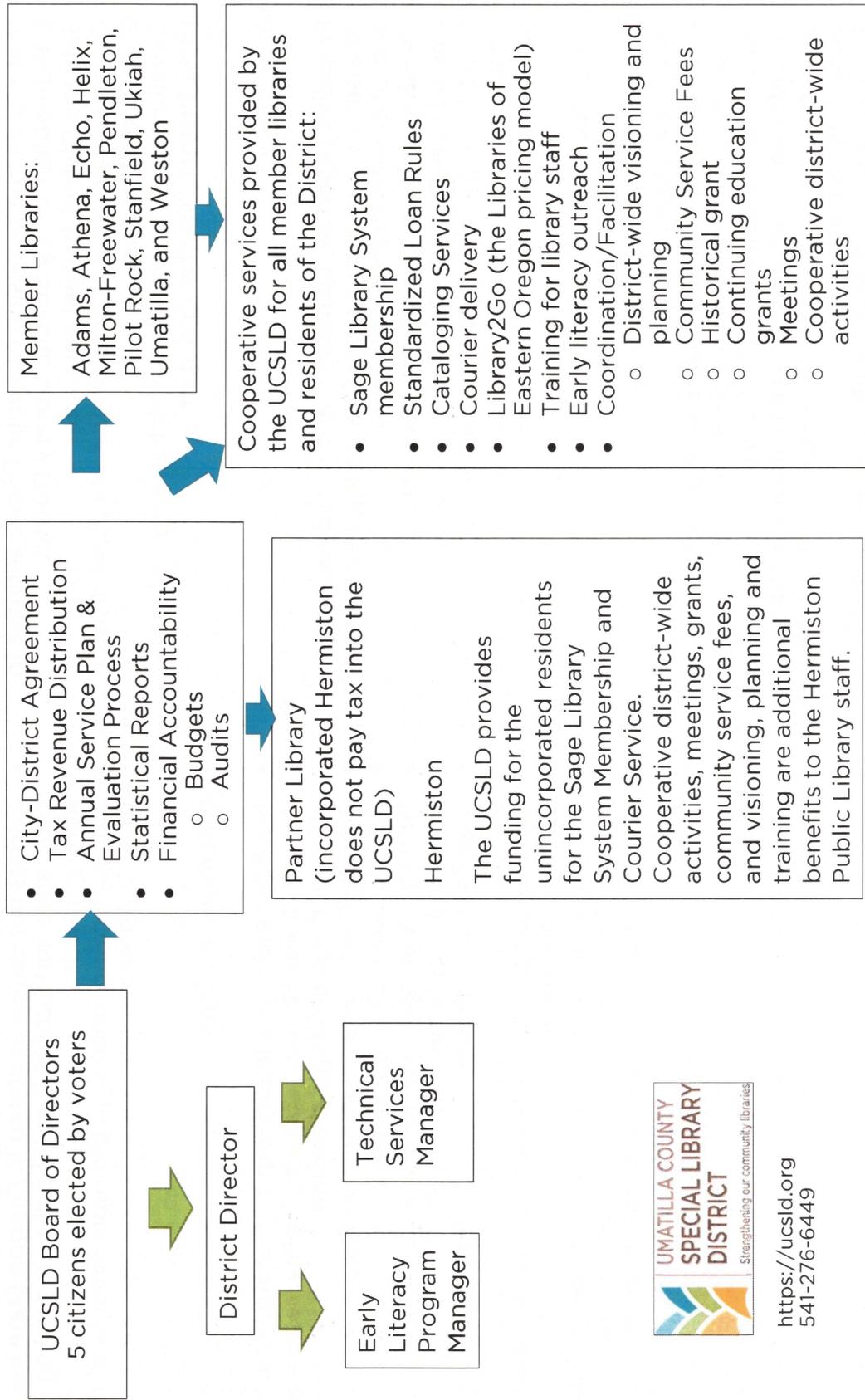
OSL 1-2000, f. & cert. ef. 4-13-00

Oregon Library Association Standards

See: <https://www.olaweb.org/assets/PLD/PLDStandards/PLD-Standards-091718.pdf>

Appendix C: Umatilla County Special Library District (UCSLD) Organizational Governance Structure

The UCSLD was established to provide library services district-wide. Currently, this is accomplished through inter-governmental agreements with 11 member libraries: 10 cities and one school district, and the one partner library's city, to provide library service to everyone within the UCSLD boundaries.



<https://ucslid.org>
541-276-6449

MAJOR ROLES AND RESPONSIBILITIES:

Library District Board of Directors

- Operates according to the governing ORS statutes
- Oversees distribution of approved tax-payer funds that ensure the provision of public library services in the Umatilla County Special Library District
- Sets the District budget each year
- Oversees Agreements with cities and school district
- Sets District policies
- Develops and implements District strategic plans
- Hires District Director and staff

District Director

- Provides expertise, leadership and coordination
- Advises District Board regarding policy, resource allocation and strategic planning
- Prepares and manages District budget
- Administers District operations
- Monitors and evaluates District activities
- Supervises and evaluates District staff
- Serves as District Board Secretary

Cities/School District

- Adopts local library policies
- Hires local library director
- Prepares/adopts annual public library budget in coordination with the library director
- Fiscally supports local public library
- Provides and maintains the public library building
- Oversees compliance with the requirements of the UCSLD Agreement
- Supports and advocates for libraries and UCSLD

Library Boards

- Serves as library policy advisors
- Supports and advocates for libraries and UCSLD
- Carries out duties as stated in Oregon State law/City ordinance and School District policy regarding library boards
- Monitors compliance with the requirements of the UCSLD Agreement

Local Library Director

- Provides expertise, leadership and coordination
- Advises library board regarding policy, resource allocation and strategic planning
- Prepares and manages library budget
- Administers local library operations
- Monitors and evaluates library performance
- Hires and supervises library staff
- Oversees coordination with local library support groups
- Ensures compliance with the requirements of the UCSLD Agreement
- Collaborates with the UCSLD to provide the best public library service to the residents of the District
- Supports and advocates for libraries and the UCSLD



**UMATILLA COUNTY
SPECIAL LIBRARY
DISTRICT**

Strengthening our community libraries

PO Box 1689
425 S Main Street
Pendleton, OR 97801

Phone (541) 276-6449

April 14, 2022

**Mr. David Stockdale, City Manager
City of Umatilla
P.O. Box 130
Umatilla, OR 97882**

Dear Mr. Stockdale:

At its March 2022 meeting, the Library District's Board of Directors considered questions raised by the City of Umatilla about the District's recently renewed Agreement for Library Services. The board agreed that some clarification to the original Agreement would be helpful to all participating agencies, and authorized the changes shown in lined-out format on the enclosed Amendment.

If you agree to the changes shown on the Amendment and have already signed the Agreement, please sign both copies of the Amendment and return one to the District in the self-addressed stamped envelope.

If your governing board opts not to sign the Amendment, the changes shown on it will not apply and the unamended Agreement for Library Services will apply to your organization.

If you have not yet signed the Agreement, please sign both documents and return one signed copy of the Agreement and the Amendment.

Please let me know if you have any questions.

Sincerely,

**Erin M. McCusker
District Director**

Attachment

AMENDMENT TO AGREEMENT FOR LIBRARY SERVICES

Umatilla County Special Library District

This amends the Agreement for Library Services (“Agreement”) proposed on December 17, 2021, by and between the Umatilla County Special Library District (“District”), and the City of Umatilla (“City”), both municipal corporations and political subdivisions of the State of Oregon. This amendment (“Amendment”) shall be effective upon signing by both parties hereto.

RECITALS

WHEREAS, the District has all powers and authorities granted to special library districts pursuant to ORS chapter 357, including the authority to administer District funds and to enter into contracts; and

WHEREAS, in 2021 the District proposed an Agreement with libraries in Umatilla County to establish performance measures and conditions for receipt of funding from the District; and

WHEREAS, some of the libraries proposed to be funded have signed the Agreement and some signatures are pending; and

WHEREAS, the District’s Board of Directors has determined that minor amendments to the Agreement will promote clarity and facilitate cooperation between the District and the funded libraries;

NOW, THEREFORE, IT IS HEREBY AGREED:

Section 4, DUTIES AND OBLIGATIONS OF THE PARTIES, is amended as follows:

A(3) Unplanned Changes in Staffing and Operations. Notifying the District’s Board of Directors when changes are made in Library staffing or operations that affect or may affect the implementation of the current Annual Library Service Plan. ~~The District reserves the right to withhold or modify funding for substantial deviations from the approved plan.~~

Section 5, FUNDING TERMS AND CONDITIONS, is amended as follows:

D. Withholding Funding. If the City fails to comply with ~~the terms any term~~ of this Agreement, the District ~~may withhold distributions of Funding to the City until all terms are met shall notify the City in writing of any failure to comply and the parties shall work in good faith to promptly cure the failure. If substantial steps toward a cure are not taken within thirty (30) days of the date on the written notice, the District reserves the right to may~~ withhold distributions of Funding to the City until all terms are met. If after working in good faith the parties are unable to resolve the issue, either party may demand commencement of the dispute resolution process in Section 11 of the Agreement.

Section 12, INDEMNITY, is amended as follows:

AMENDMENT TO AGREEMENT FOR LIBRARY SERVICE

- Page 1 of 2

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Section 12, INDEMNITY, is amended as follows:

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 31-2022 - A resolution authorizing the Community Development Director to sign a commercial real estate sale agreement and sign and record a deed for the sale of real property

Meeting Date:

2022-05-03

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

Cost of Proposal:

\$238,255.00

Amount Budgeted:

\$238,255.00

Fund(s) Name and Number(s):

General Fund - 01

Reviewed by Finance Department:

Yes

Previously Presented:

4/5/2022

Attachments to Agenda Packet Item:

[Resolution 31-2022.docx](#)

[Resolution 31-2022 \(Exhibit A\).pdf](#)

Summary Statement:

Staff recommends approval of Resolution No. 31-2022

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 31-2022

A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO SIGN A COMMERCIAL REAL ESTATE SALE AGREEMENT AND SIGN AND RECORD A DEED FOR THE SALE OF REAL PROPERTY

WHEREAS, the City of Umatilla owns real property identified as Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800); and

WHEREAS, the City received an offer to sell said real property and the offer was presented to the Umatilla City Council at their March 1, 2022 meeting in executive session; and

WHEREAS, City Council approved Resolution No. 28-2022 retroactively authorized Umatilla Community Development Director Brandon Seitz to sign a Purchase and Sale Agreement for portion Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800); and

WHEREAS, the City received a revised offer to purchase all of Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800), identified as Parcel 2 of Partition Plat No. 2020-19 (Exhibit A); and

WHEREAS, City Council authorizes Umatilla Community Development Director Brandon Seitz to sign a Purchase and Sale Agreement for the sale of Parcel 2 of Partition Plat No. 2020-19 for a purchase price of \$238,225.00.

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

1. Community Development Director Brandon Seitz is authorized to sign a Commercial Real Estate Sale Agreement for the sale of Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800) to Douglas Plotter.
2. The Community Development Director is authorized to sign and record a deed and other documents necessary for a purchase price of \$238,225.00 to finalize the sale of real property identified as proposed Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800).

PASSED by the Council and **SIGNED** by the Mayor this 3rd day of May, 2022.

Mary Dedrick, Mayor

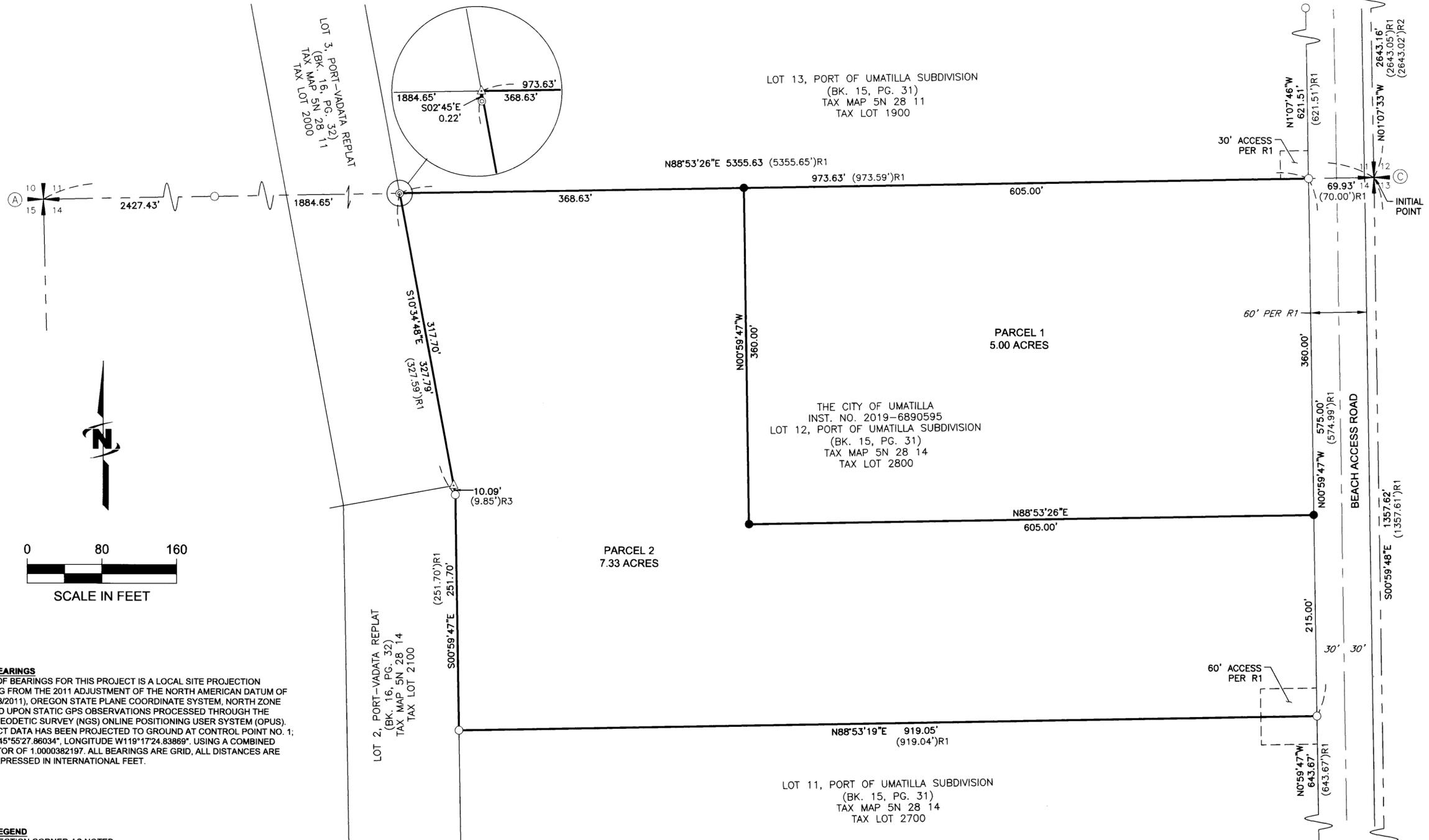
ATTEST:

Nanci Sandoval, City Recorder

Resolution No 30-2022
Exhibit A

PARTITION PLAT NO. 2020-19

A PARTITION OF LOT 12, PORT OF UMATILLA SUBDIVISION (BOOK 15, PAGE 31) LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, W.M., CITY OF UMATILLA, UMATILLA COUNTY, OREGON



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PROJECT IS A LOCAL SITE PROJECTION ORIGINATING FROM THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3601) BASED UPON STATIC GPS OBSERVATIONS PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS). THE PROJECT DATA HAS BEEN PROJECTED TO GROUND AT CONTROL POINT NO. 1; LATITUDE N45°55'27.86034", LONGITUDE W119°17'24.83889". USING A COMBINED SCALE FACTOR OF 1.0000382197. ALL BEARINGS ARE GRID, ALL DISTANCES ARE GROUND EXPRESSED IN INTERNATIONAL FEET.

LEGEND
SECTION CORNER-AS NOTED

1/4 SECTION CORNER-AS NOTED

1/16 SECTION CORNER-AS NOTED

SEE FOUND MONUMENT DESCRIPTION TABLE

FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "USKH OR 2820", SHOWN AS SET IN SURVEY REFERENCE NO. 1. VISITED 08-11-2016

FOUND AND NOT HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "USKH OR 2820", SHOWN AS SET IN SURVEY REFERENCE NO. 1. VISITED 08-11-2016

COMPUTED POSITION, NOTHING FOUND OR SET THIS SURVEY

SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 2751"

JR1 RECORD DIMENSION PER SURVEY REFERENCE 1

JR2 RECORD DIMENSION PER SURVEY REFERENCE 2

INST. INSTRUMENT

BK. BOOK

PG. PAGE

SURVEY REFERENCES
R1: PORT OF UMATILLA SUBDIVISION, BY GREG E. FLOWERS, PLAT BOOK 15, PAGE 31, RECORDED JUNE 28, 2007, RECORDS OF UMATILLA COUNTY, OR.
R2: PARTITION PLAT NO. 2006-20, BY HARMON E. MCLENDON, PLAT BOOK 20, RECORDED AUGUST 3, 2006, RECORDS OF UMATILLA COUNTY, OR.
R3: PORT-VADATA REPLAT, BY STUART A. CHISOLM, PLAT BOOK 16, PAGE 32, RECORDED SEPTEMBER 14, 2016, RECORDS OF UMATILLA COUNTY, OR.

MONUMENT DESCRIPTION TABLE
NW CORNER OF SECTION 14, T5N, R28E, W.M.
(A) FOUND AND HELD 2-1/2" BRASS CAP, STAMPED "UMATILLA COUNTY SURVEYOR" VISITED 08-11-2016
E1/4 CORNER OF SECTION 11, T5N, R28E, W.M.
(B) FOUND AND HELD 3-1/4" ALUMINUM CAP, STAMPED "APA LS 2537 2006" WITH SECTION DESIGNATION AS SHOWN IN SURVEY REFERENCE NO. 2. VISITED 08-11-2016
NE CORNER OF SECTION 11, T5N, R28E, W.M.
(C) FOUND AND HELD 3" BRASS CAP IN CONCRETE, STAMPED "ORPLS 2537 1997" WITH SECTION DESIGNATION. VISITED 08-11-2016
N1/16 CORNER OF SECTION 14, T5N, R28E, W.M.
(D) FOUND AND HELD 3-1/4" ALUMINUM, STAMPED "LS 976". VISITED 08-11-2016

STATE OF OREGON, COUNTY OF UMATILLA }
I certify that this instrument was received and recorded on 10-05-2020 at 1:02 o'clock p. m., in the record of PLATS of said County. YEAR 2020 NUMBER 19
OFFICE OF COUNTY RECORDS
By: STEVE CHURCHILL Records Officer
Fee \$ 120.00 No. 2020-7080825

08-13-2020
REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN JOSEPH SHEA
2751LS
RENEWAL DATE: 6-30-2022

I CERTIFY THIS IS AN EXACT COPY OF PARTITION PLAT NO. 2020-19
JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 2751

JUB
J-U-B ENGINEERS, INC.
2810 W. Clearwater Ave., Suite 201
Kennewick, WA 99336
p | 509 783 2144 w | www.jub.com
Dwg Name: 33-20-015_PP
Date: August 13, 2020
Dr: DFG Ch: JJS Sheet 1 of 2

RECEIVED BY
Umatilla County Surveyor
Date: 10/8/20
Rec'd By: CJ
No.: 20-086-6

PARTITION PLAT NO. 2020-19

A PARTITION OF LOT 12, PORT OF UMATILLA SUBDIVISION (BOOK 15, PAGE 31) LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, W.M., CITY OF UMATILLA, UMATILLA COUNTY, OREGON

NARRATIVE

THIS PARTITION PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF UMATILLA. THE PURPOSE OF THIS SURVEY AND MAP IS TO ILLUSTRATE THE PARTITION OF LOT 12 OF THE PORT OF UMATILLA SUBDIVISION INTO TWO INDEPENDENT PARCELS: ONE PARCEL CONSISTING OF 5.00 ACRES AND LYING IN THE NORTHEAST CORNER OF SAID LOT 12, AND THE OTHER PARCEL BEING THE REMAINDER.

A FIELD SURVEY WAS CONDUCTED TO OBTAIN TIES TO EXISTING SECTION CORNER AND PROPERTY CORNER MONUMENTS FOR THE BOUNDARY ANALYSIS AND RESOLUTION OF SAID LOT 12. THE SURVEY EQUIPMENT USED IN CONJUNCTION WITH THIS SURVEY WAS TWO TRIMBLE R6-3 GNSS DUAL FREQUENCY RECEIVERS, A TRIMBLE S6 ROBOTIC TOTAL STATION AND A TRIMBLE TSC7 DATA COLLECTOR. STATIC GPS DATA FILES COLLECTED OVER MULTIPLE DAYS WERE PROCESSED THROUGH THE NATIONAL GEODETIC ONLINE POSITIONING USER SERVICE (OPUS) WHICH UTILIZED CONTINUOUSLY OPERATING REFERENCE STATIONS. SEE THE BASIS OF BEARINGS STATEMENT FOR DATUM INFORMATION.

ALL CORNERS OF LOT 12 WERE IDENTIFIED, AND FIELD LOCATED, AS WERE SEVERAL CORNERS OF THE ADJACENT LOTS AND THE CONTROLLING MONUMENTS FOR THE NORTH AND EAST LINES OF SECTION 14. AS SHOWN, I HELD OUR TIES TO THE SECTION CORNER MONUMENTS TO ESTABLISH THE NORTH AND EAST LINES OF SECTION 14. HOLDING THE FIELD LOCATED SECTION CORNER MONUMENTS PLACED THE FOUND NORTHWEST CORNER OF LOT 12 ABOUT 0.20 SOUTH OF THE NORTH LINE OF SECTION 14. NOTHING WAS SET AT THE CALCULATED POSITION; ALL OTHER LOT CORNERS WERE FOUND AT THEIR RECORD POSITION AND HELD. A DETAILED DESCRIPTION OF ALL FOUND AND SET MONUMENTS CAN BE FOUND IN THE LEGEND.

SURVEYOR'S CERTIFICATE

I, JOHN J. SHEA, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 2751LS, HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS SHOWN ON THIS PARTITION PLAT IN ACCORDANCE WITH O.R.S. CHAPTER 92, THE EXTERIOR BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF UMATILLA IN UMATILLA COUNTY, OREGON;

LOT 12, THE PORT OF UMATILLA SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 15, PAGE 31, RECORDS OF UMATILLA COUNTY, OREGON.

CONTAINING 537288.14 SQUARE FEET (12.33 ACRES), MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT DAVID STOCKDALE, AUTHORIZED REPRESENTATIVE OF THE CITY OF UMATILLA, THE OWNERS OF THE LANDS SHOWN ON THIS LAND PARTITION CASEFILE, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED, PARTITIONED, AND PLATTED INTO PARCELS AND EASEMENTS AS SHOWN HEREON, AND DO HEREBY SUBMIT FOR RECORD AND APPROVAL SAID PARTITION.

David Stockdale 9/15/20
DATE

ACKNOWLEDGEMENT

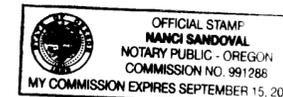
STATE OF Oregon
COUNTY OF Umatilla

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT David Stockdale HAS SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THEIR FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Heather 9/15/2020
NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES Sept. 15, 2023

RESIDING Umatilla County



UMATILLA COUNTY ASSESSOR / TAX COLLECTOR

I HEREBY CERTIFY PURSUANT TO O.R.S. 92.095, ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES, AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 2019-2020 TAX ROLL WHICH MAY BECOME A LIEN ON THIS PARTITION PLAT DURING THIS TAX YEAR, BUT NOT YET CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION, HAVE BEEN PAID.

Rachael Reynolds 9/22/2020
UMATILLA COUNTY TAX COLLECTOR DATE

CITY UMATILLA COUNTY PLANNER

APPROVED THIS 16th DAY OF September, 2020

Bob A. [Signature] 9/16/2020
UMATILLA COUNTY PLANNER DATE
CITY

UMATILLA COUNTY SURVEYOR

APPROVED THIS 22 DAY OF Sept, 2020

David H. [Signature]
UMATILLA COUNTY SURVEYOR DATE

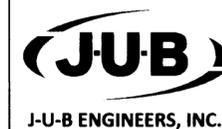
RECEIVED BY
Umatilla County Surveyor
Date: 10/8/20
Filed By: CT
No.: 20-086-6

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COUNTY OF UMATILLA }
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REGISTERED PROFESSIONAL LAND SURVEYOR

John J. Shea
OREGON JAN 18, 1998
JOHN JOSEPH SHEA 2751LS
RENEWAL DATE: 6-30-2022

I CERTIFY THIS IS AN EXACT COPY OF PARTITION PLAT NO. 2020-
John J. Shea
JOHN J. SHEA, REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 2751



2810 W. Clearwater Ave., Suite 201
Kennewick, WA 99336
p | 509 783 2144 w | www.jub.com
Dwg Name: 33-20-015_PP
Date: August 13, 2020
Dr: DFG Ch: JJS Sheet 2 of 2

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Potential Litigation - ORS 192.660(2)(h)
Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation.

Meeting Date:

2022-05-03

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

Cost of Proposal:

na

Amount Budgeted:

na

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

No

Previously Presented:

NA

Attachments to Agenda Packet Item:

Summary Statement:

Discussion

Consistent with Council Goals:

N/A