

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
AUGUST 4, 2020
7:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT**
6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.
7. **CONSENT AGENDA**
 - 7.1 **RESOLUTION NO. 63-2020 - A Resolution confirming that a portion of a proposed trail would be located within the right of way of Powerline Road and that the City shall keep the trail function separated from the roadway should the roadway need to be widened or altered for a term of no less than 25 years.** *Suggested Action: Motion to approve Resolution No. 63-2020.*
 - 7.2 **Paid Invoices** *Suggested Action: Motion to approve.*
 - 7.3 **Court Report - June** *Suggested Action: Approval*
8. **NEW BUSINESS**
 - 8.1 **Resolution No. 06-2021 - A resolution authorizing the City Manager to submit an application to amend the Greater Umatilla Enterprise Zone boundary. The amendment would add Umatilla County as a new cosponsor and expand the enterprise zone to include all land zone for commercial or industrial use within the Urban Growth Boundary.** *Suggested Action: Staff recommends approval.*
 - 8.2 **Resolution No. 07-2021 - A Resolution Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority** *Suggested Action: The City applied for a \$372,800 loan to cover the matching requirement on the Feasibility Study for Hydraulically Connected Wells. The remaining project budget of \$405,000 will be funded through a grant from Oregon Water Resources Department and City in-kind administrative costs. This resolution authorizes the Mayor to execute the loan contract.*

Motion to approve Resolution No. 07-2021.

- 8.3 [Resolution No. 08-2021 - A resolution authorizing the Finance & Administrative Services Director to sign infrastructure contract 4519-DR-OR with the State of Oregon Office of Emergency Management](#) *Suggested Action: The City of Umatilla sustained additional damage to the pedestrian bridge and significant damage to the Nugent Park boat launch and fishing pier during disaster DR-4519 in February 2020. This contract will allow the City to work with OEM and FEMA on assistance on the repair and/or replacement of those facilities.*

Motion to approve Resolution No. 08-2021

9. **PUBLIC COMMENT**

10. **DISCUSSION ITEMS**

- 10.1 [Pedestrian Bridge Replacement Concept Discussion](#) *Suggested Action: Discussion only. JUB Engineers has prepared several design concepts for the replacement of the pedestrian bridge damaged in 2019 detailed in the attached memo. Staff would like direction from Council before proceeding further with detailed cost estimates to provide to FEMA.*
- 10.2 [COVID-19 Update, response discussion \(including City Hall and other physical office open/close\), and staffing](#) *Suggested Action: Discussion*
- 10.3 [LGGP Grant Budget Update](#) *Suggested Action: Discussion*

11. **MAYOR'S MESSAGE**

12. **COUNCIL INFORMATION & DISCUSSION**

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

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

RESOLUTION NO. 63-2020 - A Resolution confirming that a portion of a proposed trail would be located within the right of way of Powerline Road and that the City shall keep the trail function separated from the roadway should the roadway need to be widened or altered for a term of no less than 25 years.

Meeting Date:

2020-08-04

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

541-922-3226

Cost of Proposal:

NA

Amount Budgeted:

NA

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

[Resolution 63-2020 \(LGGP Grant\).docx](#)

Summary Statement:

Motion to approve Resolution No. 63-2020.

Consistent with Council Goals:

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

RESOLUTION NO. 63-2020

A RESOLUTION CONFIRMING THAT A PORTION OF A PROPOSED TRAIL WOULD BE LOCATED WITHIN THE RIGHT OF WAY OF POWERLINE ROAD AND THAT THE CITY SHALL KEEP THE TRAIL FUNCTION SEPARATED FROM THE ROADWAY SHOULD THE ROADWAY NEED TO BE WIDENED OR ALTERED FOR A TERM OF 25 YEARS

WHEREAS, Umatilla County “County” previously took action to transfer that portion of County Road No. 1225 (Powerline Road) located within the City Limits to the City of Umatilla “City”, transferred under Order No. RD2019-16; and

WHEREAS, the Council of the City of Umatilla approved Resolution No. 60-2020 authorizing the Mayor to sign an agreement with the County to transfer said portion of County Road No. 1225 (Powerline Road) to the City of Umatilla; and

WHEREAS, the execution of said agreement between the City and County is full and absolution for all purposes of repair, construction, and improvements; and

WHEREAS, the Council of the City of Umatilla approved Resolution No. 48-2020 authorizing the City to apply for a Large Local Government Grant for development of Project 1 of the Master Trail Plan; and

WHEREAS, portions of the development of Project 1 would be located within the right of way of Powerline Road; and

WHEREAS, the City will commit to keeping the trail function separated from the roadway should Powerline Road ever need to be widened or altered for a term 25 years.

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

1. Upon adoption of this Resolution the City shall confirm that any portion of the proposed trail located within the right of way of Powerline Road, should the City’s grant application be approved, shall be maintained as a separated trail function for a term of no less than 25 years.

PASSED by the City Council and **SIGNED** by the Mayor this 21th day of July, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
102							
102	Aramark Uniform Services, Inc.	864527822	Police Mats	06/18/20	252.27	45237	07/08/20
		864547125	Police Mats	07/02/20	252.27	45237	07/08/20
		864566059	Police Mats	07/16/20	252.27	45309	07/24/20
Total 102:					756.81		
148							
148	Banner Bank Mastercard	0715JULY20	Lunch with Esmeralda-Budget	06/23/20	28.00	45238	07/08/20
		2217JULY20	TLO Transunion	06/23/20	50.00	45238	07/08/20
		2217JULY20	Web Cam	06/23/20	52.99	45238	07/08/20
		2217JULY20	Training/Travel-Eldorado Resort	06/23/20	96.48	45238	07/08/20
		2552JULY20	Marina Supplies	06/23/20	20.99	45310	07/24/20
		2552JULY20	Luncheon with Chamber for Fundraiser	06/23/20	46.00	45310	07/24/20
		3132JULY20	Sunbelt Rentals-Chipper	06/23/20	1,191.65	45238	07/08/20
		5571JULY20	Spare Battery for City Drone	06/23/20	157.50	45238	07/08/20
		5571JULY20	Title Report-Lind Rd.	06/23/20	250.00	45238	07/08/20
		5919JULY20	Indeed Job Postings	06/23/20	428.49	45238	07/08/20
		5919JULY20	SMARSH Archiving Subscription	06/23/20	135.00	45238	07/08/20
		5919JULY20	City Hall Supplies	06/23/20	31.89	45238	07/08/20
		5919JULY20	Inspector Job Posting-AOC	06/23/20	107.41	45238	07/08/20
		6777JULY20	Heppner Meeting-Fuel	06/23/20	43.00	45238	07/08/20
		6777JULY20	Police Dept. Golf Tournament	06/23/20	29.00	45238	07/08/20
		6777JULY20	Police Dept Golf Tournament-Carts	06/23/20	50.00	45238	07/08/20
		6777JULY20	Marina Firepits	06/23/20	2,880.00	45238	07/08/20
		7017JULY20	Printer Cartridge-Foutz	06/23/20	168.95	45238	07/08/20
		7017JULY20	Tennis Court Net and Supplies-Harrington	06/23/20	499.24	45238	07/08/20
		8328JULY20	Zoom License	06/23/20	14.99	45238	07/08/20
		8328JULY20	Zoom License	06/23/20	14.99	45238	07/08/20
		8328JULY20	Employee Appreciation Item	06/23/20	89.99	45238	07/08/20
		8336JULY20	Training Meals	06/23/20	55.75	45238	07/08/20
		8336JULY20	Minor Equip-Paper Towel Dispensers	06/23/20	73.16	45238	07/08/20
		8336JULY20	Files tabs, pens, paper towels	06/23/20	193.81	45238	07/08/20
		8336JULY20	Galls-Double Cuff Case (Butler)	06/23/20	59.95	45238	07/08/20
		8336JULY20	Galls-Rotating ASP Scabbard (Adams)	06/23/20	49.88	45238	07/08/20
		8336JULY20	Training Meals	06/23/20	20.34	45238	07/08/20
		8336JULY20	SIM Cards, Wireless Keyboard & Mouse	06/23/20	49.10	45238	07/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8336JULY20	Logitech Webcam	06/23/20	56.90	45238	07/08/20
	Total 148:				6,945.45		
149							
149	Banner Bank of Oregon	2020RENT	Safe Deposit Box Rental	07/01/20	45.00	45311	07/24/20
	Total 149:				45.00		
320							
320	Canon Solutions America, Inc	4033197886	COPIER MAINTENANCE	06/24/20	31.83	45240	07/08/20
		4033225602	COPIER MAINTENANCE	06/27/20	304.36	45240	07/08/20
	Total 320:				336.19		
351							
351	Cascade Natural Gas Corp.	1092JULY20	700 6th St.	06/24/20	6.32	45242	07/08/20
		1092JULY20	700 6th St.	06/24/20	6.32	45242	07/08/20
		1092JULY20	700 6th St.	06/24/20	6.31	45242	07/08/20
		3033JULY20	82959 Draper St	06/24/20	10.49	45242	07/08/20
		7846JULY20	830 6th St.	06/24/20	37.13	45242	07/08/20
		7851JULY20	822 6TH ST.	06/24/20	11.14	45242	07/08/20
		8476JULY20	1205 W 3RD St.	06/24/20	28.70	45242	07/08/20
	Total 351:				106.41		
353							
353	Caselle, Inc.	102866	Annual Software Support	06/03/20	16,017.00	45227	07/01/20
	Total 353:				16,017.00		
355							
355	Casiday Battery Co.	11429	Battery	06/03/20	159.90	45243	07/08/20
		11516	Diverson Structor-6000 Watt Inverter	06/22/20	465.00	45243	07/08/20
	Total 355:				624.90		
362							
362	Center Point Large Print	1771793	Large Print Books for Library	04/01/20	140.22	45244	07/08/20
	Total 362:				140.22		
367							
367	CenturyLink	678BJULY20	Police Dept Phones	06/25/20	93.23	45245	07/08/20
	Total 367:				93.23		
391							
391	CI INFORMATION MANAGMEN	0102604	SHRED SERVICES POLICE DEPT	06/30/20	44.32	45314	07/24/20
		0102605	Onsite document shred	06/30/20	88.64	45314	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 391:					132.96		
394							
394	City County Insurance Services	PO-UMA-I20	Comp & Liab Insurance	06/19/20	2,834.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	2,049.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	1,019.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	8,801.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	33,513.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	44,413.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	11,934.00	45315	07/24/20
		PO-UMA-I20	Comp & Liab Insurance	06/19/20	9,844.64	45315	07/24/20
Total 394:					114,407.64		
398							
398	City of Hermiston - Building Dept	8404	Building Inspection/Plan Review	07/15/20	92,120.36	45316	07/24/20
		8404	Electrical Inspection/Plan Review	07/15/20	13,871.25	45316	07/24/20
		8405	Building Inspection/Plan Review	07/15/20	22,595.41	45316	07/24/20
		8405	Electrical Inspection/Plan Review	07/15/20	7,060.00	45316	07/24/20
Total 398:					135,647.02		
427							
427	Columbia Harvest Foods	MAY2020	lab supplies	05/01/20	38.17	45317	07/24/20
Total 427:					38.17		
435							
435	Commercial Tire	256078	Tires-water truck	06/15/20	900.76	45318	07/24/20
		256676	Snow tire change over	06/30/20	104.50	45318	07/24/20
		256677	Oil Change, snow tire change over, rear brakes	06/30/20	597.53	45318	07/24/20
Total 435:					1,602.79		
487							
487	Crystal Clear Ice, LLC	23002085	Ice for Marina Resale	06/20/20	148.75	45319	07/24/20
		23002333	Ice for Marina Resale	07/06/20	157.50	45319	07/24/20
Total 487:					306.25		
488							
488	Crystal Springs	9262940062	Water for Police Department	06/24/20	37.22	45246	07/08/20
Total 488:					37.22		
492							
492	CUBE SOLUTIONS, LLC	24961	City Hall Workstations	06/18/20	8,083.90	45247	07/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 492:					8,083.90		
525							
525	DCBS - Fiscal Services	2NDQTR202	Bldg Surcharge Quarterly Sub	07/01/20	17,372.21	45320	07/24/20
Total 525:					17,372.21		
550							
550	DEQ - Dept. of Environmental Q	OVERPAYM	Refund-Overpayment	07/08/20	6,646.00	45248	07/08/20
Total 550:					6,646.00		
607							
607	Ducote Consulting	1462	RTP Grant Development	05/29/20	786.25	45234	07/01/20
		1463	Grant Writing-CWSRF	05/29/20	446.25	45234	07/01/20
		1469	Grant Writing-CWSRF	06/30/20	1,253.75	45234	07/01/20
		1475	RTP Grant Development	06/09/20	531.25	45234	07/01/20
Total 607:					3,017.50		
628							
628	East Oregonian	190314	RECRUITING-Street Department	06/12/20	800.00	45249	07/08/20
		73748	RECRUITING-Electrical Inspector, Street Dept Lead	06/04/20	400.00	45249	07/08/20
		76572	SDC	06/16/20	50.59	45249	07/08/20
		76572	SDC	06/16/20	50.59	45249	07/08/20
		77944	PUBLIC NOTICE	06/27/20	236.90	45249	07/08/20
Total 628:					1,538.08		
635							
635	Eastern Oregon Telecom, LLC	8743JULY20	City Hall Internet	07/01/20	437.68	45250	07/08/20
		8743JULY20	City Hall Internet	07/01/20	48.39	45250	07/08/20
		8743JULY20	Water Shop Internet	07/01/20	311.21	45250	07/08/20
		8743JULY20	WWTP Internet	07/01/20	380.16	45250	07/08/20
		8743JULY20	City Hall Internet	07/01/20	145.16	45250	07/08/20
		8743JULY20	Library Internet	07/01/20	198.69	45250	07/08/20
		8743JULY20	Police Dept. Internet	07/01/20	274.34	45250	07/08/20
Total 635:					1,795.63		
854							
854	Gordon's Electric Inc.	W13597	Check Battery System at Diversion Structure	06/04/20	152.50	45228	07/01/20
		W13602	Rebuild Service at Marina Office-Storm Damage	06/04/20	3,077.03	45228	07/01/20
		W13618	Storm Damage at WWTP	06/10/20	542.50	45228	07/01/20
		W13653	Diversion Stru	06/22/20	453.16	45252	07/08/20
		W13682	Repair wiring for street light	06/24/20	105.00	45252	07/08/20
		W13738	Repairs to Golf Course Well	07/08/20	7,055.00	45322	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		W13739	Repair Golf Course Well	07/08/20	1,116.80	45322	07/24/20
		W13766	Marina repairs	07/13/20	972.50	45322	07/24/20
Total 854:					13,474.49		
856							
856	Gotcha Covered	137732	Cleaning Services	07/01/20	443.84	45253	07/08/20
		137732	Cleaning Services	07/01/20	383.98	45253	07/08/20
		137732	Cleaning Services	07/01/20	383.98	45253	07/08/20
		137732	Cleaning Services	07/01/20	248.20	45253	07/08/20
Total 856:					1,460.00		
864							
864	Granite Construction Company	1808156	water service repair	05/29/20	246.00	45254	07/08/20
		1839870	Paving & Supplies- patching Walla Walla and Umatilla	06/26/20	32,096.00	45323	07/24/20
Total 864:					32,342.00		
885							
885	GS Media & Events	2020GOODS	Travel Guide - Marina & RV	07/01/20	7,096.80	45255	07/08/20
Total 885:					7,096.80		
905							
905	H.D. Fowler Company	I5482723	Water Dept Supplies Meters etc	06/04/20	455.20	45256	07/08/20
		I5496936	Water Dept parts for inventory	06/18/20	2,364.24	45256	07/08/20
		I5503971	Water Dept Supplies Meters etc	06/25/20	37.00	45256	07/08/20
		I5505281	Water Dept Supplies Meters etc	06/26/20	83.80	45256	07/08/20
		I5516902	Truck repair	07/09/20	70.72	45325	07/24/20
Total 905:					3,010.96		
960							
960	Heller & Sons Dist., Inc.	110465	Waste Water	06/30/20	1,045.20	45257	07/08/20
		28034	Police Dept Fuel	07/01/20	1,768.96	45257	07/08/20
		28035	Gas for Public Works Vehicles	06/30/20	416.24	45257	07/08/20
		28035	Gas for Public Works Vehicles	06/30/20	416.24	45257	07/08/20
		28035	Gas for Public Works Vehicles	06/30/20	416.24	45257	07/08/20
		28035	Gas for Public Works Vehicles	06/30/20	416.24	45257	07/08/20
Total 960:					4,479.12		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
966							
966	Hermiston Auto Parts, Inc.	602354	IWW Diversion Structure-battery and charger	06/16/20	1,476.00	45229	07/01/20
		602453	Brush Parts Cleaner	06/18/20	12.98	45258	07/08/20
		602718	Alternator/core Deposit	06/26/20	301.05	45258	07/08/20
		602730	Alternator Core Deposit	06/26/20	77.00-	45258	07/08/20
		603064	supples	07/07/20	25.72	45326	07/24/20
		603519	shop supplies	07/20/20	57.51	45326	07/24/20
Total 966:					1,796.26		
994							
994	High Performance Signs	24433	Signage-Marina	06/26/20	1,171.00	45259	07/08/20
Total 994:					1,171.00		
1012							
1012	Home Depot Credit Services	1104736	Shelf rivet unit-WW	06/15/20	79.98	45260	07/08/20
		43931	Supplies-marina	06/16/20	47.88	45260	07/08/20
		5041547	Water supplies	05/22/20	30.12	45260	07/08/20
		6050010	Supplies-Street Repair	05/21/20	30.16	45260	07/08/20
		9104832	WW Diversion	06/17/20	264.17	45260	07/08/20
Total 1012:					452.31		
1060							
1060	Ingram	46529973	Library Books	06/23/20	16.79	45261	07/08/20
		46529974	Library Books	06/23/20	16.79	45261	07/08/20
		46883470	Library Books	07/07/20	27.99	45327	07/24/20
		46945671	Library Books	07/09/20	9.75	45327	07/24/20
		46945672	Library Books	07/09/20	108.09	45327	07/24/20
		47029600	Library Books	07/14/20	17.40	45327	07/24/20
		47029601	Library Books	07/14/20	65.99	45327	07/24/20
		47052367	Library Books	07/15/20	20.79	45327	07/24/20
		47052368	Library Books	07/15/20	11.17	45327	07/24/20
		47172184	Library Books	07/21/20	17.39	45327	07/24/20
		47172185	Library Books	07/21/20	17.39	45327	07/24/20
Total 1060:					329.54		
1068							
1068	Intermountain ESD	598T067962	Phone Upgrade Switches	07/01/20	1,240.14	45328	07/24/20
Total 1068:					1,240.14		
1089							
1089	J U B Engineers, Inc.	135194	Lind Road Improvements	07/08/20	22,259.85	45329	07/24/20
		135348	Umatilla Phase 1 Construction Management Services	07/13/20	4,837.00	45329	07/24/20
		135365	Pedestrian Bridge & Waterline Estimates	07/14/20	1,128.90	45329	07/24/20
		135366	RTP Funding Assistance	07/14/20	396.47	45329	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		135367	Power City Sewer Tech Memo & CDBG Application Assistance	07/14/20	4,076.00	45329	07/24/20
		13547	Umatilla On-Call Engineering Services	07/13/20	303.70	45329	07/24/20
Total 1089:					33,001.92		
1112							
1112	Jimmy's Johns Portable Toilets L	11816	Marina & RV Park - 2 Units	07/01/20	185.00	45262	07/08/20
Total 1112:					185.00		
1142							
1142	Jordan Ramis PC	169989	UGB Expansion	06/30/20	315.00	45263	07/08/20
Total 1142:					315.00		
1189							
1189	KIE Supply Corp	2025734	WW Auto Dialer for Alarms	06/16/20	167.94	45265	07/08/20
		2026270	Parks Dept	06/24/20	79.61	45265	07/08/20
		2026553	Water Supplies	06/29/20	27.34	45265	07/08/20
		2027122	Water Supplies	07/07/20	18.04	45331	07/24/20
		2027816	Sprinkler Parts	07/17/20	283.21	45331	07/24/20
		2027858	Sprinkler Parts	07/17/20	80.09	45331	07/24/20
Total 1189:					656.23		
1211							
1211	Krogh, Theresa	0173319	Weddings	07/01/20	150.00	45266	07/08/20
Total 1211:					150.00		
1221							
1221	Kuo Testing Labs, Inc.	20F0041	TRCI Lab Tests TBR	06/02/20	85.10	45267	07/08/20
		20F0119	TRCI Lab Tests TBR	06/05/20	85.10	45267	07/08/20
		20F0430	TRCI Lab Tests TBR	06/26/20	22.10	45267	07/08/20
		20F0467	TRCI Lab Tests TBR	06/29/20	85.10	45267	07/08/20
		20F0470	TRCI Lab Tests TBR	06/29/20	85.10	45267	07/08/20
		20G0008	Testing for Diversion Structure	07/02/20	87.55	45267	07/08/20
		20G0022	TRCI Lab Tests TBR	07/06/20	85.10	45333	07/24/20
		20G0090	TRCI Lab Tests TBR	07/07/20	85.10	45333	07/24/20
		20G0098	Ambient Monitoring Up Stream	07/07/20	66.30	45333	07/24/20
Total 1221:					686.55		
1250							
1250	League of Oregon Cities	2020-200394	Annual Dues	07/01/20	5,805.45	45268	07/08/20
Total 1250:					5,805.45		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1257							
1257	LEHR	24499	OUTFIT POLICE VEHICLE	06/25/20	1,931.96	45335	07/24/20
		S147583	OUTFIT POLICE VEHICLE	06/30/20	898.36	45335	07/24/20
		S148428	OUTFIT POLICE VEHICLE	07/16/20	672.00	45335	07/24/20
Total 1257:					3,502.32		
1460							
1460	Midamerica Books	515730	Books for Library	05/21/20	37.90	45271	07/08/20
Total 1460:					37.90		
1528							
1528	National Geographic Society	MEMBERSHI	Library Subscription	07/01/20	39.00	45272	07/08/20
Total 1528:					39.00		
1561							
1561	Norco Inc.	29628825	Cylinder Rental	06/30/20	42.90	45274	07/08/20
		29628825	Cylinder Rental	06/30/20	42.90	45274	07/08/20
Total 1561:					85.80		
1562							
1562	North Central Labs of Wisc	440675	lab supplies	06/22/20	165.02	45275	07/08/20
Total 1562:					165.02		
1563							
1563	North Coast Electric Co.	147370	6th Street Lighting	06/29/20	11,700.00	45276	07/08/20
		S010055663.	Light poles	06/22/20	60,468.39	45276	07/08/20
		S010142471.	Supplies	06/03/20	2.30	45276	07/08/20
Total 1563:					72,170.69		
1580							
1580	NW Farm Supply Inc.	B216596	Parks Supplies-Gloves	06/02/20	65.47	45277	07/08/20
		B217858	Parks Supplies	06/22/20	155.95	45277	07/08/20
		B217882	Pump Housing	06/22/20	15.99	45277	07/08/20
		B218248	Gas Cans	06/29/20	65.97	45277	07/08/20
		C112679	WWTP Supplies	06/22/20	34.67	45277	07/08/20
Total 1580:					338.05		
1615							
1615	One Call Concepts, Inc.	0060503	Regular Tickets, Modem Delivery	06/30/20	87.24	45337	07/24/20
Total 1615:					87.24		
1628							
1628	Oregon Assoc Chiefs of Police	20200601	POST Tests (Form C)	06/16/20	38.00	45279	07/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1628:					38.00		
1635							
1635	Oregon Dept of Motor Vehicles	POLICE0714	Title/Plates/Registration Police Durango	07/14/20	127.50	45307	07/14/20
		POLICE0714	Title/Plates/Registration Code Pickup	07/14/20	127.50	45307	07/14/20
Total 1635:					255.00		
1636							
1636	Oregon Dept of Revenue	JUNEASSM	State Court Assessments	07/01/20	18,837.55	45338	07/24/20
Total 1636:					18,837.55		
1657							
1657	Oriental Trading Company	703809647-0	Supplies for Summer Reading	06/15/20	98.63	45280	07/08/20
Total 1657:					98.63		
1684							
1684	Pacific Power	0010AUGUS	820 6th St.	07/15/20	66.23	45339	07/24/20
		0013AUGUS	Highway 395 & 730 Interti Well	07/15/20	4,216.91	45339	07/24/20
		0021JULY20	Disposal Plant	06/25/20	8,460.24	45281	07/08/20
		0039JULY20	McFarland Well	06/24/20	2,475.77	45281	07/08/20
		0054JULY20	City Pk Rest Room	06/22/20	64.16	45281	07/08/20
		0062AUG202	Shop Complex	07/15/20	26.79	45339	07/24/20
		0070AUGUS	8th & FSE Corner	07/15/20	53.84	45339	07/24/20
		0070JULY20	8th & FSE Corner	06/22/20	50.90	45281	07/08/20
		0088AUGUS	8th & E St SS Park	07/15/20	32.29	45339	07/24/20
		0096JULY20	6th & A St.	06/22/20	16.76	45281	07/08/20
		0112AUGUS	700/800 6th St	06/15/20	75.65	45339	07/24/20
		0112AUGUS	700/800 6th St	06/15/20	304.24	45339	07/24/20
		0112AUGUS	700/800 6th St	06/15/20	304.24	45339	07/24/20
		0112AUGUS	700/800 6th St	06/15/20	304.24	45339	07/24/20
		0120JULY20	Electric Svs	06/19/20	521.05	45281	07/08/20
		0146AUGUS	Bud Draper Dr.	06/15/20	5,540.07	45339	07/24/20
		0153AUGUS	Water Booster Station	07/15/20	4,058.92	45339	07/24/20
		0161AUGUS	Port Well	07/15/20	7,070.47	45339	07/24/20
		0179JULY20	285 Radar Rd.	06/25/20	388.87	45281	07/08/20
		0187AUGUS	Div 7 Naches Ave Lift	07/15/20	30.63	45339	07/24/20
		0377JULY20	Bath House Marina	06/22/20	210.51	45281	07/08/20
		0385JULY20	Fish Cleaning Station	06/22/20	16.85	45281	07/08/20
		0393JULY20	West End Comfort Station	06/22/20	26.97	45281	07/08/20
		0401JULY20	15 HP Pump Marina Levy	06/22/20	210.81	45281	07/08/20
		0419JULY20	Quincy Ave. N 2nd @ Marina	06/22/20	141.38	45281	07/08/20
		0427JULY20	Marina Park	06/22/20	1,152.39	45281	07/08/20
		0435JULY20	1710 Quincy St.	06/22/20	322.24	45281	07/08/20
		0476JULY20	ABT 30322 Highway 730	06/22/20	25.17	45281	07/08/20
		0500AUGUS	129 Walla Walla St.	06/15/20	17.94	45339	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1684:					36,186.53		
1697							
1697	Parkins Door Company	98049	Shop Door-North Shop Door	06/27/20	615.00	45282	07/08/20
Total 1697:					615.00		
1715							
1715	Pea Ridge Embroidery	36638	City Hats	06/22/20	276.00	45283	07/08/20
		36638	City Hats	06/22/20	276.00	45283	07/08/20
		36638	City Hats	06/22/20	276.00	45283	07/08/20
		36638	City Hats	06/22/20	276.00	45283	07/08/20
		36638	City Hats	06/22/20	276.00	45283	07/08/20
Total 1715:					1,380.00		
1737							
1737	Pet Rescue	185	Dog Impounds	06/18/20	400.00	45285	07/08/20
Total 1737:					400.00		
1763							
1763	Platt	0L41879	Spool of wire for flow meter	06/18/20	53.51	45286	07/08/20
Total 1763:					53.51		
1791							
1791	PRO RENTAL & SALES, INC.	22-1219655	City wide cleanup	07/03/20	663.20	45341	07/24/20
Total 1791:					663.20		
1818							
1818	Quill Corporation	7784694	Office Supplies	06/12/20	23.64	45287	07/08/20
		7784694	Office Supplies	06/12/20	4.70	45287	07/08/20
		7784694	Office Supplies	06/12/20	9.47	45287	07/08/20
		7784694	Office Supplies	06/12/20	14.17	45287	07/08/20
		7784694	Office Supplies	06/12/20	14.17	45287	07/08/20
		7784694	Office Supplies	06/12/20	9.47	45287	07/08/20
		7784694	Office Supplies	06/12/20	1.37	45287	07/08/20
		7786967	Office Supplies	06/12/20	5.52	45287	07/08/20
		7786967	Office Supplies	06/12/20	1.10	45287	07/08/20
		7786967	Office Supplies	06/12/20	2.21	45287	07/08/20
		7786967	Office Supplies	06/12/20	3.31	45287	07/08/20
		7786967	Office Supplies	06/12/20	3.31	45287	07/08/20
		7786967	Office Supplies	06/12/20	2.21	45287	07/08/20
		7786967	Office Supplies	06/12/20	.33	45287	07/08/20
		7832971	Office Supplies	06/12/20	13.20	45287	07/08/20
		7832971	Office Supplies	06/12/20	2.62	45287	07/08/20
		7832971	Office Supplies	06/12/20	5.29	45287	07/08/20
		7832971	Office Supplies	06/12/20	7.91	45287	07/08/20
		7832971	Office Supplies	06/12/20	7.91	45287	07/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		7832971	Office Supplies	06/12/20	5.29	45287	07/08/20
		7832971	Office Supplies	06/12/20	.77	45287	07/08/20
		8031079	Office Supplies	06/24/20	10.43	45287	07/08/20
		8031079	Office Supplies	06/24/20	2.07	45287	07/08/20
		8031079	Office Supplies	06/24/20	4.18	45287	07/08/20
		8031079	Office Supplies	06/24/20	6.25	45287	07/08/20
		8031079	Office Supplies	06/24/20	6.25	45287	07/08/20
		8031079	Office Supplies	06/24/20	4.18	45287	07/08/20
		8031079	Office Supplies	06/24/20	.63	45287	07/08/20
		8061736	Office Supplies	06/24/20	5.76	45287	07/08/20
		8061736	Office Supplies	06/24/20	1.14	45287	07/08/20
		8061736	Office Supplies	06/24/20	2.31	45287	07/08/20
		8061736	Office Supplies	06/24/20	3.45	45287	07/08/20
		8061736	Office Supplies	06/24/20	3.45	45287	07/08/20
		8061736	Office Supplies	06/24/20	2.31	45287	07/08/20
		8061736	Office Supplies	06/24/20	.34	45287	07/08/20
		8099694	Office Supplies	06/25/20	27.32	45287	07/08/20
		8099694	Office Supplies	06/25/20	5.43	45287	07/08/20
		8099694	Office Supplies	06/25/20	10.94	45287	07/08/20
		8099694	Office Supplies	06/25/20	16.37	45287	07/08/20
		8099694	Office Supplies	06/25/20	16.37	45287	07/08/20
		8099694	Office Supplies	06/25/20	10.94	45287	07/08/20
		8099694	Office Supplies	06/25/20	1.61	45287	07/08/20
		8175936	Office Supplies	06/29/20	39.28	45342	07/24/20
		8175936	Office Supplies	06/29/20	7.81	45342	07/24/20
		8175936	Office Supplies	06/29/20	15.74	45342	07/24/20
		8175936	Office Supplies	06/29/20	23.54	45342	07/24/20
		8175936	Office Supplies	06/29/20	23.54	45342	07/24/20
		8175936	Office Supplies	06/29/20	15.74	45342	07/24/20
		8175936	Office Supplies	06/29/20	2.31	45342	07/24/20
		8469387	Office Supplies	07/09/20	26.06	45342	07/24/20
		8469387	Office Supplies	07/09/20	5.18	45342	07/24/20
		8469387	Office Supplies	07/09/20	10.44	45342	07/24/20
		8469387	Office Supplies	07/09/20	15.62	45342	07/24/20
		8469387	Office Supplies	07/09/20	15.62	45342	07/24/20
		8469387	Office Supplies	07/09/20	10.44	45342	07/24/20
		8469387	Office Supplies	07/09/20	1.52	45342	07/24/20
		8473345	Office Supplies	07/09/20	15.99	45342	07/24/20
		8473345	Office Supplies	07/09/20	3.18	45342	07/24/20
		8473345	Office Supplies	07/09/20	6.41	45342	07/24/20
		8473345	Office Supplies	07/09/20	9.58	45342	07/24/20
		8473345	Office Supplies	07/09/20	9.58	45342	07/24/20
		8473345	Office Supplies	07/09/20	6.41	45342	07/24/20
		8473345	Office Supplies	07/09/20	.93	45342	07/24/20
		8477671	Office Supplies	07/10/20	10.16	45342	07/24/20
		8477671	Office Supplies	07/10/20	2.02	45342	07/24/20
		8477671	Office Supplies	07/10/20	4.07	45342	07/24/20
		8477671	Office Supplies	07/10/20	6.09	45342	07/24/20
		8477671	Office Supplies	07/10/20	6.09	45342	07/24/20
		8477671	Office Supplies	07/10/20	4.07	45342	07/24/20
		8477671	Office Supplies	07/10/20	.60	45342	07/24/20
		8503754	Office Supplies	07/10/20	261.90	45342	07/24/20
		8503754	Office Supplies	07/10/20	52.04	45342	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8503754	Office Supplies	07/10/20	104.93	45342	07/24/20
		8503754	Office Supplies	07/10/20	156.97	45342	07/24/20
		8503754	Office Supplies	07/10/20	156.97	45342	07/24/20
		8503754	Office Supplies	07/10/20	104.93	45342	07/24/20
		8503754	Office Supplies	07/10/20	15.34	45342	07/24/20
		8512667	Office Supplies	07/13/20	5.51	45342	07/24/20
		8512667	Office Supplies	07/13/20	1.10	45342	07/24/20
		8512667	Office Supplies	07/13/20	2.21	45342	07/24/20
		8512667	Office Supplies	07/13/20	3.30	45342	07/24/20
		8512667	Office Supplies	07/13/20	3.30	45342	07/24/20
		8512667	Office Supplies	07/13/20	2.21	45342	07/24/20
		8512667	Office Supplies	07/13/20	.33	45342	07/24/20
Total 1818:					1,448.76		
1846							
1846	RDO Equipment Co.	C45020	John Deere Mower Parts-duplicate payment	05/15/20	36.34-	45288	07/08/20
		P9852265	John Deere Mower Parts	06/24/20	306.22	45288	07/08/20
Total 1846:					269.88		
1849							
1849	Recorded Books, LLC	76616601	Books on Tape for Library	07/01/20	121.48	45344	07/24/20
		76663795	Books on Tape for Library	06/18/20	152.99	45289	07/08/20
Total 1849:					274.47		
1929							
1929	S.S. EQUIPMENT	WH09274	Repair to Parks' tractor	05/26/20	192.76	45232	07/01/20
Total 1929:					192.76		
1931							
1931	SAIF Corporation	523883-2020	2020-21 Workers Comp Premium	06/15/20	711.17	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	861.58	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	50.33	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	5,916.09	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	19,991.25	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	654.15	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	4,615.60	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	5,206.24	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	6,244.01	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	98.55	41825	07/01/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		523883-2020	2020-21 Workers Comp Premium	06/15/20	2,217.59	41825	07/01/20
		523883-2020	2020-21 Workers Comp Premium	06/15/20	69.62	41825	07/01/20
Total 1931:					46,636.18		
1943							
1943	Sanitary Disposal, Inc.	JUNE20	Refuse Collection	07/01/20	77,484.10	45345	07/24/20
		JUNE20	Refuse Collection	07/01/20	850.72	45345	07/24/20
		JUNE20	Refuse Collection	07/01/20	11,755.05-	45345	07/24/20
Total 1943:					66,579.77		
1944							
1944	Sanitary Disposal, Transfer St	650953	Bio Solids	05/04/20	148.24	45290	07/08/20
Total 1944:					148.24		
1977							
1977	Seder Architecture + Urban Des,	11	Umatilla Business Center	07/06/20	4,690.04	45291	07/08/20
		11	Business Center	07/06/20	4,690.04	45291	07/08/20
Total 1977:					9,380.08		
1989							
1989	Setina Mgf Co., Inc.	207556	Police Vehicle Partitions	07/02/20	2,300.66	45346	07/24/20
Total 1989:					2,300.66		
2021							
2021	Simplot Grower Solutions	757122596	Agri Start and Ad-Max	06/24/20	190.50	45292	07/08/20
		757122597	Agri Star and Direx	06/24/20	371.50	45292	07/08/20
Total 2021:					562.00		
2059							
2059	Smitty's Ace Hardware	631513	Supplies	06/18/20	239.90	45293	07/08/20
		631820	Supplies	06/22/20	4.65	45293	07/08/20
		632889	Park Supplies	07/02/20	63.48	45347	07/24/20
		633135	Parks Supplies	07/10/20	70.72	45347	07/24/20
		D97998	Credit	11/19/19	189.65-	45293	07/08/20
Total 2059:					189.10		
2076							
2076	Specks Printing	8130	Printed Forms and Supplies	07/06/20	103.25	45348	07/24/20
		8130	Printed Forms and Supplies	07/06/20	20.65	45348	07/24/20
		8130	Printed Forms and Supplies	07/06/20	41.30	45348	07/24/20
		8130	Printed Forms and Supplies	07/06/20	5.90	45348	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8130	Printed Forms and Supplies	07/06/20	61.95	45348	07/24/20
		8130	Printed Forms and Supplies	07/06/20	61.95	45348	07/24/20
		8131	Printed Forms and Supplies	07/06/20	68.25	45348	07/24/20
		8131	Printed Forms and Supplies	07/06/20	13.65	45348	07/24/20
		8131	Printed Forms and Supplies	07/06/20	27.30	45348	07/24/20
		8131	Printed Forms and Supplies	07/06/20	3.90	45348	07/24/20
		8131	Printed Forms and Supplies	07/06/20	40.95	45348	07/24/20
		8131	Printed Forms and Supplies	07/06/20	40.95	45348	07/24/20
Total 2076:					490.00		
2138							
2138	SYNCHRONY BANK/AMAZON	3142JULY20	Due/fees	06/04/20	35.00	45294	07/08/20
		4637843955	Supplies-engraved name tags	05/20/20	25.80	45294	07/08/20
		6335347457	Program Supplies	06/12/20	38.08	45294	07/08/20
		8648377877	Program Supplies	06/19/20	364.89	45294	07/08/20
		8763673954	Programming Supplies	05/22/20	55.99	45294	07/08/20
		9578845447	replacement remote	05/28/20	22.35	45294	07/08/20
		9994447589	Kindles	06/18/20	439.96	45349	07/24/20
Total 2138:					982.07		
2148							
2148	Talos Engineering, Inc.	1530	well repair-Storm Damage	06/12/20	6,730.08	45296	07/08/20
		1531	Trouble Shoot Storm Damage	06/18/20	12,579.64	45296	07/08/20
		1532	Programming	06/18/20	1,043.00	45296	07/08/20
		1534	IWW Diversion Programming	06/18/20	4,107.88	45296	07/08/20
		1542	Cellular Texting System	07/02/20	60.00	45351	07/24/20
Total 2148:					24,520.60		
2227							
2227	Traffic Safety Supply Co.	INV026011	Supplies	04/30/20	518.29	45297	07/08/20
Total 2227:					518.29		
2244							
2244	Trojan UV Inc	SLS/1029652	Waste Water Storm Damage Repair	06/04/20	16,975.45	45298	07/08/20
		SLS/1029692	Service Call-Storm Damage	06/16/20	4,021.46	45298	07/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2244:					20,996.91		
2273							
2273	Umatilla County Finance Dept	JULYASS202	County Assessment	07/01/20	2,371.95	45354	07/24/20
Total 2273:					2,371.95		
2281							
2281	Umatilla Elect. Coop. Assoc.	4907JULY20	Street Lights	07/01/20	45.17	45355	07/24/20
		6190JULY20	60 HP Sewer Pump	07/01/20	39.57	45355	07/24/20
		6190JULY20	Street Lights	07/01/20	70.00	45355	07/24/20
		7216JULY20	Street Lights	07/01/20	64.82	45355	07/24/20
		7216JULY20	Electric Sewer	07/01/20	45.08	45355	07/24/20
Total 2281:					264.64		
2293							
2293	Unifirst Corporation	1430271315	Bldg Maint/Supplies CH/Library	06/26/20	44.93	45301	07/08/20
		1430271315	Bldg Maint/Supplies CH/Library	06/26/20	69.60	45301	07/08/20
		1430271315	Bldg Maint/Supplies CH/Library	06/26/20	69.60	45301	07/08/20
		1430271846	Bldg Maint/Supplies CH/Library	07/03/20	45.60	45356	07/24/20
		1430271846	Bldg Maint/Supplies CH/Library	07/03/20	70.64	45356	07/24/20
		1430271846	Bldg Maint/Supplies CH/Library	07/03/20	70.65	45356	07/24/20
		1430272368	Bldg Maint/Supplies CH/Library	07/10/20	44.93	45356	07/24/20
		1430272368	Bldg Maint/Supplies CH/Library	07/10/20	69.60	45356	07/24/20
		1430272368	Bldg Maint/Supplies CH/Library	07/10/20	69.60	45356	07/24/20
		1430272896	Bldg Maint/Supplies CH/Library	07/17/20	44.93	45356	07/24/20
		1430272896	Bldg Maint/Supplies CH/Library	07/17/20	69.60	45356	07/24/20
		1430272896	Bldg Maint/Supplies CH/Library	07/17/20	69.60	45356	07/24/20
Total 2293:					739.28		
2295							
2295	Uni-Tech Communications Inc.	13978	phone system	07/02/20	4,606.88	45357	07/24/20
Total 2295:					4,606.88		
2299							
2299	UNITED RENTALS INC	183147058-0	Equipment Rental-water service repair	06/24/20	225.62	45302	07/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2299:					225.62		
2307							
2307	UPS	84WV8270	Police Postage	07/04/20	16.99	45358	07/24/20
Total 2307:					16.99		
2314							
2314	USA Bluebook Inc.	273544	WWTP Maint.	06/22/20	337.62	45303	07/08/20
		285810	WWTP Supplies	07/06/20	151.76	45359	07/24/20
Total 2314:					489.38		
2337							
2337	Verizon Wireless	9856762063	Cell Phone Administrator	06/15/20	174.34	45304	07/08/20
		9857864256	Police Cell Phones	07/02/20	1,132.17	45361	07/24/20
		9857864256	Public Works Phones	07/02/20	174.16	45361	07/24/20
		9857864256	Public Works Phones	07/02/20	174.15	45361	07/24/20
Total 2337:					1,654.82		
2401							
2401	Western States Equipment Co.	IN001349060	East Well	07/01/20	343.51	45362	07/24/20
		IN001351203		07/06/20	2,698.67	45362	07/24/20
		IN001351203	Boom Truck Repair	07/06/20	2,698.66	45362	07/24/20
Total 2401:					5,740.84		
2452							
2452	Withnell Motor Company	1064511	2020 Dodge Durango	07/01/20	31,607.62	45235	07/01/20
		1064512	2019 Dodge Ram	07/01/20	29,227.09	45235	07/01/20
Total 2452:					60,834.71		
2504							
2504	Mount's Lock & Key	243772	Kiwanis Park	07/20/20	661.75	45336	07/24/20
Total 2504:					661.75		
2541							
2541	FCS Group	3034-220060	Water Rates Study	06/19/20	565.58	45251	07/08/20
		3034-220060	Wastewater Rate Study	06/19/20	496.12	45251	07/08/20
		3034-220060	Construction Excise Tax	06/19/20	280.80	45251	07/08/20
Total 2541:					1,342.50		
2557							
2557	Hermiston Ranch & Home	I480118168	Honda Generator-WW Diversion Structure	06/12/20	1,549.99	45230	07/01/20
Total 2557:					1,549.99		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2559							
2559	Power DMS	35189	Police Dept Accreditation Management	04/28/20	900.00	45231	07/01/20
Total 2559:					900.00		
2604							
2604	Umatilla High School	YEARBOOK	Yearbook Advertisement	07/01/20	150.00	45299	07/08/20
Total 2604:					150.00		
2647							
2647	Pinnock, David Wayne	118	Umatilla Marina and RV Park Caretaker	07/15/20	6,500.00	45340	07/24/20
		119	Remove and replace the flooring	07/15/20	2,876.64	45340	07/24/20
Total 2647:					9,376.64		
2695							
2695	Umpqua Research Company	T002363	Coliforms	06/12/20	240.00	45300	07/08/20
Total 2695:					240.00		
2723							
2723	T Mobile	8369JULY20	Library hotspots	07/13/20	123.64	45295	07/08/20
Total 2723:					123.64		
2750							
2750	T.M. Consulting	MAY/JUNE20	Water Development	07/01/20	945.00	45350	07/24/20
		MAY/JUNE20	RTP Grant Application	07/01/20	1,710.00	45350	07/24/20
		MAY/JUNE20	Misc. Economic Development	07/01/20	180.00	45350	07/24/20
Total 2750:					2,835.00		
2751							
2751	Carla McLane Consulting, LLC.	UMA202004	Consulting Services	07/01/20	770.00	45241	07/08/20
Total 2751:					770.00		
2754							
2754	GreenPlay LLC	7015	Consulting Master Park Plan	07/10/20	4,042.50	45324	07/24/20
Total 2754:					4,042.50		
2756							
2756	Accredited Security	20071401	Taser	07/14/20	2,096.85	45308	07/24/20
Total 2756:					2,096.85		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2776							
2776	OpenGov, Inc.	INV-004317	OpenGov Implementation/Annual Fee	07/01/20	41,144.00	45278	07/08/20
Total 2776:					41,144.00		
2777							
2777	Law Offices of Peter D. Mohr	48	Legal Services	07/02/20	2,775.00	45334	07/24/20
		49	IWW Legal	07/02/20	150.00	45334	07/24/20
		49	Water Supply Legal	07/02/20	1,050.00	45334	07/24/20
		51	Water Supply Legal	07/02/20	375.00	45334	07/24/20
Total 2777:					4,350.00		
2801							
2801	Job Tumbler, LLC	2010-275	Recruiting Services	07/07/20	2,500.00	45330	07/24/20
Total 2801:					2,500.00		
2817							
2817	McIntire, Glenn	732FST	Final Bill-Utility Refund	07/01/20	95.78	45270	07/08/20
Total 2817:					95.78		
2818							
2818	Perez, Ernesto	67GINGERC	Final Bill-Utility Refund	07/01/20	76.00	45284	07/08/20
Total 2818:					76.00		
2819							
2819	Allied Universal Security Service	1062019	Overpayment-Business License	07/06/20	20.00	45236	07/08/20
Total 2819:					20.00		
2820							
2820	Kay, James	402WALLAW	Final Billing-Utility Refund	07/06/20	10.44	45264	07/08/20
Total 2820:					10.44		
2821							
2821	Biegel, Robert	16307THST	Final Billing-Utility Refund	07/01/20	263.28	45239	Multiple
		16307THST	Final Billing-Utility Refund	07/01/20	263.28-		
Total 2821:					.00		
2822							
2822	Matteson, Jerry	12JEFFERS	Final Billing-Utility Refund	07/01/20	154.62	45269	07/08/20
Total 2822:					154.62		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
2823							
2823	National Recreation and Park As	NRPAMEMB	NRPA Membership 2020	07/01/20	175.00	45273	07/08/20
Total 2823:					175.00		
2824							
2824	Black, John H.	201089BLAC	Overpayment-201089 Black	07/01/20	50.00	45313	07/24/20
Total 2824:					50.00		
2825							
2825	Klingsensmith, Angela R.	201226KLIN	Overpayment-201226 Kligsensmith	07/01/20	165.00	45332	07/24/20
Total 2825:					165.00		
2826							
2826	Transport License Service	201201FLOL	Overpayment 201201 R. M Folk	07/01/20	215.00	45352	07/24/20
Total 2826:					215.00		
2827							
2827	Winn, Orel L.	200765WINN	Overpayment-200765 Orel L Winn	07/01/20	440.00	45363	07/24/20
Total 2827:					440.00		
2828							
2828	Ulrich, Stephen	201239ULRI	overpayment-201239 Stephen Ulrich	07/01/20	835.00	45353	07/24/20
Total 2828:					835.00		
2829							
2829	Biegel, Sheila	16307THST.	Overpayment-Utilities	07/01/20	263.28	45312	07/24/20
Total 2829:					263.28		
2830							
2830	Ramirez, Kiyomi	606CHINOO	Utility refund-606 Chinook Ave.	07/16/20	40.05	45343	07/24/20
Total 2830:					40.05		
2831							
2831	Elastec	0034633-IN	Drug Terminator	07/06/20	4,590.00	45321	07/24/20
Total 2831:					4,590.00		
2832							
2832	Utilities Service Co., Inc.	2367	WWTP 100HP Motor	06/28/20	4,841.41	45360	07/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2832:					4,841.41		
Grand Totals:					894,786.12		

Report Criteria:
Detail report type printed



Umatilla Municipal Court

700 6th Street, PO Box 130, Umatilla, OR 97882
(541) 922-4570 Ext.2 Fax (541) 922-5758

July 8, 2020

TO: MAYOR MARY DEDRICK
FROM: THERESA M KROGH, MUNICIPAL JUDGE
SUBJECT: JUNE 2020 MONTH END REPORT

<u>TOTAL</u>	<u>POLICE TRAINING</u>	<u>COUNTY</u>	<u>STATE</u>	<u>REFUNDS</u>
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>
<u>\$ 44,059.50</u>	<u>\$21,132.50</u>	<u>\$ 0.00</u>	<u>\$2,371.95</u>	<u>\$18,837.55</u>
				<u>\$1,717.50</u>

FUNDS INCLUDES, OVERPAYMENTS, RESTITUTION, REFUNDS TO DEFENDANTS AND BAIL TRANSFERRED TO OTHER COURTS.

TURNOVER FOR JUNE 2020 IS \$21,132.50

THREE WEDDINGS WERE PERFORMED IN JUNE 2020, TWO OUTSIDE THE COURTROOM AND ONE IN THE COURTROOM.

Theresa M Krogh

Theresa M Krogh
Municipal Judge for
The City of Umatilla

:tmk

CC: COUNCIL

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

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

Meeting Date:

2020-08-04

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:

541-922-3226

Cost of Proposal:

NA

Amount Budgeted:

NA

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

NA

Attachments to Agenda Packet Item:

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

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

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

Summary Statement:

Staff recommends approval.

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 06-2021

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

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

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

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

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

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

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

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

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

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

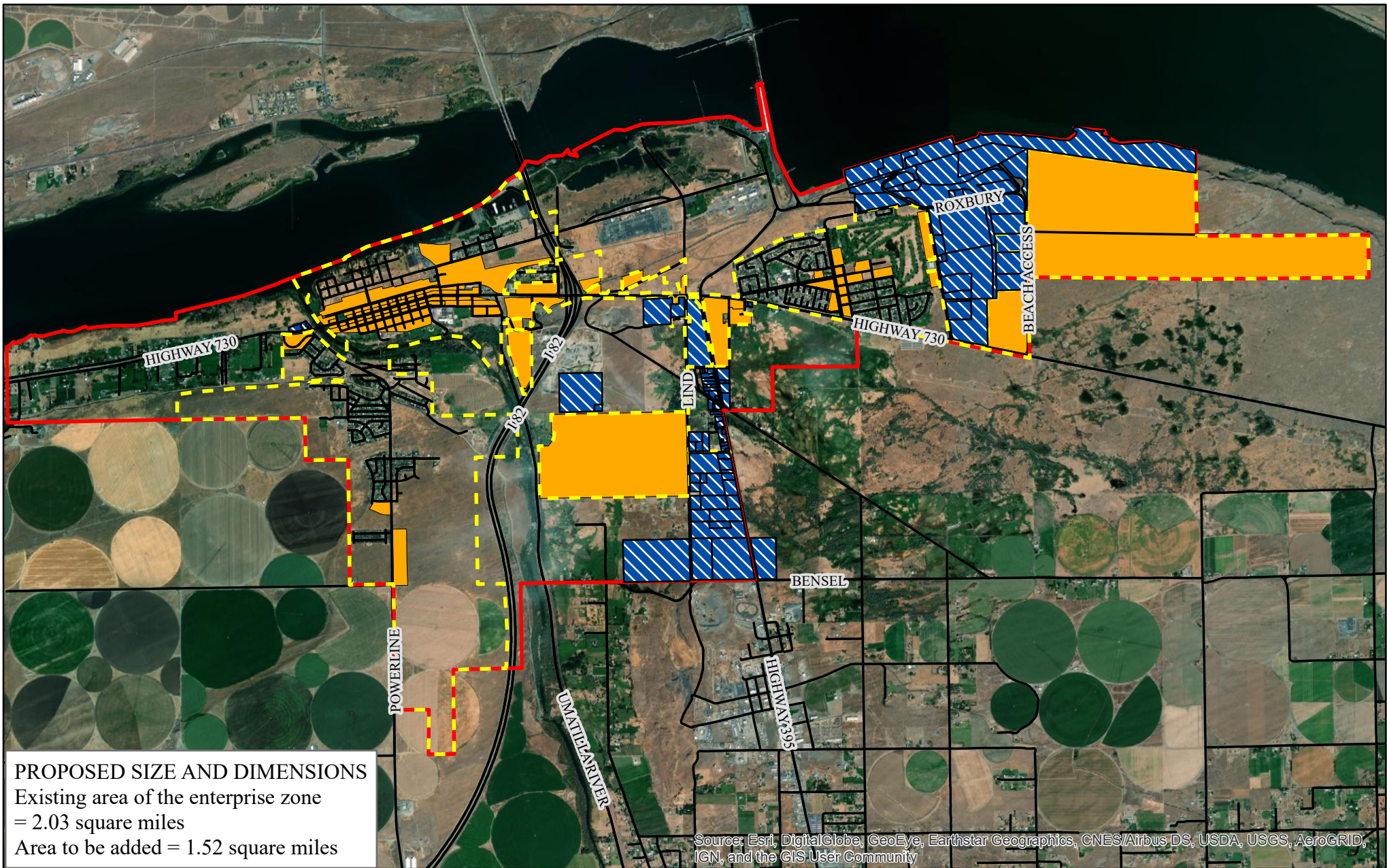
3. David Stockdale, Umatilla City Manager, is authorized to submit documentation for this enterprise zone boundary change to the Oregon Business Development Department (OBDD) on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.117.
4. This enterprise zone boundary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

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

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



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

Legend

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



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

Account ID	Map & Tax	Assessors Map	Tax Lot	OWNER	AGENT	Size (Acres)	Size (Square Feet)	Situs Address
136242	5N28110000100	5N281100	00100	USA		27.66	0	
133060	5N28110000300	5N281100	00300	TIDEWATER TERMINAL CO		0	128502	
133059	5N28110000400	5N281100	00400	UNITED GRAIN CORPORATION OF OREGON		0	328007	31005 LAUNCH LN, UMATILLA, 97882
133053	5N28110000600	5N281100	00600	TIDEWATER TERMINAL CO		0	310545	
139655	5N28110000700	5N281100	00700	TIDEWATER TERMINAL CO		1.8	0	
161017	5N28110000802	5N281100	00802	SJR PROPERTIES LLC		0	355450	30900 LAUNCH LN, UMATILLA, 97882
141428	5N28110000900	5N281100	00900	UNITED GRAIN CORPORATION OF OREGON		0	38768	
133058	5N28110001100	5N281100	01100	PACKAGING CORPORATION OF AMERICA		0	91476	
133056	5N28110001200	5N281100	01200	PACKAGING CORPORATION OF AMERICA		0	89734	31221 ROXBURY RD, UMATILLA, 97882
147973	5N28110001300	5N281100	01300	PACKAGING CORPORATION OF AMERICA		0	94961	
133054	5N28110001400	5N281100	01400	J-M MANUFACTURING CO INC		0	2131391	31240 ROXBURY RD, UMATILLA, 97882
161020	5N28110001500	5N281100	01500	UMATILLA PORT OF		29.91	0	
161717	5N28110001700	5N281100	01700	UMATILLA PORT OF		0	238563	
161718	5N28110001800	5N281100	01800	SJR PROPERTIES LLC		0	631620	31310 ROXBURY RD, UMATILLA, 97882
161719	5N28110001900	5N281100	01900	UMATILLA PORT OF		0	296208	
161720	5N28110002000	5N281100	02000	UMATILLA PORT OF		4	0	
136243	5N28110002100	5N281100	02100	PORT OF UMATILLA	UNITED GRAIN CORP (LESSEE)	0	348542	
164307	5N28110002200	5N281100	02200	PACKAGING CORPORATION OF AMERICA		0	391499	
164308	5N28110002300	5N281100	02300	PORT OF UMATILLA		13.04	0	
164309	5N28110002400	5N281100	02400	PORT OF UMATILLA		0	358499	82990 BEACH ACCESS RD, UMATILLA, 97882
164310	5N28110002500	5N281100	02500	PORT OF UMATILLA		3.15	0	
164312	5N28110002700	5N281100	02700	PORT OF UMATILLA		12.97	0	
164312	5N28110002700	5N281100	02700	PORT OF UMATILLA		12.97	0	
150996	5N28140000200	5N281400	00200	UMATILLA PORT OF		0	173369	
136252	5N28140000600	5N281400	00600	UMATILLA CITY OF		0.8	0	82959 BUD DRAPER DR, UMATILLA, 97882
150998	5N28140000700	5N281400	00700	UMATILLA CITY OF		0.78	0	
151117	5N28140000800	5N281400	00800	A T CHASE, LLC		0	1607321	82891 BUD DRAPER DR, UMATILLA, 97882
156005	5N28140000900	5N281400	00900	THE FILLMORE FAMILY LIMITED PARTNERSHIP		0	453460	82879 BUD DRAPER DR, UMATILLA, 97882
147727	5N28140001100	5N281400	01100	FARMLAND RESERVE INC		0	435600	82815 BUD DRAPER DR, UMATILLA, 97882
148964	5N28140001200	5N281400	01200	FARMLAND RESERVE INC		0	1136916	
136250	5N28140001700	5N281400	01700	UMATILLA PORT OF		0	227351	
161724	5N28140002100	5N281400	02100	AT CHASE LLC		0	200376	
161731	5N28140002600	5N281400	02600	UMATILLA PORT OF		0	489969	
161732	5N28140002700	5N281400	02700	UMATILLA PORT OF		0	591601	
133127	5N2815BD00100	5N2815BD	00100	JDL ENTERPRISES LLC		0	21780	30600 HIGHWAY 730, UMATILLA, 97882
133128	5N2815BD00200	5N2815BD	00200	JDL ENTERPRISES LLC		0	13939	
133142	5N2815CC00101	5N2815CC	00101	JRS INVESTMENTS LLC		0	90605	81991 HIGHWAY 395 N, UMATILLA, 97882
141599	5N2815CC00104	5N2815CC	00104	MCKINNEY ALAN	RODARTE ESTEBAN M & CYNTHIA M (AGT)	0	13939	
133143	5N2815CC00200	5N2815CC	00200	H P LLC		0	127195	82075 HIGHWAY 395 N, UMATILLA, 97882
133144	5N2815CC00300	5N2815CC	00300	MCKINNEY ALAN	RODARTE ESTEBAN M & CYNTHIA M (AGT)	0	20909	82053 HIGHWAY 395 N, UMATILLA, 97882
133145	5N2815CC00500	5N2815CC	00500	BONNEY KENNETH		0	77537	82013 HIGHWAY 395 N, UMATILLA, 97882
133147	5N2815CC00700	5N2815CC	00700	CHEN ZICHONG		0	52270	
145385	5N2815CC00701	5N2815CC	00701	CHEN ZICHONG		0	30096	82090 HIGHWAY 395 N, UMATILLA, 97882
133148	5N2815CC00800	5N2815CC	00800	FRANCO MANUEL Q		0	11012	30470 MARGARET AVE, UMATILLA, 97882
133149	5N2815CC00900	5N2815CC	00900	AGUIAR MARCO A & AGUIAR FRANCISCO		0	11249	30468 MARGARET AVE, UMATILLA, 97882
133150	5N2815CC01000	5N2815CC	01000	PEREZ ELIGIO O & OBDULIA TOPIA		0	11250	30466 MARGARET AVE, UMATILLA, 97882
133151	5N2815CC01100	5N2815CC	01100	CHEN ZICHONG		0	6380	82074 HIGHWAY 395 N, UMATILLA, 97882
133152	5N2815CC01200	5N2815CC	01200	CHEN ZICHONG		0	40752	82066 HIGHWAY 395 N, UMATILLA, 97882
133153	5N2815CC01300	5N2815CC	01300	CHEN ZICHONG		0	40752	
133154	5N2815CC01400	5N2815CC	01400	GONZALEZ JUAN D & ORALIA M		0	15919	30600 NO NAME LN, UMATILLA, 97882
133155	5N2815CC01500	5N2815CC	01500	GARCILAZO VINCENTE & MARIA		0	14833	30596 NO NAME LN, UMATILLA, 97882
133156	5N2815CC01600	5N2815CC	01600	SANGUINO JOSE & ESTELA A		0	10000	30592 NO NAME LN, UMATILLA, 97882
133157	5N2815CC01700	5N2815CC	01700	HUSSEY JACK O ETAL		0	40752	82014 HIGHWAY 395 N, UMATILLA, 97882
133158	5N2815CC01800	5N2815CC	01800	HAYDEN RICHARD D TRS		0	56727	82000 HIGHWAY 395 N, UMATILLA, 97882

133160	5N2815CC02000	5N2815CC	02000	JOURNOT TERRY & NATALIE	RODRIGUEZ ISMAEL & JORGE (AGT)	0	10926	
133161	5N2815CC02100	5N2815CC	02100	JOURNOT TERRY & NATALIE	RODRIGUEZ ISMAEL & JORGE (AGT)	0	7802	81992 HIGHWAY 395 N, UMATILLA, 97882
133162	5N2815CC02200	5N2815CC	02200	MYERS JANNIE		0	16371	30461 POWER CITY RD, UMATILLA, 97882
133190	5N2815CC04200	5N2815CC	04200	MYERS JANNIE		1.1	0	30500 POWER CITY RD, UMATILLA, 97882
133191	5N2815CC04300	5N2815CC	04300	MYERS JANNIE		0.32	0	
133192	5N2815CC04400	5N2815CC	04400	MYERS JANNIE		1	0	81980 HIGHWAY 395 N, UMATILLA, 97882
154736	5N28160002300	5N281600	02300	BONNEY KEN ET AL		0	1505434	
133086	5N28160002400	5N281600	02400	UMATILLA ELEC COOP ASSOC		1.14	0	81958 LIND RD, HERMISTON, 97838
133200	5N2816AD00100	5N2816AD	00100	LIND BERNARD S		0	216493	82270 LIND RD, UMATILLA, 97882
136282	5N2816AD00400	5N2816AD	00400	USA		16.14	0	
133310	5N28180000200	5N281800	00200	ENOS LORRAINE R ESTATE		0	19166	
133313	5N28180000400	5N281800	00400	MATHEWS FRANCES R		0	67178	28895 HIGHWAY 730, UMATILLA, 97882
143995	5N28180000401	5N281800	00401	ENOS LORRAINE R ESTATE		1.22	0	28909 HIGHWAY 730, UMATILLA, 97882
155047	5N28210001700	5N282100	01700	NOBLES CLYDE JR 1/4 ETAL 3/4		61.43	0	81500 LIND RD, HERMISTON, 97838
133115	5N28220000700	5N282200	00700	BONNEY KEN ET AL		0	581526	30450 UNION ST, HERMISTON, 97838
153632	5N28220000800	5N282200	00800	BONNEY KEN ET AL		0	77972	81830 HIGHWAY 395 N, HERMISTON, 97838
161406	5N28220000801	5N282200	00801	MAGOTEAUX DEVELOPMENT LLC		0	130680	81822 HIGHWAY 395 N, HERMISTON, 97838
161405	5N28220000802	5N282200	00802	L & B STORAGE LLC		0	43560	81794 HIGHWAY 395 N, HERMISTON, 97838
159171	5N28220001500	5N282200	01500	ENRIQUEZ ENTERPRISES LLC		0	83200	81756 HIGHWAY 395 N, HERMISTON, 97838
159172	5N28220001600	5N282200	01600	BONNEY KEN ET AL	WILLIAMS RONALD A (AGT)	0	427988	
166084	5N28220001601	5N282200	01601	CANCINO ANTONIO S & SANGUINO PABLO		0	87251	
167172	5N28220001603	5N282200	01603	BONNEY KEN ET AL	WILLIAMS RONALD A (AGT)	0	66211	
167173	5N28220001604	5N282200	01604	BONNEY KEN ET AL	WILLIAMS RONALD A (AGT)	0	92783	
133116	5N28220001700	5N282200	01700	BONNEY KEN ET AL	WILLIAMS RONALD A (AG)	0	193406	81732 HIGHWAY 395 N, HERMISTON, 97838
133118	5N28220001800	5N282200	01800	WILLIAMS RONALD		0	138521	81675 LIND RD, HERMISTON, 97838
159225	5N28220001801	5N282200	01801	WILLIAMS RONALD		0	348044	
159226	5N28220001802	5N282200	01802	BONNEY KEN ET AL		0	171626	
157036	5N28220001900	5N282200	01900	BONNEY KEN ET AL		0	222156	
157037	5N28220002000	5N282200	02000	BONNEY KENNETH F		0	383764	81600 HIGHWAY 395 N, HERMISTON, 97838
133117	5N28220002100	5N282200	02100	BURNS PAUL		0	739649	81564 HIGHWAY 395 N, HERMISTON, 97838
149863	5N28220002200	5N282200	02200	BURNS PAUL		0	131116	81568 HIGHWAY 395 N, HERMISTON, 97838
166542	5N28220002300	5N282200	02300	UMATILLA COUNTY OF		8	0	
136274	5N28220002400	5N282200	02400	USA		55.56	0	
133333	5N2822BB00100	5N2822BB	00100	LACHER DORIS M ET AL		0	32173	
133334	5N2822BB00101	5N2822BB	00101	LACHER DORIS M ET AL		0	11146	
133335	5N2822BB00200	5N2822BB	00200	JIMENEZ JORGE PEREZ & PEREZ LILIANA G		0	23958	81840 HIGHWAY 395 N, HERMISTON, 97838
133337	5N2822BB00400	5N2822BB	00400	JOURNOT TERRY	LEMUS JOSE JESUS ET AL AGT	0.4	0	81856 HIGHWAY 395 N, HERMISTON, 97838
133338	5N2822BB00500	5N2822BB	00500	DACK CHARLOTTE L (TRS)		0	36997	
133339	5N2822BB00501	5N2822BB	00501	SUNSHINE REAL ESTATE LLC		1.01	0	81888 HIGHWAY 395 N, HERMISTON, 97838
133340	5N2822BB00502	5N2822BB	00502	MADISON KENT R & LAURA L (TRS)		0	7841	
149558	5N2822BB00503	5N2822BB	00503	DACK CHARLOTTE L (TRS)		0	83200	
133341	5N2822BB00600	5N2822BB	00600	DACK CHARLOTTE L (TRS)		0	31232	
133120	5N2822BB02000	5N2822BB	02000	FORDICE CLINTON J		0	125453	81883 LIND RD, HERMISTON, 97838
153023	5N2822BB02002	5N2822BB	02002	FORDICE CLINTON J		0	125453	30421 UNION ST, HERMISTON, 97838
157426	5N2822BB02003	5N2822BB	02003	GARCIA GUILLERMO & GARCIA MARIO		0	62726	30403 UNION ST, HERMISTON, 97838
157427	5N2822BB02004	5N2822BB	02004	FORDICE CLINTON J		0	62726	30415 UNION ST, HERMISTON, 97838
135814	5N28A00000100	5N28A000	00100	USA		134.98	0	

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 07-2021 - A Resolution
Authorizing a Loan from the Special Public
Works Fund by Entering into a Financing
Contract with the Oregon Infrastructure Finance
Authority

Meeting Date:

2020-08-04

Department:

Finance & Administrative
Services

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:**Cost of Proposal:**

\$372,800

Amount Budgeted:

\$372,800

Fund(s) Name and Number(s):

Water - 02

Reviewed by Finance Department:

Yes

Previously Presented:

3/3/20

Attachments to Agenda Packet Item:

[RES 07-2020 A20004 Umatilla Borrowing Resolution.doc](#)

[A20004 Umatilla Contract.pdf](#)

[A20004 Umatilla Authorized Signature Card.pdf](#)

Summary Statement:

The City applied for a \$372,800 loan to cover the matching requirement on the Feasibility Study for Hydraulically Connected Wells. The remaining project budget of \$405,000 will be funded through a grant from Oregon Water Resources Department and City in-kind administrative costs. This resolution authorizes the Mayor to execute the loan contract.

Motion to approve Resolution No. 07-2021.

Consistent with Council Goals:

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

RESOLUTION NUMBER 07-2021

**RESOLUTION OF THE CITY OF UMATILLA
AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The City Council (the “Governing Body”) of the City of Umatilla (the “Recipient”) finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project” within the meaning of the Act.

D. The OBDD has approved the Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number A20004, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$372,800 and an interest rate of 1.54% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

DATED this 4th day of August, 2020.

CITY OF UMATILLA:

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Feasibility Study for Hydraulically Connected Wells

Project Number: A20004

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Umatilla ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B Security
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$777,800.

"Interest Rate" means 1.54% per annum.

"Loan Amount" means \$372,800.

"Maturity Date" means the 6th anniversary of the Repayment Commencement Date.

"Payment Date" means December 31.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a non-revolving loan in an aggregate principal amount not to exceed the Loan Amount (the "Loan"). Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.
- The Recipient authorizes OBDD to calculate accrued interest for purposes including, but not limited to, loan amortization schedule, loan prepayment, and loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Event of Default.

- (1) No Event of Default exists or occurs upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the drinking water system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final feasibility study.

D. [NOT APPLICABLE]

- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts.
- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
 - (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make the Loan or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (4) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Finance & Administration Services Director
City of Umatilla
PO Box 130
Umatilla OR 97882-0130

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF UMATILLA

By: _____
Chris Cummings, Interim Director
Business Oregon

By: _____
The Honorable Mary Dedrick
Mayor of Umatilla

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson as per email dated 2 July 2020
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 26 May 2020.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsection 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 2. The Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
 3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien, provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is allowed as existing superior debt as described in subsection 2 above, and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.

EXHIBIT C - PROJECT DESCRIPTION

Recipient will hire an Oregon licensed engineer to complete a Feasibility Study. The Feasibility Study will include four phases:

- Complete exploratory drilling to demonstrate technical hydraulic connection to surface water, with the Oregon Water Resources Department's (OWRD) concurrence;
- Design a test-well, which is hydraulically connected to a groundwater well, that meets Oregon Health Authority Drinking Water standards for wells, and conduct the initial aquifer tests and lab testing;
- Construct a test-well, complete testing and analysis, and provide required reports to and meet with OWRD, the Oregon Health Authority (OHA) and the Department of Human Services (DHS) for their determinations;
- Engineering feasibility analysis of water conservation opportunities from different alternatives for water treatment and delivery systems within the Port of Umatilla for water under the applicable permits;

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$320,000	\$100,000
Construction	0	200,000
Construction Contingency	0	0
Legal	28,500	0
Exploration Drilling Contractor	3,000	52,500
Initial Aquifer Tests and Lab Testing	17,100	17,500
Travel	4,200	0
In-Kind Staff Administrative Costs	0	35,000
Total	\$372,800	\$405,000

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards	
Recipient	Project Number
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must not sign here)
Additional Signatures (if desired)	
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must not sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)	Agency Use Only: Date Received:

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Resolution No. 08-2021 - A resolution authorizing the Finance & Administrative Services Director to sign infrastructure contract 4519-DR-OR with the State of Oregon Office of Emergency Management

Meeting Date:

2020-08-04

Department:

Finance & Administrative Services

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:**Cost of Proposal:**

N/A

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

N/A

Attachments to Agenda Packet Item:

[RES 08-2021.docx](#)

[DR-4519_CityofUmatilla_contract.pdf](#)

Summary Statement:

The City of Umatilla sustained additional damage to the pedestrian bridge and significant damage to the Nugent Park boat launch and fishing pier during disaster DR-4519 in February 2020. This contract will allow the City to work with OEM and FEMA on assistance on the repair and/or replacement of those facilities.

Motion to approve Resolution No. 08-2021

Consistent with Council Goals:

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

RESOLUTION NO. 08-2021

**A RESOLUTION AUTHORIZING THE FINANCE & ADMINISTRATIVE SERVICES
DIRECTOR TO SIGN INFRASTRUCTURE CONTRACT 4519-DR-OR WITH THE
STATE OF OREGON OFFICE OF EMERGENCY MANAGEMENT**

WHEREAS, the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Storms, Flooding, Landslides and Mudslides from February 05-09, 2020; and

WHEREAS, the Oregon Office of Emergency Management (OEM) is authorized by the 2020 FEMA-State Agreement for the 2020 Severe Storms, Flooding, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims; and

WHEREAS, the City of Umatilla sustained additional damage to the pedestrian bridge and significant damage to the Nugent Park boat launch and fishing pier during disaster DR-4519; and

WHEREAS, the City is seeking FEMA assistance on the repair and/or replacement of these damaged facilities.

NOW THEREFORE, The City of Umatilla Resolves as Follows:

1. The Finance & Administrative Services Director is authorized to sign infrastructure contract 4519-DR-OR with the State of Oregon Office of Emergency Management.

Approved by the Council and signed by the Mayor this 4th day of August, 2020.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4519-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM” and City of Umatilla a political subdivision of the State of Oregon, hereinafter referred to as the “SUBRECIPIENT”.

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Storms, Flooding, Landslides and Mudslides from February 05-09, 2020 and

WHEREAS OEM is authorized by the 2020 FEMA-State Agreement for the 2020 Severe Storms, Flooding, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4519-DR-OR (“FEMA Declaration”), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 05-09, 2020, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion

of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4519-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4519-DR-OR, that amount is \$131,100.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.

- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4519-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the

property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (Federal Listings number-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project

Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4519; Wages, Hours and Records Laws (ORS Chapter 652) Conditions

of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*) section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 25.1 *et seq.*).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

Melissa Ince
Finance & Administrative Services Director
City of Umatilla
P. O. Box 130
Umatilla, OR 97882
Phone: 541-922-3226 x 104
Fax: 541-922-5758

For OEM:

Matt Marheine
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3434
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the

terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Matt Marheine, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Melissa Ince
Finance & Administrative Services Director
Date: August 4, 2020

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler
Assistant Attorney General
By Email
DATE: 4/2/20

Federal Tax ID No. (TIN): 93-6002270

DUNS #: 623852683

City of Umatilla

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA:

P.O. Box 130, 700 6th St

Umatilla, OR 97882

Phone: 541-922-3226

EXHIBIT A –

Information Required by 2 CFR 200.331(a)(1)

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. Below):
2. Subrecipient's Unique Entity Identifier (i.e. DUNS number):
3. Sub-award Period of Performance Start and End Date:
4. Total Amount of Federal Funds Obligated by this Agreement:
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$
6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of pass-through entity: Oregon Office of Emergency Management
 - (b) Contact Information for Awarding Official of the pass –through entity: Andrew Phelps
7. Federal Award:
 - (a) Federal Award Identification Number (FAIN): DR-4519-OR
 - (b) Disaster Declaration Date: 4/3/2020
 - (c) Incident Period: 2/5/2020-2/9/2020
 - (d) Federal Award Date:
 - (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
 - (f) Federal Awarding Agency: FEMA _____
 - (g) CFDA Number and Name: Public Assistance Grant, 97.036
Amount: \$
 - (h) Indirect Cost Rate: 0
 - (i) Is Award Research and Development? Yes ☐ No ☒

*For the purposes of this Exhibit F, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal][state] fiscal year.

Exhibit B

<u>P</u>	
Applicant Name:	Application Title:
Period of Performance Start:	Period of Performance End:

Bundle Reference # (Amendment #)	Date Awarded
----------------------------------	--------------

Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET							
DISASTER				PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4519	-	DR	-OR			
APPLICANT:					WORK COMPLETE AS OF:		
Site 1 of 1							
DAMAGED FACILITY:					COUNTY:		
LOCATION:						LATITUDE:	LONGITUDE:
Current Version:							
DAMAGE DESCRIPTION AND DIMENSIONS:							
SCOPE OF WORK:							
Current Version:							
Does the Scope of Work change the pre-disaster conditions at the site?					Special Considerations included?		
Yes No					Yes No		
Hazard Mitigation proposal included?					Is there insurance coverage on this facility?		
Yes No					Yes No		
PROJECT COST							

Exhibit B

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST	\$
PREPARED BY			TITLE	SIGNATURE	
APPLICANT REP.			TITLE	SIGNATURE	

SAMPLE

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Pedestrian Bridge Replacement Concept Discussion

Meeting Date:

2020-08-04

Department:

Finance & Administrative Services

Director:

Melissa Ince

Contact Person:

Melissa Ince

Phone Number:**Cost of Proposal:**

N/A

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

N/A

Attachments to Agenda Packet Item:

[2020.07.31_BridgeTypeMemo.pdf](#)

Summary Statement:

Discussion only. JUB Engineers has prepared several design concepts for the replacement of the pedestrian bridge damaged in 2019 detailed in the attached memo. Staff would like direction from Council before proceeding further with detailed cost estimates to provide to FEMA.

Consistent with Council Goals:

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

MEMORANDUM

DATE: July 31, 2020

TO: City of Umatilla

Dave Stockdale, City Manager

CC: City of Umatilla

Scott Coleman, Public Works Director

Melissa Ince, Finance Director

FROM: J-U-B Engineers

Alan Cukurs, P.E. - Structural Engineer

Shae Talley P.E. -Project Manager

SUBJECT: Pedestrian Bridge Type Options

INTRODUCTION:

The City of Umatilla Oregon (City), retained J-U-B Engineers Inc. (JUB) to provide options for a new pedestrian bridge replacement to clear span the Umatilla River at Nugent Park. The existing bridge experienced collapse of two of the three spans during two separate flood events in 2019 and 2020. The existing bridge supported an 18" diameter waterline and several empty utility conduits. The existing 195-foot-long bridge is supported by a north and south abutment with two intermediate piers in the waterway. Each span is approximately 65 feet long, two of which have unseated during flood events and collapsed into the river.

The City has requested the replacement bridge be a single span pedestrian with a minimum of 10 feet of clear pathway to support two 24-inch diameter insulated waterlines. The new structure needs to provide six 4-inch diameter conduits for lightweight future utilities such as telecommunication lines. The new structure is also required to provide 3 feet of clearance between the bottom of the bridge chords (or any utility pipes) and the high-water elevation. For planning purposes, it is assumed that the bottom of the new bridge and/or utilities needs to be approximately 1 foot above the existing bridge deck. This will result in raising the pedestrian pathway between 5 feet to 10 feet depending on the type of bridge and how the new waterlines are attached to the new bridge. The exact vertical elevation will be determined based on the selected bridge type during the design phase through a hydraulic analysis.

The primary purposes of the new bridge are:

- 1) Provide a minimum 10-foot-wide, ADA compliant, shared use pathway to cross the river;
- 2) Support two 24-inch diameter insulated waterlines;
- 3) Clear span the river to eliminate piers in the waterway;

Some of the preferences for the bridge are:

- 1) Minimize the impact of the waterlines impeding fishing and viewing from the bridge;
- 2) Allow for viewing and sitting while on the bridge;
- 3) Provide visual appeal when viewing the bridge from the river and from the river bank.
- 4) Total maximum bridge cost of \$5 million, excluding waterlines.

OPTIONS:

A cost-effective, single span bridge, meeting the City's goals and preferences listed above would be a steel truss or steel girder bridge type.

A steel truss bridge spanning 205 feet requires a box truss. Examples are shown in Figures 1 and 2. For a box truss bridge, it should be noted there are cross braces over top of the deck/pathway to support the top chords of the truss. The minimum vertical clearance from the pathway to the braces above the pathway is 10 feet. Shorter span truss bridges do not require overhead cross bracing.

The first option is a steel box truss bridge with a 10-foot-wide pathway and the waterlines attached to outriggers as shown in Figure 3. This option will be the lowest cost for a single span truss meeting the primary purposes of the bridge. The waterlines are attached to the top of the outriggers which minimizes raising the pathway. It will reduce the cost and complexity of the abutments and bridge approaches compared to attaching the waterlines below the outriggers. However, this option does not provide seating and unobstructed viewing from the bridge. It also makes fishing from the bridge impractical because of the location of the pipes.

The second option is similar to the first option, except this option has an outboard platform on the outside of the truss. The outriggers support the pipes which are under the outrigger members and an outboard viewing/sitting platform can be supported by the outriggers. The waterlines will pass below the viewing/sitting platform as shown in Figure 4. This option will cost more than option 1. The additional costs are from the additional steel to support the viewing/sitting platform; increase in vertical height of abutments and pathway to provide clearance to the waterlines; greater complexity of design and construction of abutments to accommodate the waterlines at the abutments. The outboard platforms would be located on each side of the bridge at the middle of the bridge. Each platform is approximately 40 feet long and 4.5 feet wide for a platform area of 180 square feet on each side of the bridge. Figures 5 and 6 are photographs of a steel arch truss bridge with outboard platforms. Figure 5 was digitally altered from an arch bridge to a box truss bridge to help visualize a box truss. Figure 5 and 6 are photographs of a significantly shorter arch truss bridge. Note the arch truss bridge type is not feasible for a bridge length of 205 feet.

The third option is a 14-foot-wide pathway with the waterlines attached to outriggers. There was discussion of having a wider pathway of 14 feet to allow for seating on the bridge, inboard of the trusses, instead of an outboard viewing/sitting platform. The cost for a 14-foot-wide pathway without outboard viewing platforms would be approximately 25 percent more than option 1. The additional costs are from the additional steel to support the additional bridge width; increase in vertical height of abutments and pathway to provide clearance to the waterlines; greater complexity of design and construction of abutments to accommodate the waterlines at the abutments.

The fourth option is a single span steel I-girder bridge with a concrete deck similar to the bridges shown in Figure 7. This would consist of three steel plate girders with a concrete deck pathway above the beams. This has the advantage of having a very open structure from the vantage point of the pedestrian

along with a less industrial look compared to the truss bridge options. The waterlines can be placed out of sight, between the steel beams and below the concrete deck. There would be no steel truss chords and no waterlines to obstruct viewing and fishing activities from the bridge. However, this option requires the greatest change in pathway elevation which translates to a higher cost. A steel fabricator is currently working on a design and cost for this option however it is believed that this type of bridge would still fall within the budget limitations of this project.

CONCLUSIONS AND RECOMMENDATIONS:

Of the three truss and one steel girder options, option 2 seems to fit the City's goals most closely. However, a steel girder option may address esthetic goals and functionality if costs are comparatively similar. A detailed cost estimate may be needed to make a final comparison as directed by the City. Much of the work that has been performed to date involved functionality and cost as the driving factors. The final decision should also consider the esthetics of the structure as viewed from the river and the river bank.

We recommend that the City develop esthetic goals for the bridge. The goals should include how the bridge should visually impact or not impact the environment. An example question that could help guide the esthetic goals is "Should the bridge compliment the environment by blending in, or should the bridge stand out of the environment to make a statement?" In many cases, computer renderings of various options superimposed onto photographs of the bridge site can aid in making decisions related to esthetics. Should the City choose to develop renderings, additional budget and scope would be required.

We look forward to more discussion regarding the selection of a bridge type.

Sincerely,

J-U-B Engineers, Inc.



Alan Cukurs P.E.
Senior Structural Engineer
J-U-B Engineers, Inc.



Shae Talley P.E.
Project Manager
J-U-B Engineers, Inc.

Attachments: Bridge Figures



FIGURE 1 BOX TRUSS BRIDGE



FIGURE 2 BOX TRUSS BRIDGE

I:\Merlin\Project Active\647200\647286-10-Continental Pedestrian Drawings\Proposed\647286 Preliminary Cross Sections - Nugent Park Pedestrian Bridge - Umatilla, OR (07-28-2020).dwg

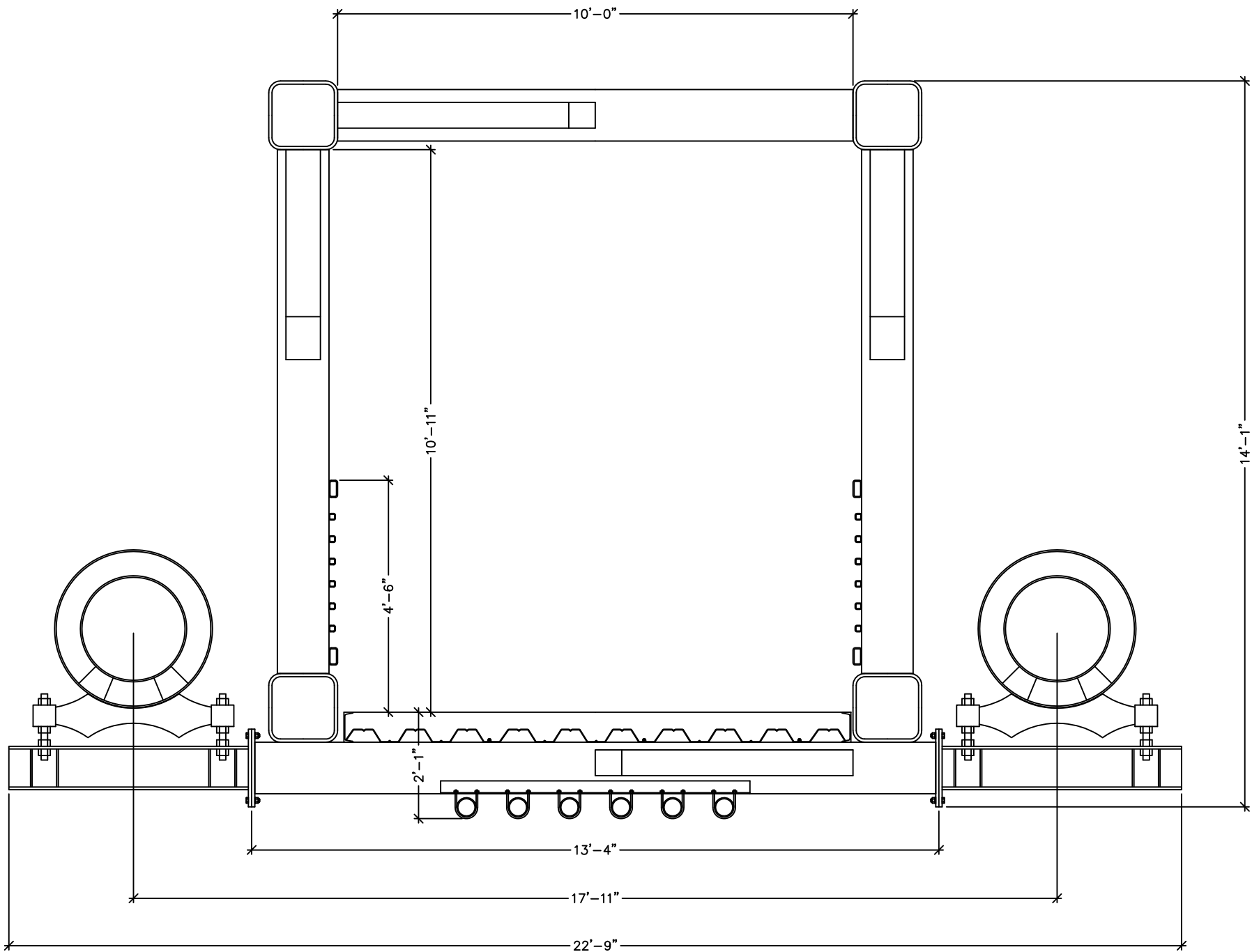


FIGURE 3 OPTION 1

REV	STATUS	BY	DATE
-	PRELIMINARY SKETCH	DGR	7/28/2020

PROPRIETARY AND CONFIDENTIAL

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NTECH

ENGINEERED SOLUTIONS LLC

www.ContechES.com

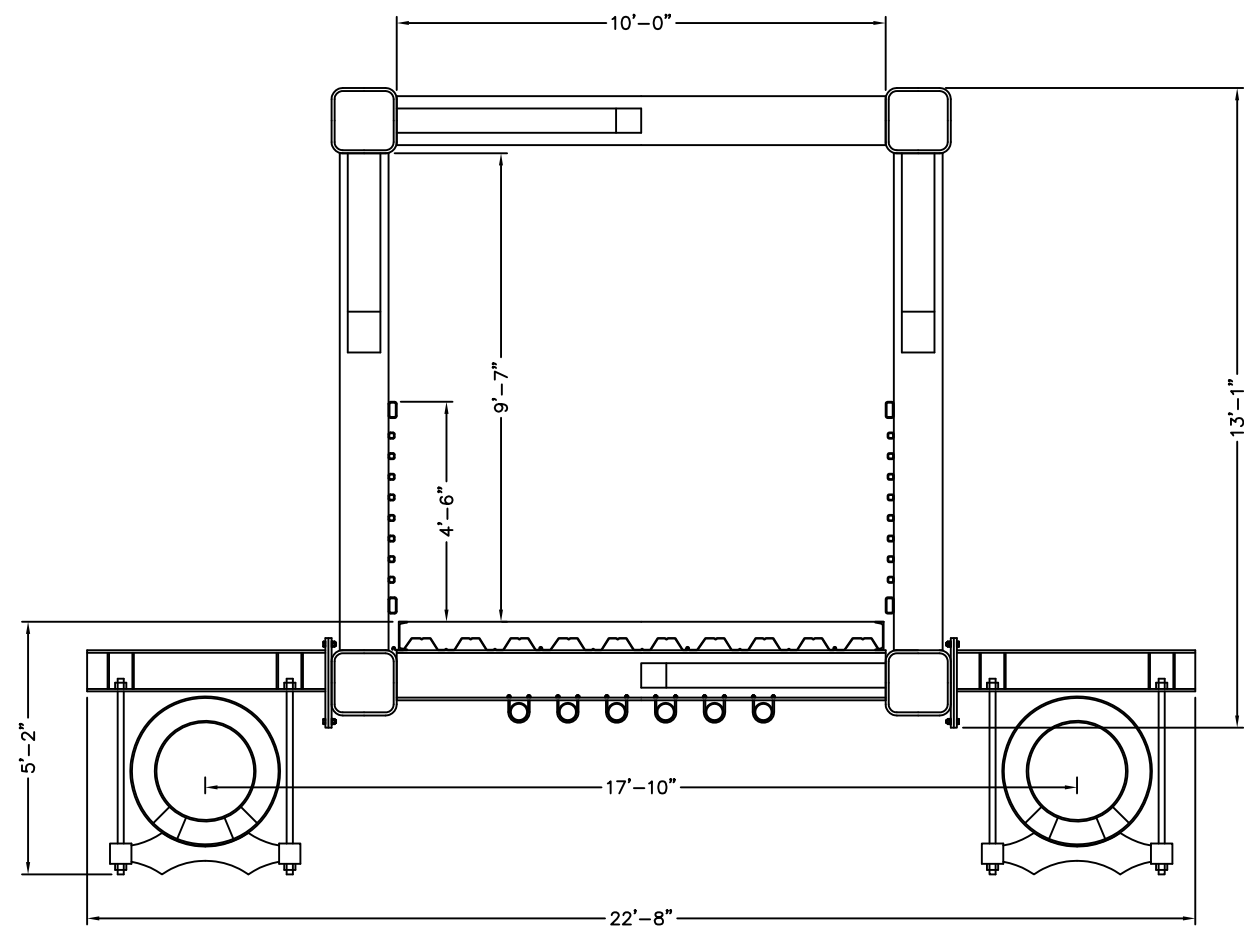
19060 County Road 66 • Greeley, Colorado 80631

205' x 10' BRIDGE (NO OVERLOOKS)
NUGENT PARK PEDESTRIAN BRIDGE
UMATILLA, OR
J-U-B ENGINEERS, INC

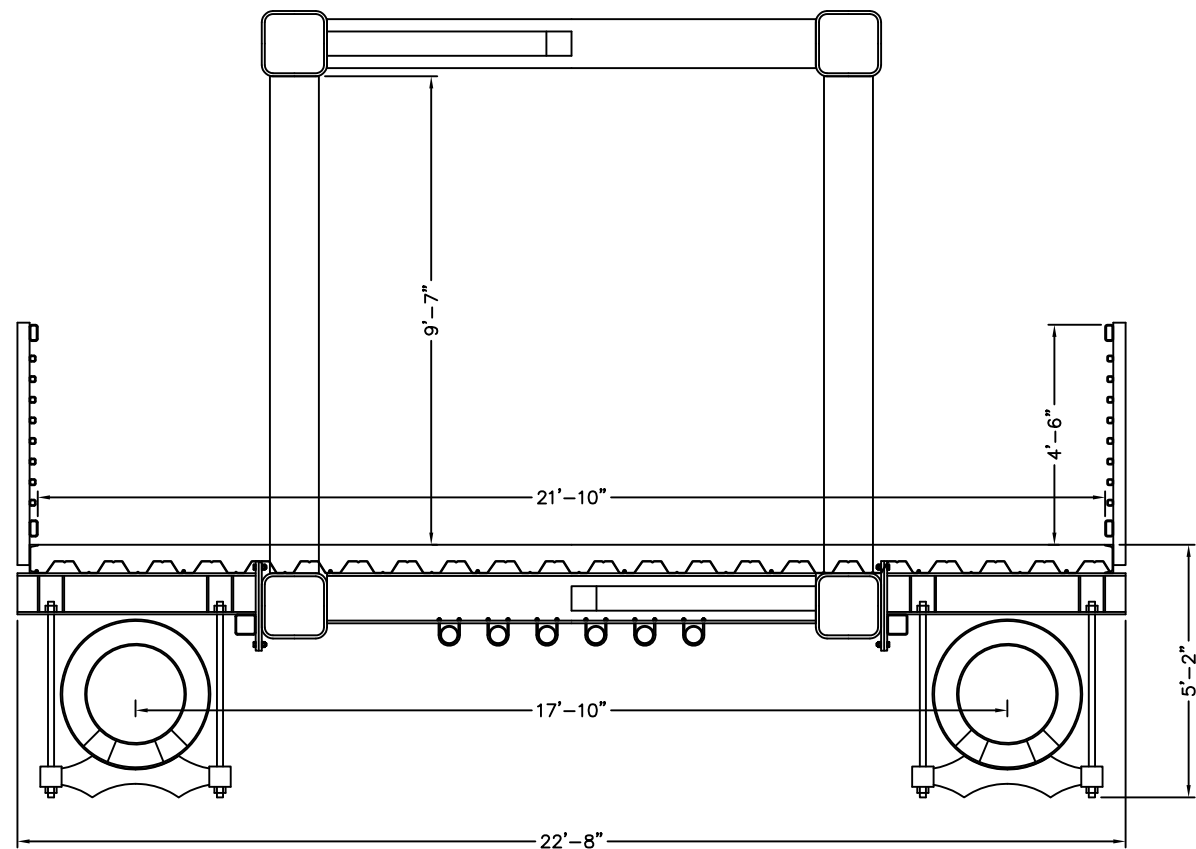
PRELIMINARY
DRAWINGS
NOT FOR
CONSTRUCTION

647286
DESIGN BY DGR
DRAWN BY DGR
CHECKED BY -
SHEET NO. 1 OF X

I:\Merlin\Project\Active\647200\647286-10-Continental Pedestrian\Drawings\Proposal\647286 Preliminary Cross Sections - Nugent Park Pedestrian Bridge - Umatilla, OR (07-28-2020).dwg



CROSS SECTION ALONG LENGTH OF BRIDGE



CROSS SECTION @ OVERLOOK

FIGURE 4 OPTION 2

REV	STATUS	BY	DATE
-	PRELIMINARY SKETCH	DGR	7/28/2020

PROPRIETARY AND CONFIDENTIAL

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205' x 10' BRIDGE w/ OVERLOOKS
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UMATILLA, OR
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PRELIMINARY
DRAWINGS
NOT FOR
CONSTRUCTION

647286
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SHEET NO. 1 OF X



FIGURE 5 BOX TRUSS WITH OUTBOARD PLATFORM
(DIGITALLY MODIFIED PICTURE)



FIGURE 6 TRUSS WITH OUTBOARD PLATFORM
(NOT MODIFIED PICTURE)



FIGURE 7 STEEL GIRDER BRIDGE

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

COVID-19 Update, response discussion
(including City Hall and other physical office
open/close), and staffing

Meeting Date:

2020-08-04

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

541-922-3226x105

Cost of Proposal:

NA

Amount Budgeted:

NA

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

No

Previously Presented:

N/A

Attachments to Agenda Packet Item:

Summary Statement:

Discussion

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:

LGGP Grant Budget Update

Meeting Date:

2020-08-04

Department:

Community Development

Director:

Brandon Seitz

Contact Person:

Brandon Seitz

Phone Number:**Cost of Proposal:**

\$66,000 increase to \$366,000

Amount Budgeted:

\$300,000

Fund(s) Name and Number(s):

General Fund - 01

Reviewed by Finance Department:

Yes

Previously Presented:

n/a

Attachments to Agenda Packet Item:**Summary Statement:**

Discussion

Consistent with Council Goals:

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