

**UMATILLA CITY COUNCIL MEETING  
AGENDA  
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882  
DECEMBER 1, 2020  
7:00 PM**

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER'S REPORT**

5.1 [Finance Quarterly Report](#) *Suggested Action: Suggested Action: Discussion*

*For the online version of the report click [HERE](#).*

6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.

7. **CONSENT AGENDA**

7.1 Paid Invoices *Suggested Action: Motion to approve.*

8. **PUBLIC HEARING**

9. **NEW BUSINESS**

9.1 [Resolution No. 26-2021 - Resolution of the City of Umatilla authorizing refunding of an interim loan from the Special Public Works Fund with the Oregon Infrastructure Authority](#)  
*Suggested Action: Motion to approve Resolution No. 26-2021*

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

9.2 [Resolution No. 27-2021 - A Resolution authorizing the City Manager to sign a Purchase and Sale Agreement with Big River Golf Course, LLC, an Oregon Limited Liability Company, for the purchase and procurement of the Big River Golf Course and to record all associated documents of real property of said purchase.](#) *Suggested Action: Motion to approve Resolution No. 27-2021*

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

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

- 9.4 [Resolution No. 29-2021](#) - A resolution authorizing the City Manager to apply for a Special Public Works Funding package to include a loan and two emergency grants from Business Oregon's Infrastructure Finance Authority for funds to apply to the pedestrian bridge and waterline replacement projects. *Suggested Action: Motion to approve Resolution No. 29-2021*

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

- 9.5 [Resolution No. 31-2021](#) - A resolution authorizing the City Manager to sign and record a deed for the purchase of real property. *Suggested Action: Motion to approve Resolution No. 31-2021*

*City Council authorized the City Manger to negotiate the purchase of real property at their September 1, 2020, meeting. The City Manager and Frances R Mathews have agreed to a purchase price of \$145,000.00 for said property. This resolution would authorize the City Manager to sign and record a deed and other documents necessary to finalize the purchase real property identified as Tax Lot 400 on Assessors Map 5N2818 (TLID # 5N28180000400).*

## 10. **PUBLIC COMMENT**

11. **DISCUSSION ITEMS**

11.1 [Guzman Annexation](#) *Suggested Action: For discussion only*

11.2 [Mobile Food Vendors and other Mobile Vending](#) *Suggested Action: For discussion only.*

*Discuss results of extended pilot program for mobile food vendors and discuss expanding opportunities for other mobile vendors such as mobile barbering.*

11.3 [Planning Commission Yearly Report](#) *Suggested Action: Staff will provide and overview of the yearly Planning Commission report.*

12. **MAYOR'S MESSAGE**

13. **COUNCIL INFORMATION & DISCUSSION**

14. **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

<b>Agenda Title:</b> Finance Quarterly Report	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b> 541-922-3226x104
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[Finance Dept 1st Quarter FY20-21.pdf](#)

<b>Summary Statement:</b> Suggested Action: Discussion  For the online version of the report click <a href="#">HERE</a> .
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<b>Consistent with Council Goals:</b> Goal 3: Enhance and Cultivate Relationships and Partnerships.
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CITY OF UMATILLA

# FINANCE DEPARTMENT QUARTERLY REPORT

1st Quarter, Fiscal Year 2020-21  
Quarter Ended September 30, 2020

City of Umatilla

City Hall

I am pleased to offer this financial report of City operations for your review. The report covers financial operations through 1st quarter of the fiscal year ending June 30, 2021.

This report is intended to provide city management, the city council, and the community a general update on the financial activities and condition of the City on a quarterly basis. In addition to providing financial information it provides a narrative or annotations on financial highlights meant to give context to the numbers, charts, and graphs found throughout.

Information contained in this report is preliminary and unaudited. Further adjusting entries may be made as part of the City's year-end close and audited processes. It is prepared and reported on a budgetary basis, meaning revenues and expenditures related to internal services funds are presented discretely and not consolidated. Please refer to the City's audited financial statements for a complete report on the City's financial activities and balances for the year. These reports are issued by December 31 following the end of the fiscal year.

Melissa Ince, CPA  
Finance & Administrative Services Director





# FINANCIAL SUMMARY

In this section we report on the financial activities of the City as a whole (City-wide), which include all governmental and proprietary funds and all City departmental activities.

## Highlight Reminders of the 2020-2021 Budget

In June 2020, the City Council adopted the 2020-2021 budget. Pertinent highlights of this budget included:

- It is a single year budget balanced at \$39.4 million across all funds.
- Personnel services represent 12.3 percent of the total expenditures at \$4.9 million
- Materials and services represent 15.4 percent of the total expenditures at \$6.1 million
- Capital Outlay represents 25.6 percent of total expenditures at \$10.1 million
- Debt Service and Loan Reserves represents 2.2 percent of total expenditures at \$848,000
- Transfers, Contingency, and Ending Fund Balance make up the remainder

← Back History Reset

Broken down by

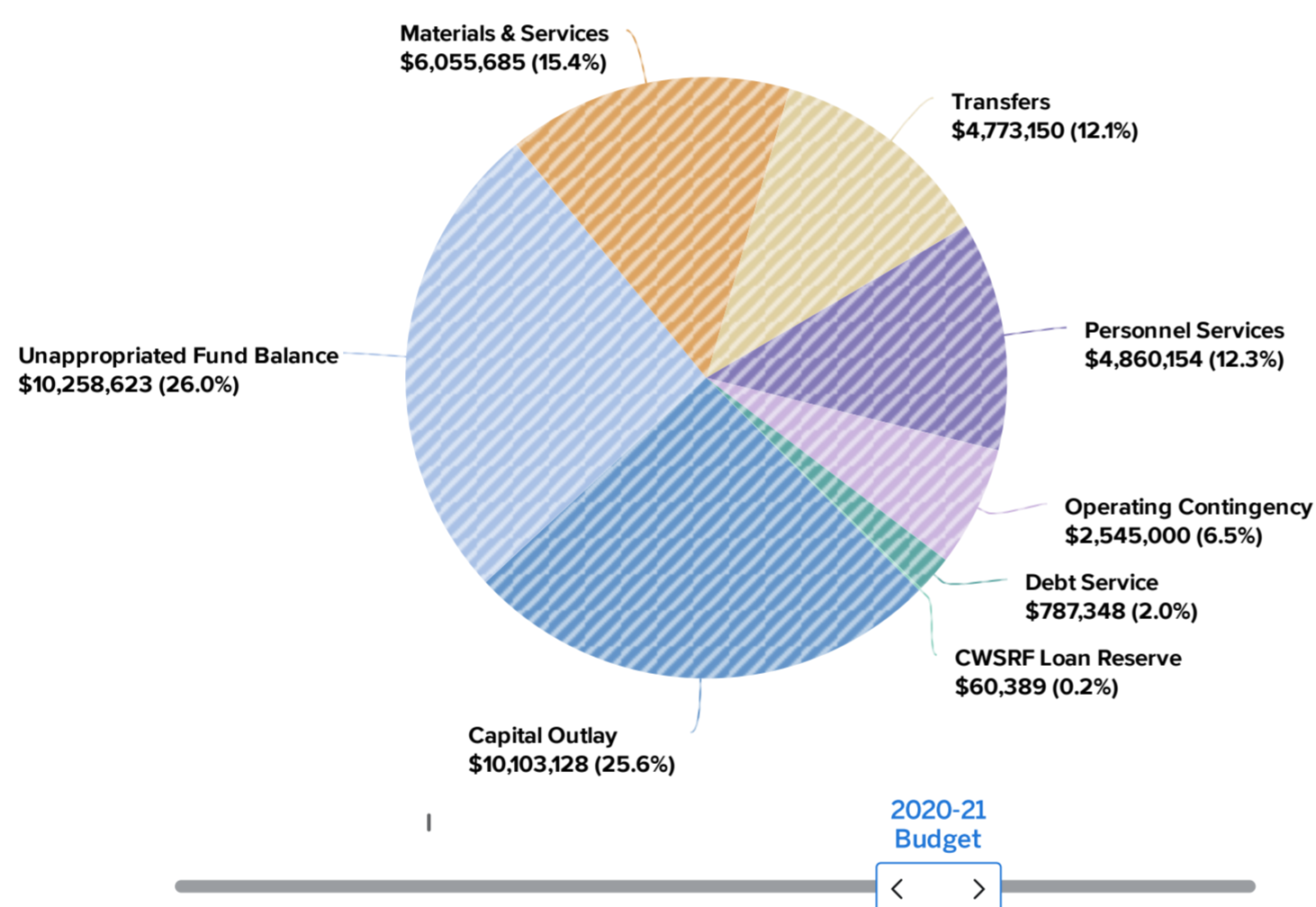
Expenses No Activity

Visualization



Sort Large to Small

- Capital Outlay
- Unappropriated Fund Balan...
- Materials & Services
- Transfers
- Personnel Services
- Operating Contingency
- Debt Service
- CWSRF Loan Reserve



# FIRST QUARTER BUDGET TO ACTUAL HIGHLIGHTS

## General Fund

As of September 30th the General Fund has received 6.6% of its projected revenues and has expended 15.0% of its appropriations. This is common as beginning fund balances are not entered until the prior year audit is complete and property tax revenue is not collected until second quarter.

The graph and table below show the General Fund's budgeted vs actual revenue and expenditure figures.

← Back History Reset

Broken down by

Types

General Fund

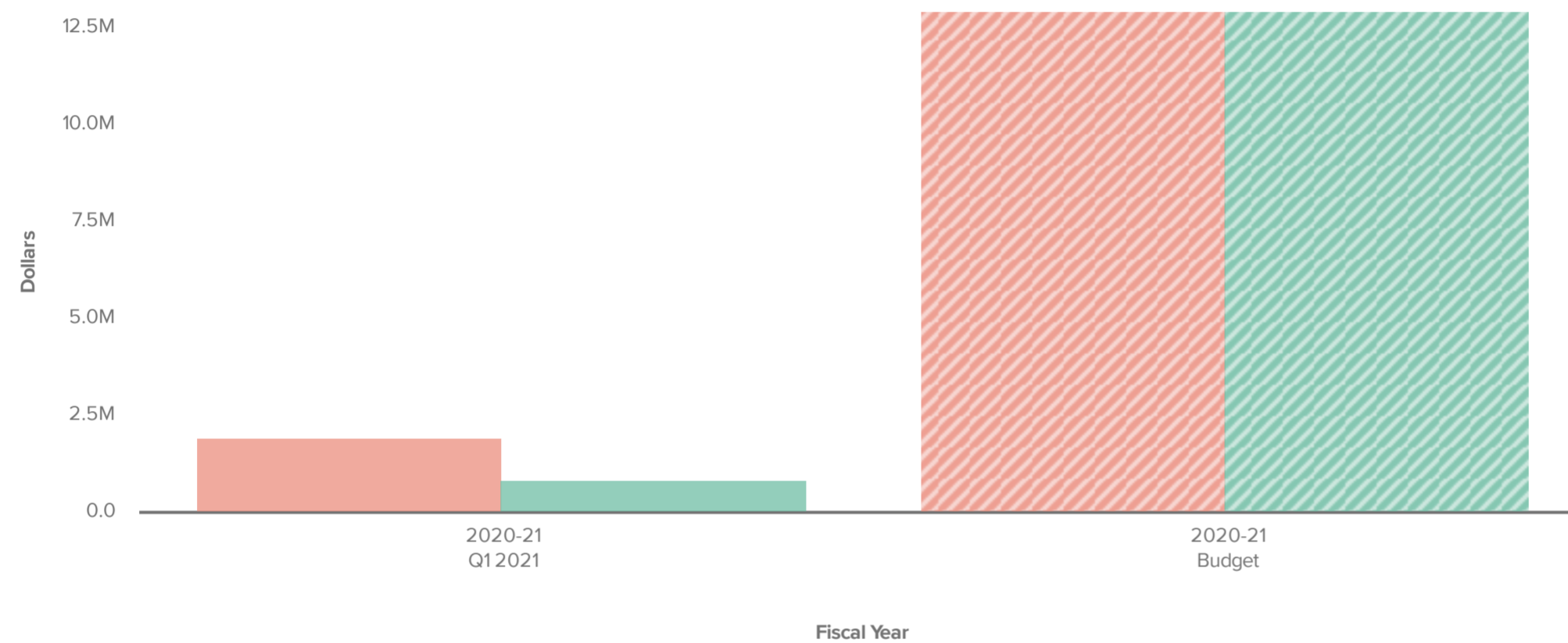
No Activity



Sort Small to Large

- Expenses
- Revenues

Visualization



Collapse All	2020-21 Q1 2021	2020-21 Budget
▼ Revenues	853,565	12,916,865
▶ Beginning Fund Balance	0	4,780,033
▶ Payment in Lieu of Tax	0	2,861,197
▶ Property Taxes	18,905	2,308,500
▶ Franchise Fees	330,347	1,283,750
▶ Intergovernmental	239,744	935,250
▶ Fees & Charges	138,439	471,835
▶ Miscellaneous	95,817	118,000
▶ Transfers from Other Funds	22,690	88,300
▶ Interest	7,623	70,000
▼ Expenses	1,938,790	12,916,865
▶ Transfers	779,515	3,161,400
▶ Unappropriated Fund Balance	0	3,618,995
▶ Personnel Services	658,255	2,800,760
▶ Materials & Services	500,960	2,226,310
▶ Operating Contingency	0	1,000,000
▶ Capital Outlay	60	109,400
Revenues Less Expenses	-1,085,225	0

# City Wide Consolidated Revenues and Expenditures by Fund

As of September 30th, all City Funds have received 10.6% of their projected revenues and have expended 11.8% of their appropriations.

The table below shows budgeted vs actual consolidated revenues by fund.

Collapse All	2020-21 Q1 2021	2020-21 Budget
▼ Governmental	2,794,362	29,109,390
▼ General	853,565	12,916,865
General Fund	853,565	12,916,865
▼ Capital Projects	907,444	8,850,318
Capital Reserve Fund	907,039	8,569,018
Building Reserve	405	281,300
▼ Special Revenue Fund	1,033,150	7,338,400
Street Fund	310,514	2,971,619
Building Department Fund	446,812	2,618,090
Refuse Fund	236,035	952,742
Library Fund	12,267	408,317
Transient Room Tax Fund	27,522	387,632
▶ Debt Service	203	3,807
▼ Proprietary	1,393,228	10,334,087
▼ Enterprise	1,393,228	10,334,087
Sewer Fund	572,601	2,852,334
Water Reserve Fund	126,608	2,848,941
Sewer Reserve Fund	148,629	2,645,113
Water Fund	545,390	1,987,699
<b>Total</b>	<b>4,187,590</b>	<b>39,443,477</b>

The table below shows budgeted vs actual consolidated expenditures by fund.

Collapse All	2020-21 Q1 2021	2020-21 Budget
▼ Governmental	3,325,404	29,109,390
▼ General	1,938,790	12,916,865
General Fund	1,938,790	12,916,865
▼ Capital Projects	478,348	8,850,318
Capital Reserve Fund	478,348	8,569,018
Building Reserve	0	281,300
▼ Special Revenue Fund	908,266	7,338,400
Street Fund	203,892	2,971,619
Building Department Fund	303,807	2,618,090
Refuse Fund	292,409	952,742
Library Fund	80,008	408,317
Transient Room Tax Fund	28,152	387,632
▶ Debt Service	0	3,807
▼ Proprietary	1,335,750	10,334,087
▼ Enterprise	1,335,750	10,334,087
Sewer Fund	681,767	2,852,334
Water Reserve Fund	18,507	2,848,941
Sewer Reserve Fund	159,733	2,645,113
Water Fund	475,743	1,987,699
<b>Total</b>	<b>4,661,154</b>	<b>39,443,477</b>

## FY2020-21 Budget Document



In the 1st Quarter of FY2020-21 staff prepared an all new interactive online budget document which has been submitted to the Government Finance Officer's Association Distinguished Budget Award Program.

Both PDF and online versions of the FY2020-21 Budget Document can be found on the City's website or by clicking the following links:

[FY2020-21 Budget - Interactive Online Version](#)  
[FY2020-21 Budget - PDF](#)

## QUARTERLY HIGHLIGHTS

### FY2019-20 Audit



The City's audit for the fiscal year ended June 30, 2020 is now complete and an unmodified or "clean" audit opinion was received. The audit was also properly filed with the Secretary of State-Audits Division by the December 31, 2020 deadline.

The auditors also submitted their report on their consideration of the City's compliance with certain provision of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report was to describe the scope of their testing and the results of that testing, not to provide an opinion on compliance.

A copy of the audit report can be found on the City's website or by clicking [HERE](#).

## Online Billpay Updates



Based upon feedback from the City Council and residents of Umatilla, the City has made updates to its' online billpay portal. When paying a utility bill or miscellaneous fees (utility deposits, etc.) online, the customer will no longer be assessed an additional convenience fee. The convenience fee only remains for citations, as the majority of citation revenue collected is remitted to the State or Umatilla County.

### *NEW - Pay by Text*

Pay by Text is a convenient way to pay your bill by text message. When signed up for Pay by Text, bill notifications will be sent by text message (this is in addition to email notifications) and you will then have the option to pay via text message with your default payment method by simply replying. You may enroll in Pay by Text when making an online payment or by accessing your account and selecting the Pay by Text option. A confirmation will be sent to complete your enrollment.

## Looking Ahead:

### FY2020-21 Supplemental Budget

Staff will be presenting the first supplemental budget resolution to the City Council in the second meeting of December. This budget amendment will incorporate items such as the Business Oregon COVID relief grant funding and expenditures, School Resource Officer contribution from the Umatilla School District, additional allocation to the Downtown Revitalization Grant Program, Enterprise Zone application proceeds and CIS insurance proceeds from the May 2020 storm damage.

## Continued Infrastructure Financing

The finance department is working with the various departments on several pending funding needs including:

- Business Oregon Bond Bank - Refunding of the 6th Street Waterline Project Interim Financing Agreement
- Banner Bank Full Faith & Credit Issuance - Golf Course Purchase
- FEMA, Community Development Block Grant (CDBG) and Special Public Works Fund (SPWF) Grant and Loan Funding - Pedestrian Bridge & Waterline Replacement Project
- FEMA Funding - Fishing Shack and Nugent Park Boat Ramp Replacement
- CDBG - Power City/Brownell Sewer Extension Final Design
- DEQ Clean Water State Revolving Loan Fund (CWSRF) - Wastewater Facilities Plan Update Loan



Report Criteria:  
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>63</b>							
63	Alpine Alarm	MON1156	Relocation of an access door	10/08/20	305.00	45912	11/20/20
Total 63:					305.00		
<b>102</b>							
102	Aramark Uniform Services, Inc.	864698409	Police Mats	10/22/20	252.27	45787	10/26/20
		864698409	Police Mats	10/22/20	252.27	45847	11/09/20
		864698411	Mats and Towels	10/22/20	170.22	45847	11/09/20
		864718789	Police Mats	11/06/20	252.27	45914	11/20/20
Total 102:					927.03		
<b>148</b>							
148	Banner Bank Mastercard	0715.10.25.2	Lunch meeting with Leon	10/25/20	7.50	45849	11/09/20
		0715.10.25.2	Lunch Meeting with Leon	10/25/20	7.50	45849	11/09/20
		0715.10.25.2	Lunch meeting with Leon	10/25/20	7.50	45849	11/09/20
		0715.10.25.2	Lunch meeting with Leon	10/25/20	7.50	45849	11/09/20
		0715.10.25.2	Luncheon with WWTP Candidate	10/25/20	12.75	45849	11/09/20
		0715.10.25.2	Luncheon with WWTP Candidate	10/25/20	12.75	45849	11/09/20
		0715.10.25.2	Luncheon with WWTP Candidate	10/25/20	12.75	45849	11/09/20
		0715.10.25.2	Luncheon with WWTP Candidate	10/25/20	12.75	45849	11/09/20
		0715.10.25.2	fee	10/25/20	15.51	45849	11/09/20
		0715.10.25.2	fee	10/25/20	15.51	45849	11/09/20
		0715.10.25.2	fee	10/25/20	15.51	45849	11/09/20
		2217.10.25.2	Amazon-Hobbles	10/25/20	99.95	45849	11/09/20
		2217.10.25.2	Amazon-Marking Spray Paint	10/25/20	39.24	45849	11/09/20
		2217.10.25.2	Galls-Barrel Bags	10/25/20	60.85	45849	11/09/20
		2217.10.25.2	Amazon-sheet protectors	10/25/20	6.53	45849	11/09/20
		2217.10.25.2	TLO Transunion	10/25/20	50.00	45849	11/09/20
		2217.10.25.2	Galls-Print Kits	10/25/20	141.90	45849	11/09/20
		2217.10.25.2	Amazon-Throw Bags & First Aid Kits	10/25/20	456.39	45849	11/09/20
		2552.10.25.2	Parks Luncheon	10/25/20	44.70	45849	11/09/20
		2552.10.25.2	Poster My Wall-Flyers	10/25/20	5.98	45849	11/09/20
		2552.10.25.2	Background Check-Hannah	10/25/20	15.00	45849	11/09/20
		2552.10.25.2	Luncheon CDD & PW	10/25/20	61.00	45849	11/09/20
		2552.10.25.2	Archery Equipment	10/25/20	3,390.00	45849	11/09/20
		2552.10.25.2	Christmas Band	10/25/20	890.00	45849	11/09/20
		2552.10.25.2	Recreation Trailer Permit	10/25/20	20.90	45849	11/09/20
		3132.10.25.2	Transfer Pictures to Computer-computer supplies	10/25/20	21.28	45849	11/09/20
		3132.10.25.2	Transfer Pictures to				



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Computer-computer supplies	10/25/20	21.29	45849	11/09/20
		3132.10.25.2	Transfer Pictures to Computer-computer supplies	10/25/20	21.29	45849	11/09/20
		3132.10.25.2	PW Meeting	10/25/20	3.23	45849	11/09/20
		3132.10.25.2	PW meeting	10/25/20	3.24	45849	11/09/20
		3132.10.25.2	PW Meeting	10/25/20	3.24	45849	11/09/20
		3132.10.25.2	PW Meeting	10/25/20	3.24	45849	11/09/20
		5571.10.25.2	Santa Chair for Tree Lighting	10/25/20	1,257.93	45849	11/09/20
		5571.10.25.2	Santa Chair for Christmas Tree Lighting	10/25/20	36.99	45849	11/09/20
		5571.10.25.2	Lights for Tree Light Lighting	10/25/20	63.96	45849	11/09/20
		5919.10.25.2	Meeting Meal	10/25/20	9.60	45849	11/09/20
		5919.10.25.2	Indeed Job Posting	10/25/20	330.51	45849	11/09/20
		5919.10.25.2	Microsoft Publisher	10/25/20	139.99	45849	11/09/20
		5919.10.25.2	WWTP Supervisor Travel Expenses	10/25/20	1,472.66	45849	11/09/20
		5919.10.25.2	Dept. Head Luncheon	10/25/20	77.00	45849	11/09/20
		7017.10.25.2	Water Kettle for Breakroom	10/25/20	17.59	45849	11/09/20
		7017.10.25.2	P.O. Box Key for PD	10/25/20	12.00	45849	11/09/20
		8328.10.25.2	Amazon-CDD Backpack	10/25/20	25.49	45849	11/09/20
		8328.10.25.2	WSU Professional Development	10/25/20	500.00	45849	11/09/20
		8328.10.25.2	Amazon-CDD Computer Privacy Screens	10/25/20	91.98	45849	11/09/20
		8328.10.25.2	Zoom Licenses	10/25/20	29.98	45849	11/09/20
		8328.10.25.2	Amazon-VGA Splitter	10/25/20	6.99	45849	11/09/20
		8328.10.25.2	Adobe License	10/25/20	14.99	45849	11/09/20
		8328.10.25.2	Adobe license	10/25/20	14.99	45849	11/09/20
		8328.10.25.2	Amazon-Chamber Microphone	10/25/20	139.00	45849	11/09/20
		8328.10.25.2	Zoom Licenses X3 Annual Subscription	10/25/20	295.45	45849	11/09/20
		8328.10.25.2	Amazon-File Cabinet Adapter	10/25/20	18.60	45849	11/09/20
		8328.10.25.2	Walmart-Smart TV	10/25/20	998.00	45849	11/09/20
		8328.10.25.2	Amazon-Drone Backpack	10/25/20	29.49	45849	11/09/20
		8328.10.25.2	Amazon-cup holders	10/25/20	23.78	45849	11/09/20
		8328.10.25.2	Amazon-Planning Commission Carry Cases	10/25/20	125.93	45849	11/09/20
		8336.10.25.2	Training Meals	10/25/20	52.00	45849	11/09/20
		8336.10.25.2	Office Supplies	10/25/20	34.91	45849	11/09/20
		8336.10.25.2	Danner Boots-Officer Allowance	10/25/20	369.95	45849	11/09/20
		8336.10.25.2	Uniform Name Tag	10/25/20	15.99	45849	11/09/20
		8336.10.25.2	hand soap	10/25/20	19.48	45849	11/09/20
		8336.10.25.2	Halloween Candy	10/25/20	117.82	45849	11/09/20
		8336.10.25.2	Calendars, TP, Paper Towels	10/25/20	149.48	45849	11/09/20
		8336.10.25.2	Halloween Candy	10/25/20	27.51	45849	11/09/20
		8336.10.25.2	Halloween Candy	10/25/20	41.27	45849	11/09/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8336.10.25.2	credit	10/25/20	2.08-	45849	11/09/20
		8336.10.25.2	Credit Card Fees	10/25/20	20.00	45849	11/09/20
Total 148:					12,066.01		
<b>281</b>							
281	Bureau of Labor & Industries	33-19-013	Lind Rd/Union St Improvement Project BOLI Fee	11/20/20	748.75	45917	11/20/20
Total 281:					748.75		
<b>291</b>							
291	Business Oregon	12.01.2020-A	SPECIAL PUBLIC WORKS FUND	11/18/20	61,764.56	45918	11/20/20
		12.01.2020-A	SPECIAL PUBLIC WORKS FUND	11/18/20	5,440.68	45918	11/20/20
		12.01.2020-B	SPECIAL PUBLIC WORKS FUND	11/18/20	14,014.94	45918	11/20/20
		SMALLBUS.	COVID-19 Assistance Grant Reimbursement	11/02/20	41,986.16	45852	11/09/20
Total 291:					123,206.34		
<b>320</b>							
320	Canon Solutions America, Inc	4034361376	COPIER MAINTENANCE	10/24/20	42.39	45853	11/09/20
		4034403475	COPIER MAINTENANCE	10/30/20	591.40	45919	11/20/20
Total 320:					633.79		
<b>351</b>							
351	Cascade Natural Gas Corp.	1092.11.17.2	700 6th Street	11/17/20	13.04	45855	11/09/20
		1092.11.17.2	700 6th St.	11/17/20	13.04	45855	11/09/20
		1092.11.17.2	700 6th Street	11/17/20	13.03	45855	11/09/20
		3033.11.17.2	82959 Draper St.	11/17/20	13.75	45855	11/09/20
		7551NOV202	822 6TH ST.6th St.	10/23/20	10.49	45855	11/09/20
		7846.11.17.2	830 6th St.	11/17/20	64.45	45855	11/09/20
		8476.11.17.2	1205 W. 3rd St.	11/02/20	60.54	45855	11/09/20
Total 351:					188.34		
<b>353</b>							
353	Caselle, Inc.	105891	CONTRACT SUPPORT & Maintance	11/05/20	800.00	45856	11/09/20
		105910	Backflow Module	11/05/20	7,140.00	45920	11/20/20
Total 353:					7,940.00		
<b>355</b>							
355	Casiday Battery Co.	12033	Battery	10/20/20	219.90	45921	11/20/20
Total 355:					219.90		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>362</b>							
362	Center Point Large Print	1801522	Large Print Books for Library	11/01/20	140.22	45922	11/20/20
	Total 362:				140.22		
<b>367</b>							
367	CenturyLink	678BNOV20	Police Dept Phones	10/25/20	93.23	45857	11/09/20
	Total 367:				93.23		
<b>391</b>							
391	CI INFORMATION MANAGEMEN	0107821	Onsite document shred	10/31/20	95.20	45923	11/20/20
		017822	Onsite document shred	10/31/20	142.80	45858	11/09/20
	Total 391:				238.00		
<b>435</b>							
435	Commercial Tire	261508	Tires	11/03/20	623.32	45859	11/09/20
		261535	snow tire change over	11/03/20	63.00	45859	11/09/20
		261568	Snow tire change over	11/04/20	63.00	45859	11/09/20
		261759	Snow tire change over	11/09/20	63.00	45925	11/20/20
		261780	Snow tire change over	11/10/20	63.00	45925	11/20/20
		261807	Snow tire change over	11/10/20	63.00	45925	11/20/20
		261812	Snow tire change over	11/10/20	63.00	45925	11/20/20
	Total 435:				1,001.32		
<b>488</b>							
488	Crystal Springs	92629401111	Water for Police Department	11/11/20	68.69	45927	11/20/20
	Total 488:				68.69		
<b>607</b>							
607	Ducote Consulting	1536	CDBG Water Grant Admin	10/30/20	1,070.00	45929	11/20/20
		1538	EDA Business Center	10/30/20	1,203.75	45929	11/20/20
		1538	EDA Business Center	10/30/20	1,203.75	45929	11/20/20
	Total 607:				3,477.50		
<b>609</b>							
609	Duke's Auto Plus	13226	turn signal bulb	11/06/20	50.00	45930	11/20/20
	Total 609:				50.00		
<b>628</b>							
628	East Oregonian	92240	Planning Commission Notice	10/17/20	365.40	45862	11/09/20
	Total 628:				365.40		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>635</b>							
635	Eastern Oregon Telecom, LLC	8743NOV202	Marina Internet	11/01/20	291.57	45863	11/09/20
		8743NOV202	Internet	11/01/20	48.71	45863	11/09/20
		8743NOV202	Shop Internet	11/01/20	312.20	45863	11/09/20
		8743NOV202	Shop Internet	11/01/20	381.14	45863	11/09/20
		8743NOV202	City Hall Internet	11/01/20	146.14	45863	11/09/20
		8743NOV202	City Hall Internet	11/01/20	198.69	45863	11/09/20
		8743NOV202	Police Dept. Internet	11/01/20	274.34	45863	11/09/20
		8743OCT202	Marina Internet	10/01/20	288.75	45863	11/09/20
		8743OCT202	City Hall Internet	10/01/20	49.14	45863	11/09/20
		8743OCT202	Shop Internet	10/01/20	313.46	45863	11/09/20
		8743OCT202	Shop Internet	10/01/20	382.40	45863	11/09/20
		8743OCT202	City Hall Internet	10/01/20	147.41	45863	11/09/20
		8743OCT202	City Hall Internet	10/01/20	198.69	45863	11/09/20
		8743OCT202	Police Dept. Internet	10/01/20	274.34	45863	11/09/20
Total 635:					3,306.98		
<b>674</b>							
674	EOTEC	3RDQTR202	tourism Promotion Assessment	11/01/20	9,190.25	45865	11/09/20
Total 674:					9,190.25		
<b>817</b>							
817	GG's Smokehouse Catering	FISHINGTHE	Fishing the Brave	11/07/20	2,242.50	45868	11/09/20
Total 817:					2,242.50		
<b>854</b>							
854	Gordon's Electric Inc.	W14309	Lind Lift Stations	10/16/20	190.00	45869	11/09/20
		W14379	Wire bathroom fans-kiwanis park	10/23/20	315.28	45869	11/09/20
		W14429	check pump at Wildwood Lift Station	10/29/20	105.00	45931	11/20/20
		W14439	McNary Lift Station	11/03/20	152.50	45931	11/20/20
		W14441	Electrical for Concession Stand-Umatilla Little League	11/03/20	105.00	45931	11/20/20
		W14494	Diverson Facility	11/10/20	152.50	45931	11/20/20
Total 854:					1,020.28		
<b>856</b>							
856	Gotcha Covered	137738	Cleaning Services	11/08/20	443.84	45870	11/09/20
		137738	Cleaning Services	11/08/20	383.98	45870	11/09/20
		137738	Cleaning Services	11/08/20	383.98	45870	11/09/20
		137738	Cleaning Services	11/08/20	248.20	45870	11/09/20
Total 856:					1,460.00		
<b>911</b>							
911	Hagerman Inc.	1-28076	Water Truck Rental-Lind Rd.	11/16/20	400.00	45933	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 911:					400.00		
<b>931</b>							
931	Harrington, Derek	10.27.2020	clothing reimbursement	10/27/20	79.98	45934	11/20/20
		10.27.2020	clothing reimbursement	10/27/20	16.00	45934	11/20/20
		10.27.2020	clothing reimbursement	10/27/20	15.99	45934	11/20/20
		10.27.2020	clothing reimbursement	10/27/20	48.00	45934	11/20/20
Total 931:					159.97		
<b>960</b>							
960	Heller & Sons Dist., Inc.	31897	Police Dept Fuel	10/31/20	1,906.29	45935	11/20/20
		31898	Gas for Public Works Vehicles	11/01/20	305.79	45935	11/20/20
		31898	Gas for Public Works Vehicles	11/01/20	499.15	45935	11/20/20
		31898	Gas for Public Works Vehicles	11/01/20	197.86	45935	11/20/20
		31898	Gas for Public Works Vehicles	11/01/20	496.15	45935	11/20/20
Total 960:					3,405.24		
<b>966</b>							
966	Hermiston Auto Parts, Inc.	10302020	Vehicle Maintenance	10/30/20	1.59-	45936	11/20/20
		10302020	Vehicle Maintenance	10/30/20	2.78-	45936	11/20/20
		10302020	Vehicle Maintenance	10/30/20	7.94-	45936	11/20/20
		10302020	Vehicle Maintenance	10/30/20	2.98-	45936	11/20/20
		10302020	Vehicle Maintenance	10/30/20	4.56-	45936	11/20/20
		607175	Vehicle Maintenance	10/20/20	320.42	45874	11/09/20
		607203	Vehicle Maintenance	10/20/20	29.39	45874	11/09/20
		607239	Interlock Trailer Ball	10/21/20	16.49	45874	11/09/20
		607269	Supplies	10/22/20	49.96	45874	11/09/20
		607301	Vehicle Maintenance	10/22/20	24.98	45874	11/09/20
		607301	Vehicle Maintenance	10/22/20	24.98	45874	11/09/20
		607488	Vehicle Maintenance	10/27/20	7.69	45874	11/09/20
		607488	Vehicle Maintenance	10/27/20	13.45	45874	11/09/20
		607488	Vehicle Maintenance	10/27/20	38.44	45874	11/09/20
		607488	Vehicle Maintenance	10/27/20	14.41	45874	11/09/20
		607488	Vehicle Maintenance	10/27/20	22.10	45874	11/09/20
		607716	oil	11/03/20	5.93	45874	11/09/20
		607728	supplies	11/03/20	41.97	45874	11/09/20
		607981	Vehicle Maintenance	11/10/20	12.08	45936	11/20/20
		607981	Vehicle Maintenance	11/10/20	21.14	45936	11/20/20
		607981	Vehicle Maintenance	11/10/20	60.40	45936	11/20/20
		607981	Vehicle Maintenance	11/10/20	22.65	45936	11/20/20
		607981	Vehicle Maintenance	11/10/20	34.72	45936	11/20/20
		6122020	Vehicle Maintenance	06/12/20	.17-	45936	11/20/20
		6122020	Vehicle Maintenance	06/12/20	.30-	45936	11/20/20
		6122020	Vehicle Maintenance	06/12/20	.85-	45936	11/20/20
		6122020	Vehicle Maintenance	06/12/20	.32-	45936	11/20/20
		6122020	Vehicle Maintenance	06/12/20	.49-	45936	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 966:					739.22		
<b>980</b>							
980	Hermiston Quicky Lube	475127	Oil Change	10/16/20	43.95	45875	11/09/20
Total 980:					43.95		
<b>1060</b>							
1060	Ingram	48740500	Library Books	10/06/20	17.39	45877	11/09/20
		48740501	Library Books	10/06/20	9.75	45877	11/09/20
		48740502	Library Books	10/06/20	28.78	45877	11/09/20
		48740503	Library Books	10/06/20	29.37	45877	11/09/20
		49239822	Library Books	11/04/20	33.60	45877	11/09/20
		49239823	Library Books	11/04/20	15.59	45937	11/20/20
		49239824	Library Books	11/04/20	17.39	45937	11/20/20
		49239825	Library Books	11/04/20	28.80	45877	11/09/20
		49239826	Library Books	11/04/20	17.39	45877	11/09/20
		49239827	Library Books	11/04/20	55.78	45877	11/09/20
		49239828	Library Books	11/04/20	17.39	45877	11/09/20
		49239829	Library Books	11/04/20	155.12	45877	11/09/20
Total 1060:					426.35		
<b>1068</b>							
1068	Intermountain ESD	598T068267	licenses for the phone systems	07/01/20	946.00	45938	11/20/20
		598T069623	Computer Mouse for Community Development	10/14/20	254.64	45878	11/09/20
		598T069710	Network Switch	10/20/20	32.99	45878	11/09/20
		598T069713	computer-Finance Director	11/03/20	1,140.81	45878	11/09/20
Total 1068:					2,374.44		
<b>1089</b>							
1089	J U B Engineers, Inc.	137019	Umatilla On-Call Engineering Service	09/21/20	1,909.38	45939	11/20/20
		137023	Umatilla-Pedestrian Bridge & Waterline Estimates	09/21/20	2,234.62	45939	11/20/20
		137023	Umatilla-Pedestrian Bridge & Waterline Estimates	09/21/20	788.58	45939	11/20/20
		137026	Power City Sewer Tech Memo & Application Assistance	09/21/20	4,736.40	45939	11/20/20
		137027	Umatilla Water Master Plan	09/21/20	4,261.66	45939	11/20/20
		137028	Port of Umatilla Property Partition Plat	09/21/20	2,678.66	45939	11/20/20
		138267	Lind Road Improvements	11/10/20	30,293.27	45939	11/20/20
		138489	Umatilla On-Call Engineering Service	11/17/20	114.92	45939	11/20/20
		138489	Umatilla On-Call Engineering Service	11/17/20	114.92	45939	11/20/20
		138494	Umatilla-Pedestrian Bridge & Waterline Estimates	11/17/20	1,086.19	45939	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		138494	Umatilla-Pedestrian Bridge & Waterline Estimates	11/17/20	862.37	45939	11/20/20
		138495	Port of Umatilla Property Partition Plat	11/17/20	472.13	45939	11/20/20
		138496	Wanapa Road and Utilities Extension	11/17/20	25,392.65	45939	11/20/20
		138497	City of Umatilla-Fishing Shack and Boat Launch Estimates	11/17/20	1,941.02	45939	11/20/20
		138498	Umatilla 6th Street Improvements	11/18/20	16,875.33	45939	11/20/20
	Total 1089:				93,762.10		
<b>1112</b>							
1112	Jimmy's Johns Portable Toilets L	12691	Marina & RV Park - 2 Units	11/01/20	185.00	45879	11/09/20
	Total 1112:				185.00		
<b>1189</b>							
1189	KIE Supply Corp	2034062	Photo Cell Twist Lock	11/09/20	12.81	45940	11/20/20
		2034270	Streetlights	11/12/20	25.63	45940	11/20/20
	Total 1189:				38.44		
<b>1219</b>							
1219	Kuhn Law Offices	3994	Legal Services-general	11/05/20	164.50	45941	11/20/20
	Total 1219:				164.50		
<b>1221</b>							
1221	Kuo Testing Labs, Inc.	20J0107	TRCI Lab Tests TBR	10/13/20	75.65	45880	11/09/20
		20J0116	TRCI Lab Tests TBR	10/13/20	85.10	45880	11/09/20
		20J0194	Diversion-Canal Grab	10/15/20	153.85	45880	11/09/20
		20J0225	TRCI Lab Tests TBR	10/16/20	85.10	45880	11/09/20
		20J0329	TRCI Lab Tests	10/22/20	85.10	45880	11/09/20
		20K0019	TRCI Lab Tests TBR	11/05/20	85.10	45942	11/20/20
		20K0047	TRCI Lab Tests TBR	11/06/20	85.10	45942	11/20/20
		20K183	TRCI Lab Tests TBR	11/16/20	85.10	45942	11/20/20
	Total 1221:				740.10		
<b>1282</b>							
1282	Linguistic Services	111208-20	Bilingual Assessment Sandoval and Kennedy-Leon	11/12/20	120.00	45944	11/20/20
	Total 1282:				120.00		
<b>1561</b>							
1561	Norco Inc.	30570501	Cylinder Rental	10/31/20	44.33	45883	11/09/20
		30570501	Cylinder Rental	10/31/20	44.33	45883	11/09/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1561:					88.66		
<b>1562</b>							
1562	North Central Labs of Wisc	440675	lab supplies	06/22/20	165.02	Multiple	Multiple
Total 1562:					165.02		
<b>1580</b>							
1580	NW Farm Supply Inc.	A229091	Supplies Water	11/02/20	28.86	45947	11/20/20
Total 1580:					28.86		
<b>1599</b>							
1599	OHA Cashier	2021-2023R	Water Operator Cert Renewal-Dyer	11/19/20	140.00	45949	11/20/20
Total 1599:					140.00		
<b>1615</b>							
1615	One Call Concepts, Inc.	80503	Regular Tickets, Modem Delivery	08/31/20	1.49	45950	11/20/20
Total 1615:					1.49		
<b>1636</b>							
1636	Oregon Dept of Revenue	OCT20STAT	State Court Assessments	11/01/20	24,213.23	45884	11/09/20
Total 1636:					24,213.23		
<b>1676</b>							
1676	OXARC Inc.	31090449	Fire Ext inspection/recharge	10/19/20	52.50	45885	11/09/20
		31090450	Fire Ext inspection/recharge	10/19/20	651.50	45885	11/09/20
		31091227	Fire Ext inspection/recharge	10/19/20	420.50	45885	11/09/20
		31091227	Fire Ext inspection/recharge	10/19/20	420.50	45885	11/09/20
		31105996	Chlorine Cylinders	11/04/20	123.95	45951	11/20/20
Total 1676:					1,668.95		
<b>1684</b>							
1684	Pacific Power	0010.11.13.2	820 6th St.	11/13/20	81.38	45952	11/20/20
		0013.11.13.2	Highway 395 & 730 Interti Well	11/13/20	2,288.90	45952	11/20/20
		0021.10.26.2	McNary Industrial	10/26/20	7,494.38	45886	11/09/20
		0039.10.26.2	McFarland Well	10/26/20	1,920.88	45886	11/09/20
		0054.10.28.2	City Pk Rest Room	10/28/20	218.63	45886	11/09/20
		0070.11.13.2	8th & FSE Corner	11/13/20	140.71	45952	11/20/20
		0096.10.21.2	6th St. & A St.	10/21/20	17.94	45886	11/09/20
		0104.10.26.2	Street Lights	10/26/20	2,392.31	45886	11/09/20
		0112.11.13.2	800 6th St.	11/13/20	220.24	45952	11/20/20



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0112.11.13.2	800 6th St.	11/13/20	54.95	45952	11/20/20
		0112.11.13.2	800 6th St.	11/13/20	220.24	45952	11/20/20
		0112.11.13.2	800 6th St.	11/13/20	220.25	45952	11/20/20
		0120.11.13.2	632 D St. Umatilla OR	11/13/20	530.67	45952	11/20/20
		0146.11.13.2	Bud Draper Dr.	11/13/20	8,946.59	45952	11/20/20
		0153.11.12.2	Water Booster Station	11/12/20	1,833.30	45952	11/20/20
		0161.11.13.2	Port Well	11/13/20	3,867.00	45952	11/20/20
		0179.10.26.2	285 Radar Rd.	10/26/20	416.35	45886	11/09/20
		0187.11.13.2	Div 7 Naches Ave Lift	11/13/20	29.95	45952	11/20/20
		0377.10.21.2	Bath House Marina	10/21/20	178.48	45886	11/09/20
		0385.10.21.2	Fish Cleaning Station	10/21/20	18.05	45886	11/09/20
		0393.10.21.2	West End Comfort Station	10/21/20	23.42	45886	11/09/20
		0401.10.21.2	15 HP Pump Marina Levy	10/21/20	211.95	45886	11/09/20
		0419.10.21.2	Quincy Ave. N 2nd @ Marina	10/21/20	215.70	45886	11/09/20
		0427.10.21.2	Marina Lights	10/21/20	830.93	45886	11/09/20
		0435.10.21.2	1710 Quincy St.	10/21/20	238.20	45886	11/09/20
		0443.11.10.2	Marina Lights	11/10/20	195.09	45952	11/20/20
		0476.10.21.2	ABT 30322 Highway 730	10/21/20	24.87	45886	11/09/20
Total 1684:					32,831.36		
<b>1688</b>							
1688	Pacificorp (Joint Use)	CR201457	Annual Distribution Contract	10/21/20	423.20	45953	11/20/20
Total 1688:					423.20		
<b>1737</b>							
1737	Pet Rescue	194	Dog Impounds	11/04/20	415.00	45887	11/09/20
Total 1737:					415.00		
<b>1763</b>							
1763	Platt	0W61373	Supplies	10/28/20	6.69	45888	11/09/20
		0W77545	Supplies	11/04/20	13.38	45888	11/09/20
		0X56855	Street Light Maintenance	11/09/20	313.00	45955	11/20/20
		0X67321	Street Light Maintenance	11/10/20	66.48	45955	11/20/20
		0X70506	Street Light Maintenance	11/09/20	26.82	45955	11/20/20
		0X72543	Street Light Maintenance	11/10/20	134.10	45955	11/20/20
Total 1763:					560.47		
<b>1774</b>							
1774	Postmaster	MEDIAMAIL	Renew Permit #26-Media Mail	11/01/20	120.00	45889	11/09/20
		MEDIAMAIL	Renew Permit #26-Media Mail	11/01/20	120.00	45889	11/09/20
Total 1774:					240.00		
<b>1791</b>							
1791	PRO RENTAL & SALES, INC.	22-1270738	Cemetery Parking lot	10/08/20	468.64	45956	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		22-1272827	Mini Excavator Rental	10/14/20	226.50	45890	11/09/20
Total 1791:					695.14		
<b>1818</b>							
1818	Quill Corporation	11468659	Office Supplies	10/19/20	3.93	45891	11/09/20
		11468659	Office Supplies	10/19/20	.78	45891	11/09/20
		11468659	Office Supplies	10/19/20	1.57	45891	11/09/20
		11468659	Office Supplies	10/19/20	2.35	45891	11/09/20
		11468659	Office Supplies	10/19/20	2.35	45891	11/09/20
		11468659	Office Supplies	10/19/20	1.57	45891	11/09/20
		11468659	Office Supplies	10/19/20	.24	45891	11/09/20
		11469403	Office Supplies	11/19/20	164.37	45891	11/09/20
		11469403	Office Supplies	11/19/20	32.66	45891	11/09/20
		11469403	Office Supplies	11/19/20	65.86	45891	11/09/20
		11469403	Office Supplies	11/19/20	98.52	45891	11/09/20
		11469403	Office Supplies	11/19/20	98.52	45891	11/09/20
		11469403	Office Supplies	11/19/20	65.86	45891	11/09/20
		11469403	Office Supplies	11/19/20	9.62	45891	11/09/20
		11511514	Office Supplies	10/20/20	8.03	45891	11/09/20
		11511514	Office Supplies	10/20/20	1.60	45891	11/09/20
		11511514	Office Supplies	10/20/20	3.22	45891	11/09/20
		11511514	Office Supplies	10/20/20	4.82	45891	11/09/20
		11511514	Office Supplies	10/20/20	4.82	45891	11/09/20
		11511514	Office Supplies	10/20/20	3.22	45891	11/09/20
		11511514	Office Supplies	10/20/20	.46	45891	11/09/20
		11520312	Office Supplies	10/20/20	4.88	45891	11/09/20
		11520312	Office Supplies	10/20/20	.97	45891	11/09/20
		11520312	Office Supplies	10/20/20	1.95	45891	11/09/20
		11520312	Office Supplies	10/20/20	2.92	45891	11/09/20
		11520312	Office Supplies	10/20/20	2.92	45891	11/09/20
		11520312	Office Supplies	10/20/20	1.95	45891	11/09/20
		11520312	Office Supplies	10/20/20	.30	45891	11/09/20
		11520434	Office Supplies	11/19/20	9.18	45891	11/09/20
		11520434	Office Supplies	11/19/20	1.82	45891	11/09/20
		11520434	Office Supplies	11/19/20	3.68	45891	11/09/20
		11520434	Office Supplies	11/19/20	5.50	45891	11/09/20
		11520434	Office Supplies	11/19/20	5.50	45891	11/09/20
		11520434	Office Supplies	11/19/20	3.68	45891	11/09/20
		11520434	Office Supplies	11/19/20	.55	45891	11/09/20
		11986159	Office Supplies	11/05/20	46.50	45957	11/20/20
		11986159	Office Supplies	11/05/20	9.24	45957	11/20/20
		11986159	Office Supplies	11/05/20	18.63	45957	11/20/20
		11986159	Office Supplies	11/05/20	27.87	45957	11/20/20
		11986159	Office Supplies	11/05/20	27.87	45957	11/20/20
		11986159	Office Supplies	11/05/20	18.63	45957	11/20/20
		11986159	Office Supplies	11/05/20	2.71	45957	11/20/20
		11986159	toner for library printer	11/05/20	172.45	45957	11/20/20
		11986794	toner for library printer	11/05/20	171.54	45957	11/20/20
		11986890	Office Supplies	11/05/20	3.52	45957	11/20/20
		11986890	Office Supplies	11/05/20	.70	45957	11/20/20
		11986890	Office Supplies	11/05/20	1.41	45957	11/20/20
		11986890	Office Supplies	11/05/20	2.11	45957	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		11986890	Office Supplies	11/05/20	2.11	45957	11/20/20
		11986890	Office Supplies	11/05/20	1.41	45957	11/20/20
		11986890	Office Supplies	11/05/20	.22	45957	11/20/20
		12012290	Office Supplies	11/05/20	4.48	45957	11/20/20
		12012290	Office Supplies	11/05/20	.89	45957	11/20/20
		12012290	Office Supplies	11/05/20	1.79	45957	11/20/20
		12012290	Office Supplies	11/05/20	2.68	45957	11/20/20
		12012290	Office Supplies	11/05/20	2.68	45957	11/20/20
		12012290	Office Supplies	11/05/20	1.79	45957	11/20/20
		12012290	Office Supplies	11/05/20	.28	45957	11/20/20
	Total 1818:				1,141.68		
<b>1938</b>							
1938	Sanco Inc.	10621	Purefloc 22C9 Polymer	10/26/20	1,035.00	45892	11/09/20
	Total 1938:				1,035.00		
<b>1943</b>							
1943	Sanitary Disposal, Inc.	OCTOBER20	Refuse Collection	11/12/20	53,084.59	45958	11/20/20
		SEPTEMBE	Refuse Collection	11/01/20	69,235.39	45893	11/09/20
	Total 1943:				122,319.98		
<b>1944</b>							
1944	Sanitary Disposal, Transfer St	678422	Bio Solids	10/14/20	147.73	45894	11/09/20
		678435	Bio Solids	10/14/20	158.93	45894	11/09/20
		678492	Bio Solids	10/16/20	106.97	45894	11/09/20
		678500	Bio Solids	10/15/20	84.56	45894	11/09/20
	Total 1944:				498.19		
<b>2021</b>							
2021	Simplot Grower Solutions	757126020	Direx 4L	10/08/20	453.00	45895	11/09/20
	Total 2021:				453.00		
<b>2038</b>							
2038	SMARSH, INC.	INV0062257	Annual Archiving Fee	09/30/20	1,637.81	45911	11/09/20
	Total 2038:				1,637.81		
<b>2059</b>							
2059	Smitty's Ace Hardware	638720	Graffiti Removal	10/08/20	49.52	45896	11/09/20
		639214	Supplies	10/16/20	62.97	45896	11/09/20
		639493	Drill Bit	10/21/20	35.99	45896	11/09/20
		639528	Supplies	10/22/20	31.93	45896	11/09/20
		640116	clothing allowance	11/01/20	340.95	45896	11/09/20
		640438	Supplies	11/06/20	23.36	45959	11/20/20
		640940	Supplies	11/16/20	12.99	45959	11/20/20
	Total 2059:				557.71		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2076</b>							
2076	Specks Printing	8236	finance budget	11/09/20	1,156.25	45960	11/20/20
	Total 2076:				1,156.25		
<b>2145</b>							
2145	Tailored Solutions Corp.	20201106	Annual Software Maintenance	11/03/20	60.00	45962	11/20/20
	Total 2145:				60.00		
<b>2148</b>							
2148	Talos Engineering, Inc.	1616	PLC Program	10/16/20	1,081.00	45898	11/09/20
		1619	Troubleshooting NCCW Flow Totalizer	10/23/20	566.45	45898	11/09/20
	Total 2148:				1,647.45		
<b>2209</b>							
2209	TMG SERVICES	0045677-IN	WATER DEPARTMENT MAINTENANCE	09/15/20	2,680.82	45899	11/09/20
		0045678-IN	WATER DEPARTMENT MAINTENANCE	09/15/20	3,293.18	45899	11/09/20
	Total 2209:				5,974.00		
<b>2214</b>							
2214	Tom Denchel Ford Country	561443	Auto Repairs	10/01/20	143.02	45900	11/09/20
	Total 2214:				143.02		
<b>2264</b>							
2264	Umatilla Chamber of Commerce	QTR3-2020	Motel Tax payments 3RD QTR 2020	11/01/20	5,899.93	45902	11/09/20
		QTR3-2020	Motel Tax payments 3RD QTR 2020	11/01/20	5,250.00	45902	11/09/20
	Total 2264:				11,149.93		
<b>2273</b>							
2273	Umatilla County Finance Dept	OCT20ASSE	County Assessment	11/01/20	3,325.77	45904	11/09/20
	Total 2273:				3,325.77		
<b>2274</b>							
2274	Umatilla County Health Dept	PERMITTR0	Annual Validation Fee Marina	11/01/20	82.20	45905	11/09/20
	Total 2274:				82.20		
<b>2278</b>							
2278	Umatilla County Sheriff's Ofc	2020-11-060	911 Dispatch Services	11/06/20	25,970.00	45964	11/20/20
		2020-11-060	911 Dispatch Services	11/06/20	25,970.00	45964	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2278:					51,940.00		
<b>2281</b>							
2281	Umatilla Elect. Coop. Assoc.	21772	Line Extention-WWI	11/18/20	9,220.00	45965	11/20/20
		4907NOV202	Lights for Waterfall	11/01/20	36.23	45965	11/20/20
		6190NOV202	HP Sewer Pump	11/01/20	39.75	45965	11/20/20
		6190NOV202	Street Lights	11/01/20	70.00	45965	11/20/20
		7216NOV202	HP Sewer Pump	11/01/20	47.32	45965	11/20/20
		7216NOV202	Street Lights	11/01/20	65.11	45965	11/20/20
Total 2281:					9,478.41		
<b>2293</b>							
2293	Unifirst Corporation	1430280211	Bldg Maint/Supplies CH/Library	10/23/20	74.05	45907	11/09/20
		1430280211	Bldg Maint/Supplies CH/Library	10/23/20	114.71	45907	11/09/20
		1430280211	Bldg Maint/Supplies CH/Library	10/23/20	114.71	45907	11/09/20
		1430281790	Bldg Maint/Supplies CH/Library	11/13/20	49.13	45967	11/20/20
		1430281790	Bldg Maint/Supplies CH/Library	11/13/20	76.11	45967	11/20/20
		1430281790	Bldg Maint/Supplies CH/Library	11/13/20	76.10	45967	11/20/20
Total 2293:					504.81		
<b>2307</b>							
2307	UPS	84WV8	PD Postage	11/14/20	16.89	45968	11/20/20
		84WV8440	Postage for PD	11/01/20	1.02	45908	11/09/20
		84WV8450	PD Postage	11/07/20	19.26	45968	11/20/20
Total 2307:					37.17		
<b>2337</b>							
2337	Verizon Wireless	9865029934	Mobile Hotspots	11/07/20	182.24	45909	11/09/20
		9866172167	Police Cell Phones	11/02/20	1,145.53	45969	11/20/20
		9866172167	Public Works Phones	11/02/20	221.98	45969	11/20/20
		9866172167	Public Works Phones	11/02/20	221.98	45969	11/20/20
Total 2337:					1,771.73		
<b>2374</b>							
2374	Watch Guard Video	SRINV00207	HD Cable Replacement	11/11/20	137.00	45970	11/20/20
Total 2374:					137.00		
<b>2468</b>							
2468	Xylem Water Solutions USA, Inc	30384	Pump Repair Sewer Lift Station	10/19/20	18,262.00	45971	11/20/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2468:					18,262.00		
<b>2487</b>							
2487	Zita, Jan	11.17.2020	PPE @ Costco	11/17/20	149.70	45972	11/20/20
Total 2487:					149.70		
<b>2570</b>							
2570	NW Retirement Plan Consultant	16830	Plan Amendments	11/16/20	325.00	45948	11/20/20
Total 2570:					325.00		
<b>2612</b>							
2612	Hermiston Transportation	4005	Senior/Disabled Tax Ticket	11/01/20	255.00	45876	11/09/20
Total 2612:					255.00		
<b>2622</b>							
2622	Foutz, Jacob	11.03.2020	Reimbursement-Drone Certification	11/01/20	160.00	45866	11/09/20
Total 2622:					160.00		
<b>2645</b>							
2645	Sun Belt Rentals	102467054-0	for parks storm damage	06/20/20	1,191.65	Multiple	Multiple
Total 2645:					1,191.65		
<b>2647</b>							
2647	Pinnock, David Wayne	123	Park Concessionaire Services	11/17/20	6,500.00	45954	11/20/20
Total 2647:					6,500.00		
<b>2695</b>							
2695	Umpqua Research Company	M059323	Lab Testing-Drinking Water	10/06/20	330.00	45966	11/20/20
		M059329	Lab Tests	10/06/20	330.00	45966	11/20/20
		M059375	Lab Tests	10/09/20	390.00	45966	11/20/20
		T003045	Coliforms	09/29/20	30.00	45966	11/20/20
		T003046	Coliforms	09/29/20	240.00	45966	11/20/20
		T003151	Lab Testing-Coliforms	10/14/20	240.00	45906	11/09/20
		T003164	Lab Testing-Coliforms Marina	10/16/20	30.00	45906	11/09/20
		T003285	Coliforms	11/04/20	30.00	45966	11/20/20
		T003299	Coliforms	11/05/20	240.00	45966	11/20/20
Total 2695:					1,860.00		
<b>2723</b>							
2723	T Mobile	8369NOV202	Library hotspots	11/01/20	67.94	45897	11/09/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2723:					67.94		
<b>2751</b>							
2751	Carla McLane Consulting, LLC.	0172341	Consulting Services	11/01/20	55.00	45854	11/09/20
Total 2751:					55.00		
<b>2754</b>							
2754	GreenPlay LLC	7124	Consulting Master Park Plan	11/10/20	9,975.00	45932	11/20/20
Total 2754:					9,975.00		
<b>2777</b>							
2777	Law Offices of Peter D. Mohr	67	Legal Services	10/19/20	255.00	45881	11/09/20
		67	Legal Services	10/19/20	1,440.00	45881	11/09/20
		68	Legal Services	10/19/20	300.00	45881	11/09/20
		69	Legal Services	10/19/20	3,375.00	45881	11/09/20
		70	Legal Services	10/19/20	375.00	45881	11/09/20
		76	Legal Services	11/16/20	4,500.00	45943	11/20/20
		77	Legal Services	11/16/20	1,275.00	45943	11/20/20
Total 2777:					11,520.00		
<b>2880</b>							
2880	Cross Match Technologies, Inc.	1340200135	fingerprinting system	09/30/20	615.00	45926	11/20/20
		1340200174	fingerprinting system	10/29/20	1,000.00	45860	11/09/20
		1340200189	fingerprinting system	11/06/20	1,813.50	45926	11/20/20
		1340700026	fingerprinting system	11/06/20	1,000.00-	45926	11/20/20
Total 2880:					2,428.50		
<b>2898</b>							
2898	TestAmerica Laboratories, Inc.	7800001164	Laboratory Testing	10/29/20	3,757.50	45963	11/20/20
Total 2898:					3,757.50		
<b>2901</b>							
2901	Anateck Labs	2014955	WWTP Qrtly Metals Testing	11/16/20	503.00	45913	11/20/20
Total 2901:					503.00		
<b>2907</b>							
2907	Worldwide Facilities, LLC	102305	pollution tank liability renewal	10/30/20	1,953.15	45910	11/09/20
Total 2907:					1,953.15		
<b>2908</b>							
2908	Halligan, Leighton	202088HALL	Overpayment-202088	11/01/20	50.00	45873	11/09/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2908:					50.00		
<b>2909</b>							
2909	Hall, James	202138HALL	overpayment 202138 Hall	11/01/20	265.00	45872	11/09/20
Total 2909:					265.00		
<b>2910</b>							
2910	Gailey, David	202139GAIL	202139 GAILEY-PAID WRONG COURT	11/01/20	150.00	45867	11/09/20
Total 2910:					150.00		
<b>2911</b>							
2911	Burrowwood Associates INC	201830MEN	Overpayment-Abraham Mendivil 201830	11/01/20	215.00	45851	11/09/20
Total 2911:					215.00		
<b>2912</b>							
2912	U.S. Freight Lines Inc.	202039PICH	Overpayment Semen Pichugin 202039	11/01/20	215.00	45901	11/09/20
Total 2912:					215.00		
<b>2913</b>							
2913	Guardado Delira, Abel	202148GUA	Overpayment-Abel Guardado Delira 202148	11/01/20	160.00	45871	11/09/20
Total 2913:					160.00		
<b>2914</b>							
2914	Double H Cattle LLC	202129WRIG	Overpayment Jordan Wright 202129	11/01/20	215.00	45861	11/09/20
		202130	Overpayment Jordan Wright 202130	11/01/20	50.00	45861	11/09/20
Total 2914:					265.00		
<b>2915</b>							
2915	Britt, Benjamin F.	202193BRIT	Overpayment-Benjamin Britt 202193	11/01/20	50.00	45850	11/09/20
Total 2915:					50.00		
<b>2916</b>							
2916	Arias, Alex	202246ARIA	Paid to the wrong court-Alex Arias 202246	11/01/20	150.00	45848	11/09/20
Total 2916:					150.00		
<b>2919</b>							
2919	Effective Communications Inc.	29	Training-Social Media				



Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Liability Course	10/29/20	342.00	45864	11/09/20
Total 2919:					342.00		
<b>2920</b>							
2920	Umatilla Child Nutrition Program	156	Senior Meal Assistance	10/01/20	2,010.00	45903	11/09/20
		157	Senior Meal Assistance	11/01/20	2,640.00	45903	11/09/20
Total 2920:					4,650.00		
<b>2921</b>							
2921	Loyal Restoration	GRANT-DO	Downtown Revitalization Grant Program	11/01/20	6,459.38	45882	11/09/20
Total 2921:					6,459.38		
<b>2922</b>							
2922	City of Hermiston	8566	De-icer	11/09/20	465.00	45924	11/20/20
Total 2922:					465.00		
<b>2923</b>							
2923	Deere & Company	116986522	Broom for Parks	11/03/20	5,683.74	45928	11/20/20
		116986522	Mower for Marina	11/03/20	10,501.84	45928	11/20/20
Total 2923:					16,185.58		
<b>2924</b>							
2924	Blackstone Publishing	1185486	audio books	10/10/20	92.84	45915	11/20/20
		1185840	audio books	10/10/20	30.95	45915	11/20/20
		1188113	audio books	10/27/20	150.73	45915	11/20/20
Total 2924:					274.52		
<b>2925</b>							
2925	Bonbright, Heidi	12516THST	Utility Refund-1251 6th St.	11/09/20	8.96	45916	11/20/20
Total 2925:					8.96		
<b>2926</b>							
2926	Linn, Ronald	11.06.2020	Refund overpayment-moorage	11/06/20	120.00	45945	11/20/20
Total 2926:					120.00		
Grand Totals:					636,960.21		

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
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Report Criteria:  
Detail report type printed

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CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 26-2021 - Resolution of the City of Umatilla authorizing refunding of an interim loan from the Special Public Works Fund with the Oregon Infrastructure Authority	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b> 541-922-3226
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<b>Cost of Proposal:</b> \$667,378 <b>Amount Budgeted:</b> \$667,378	<b>Fund(s) Name and Number(s):</b> Water - 02
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 02/07/2019
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**Attachments to Agenda Packet Item:**

[Res 26-2021.doc](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 26-2021  In May 2019 the City entered into Interim Financing Agreement B19001 with a final principal amount of \$667,378 to fund the Sixth Street Waterline Improvement Project. The plan with the interim agreement has always been to refund with the issuance of Oregon Bond Bank Revenue Bonds. This resolution authorizes that refunding.
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<b>Consistent with Council Goals:</b> Goal 5 : Perform at the Highest Levels of Operational Excellence
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RESOLUTION NUMBER 26-2021

**RESOLUTION OF THE CITY OF UMATILLA  
AUTHORIZING REFUNDING OF AN INTERIM LOAN FROM THE SPECIAL PUBLIC WORKS FUND  
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

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

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

B. Pursuant to Oregon Revised Statutes [SPWF: 285B.410 through 285B.482] [WW: 285B.560 through 285B.599] (the “Act”), the City obtained a loan for interim financing (the “Interim Loan”) in the principal amount of \$667,378 from the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“the Department”) through the Special Public Works Fund for the financing of a “development project” within the meaning of the Act by entering into an Interim Financing Contract Project Number B19001 with the Department dated May 7, 2019.

C. The Interim Financing Contract contemplated the possibility of refunding the Interim Loan by including it in the issuance of Oregon Bond Bank Revenue Bonds (the “State Bonds”) and passing the interest rates on the State Bonds through to a new permanent financing loan. The proceeds of any such State Bonds have been pledged as collateral in Exhibit B to the Interim Financing Contract and will be applied to repay the outstanding balance of the Interim Loan as provided in Section 4 D.(1) of the Interim Financing Contract.

D. Under current market conditions, including the Loan in an issuance of State Bonds may produce debt service savings for the borrowers whose loans are funded by the State Bonds, including the City.

E. The City desires to refinance the Loan and participate in the Department’s refunding of the Loan by issuing State Bonds. Such participation will achieve debt service savings on the outstanding Loan by paying the Loan in full and replacing it with a permanent financing loan agreement.

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

1. Refunding Authorized; Delegation Authorized. The Governing Body authorizes the City Manager, or person designated by the City Manager to act on behalf of the City (the “Authorized Officer”), to enter into a permanent financing loan agreement (“Loan Agreement”) and Promissory Note, to be pledged as collateral for an issuance of State Bonds by executing such Loan Agreement and Promissory Note, and to enter into any agreements and to execute any other documents or certificates as may be required to refund the Loan to achieve debt service savings.

2. Security. Amounts due to the Department pursuant to the Loan Agreement and the Promissory Note shall continue to be secured by a pledge as provided in the Interim Financing Contract, including but not limited to the City’s pledge of its full faith and taxing power within the limitations of Article XI, Sections 11 and 11b, and as will be provided in Section 7 of the new Loan Agreement.

3. Tax-Exempt Status. The City covenants not to take any action or omit to take any action if the action or omission would cause interest paid by the City pursuant to the Loan Agreement not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Authorized Officer may enter into covenants on behalf of the City to protect the tax-exempt status of the interest paid by the City pursuant to the Loan Agreement, and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the Department or their bond counsel to protect the tax-exempt status of such interest.

4. Resolution Effective Date. This Resolution shall be in force and effect from and after passage by the Governing Body.

PASSED by the Council and SIGNED by the Mayor this 1<sup>st</sup> day of December, 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 27-2021 - A Resolution authorizing the City Manager to sign a Purchase and Sale Agreement with Big River Golf Course, LLC, an Oregon Limited Liability Company, for the purchase and procurement of the Big River Golf Course and to record all associated documents of real property of said purchase.	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$2.05 million	<b>Fund(s) Name and Number(s):</b> Capital Reserve - 05
<b>Amount Budgeted:</b> \$2.05 million	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 10/06/2020
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**Attachments to Agenda Packet Item:**

[Resolution 27.2021 Big River Golf Course Purchase.docx](#)

[Big River Golf-Umatilla P&SAgr-FINAL Draft-11.25.20.docx](#)

[Legal Description.pdf](#)

[Water Right Certificate 38484 for Golf Course.pdf](#)

[Golf Course Equipment Inventory List and Personal Property.xlsx](#)

**Summary Statement:**

Motion to approve Resolution No. 27-2021

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

**Consistent with Council Goals:**

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

**RESOLUTION NO. 27-2021**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AGREEMENT WITH BIG RIVER GOLF COURSE, LLC, AN OREGON LIMITED LIABILITY COMPANY, FOR THE PURCHASE AND PROCUREMENT OF THE BIG RIVER GOLF COURSE AND TO RECORD ALL ASSOCIATED DOCUMENTS OF REAL PROPERTY OF SAID PURCHASE.**

**WHEREAS**, the Umatilla City Council, at their October 6, 2020 meeting, authorized the City Manager to negotiate the purchase of real property; and

**WHEREAS**, said real property is identified as Tax Lot 400 on Assessor's Map 5N2814(TLID # 5N28140000400), more particularly described on the attached Exhibit A-1 and Exhibit A-2 of the attached Purchase and Sale Agreement and is more commonly known as Big River Golf Course; and

**WHEREAS**, the City Manager and Big River Golf Course, LLC have agreed to a purchase price of \$2,050,000 for said real property as described in the attached Purchase and Sale Agreement; and

**WHEREAS**, the City Council has adopted the 2019-2021 City Council Goals, of which, at least the following Goal Objective's will be met by this purchase:

Objective 1.4: Financially and otherwise support the creation of new city-sponsored recreation programs for people of all ages...

Objective 1.7: Research and determine the viability of the acquisition and eventual development of an all-new outdoor community festival and events facility with the capacity to host large events of at least 7,500 people. If possible, attempt to procure property with river front features.

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

**WHEREAS**, the City of Umatilla recognizes the tremendous asset Big River Golf Course is to the community and desires to keep the asset in public ownership, to continue to provide high quality golfing recreational services, and looks forward to the many unique benefits and opportunities for adding and enhancing services at the course; and

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

1. The City Manager is authorized to sign the Purchase and Sale Agreement and record all other documents necessary to finalize the purchase of real property identified as Tax Lot 400 on Assessors Map 5N2814 (TLID # 5N28140000400) more particularly described on the attached Exhibit A-1 and Exhibit A-2 of the Purchase and Sale Agreement and more commonly known as the Big River Golf Course.

**PASSED** by the City Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of December, 2020.

---

Mary Dedrick, Mayor

ATTEST:

---

Nanci Sandoval, City Recorder



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT FOR REAL AND PERSONAL PROPERTY (the "Agreement") is entered into this \_\_\_ day of December, 2020 (the "**Effective Date**"), by and between Big River Golf Course, LLC, an Oregon limited liability company ("**Seller**"), and the City of Umatilla, an Oregon municipal corporation ("**City**"). Seller and City are sometimes referred to herein individually as a "**Party**" and together as the "**Parties.**"

### RECITALS

A. Seller is the fee simple owner of real and personal property located within the city limits of Umatilla County, Oregon, which real property is more particularly described in the attached *Exhibit A-1* together with all appurtenances thereto (collectively, the "**Property**") including, but not limited to, that certain water right for irrigation of 101.1 acres of the Property as evidenced by Water Right Certificate No. 38484 (the "**Water Right**") as identified in the records of the Oregon Water Resources Department (the "**Department**"), a true and correct copy of which certificate and the associated Final Proof Survey map are attached as *Exhibit A-2*, and which personal property is more particularly described in the attached *Exhibit B* and consists of all equipment and other personal property relating to the existing operation and maintenance of the Property as a golf course (collectively the "**Equipment**").

B. The City wishes to purchase the Property, the Water Right, and the Equipment as more particularly described in this Agreement.

C. Seller desires and agrees to sell to City, and City agrees to purchase from Seller, the Property, the Water Right, and the Equipment on the terms and conditions described below.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. AGREEMENT TO PURCHASE AND SELL. City hereby agrees to purchase from Seller, and Seller hereby agrees to sell to City, the Property, the Water Right, and the Equipment subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE AND EARNEST MONEY DEPOSIT.

2.1. Purchase Price. The total purchase price for the Property, including the Water Right, shall be ONE MILLION NINE HUNDRED FIFTY THOUSAND AND No/100 DOLLARS (\$1,950,000.00) (the "**Property Purchase Price**") and the total purchase price for the Equipment shall be ONE HUNDRED THOUSAND AND N0/100 DOLLARS (\$100,000.00) (the "**Equipment Purchase Price**"), both of which will be paid at "**Closing**" (as defined in and pursuant to Section 6 of this Agreement).

2.2. Earnest Money Deposit. Within eight (8) business days of the Effective Date of this Agreement, City shall deposit with AmeriTitle Company, 650 North First Street, Suite E, Hermiston, OR 97838 (the “**Escrow Agent**”) as earnest money for the purchase of the Property the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the “**Earnest Money**”), all of which funds shall be held in a non-interest bearing account by AmeriTitle Company to be released and disbursed to Seller or returned to City in accordance with this Agreement.

2.3. Payment of Purchase Price. Except as otherwise provided herein, at Closing, the Earnest Money shall be credited to City as partial payment of the Property Purchase Price.

### 3. CITY DUE DILIGENCE PRIOR TO CLOSING.

3.1. Access. Seller grants to City and its agents the right to enter onto the Property at any reasonable times before the “**Closing Date**” (as defined below in Section 6 of this Agreement) in order to allow the City to obtain, at its own cost, an American Land Title Association (ALTA) / American Congress on Surveying and Mapping (ACSM) Land Title Survey of the Property (the “**Survey**”) from a surveyor designated by the City, confirming to the City’s satisfaction that there are no discrepancies in the boundaries of, total acreage of, or encroachments on the Property.

3.2. Preliminary Title Report. Within ten (10) days of the Effective Date, Seller shall, at City’s expense, furnish to City a preliminary title report covering the Property from a title insurance company authorized to transact business within the State of Oregon, that indicates the willingness of such title company to issue an owner’s title insurance policy at Closing in the amount of the Purchase Price, being One Million Nine Hundred Fifty Thousand and No/100 Dollars (\$1, 950,000.00). The title insurance policy issued at the Closing shall be free and clear of all exceptions except the standard printed exceptions, and any exceptions which are authorized to be included in the statutory warranty deed to be delivered at the Closing.

3.3. Water Facilities and Equipment. Seller grants to City and its agents the right to enter on the Property at any reasonable times before the Closing Date in order to allow the City to inspect and confirm (a) the extent, condition, and capacity of the diversion, conveyance and irrigation facilities related to the use of the Water Right (together the “**Water Facilities**”), and (b) the extent and condition of the Equipment.

3.4. Maintenance of the Property and Equipment. During the period from the Effective Date up and through to the completion of Closing, Seller shall maintain the Property, the Water Facilities, and the Equipment in substantially the same condition as of the Effective Date.

### 4. WATER RIGHT TRANSFER.

4.1. Change of Water Right. Seller understands that, following the completion of Closing, City will prepare and file with the Department a transfer application to: (i) change the point of diversion for the Water Right to add one or more new point(s) of diversion to be determined by City; and (ii) change the type of use of the Water Right from irrigation use to municipal use (the “**Transfer Application**”). The City shall exercise reasonable diligence in pursuing the Department’s approval of the Transfer Application, and shall be solely responsible for all costs and expenses incurred in the pursuit of entry of a non-appealable, final order approving the Transfer Application consisting of all costs and fees incurred by City related to the use of consultants, attorneys, and certified water rights examiners in furtherance of the Transfer Application, and all application fees assessed by the Department as a direct result of the Transfer Application.

4.2. Seller’s Obligations. Seller agrees to reasonably cooperate with and support City in the City’s preparation of, filing, and subsequent pursuit of obtaining approval of the Transfer Application. Such cooperation by Seller shall necessarily include, but not be limited to, the timely provision of all information related to ownership of, and the historic and current use of the Water Right, the willingness to sign documents as may be required by City and/or applicable law to support a favorable review of the Transfer Application, and to reasonably assist in seeking information related to the Water Right from third parties. In the event that Seller incurs any out-of-pocket costs or expenses in meeting its obligations to support approval of the Transfer Application, Seller will immediately notify City and provide the invoices confirming such costs or expenses for City’s review. Whether as required by law or pursuant to this Agreement, City shall be solely responsible for such costs and expenses, and will reimburse Seller within thirty (30) days of Seller presenting invoices of such costs and expenses to City. If City disputes a cost or expense it is not otherwise required by law to pay, and the Parties cannot within 30 days of City’s dispute either reach a resolution or agree to a process to reach a resolution, the Parties shall submit the dispute to binding arbitration.

## 5. GOLF COURSE OPERATIONS.

5.1. Member Prepaid Annual Fees. City agrees to honor all prepaid annual Big River Golf Club (“Club”) memberships, cart shed rentals, and annual trail fees for the remainder of the 2021 golf season (ending December 31, 2021).

5.2. Book Money. City recognizes that some Club members may have account credits (known as “Book Money”) from previous winnings, from prior course events associated with their membership, or customer accounts. City agrees to follow existing Club policy of allowing Club members to roll over a maximum of \$100 from the 2020 calendar year into the 2021 calendar year and any amounts above such maximum will be forfeited by the Club member. Seller and City acknowledge that, in the aggregate, total Book Money of all Club members will consist of approximately \$6,000 at Closing.

5.3. Seller Pro Shop. City recognizes that Seller operates a golf pro shop (the “Pro Shop”) located on separate property owned by Khehra Brother L.L.C., a Washington limited liability company, and for which location, use and operation of the Pro Shop, Seller pays

Khehra Brother L.L.C. One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month under an oral agreement.

6. CLOSING.

6.1. Time and Place.

6.1.1. The purchase of the Property, the Water Right, and the Equipment (the “Closing”) shall be closed at the office of AmeriTitle, 650 North First Street, Suite E, Hermiston, OR, 97838 (the “Title Company”).

6.1.2. The purchase of the Property, the Water Right, and the Equipment shall be closed on December 23, 2020 (the “Closing Date”).

6.2. Closing Deliveries. On or before the Closing Date, Seller and City will deposit the following documents and funds in escrow, and the Title Company will close escrow in accordance with the instructions of Seller and the City.

6.2.1. At Closing, Seller shall execute and deliver to City the following:

6.2.1.1. A statutory General Warranty Deed (the “Deed”) conveying all of Seller’s right, title and interest in and to the Property and the Water Right substantially in the form attached hereto as **Exhibit C**;

6.2.1.2. An Assignment conveying all of Seller’s right, title and interest in and to all records relating to the Water Right and/or the Water Facilities regardless of whether they are maintained in Seller’s possession or within the records of the Department substantially in the form attached hereto as **Exhibit D**;

6.2.1.3. An Assignment and Bill of Sale (“Bill of Sale”) conveying all of Seller’s right, title and interest in and to the Equipment substantially in the form attached hereto as **Exhibit E**;

6.2.1.4. An affidavit stating, under penalty of perjury, Seller’s U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

6.2.1.5. A certificate updating Seller’s representations and warranties set forth in Section 7 of this Agreement as if made on the Closing Date;

6.2.1.6. A duly executed Form 40-WE or similar form issued by the Oregon Department of Revenue in order to ensure compliance with ORS 314.258 (regarding withholding for nonresidents);

6.2.1.7. Other documents, instruments or agreements reasonably necessary to effectuate the transfer and sale of the Property, the Water Right, and the Equipment to City.

6.2.2. At Closing, City shall execute and deliver to Seller the following:

6.2.2.1. The funds required to complete purchase of the Property, the Water Right, and the Equipment pursuant to this Agreement.

6.2.2.2. Other documents, instruments or agreements reasonably necessary to effectuate the transfer and purchase of the Property, the Water Right, and the Equipment from Seller.

6.3. Closing Costs. City will pay (a) the entire escrow fee of the Title Company with respect to the Closing, (b) the premium for the title insurance policy that Seller is obligated to provide to City, (c) all conveyance or excise taxes payable by reason of the purchase and sale of the Property, and (d) the fee for recording the conveyance documents referred to herein.

6.4. Prorations. All items of expense incurred by Seller with respect to the Property will be paid by Seller at Closing, without proration. All real property taxes and assessments payable with respect to the tax year in which the Property Closing occurs will be prorated between Seller and City as of the Closing Date.

6.5. Title Insurance Policies. As soon as practicable after the Closing, and in any event no later than ten (10) days after the Closing Date, Owner will cause the Title Company to issue its standard form Owner's ALTA Title Insurance Policy, in the amount of the Property Purchase Price, insuring fee simple title to the Property is vested in the City, subject only to the permitted exceptions and the standard printed exceptions.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to City that the following are true as of the Effective Date:

7.1. Seller has no actual knowledge of any existing, pending, or threatened actions or claims (i) for cancellation, forfeiture or abandonment of all or any portion of the Water Right, or (ii) alleging title or other interest in or to all or any portion of the Water Right;

7.2. Seller has applied the entirety of the Water Right to beneficial according to its terms during each of the last thirteen (13) years ending December 31, 2020;

7.3. Seller has no actual knowledge of any existing, pending or threatened claims, suits, proceeding or investigations or actions against Seller which, if successful, would result in any legal or equitable lien upon all or any portion of the Property, the Water Right, or the Equipment, or would impose any condition or restriction upon the conveyance of the Property, the Water Right, or the Equipment, or the City's full intention to change and transfer the entirety of the Water Right to municipal use;

7.4. Seller has no actual knowledge of any conditions on any portion of the Property involving hazardous waste or other hazardous materials, the location and prior or current management of which presents potential or actual violations of applicable, federal, state or local law;

7.5. Seller has not granted any third party any right to, or interest in, the Property, the Water Right, and/or the Equipment other than a security interest that would be removed by Seller at Closing.

7.6. Seller has full power, right and authority to enter into and perform its obligations under this Agreement and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. Seller has received from its board of directors or other approval to consummate the transaction described in this Agreement on the terms and conditions set forth herein. The execution, delivery and performance of this Agreement by Seller have been duly and properly authorized by proper company action in accordance with applicable law and with the formation and operating documents of Seller.

7.7. Contracts and Leases. There are no lease agreements, maintenance contracts, service agreements, or other contracts or documents of any nature, oral or written, that pertain to, cover, or affect all or any portion of the Property and/or the Water Right.

7.8. Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in Section 7 of this Agreement shall be updated by Seller at the Closing in accordance with Section 6.2.1.5 of this Agreement, and shall survive the both closings and the delivery of the Property Deed and the Assignment and the Bill of Sale for a period of ninety (90) days.

## 8. PROVISIONS SURVIVING CLOSING.

8.1. City and Seller acknowledge that City is purchasing the Property subject to Seller's (i) representations and warranties expressly set forth in Section 7 of this Agreement, and (ii) the separate covenant to warrant and defend title to the Property by its execution of the Deed.

8.2. Seller acknowledges that City, upon the Effective Date, shall have an adequate opportunity to inspect and investigate the Property, the Water Facilities, and the Equipment to City's satisfaction pursuant Section 3 above, either independently or through agents of City's choosing, and that any such inspection or investigation does not relieve Seller of Seller's representations and warranties set forth in Section 7 of this Agreement.

8.3. The provisions set forth in this Section 8 shall survive Closing.

9. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No assignment of any right or interest or delegation of any duty, responsibility, or obligation under this Agreement will be made, in whole or in part, by one party without the prior written consent of the other, which consent shall not be unreasonably withheld.

10. TERMINATION. This Agreement may be terminated under the following circumstances:

10.1. Termination by City. If this transaction fails to close as a result of failure of any of City's conditions set forth in Section 6.2 of this Agreement, or if Seller defaults under this Agreement, then City shall be entitled: (i) to terminate this Agreement and receive a refund of the Earnest Money, whereupon such termination, this Agreement shall become null and void and be of no further force and effect except for those provisions hereof that expressly survive termination; and (ii) in the event of a default by Seller, to pursue all available remedies at law or in equity including, but not limited to, an action for the specific performance of this Agreement.

10.2. Termination by Seller. If this transaction fails to close as a result of City's defaults under this Agreement prior to Closing, then Seller shall be entitled to terminate this Agreement and receive the then existing Earnest Money as liquidated damages and not as a penalty, whereupon such termination, this Agreement shall become null and void and be of no further force and effect except for those provisions hereof that expressly survive termination. The Parties agree and acknowledge that: (i) Seller would suffer damages by reason of a failure of this transaction to close by reason of City's default; (ii) the exact amount of Seller's damages on account of City's default would be difficult to ascertain and to prove with certainty; (iii) the Earnest Money constitutes a fair and reasonable estimate of the actual damages Seller would suffer by reason of City's failure or default; and (iv) the Parties (and/or their representatives) have negotiated and attempted, in good faith, to estimate the amount of such damages and to compensate Seller therefor as set forth herein.

10.3. Effect of Termination. Upon a termination of this Agreement under Section 10.1 or Section 10.2 of this Agreement, in addition to Earnest Money allocation as established therein, all documents deposited in escrow will be returned to the Party who deposited them, and the defaulting Party will be required to pay any and all costs of terminating the escrow.

## 11. GENERAL PROVISIONS.

11.1. Notices. All notices hereunder to the respective Parties shall be in writing and be delivered (i) by personal delivery on the Party to whom notice is to be given (in which case such notice will be deemed to have been duly given on the date of such personal delivery), (ii) by UPS, Federal Express or other generally accepted overnight courier service to the respective Parties at the addresses given below (in which case such notice will be deemed to have been duly given on the day of confirmed receipt by the Party to whom notice is to be given), or (iii) by prepaid, registered or certified United States mail to the respective Parties at the following addresses (in which case such notice will be deemed to have been given effective three (3) days after the date such notice has been deposited in the U.S. Mail as registered or certified mail):

If to Buyer: City of Umatilla  
Attention: David Stockdale, City Manager  
PO Box 130  
Umatilla, OR 97882

With copy to (which shall not constitute notice):

Law Office of Peter D. Mohr  
3111 NE 44TH Ave.  
Portland OR 97213  
(503) 830-1412  
mohrwaterwest@gmail.com

If to Seller: Jeff Boedigheimer & Megan Olson  
Big River Golf Course, LLC  
709 Willamette St.  
Umatilla, OR 97882

Either Party may change its address for the giving of written notice to the other Party in the manner set forth in this Section 11.1.

11.2. Headings; Construction and Interpretation. The headings in this Agreement are for purposes of reference only and shall not expand, contract or otherwise limit or define the meanings of the terms hereof. Whenever this Agreement refers to a number of days, such number will refer to calendar days unless “business days” are expressly specified, in which case “business days” will mean all relevant calendar days other than and excluding Saturdays, Sundays, and legal holidays on which banks in the State of Oregon are not open for general business. If the time for performance of any of the terms, conditions, and provisions of this Agreement falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended automatically to the next business day thereafter. Words used in this Agreement, regardless of the number and gender specifically used, are intended to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Wherever the words “include,” “including,” or “includes” appear in this Agreement, such words shall be deemed to be followed in all instances by the words “without limitation.” Any reference in this Agreement to a specific provision of state or federal law shall be deemed to include all successor statutory provisions, and all administrative rules, regulations, and valid orders and interpretations of local, state, and federal governmental officials and agencies relating thereto. This Agreement has been negotiated with each Party having the opportunity to consult with legal counsel.

11.3. Controlling Law and Venue. This Agreement and any and all documents executed pursuant hereto will be construed and enforced in accordance with the laws of the State of Oregon, without regard to conflicts of law principles that would result in the application of the laws of any other jurisdiction, and in the event of any litigation arising out of this Agreement, the Parties hereto stipulate and agree that the venue of any such action shall lie in the Circuit Court of Umatilla County, Oregon.

11.4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original hereof and will together constitute one



and the same document. The Parties agree that delivery by email of a signed counterpart of this Agreement will be deemed the same as delivery of the original counterpart. Upon request of the other Party, a Party delivering by email a counterpart of this Agreement will provide to the requesting Party a signed original of this Agreement.

11.5. Attorney Fees and Costs. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, or of any document required hereby, or to enforce any right arising out of or in any way connected with this Agreement, or any document required hereby, the prevailing Party will be entitled to recover from the other Party such sum as the court may adjudge reasonable as attorney fees both at trial and on appeal of such suit or action, in addition to all other sums provided by law, including reasonable title insurance company charges or fees and reasonable and necessary expert witness fee. The Parties will each bear their own costs and attorneys fees for the negotiation and execution of this Agreement.

11.6. Entire Agreement. This Agreement (including its exhibits and attachments) contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

11.7. Amendments. Neither this Agreement nor any of the terms, conditions or representations contained herein may be modified, changed, amended or waived except by an appropriate writing executed by the Party against which the modification, change, amendment or waiver is sought.

11.8. Time is of the Essence. The Parties agree that time is of the essence with respect to this Agreement.

11.9. Authority. Each person executing this Agreement on behalf of Seller and City, respectively, warrants his or her authority to do so.

11.10. Statutory Disclaimer.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY

ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

11.11. Confidentiality. Seller and City, their agents, accountants, lawyers, and consultants will treat this Agreement and all information obtained or exchanged in connection with it as confidential and will not disclose the terms of this Agreement or any information relating to it to any person other than the entities engaged to assist in the consummation of this Agreement, such as the Title Company. Nothing contained herein operates to prevent or limit the right of Seller or the City to disclose the terms of this Agreement or any other information relating to it in conjunction with any litigation formally initiated with respect to this Agreement or the Property.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the respective Parties have executed this Agreement as of the Effective Date.

**SELLER**

BIG RIVER GOLF  
COURSE, LLC,  
an Oregon limited liability  
company

By: \_\_\_\_\_  
\_\_\_\_\_, Managing  
Member

**CITY**

CITY OF UMATILLA, an  
Oregon municipal corporation

By: \_\_\_\_\_  
David Stockdale, City Manager

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

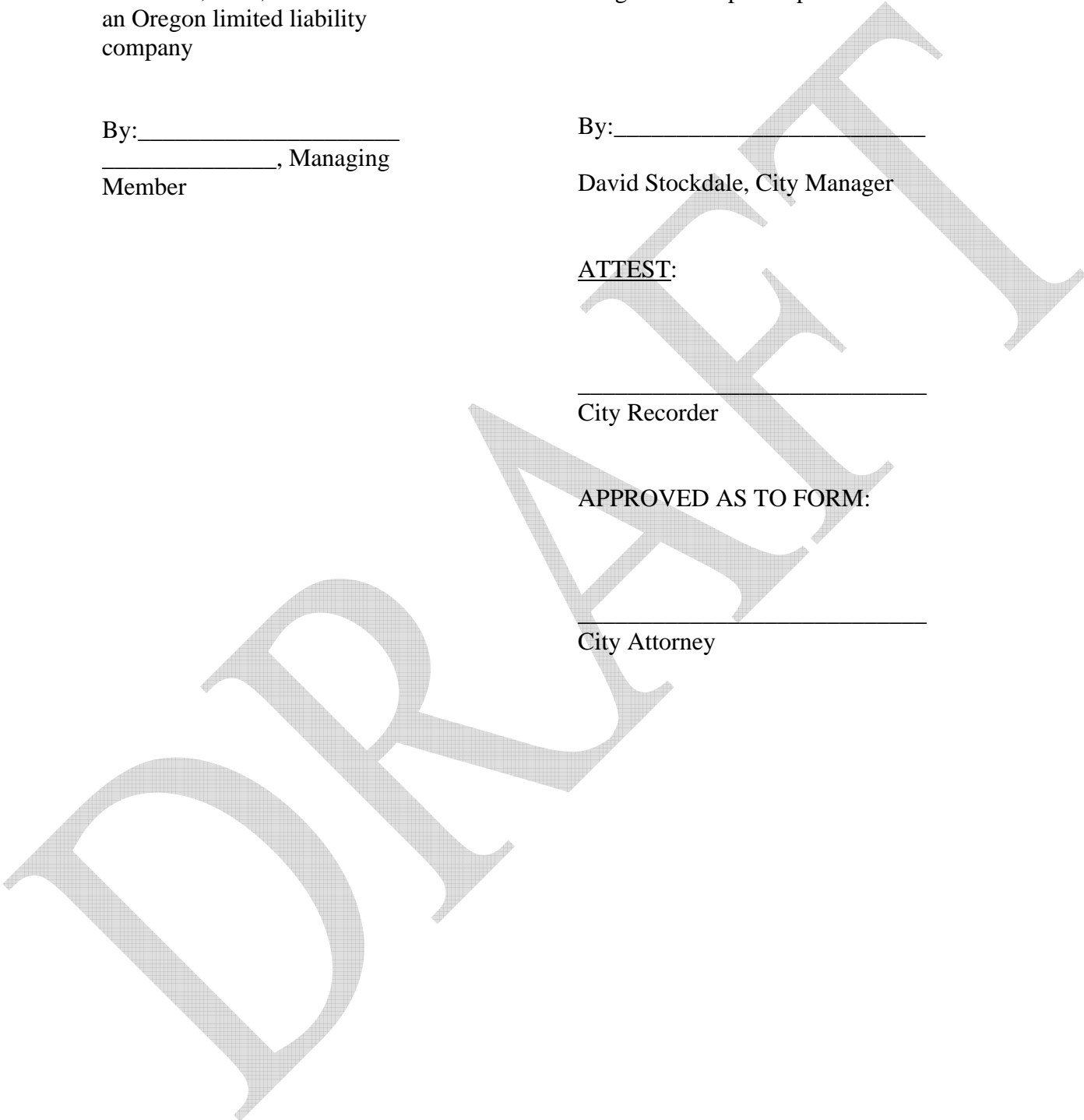


Exhibit A-1  
Purchase and Sale Agreement

Tax Lot 400, Assessor's Map 5N2814 (TLID#5N28140000400)

TRACT I:

A tract of land lying in Section 10, 11, 14 and 15, Township 5 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon, said tract being more particularly described as follows:

Beginning at a U.S. Army Corps of Engineers boundary marker, marked AA-17, AA-19, which marker is 381.66 feet, more or less, North  $0^{\circ}25'29.3''$  West of the Southeast corner of Section 10; thence South  $79^{\circ}26'48''$  West 894.7 feet, more or less, to the Easterly side of the Easterly curb of Willamette Avenue; thence along said Curb South  $10^{\circ}33'12''$  East 1155 feet, more or less, to the Northerly right of way line of John Day Street; thence North  $79^{\circ}26'48''$  East 1762.5 feet, more or less, along said Northerly right of way line and if extended Easterly to the Easterly right of way line of Cowlitz Avenue, if extended Northerly; thence South  $10^{\circ}33'12''$  East 1215 feet, more or less, along the Easterly right of way line of Cowlitz Avenue, and Northerly extension thereof, to the Northerly right of way line of Walla Walla Street; thence North  $79^{\circ}26'48''$  East 1100 feet, more or less, to a line lying parallel with and Easterly a distance of 100 feet, measured at right angles from the Westerly right of way boundary line of Wind Avenue; thence North  $10^{\circ}33'12''$  West along said parallel line a distance of 1657.51 feet, more or less, to a point of intersection with the North line of said Section 14, which point lies North  $88^{\circ}51'05''$  East a distance of 2062.57 feet, more or less, from the Northwest corner thereof; thence continuing North  $10^{\circ}33'12''$  West along said parallel line a distance of 712.49 feet, more or less, of the point of intersection with the Easterly extension of the Southerly line of the right of way of Kalama Street; thence South  $79^{\circ}26'48''$  West along said Southerly line 1267.8 feet, more or less, to the Corps of Engineers boundary marker marked AA-17, AA-19 to the point of beginning;

EXCEPTING THEREFROM that tract of land on what is located and commonly known as Columbia Inn, and being described as follows to wit:

Commencing at the Northwest corner of Section 14, Township 5 North, Range 28, East of the Willamette Meridian and running thence South  $54^{\circ}30'27''$  West a distance of 553.69 feet to the true point of beginning for this description; thence South  $09^{\circ}37'40''$  East a distance of 532.70 feet; thence South  $80^{\circ}22'20''$  West a distance of 305.00 feet to a point which lies 50.00 feet Easterly from, when measured at right angles to the centerline of Willamette Avenue in the City of Umatilla; thence North  $09^{\circ}37'40''$  West parallel to and 50.00 feet Easterly from said centerline of Willamette Avenue, a distance of 532.70 feet; thence North  $80^{\circ}22'20''$  East a distance of 305.00 feet to the point of beginning;

TRACT II:

Commencing at the Northwest corner of Section 14, Township 5 North, Range 28 and running thence South  $55^{\circ}56'30''$  West a distance of 580.87 feet to the true point of beginning for this description; thence South  $9^{\circ}37'40''$  East a distance of 532.70 feet; thence North  $80^{\circ}22'20''$  East of distance of 20 feet, more or less, to the northerly extended westerly right-of-way of Umatilla Street; thence North  $9^{\circ}37'40''$  West a distance of 532.70 feet; thence South  $80^{\circ}22'20''$  West a distance of 20 feet, more or less, to the point of beginning. All being East of Willamette Meridian, Umatilla County, Oregon.

STATE OF OREGON  
COUNTY OF UMATILLA  
**CERTIFICATE OF WATER RIGHT**

**This Is to Certify, That** McNARY GOLF CLUB, INCORPORATED

of McNary, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Columbia River

a tributary of Pacific Ocean for the purpose of irrigation of 101.1 acres

under Permit No. 32276 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 26, 1967 for 1.50 cubic feet per second August 3, 1967 for 0.30 cubic foot per second

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 1.80 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 10, T. 5 N., R. 28 E., W. M. Diversion point located: 1930 feet North and 320 feet West from SE Corner, Section 10.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-fortieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed  $4\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

6.2 acres SE $\frac{1}{4}$  SE $\frac{1}{4}$   
Section 10

15.4 acres SW $\frac{1}{4}$  SW $\frac{1}{4}$   
9.4 acres SE $\frac{1}{4}$  SW $\frac{1}{4}$   
Section 11

24.4 acres NE $\frac{1}{4}$  NW $\frac{1}{4}$   
24.0 acres NW $\frac{1}{4}$  NW $\frac{1}{4}$   
1.3 acres SW $\frac{1}{4}$  NW $\frac{1}{4}$   
8.4 acres SE $\frac{1}{4}$  NW $\frac{1}{4}$   
Section 14

12.0 acres NE $\frac{1}{4}$  NE $\frac{1}{4}$   
Section 15  
T. 5 N., R. 28 E., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this date. August 18, 1972

.....CHRIS L. GUNDELER.....

State Engineer

EXHIBIT B  
Equipment

Color	Year	Make	Model	Serial #
Gold	2011	Yamaha	Golf Cart	JW8-012892
Gold	2011	Yamaha	Golf Cart	JW8-012872
Gold	2011	Yamaha	Golf Cart	JW8-013491
Gold	2011	Yamaha	Golf Cart	JW8-013485
Gold	2011	Yamaha	Golf Cart	JW8-012874
Gold	2011	Yamaha	Golf Cart	JW8-012876
Gold	2011	Yamaha	Golf Cart	JW8-012744
Gold	2010	Yamaha	Golf Cart	JW8-007110
Gold	2011	Yamaha	Golf Cart	JW8-012874
Gold	2011	Yamaha	Golf Cart	JW8-012743
White #31	2011	Yamaha	Golf Cart	JW8-012368
White #32	2009	Yamaha	Golf Cart	JW1-215387
White #33	2011	Yamaha	Golf Cart	JW8-012309
White #34	2009	Yamaha	Golf Cart	JW1-215400
White #35	2011	Yamaha	Golf Cart	JW8-012097
White #36	2009	Yamaha	Golf Cart	JW1-215389
White #37	2011	Yamaha	Golf Cart	JW8-012092
White #38	2011	Yamaha	Golf Cart	JW8-012098
White #39	2009	Yamaha	Golf Cart	JW1-215393
White #40	2011	Yamaha	Golf Cart	JW8-012708
		John Deere	2500 Greens Mower	TC2500D01446
		John Deere	2500 Ecut Hybrid Mower	TC25EHD030017
		John Deere	1435 Rough Mower	1TC1472XHBT110697
		John Deere	3225B Fairway Mower	TC3225T010322
		Jacobson	LF3400 Fairway Mower	67868 2160
		Jacobson	LF3800 Fairway Mower	67866 00002723
		Jacobson	Overseeder	082548-3674
		Toro	Top Dresser	44501-40239
		Toro	Aerator	09120-200000496
		Ryans	Aerator	140869
		Cushman	Sprayer	1CUMH327XPL000179
			Rollers	VR070020
			Rollers	VR070020
			Rollers	VR070020
		New Holland	TN55 Tractor & Attachments	1267809
		Ford	1 ton dump w/lift	1FDJF3719HKA31939
		Brush Hog TDM	11 Ft Finish Mower	12-00374
		Bernhard	Dual Express 1000 Spin Grinder	10907
		Foley	365 Wheel Grinder	851
		Foley	365 Wheel Grinder	943
			Bed Knife Grinder	97200118
			3 Pt. PTO Leaf Blower	85040-2522
			PTO Leaf Collector	81720-2924

Color	Year	Make	Model	Serial #
			250 Gallon Gasoline Tank	
			250 Gallon Diesel Tank	AC8000
Brown	1988	Club Car	There are 3-5 of these carts	AG8844159934
White #5	1994	Club Car	working. Mostly for parts but	AG943701062
White #24	1998	Club Car	could get working if you	AG9828674301
White #15	1994	Club Car	wanted to purchase parts.	AG9437-401065
White #20	1994	Club Car		AG9437-401059
White #13	1996	Club Car		AG9640-523005
White #6	1994	Club Car		AG9437-401058
White #27	2001	Club Car		AG0148-096447
White #9	1994	Club Car		AG9434-396254
White #28	2001	Club Car		AG0148-096465
White #2	1994	Club Car		AG9434-396252
White #10	1994	Club Car		AG9437-401064
White #29	2001	Club Car		AG0148-196449
White #19	1994	Club Car		AG9437-401055
White #3	1994	Club Car		AG9437-401061
White #8	1994	Club Car		AG9437-401060
White #21	1998	Club Car		AG9828-674299
White #7	1994	Club Car		AG9437-401056
White #23	1998	Club Car		AG9828-674302
White #22	1998	Club Car		AG9828-674298
White #16	1994	Club Car		AG9437-401068
White #18	1994	Club Car		AG9437-401054
		Hyundai	Beverage Cart	No #
		Scotsman	Ice Maker	4081320013746
		Jacobson	Greens King 5 (works)	62287-0002401
		Jacobson	Greens King 5 (parts only)	62249-2014
		Jacobson	Greens King 5 (parts only)	62260-2356

Item Description

Rental club sets  
Rental pull carts  
3 double door drink coolers  
Freezer  
Coffee and snack stands  
Front desk Computer/cash drawer/monitor/scan gun/receipt printer  
Small wall mount TV  
3 lobby table and stool sets  
Display shelving and racks  
Metal filing cabinets  
Misc. janitorial materials  
Weed eater  
Chainsaw  
Misc landscaping tools (shovels/rakes) etc  
Shop shelving and workbenches  
Grass seed and fertilizer  
Misc cart and mower parts  
Cup cutters  
Air compressor  
Misc. Irrigation parts  
Oil & Paint



EXHIBIT B  
Personal Property

CITY OF UMATILLA, OREGON

**AGENDA BILL**

<b>Agenda Title:</b> Resolution No. 28-2021 A resolution of the City Council of the City of Umatilla, Oregon, authorizing the execution and delivery of a tax-exempt financing agreement, note and related agreements in a principal amount not to exceed \$1,700,000 to finance the acquisition of a local golf course, including equipment and associated water rights; designating authorized representatives and delegating authority; and related matters.	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$2.05 million, \$1.7 financed, \$350,000 from reserves <b>Amount Budgeted:</b> \$2.05 million	<b>Fund(s) Name and Number(s):</b> Capital Reserve - 05
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 10/06/2020, 12/1/2020
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**Attachments to Agenda Packet Item:**

[Resolution 28-2021 City of Umatilla FFC Financing 2020.doc](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 28-2021
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<b>Consistent with Council Goals:</b> Goal 2: Promote Economic Development and Job Growth.
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**RESOLUTION NO. 28-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, OREGON, AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-EXEMPT FINANCING AGREEMENT, NOTE AND RELATED AGREEMENTS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,700,000 TO FINANCE THE ACQUISITION OF A LOCAL GOLF COURSE, INCLUDING EQUIPMENT AND ASSOCIATED WATER RIGHTS; DESIGNATING AUTHORIZED REPRESENTATIVES AND DELEGATING AUTHORITY; AND RELATED MATTERS.**

**WHEREAS**, the City Council (the “City Council”) of the City of Umatilla, Oregon (the “City”), is authorized pursuant to the Constitution and laws of the State of Oregon, including, without limitation, Oregon Revised Statutes (“ORS”) section 271.390 and ORS chapter 287A (the “Act”), to enter into financing agreements, lease-purchase agreements or other contracts of purchase for any real or personal property that the City determines is needed and to provide for the issuance of financing obligations of the City under such financing agreements, lease-purchase agreements or other contracts of purchase; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to enter into a financing agreement for the purchase of real and personal property, as defined in ORS 271.390(1)(c) including, without limitation, the acquisition of a local golf course, including equipment and associated water rights, and to pay any related costs of issuance in connection with the portion of the Financing Agreement related to the such purchases including, without limitation, the funding of any required reserves and payment of costs in connection with obtaining a Credit Enhancement Device (a “Credit Enhancement Device” as defined in ORS 287A.001), if beneficial to the City (the “Project”); and

**WHEREAS**, it is in the best interests of the City to authorize the execution and delivery of a Tax-Exempt Financing Agreement (the “Financing Agreement”), one or more notes or other forms of obligation which will evidence the obligations of the City under the Financing Agreement (the “Note”) and/or other financing agreements or documents related thereto, including, without limitation, an escrow agreement, if required, a purchase agreement and other documents and agreements related to the issuance of certificates of participation pursuant to ORS 271.390(2)(d) with respect to the Financing Agreement (collectively, the “Financing Documents”), that provide the terms for the delivery of tax-exempt obligations payable under the Financing Agreement; and

**WHEREAS**, the Project helps accomplish City Council Goal 2.11: Improve the city’s economic vitality and competitiveness by investing in our utility infrastructure, transportation systems, and recreational opportunities; and

**WHEREAS**, the City intends to use the proceeds received under the Financing Agreement to finance the Project; and

**WHEREAS**, the City expects to incur capital expenditures in connection with costs related to the Project prior to the issuance of the Financing Agreement (the “Reimbursement Expenditures”); and

**WHEREAS**, the City reasonably expects that the proceeds of the Financing Agreement will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations (the “Treasury Regulations”) requires the City to declare its reasonable official intent to reimburse the Reimbursement Expenditures with proceeds of a subsequent borrowing; and

**WHEREAS**, the City adopts this Resolution to provide the terms under which the City may enter into the Financing Documents; to provide the terms of the execution and delivery of the Financing Agreement; to declare its intent to reimburse the Reimbursement Expenditures and to authorize certain officials of the City to execute and deliver the Financing Documents and to take other actions related thereto on the City’s behalf.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

**Section 1. Authorization of Financing Agreement, Note and Related Financing Documents.** The City hereby authorizes the execution and delivery of the Financing Agreement and the Note in a principal amount not to exceed \$1,700,000 and any related Financing Documents. The proceeds received by the City pursuant to the terms of the Financing Agreement shall be used to pay all or a portion of the costs of the Project. The remaining terms of the Financing Agreement, the Note and the various other Financing Documents shall be established as provided in Section 6 hereof.

**Section 2. Designation of Authorized Representative.** The City authorizes and directs each of the City Manager, the Finance and Administrative Services Director or their designee (each, an “Authorized Representative”) to act on behalf of the City and execute and deliver the Financing Agreement, the Note and the Financing Documents related to the execution and delivery of the Financing Agreement and Note and to negotiate and determine the terms and conditions of the Financing Agreement as set forth in this Resolution, including without limitation, those terms to be established as provided in Section 6 hereof.

**Section 3. Security.** The financing payments (the “Financing Payments”) under the Financing Agreement shall be secured by and payable from the City’s general non-restricted revenues and other funds that are lawfully available for that purpose, including, the proceeds of the Financing Agreement and revenues from an ad valorem tax authorized to be levied under the City’s permanent rate limit under sections 11 and 11b, Article XI of the Oregon Constitution, and revenues derived from other taxes, if any, levied by the City in accordance with and subject to limitations and restrictions imposed under applicable law or contract, that are not dedicated, restricted or obligated by law or contract to an inconsistent expenditure or use. The City pledges its full faith and credit and taxing powers to the repayment of the Financing Payments as contemplated by ORS 287A.315, or any successor statute. The purchaser of the Note will not have a lien or security interest on the Project financed with the proceeds of the Financing Agreement.

**Section 4. Optional Prepayment.** The Financing Agreement may be subject to optional prepayment prior to the stated principal payment dates as determined by the Authorized Representative pursuant to Section 6 hereof and as set forth in the Financing Agreement, the Note and the Financing Documents.

**Section 5. Maintenance of Tax-Exempt Status.** The City hereby covenants for the benefit of the purchaser of the Note to use the proceeds of the Note and the Project financed with proceeds of the Note pursuant to the Financing Agreement, in the manner required, and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the “Code”), that are required for the interest component of payments payable under the Financing Agreement to be excluded from gross income for federal income tax purposes, as provided in the Financing Agreement. The City makes the following specific covenants with the respect to the Code:

- (a) The City will not take any action or omit any action if it would cause either the Financing Agreement or the Note to become an arbitrage bond under Section 148 of the Code.
- (b) The City shall operate the Project financed with the Financing Agreement and the Note so that neither the Financing Agreement nor the Note becomes a “private activity bond” within the meaning of Section 142 of the Code.
- (c) The City shall comply with appropriate Code reporting requirements.
- (d) The City shall pay, when due, all rebates and penalties with respect to the Note which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for the Financing Agreement and the Note shall constitute contracts with the purchaser of the Note and shall be enforceable by such purchaser. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Financing Agreement and the Note.

**Section 6. Delegation for Establishment of the Terms of the Financing Agreement and Method of Sale of the Note.** Each Authorized Representative is hereby authorized and directed, on behalf of the City without further approval of the City Council to:

- a. establish the principal and interest payment dates, principal amounts, optional prepayment provisions, if any, interest rates, premiums and discounts, denominations and all other terms for the Financing Agreement and the Note;
- b. either solicit competitive bids for the Financing Agreement and the Note and choose the bidder the Authorized Representative determines offers the most favorable terms to the City, or select one or more underwriters or lenders and negotiate the sale of the Financing Agreement and the Note to such underwriters or lenders;
- c. negotiate the terms of, and execute and deliver the Financing Agreement, the Note and/or other Financing Documents, that set forth the final terms, covenants,

representations and agreements determined by the Authorized Representative to be necessary and appropriate and consistent with the intents and purposes set out in this Resolution;

d. approve the form of the Note;

e. approve, execute and deliver a tax certificate;

f. evaluate any proposals from providers of Credit Enhancement Devices for the Financing Agreement and the Note, obtain a Credit Enhancement Device for the Financing Agreement and the Note and execute and deliver agreements related to such Credit Enhancement Device and/or including representations, agreements and covenants in the Financing Agreement, the Note or the Financing Documents with respect to such Credit Enhancement Device;

g. enter into covenants regarding the use of the proceeds of the Financing Agreement and Note received by the City pursuant to the Financing Agreement and the use of the Project to maintain the tax-exempt status of the Financing Agreement and the Note; and

h. make any covenants necessary or desirable to obtain favorable financing terms for the Financing Agreement and to establish the security provisions and pledge of revenues with respect to the City's payment obligations under the Financing Agreement, the Note and the Financing Documents consistent with the provisions of Section 3 hereof;

i. approve of and authorize the distribution of preliminary and final official statements in connection with the actions contemplated by this Resolution, if applicable, and take such other action as may be necessary in connection with the issuance of publicly offered obligations or certificates of participation including taking such actions as necessary to qualify the obligations for the book-entry system through the Depository Trust Company;

j. obtain one or more ratings in connection with the Financing Agreement if determined by the Authorized Representative to be in the best interest of the City, and expend proceeds of the Financing Agreement to pay the costs of obtaining such rating;

k. approve, execute and deliver closing documents and certificates relating to the execution and delivery of the Financing Agreement, the Note and the Financing Documents;

l. approve, execute and deliver a Continuing Disclosure Certificate, if required, pursuant to SEC Rule 15c2-12, as amended; and

m. execute and deliver a certificate specifying the action taken pursuant to this Section 6, and any other certificates, documents or agreements that an Authorized Representative determines are desirable to deliver the Financing Agreement, the Note and the Financing Documents in accordance with this Resolution.

**Section 7. Defeasance.** The City may defease its obligations under the Financing Agreement pursuant to the terms of the Financing Agreement.

**Section 8. Appointment of Special Counsel.** The City hereby appoints Orrick, Herrington & Sutcliffe LLP of Portland, Oregon, as special counsel to the City with respect to the Financing Agreement, the Note and the Financing Documents.

**Section 9. Declaration of Intent to Reimburse.** For purposes of establishing compliance with the Treasury Regulations, the City hereby declares its official intent to reimburse itself with proceeds of the Financing Agreement for any of the Reimbursement Expenditures incurred by it prior to executing and delivering the Financing Agreement. This resolution does not bind the City to make any expenditure, incur any debt, or proceed with the Project.

**Section 10. Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the Financing Agreement and the Note by the purchaser, the provisions of this Resolution shall be part of the contract of the City with the purchaser and shall be deemed to be and shall constitute a contract between the City and the purchaser pursuant to ORS 287A.315 and ORS 287A.325, or any successor statute. The covenants, pledges, representations and warranties contained in this Resolution, or in the closing documents executed in connection with the Financing Agreement, the Note and the Financing Documents, including without limitation the City's covenants and pledges contained in Section 3 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection and security of the purchaser of the Note, all of which shall be of equal rank without preference, priority or distinction, except as expressly provided in or pursuant to this Resolution.

**Section 11. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption by the City Council.

ADOPTED ON THIS 1<sup>ST</sup> DAY OF DECEMBER, 2020.

**CITY OF UMATILLA, OREGON**

By: \_\_\_\_\_  
Mary Dedrick, Mayor

ATTEST:

By: \_\_\_\_\_  
Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 29-2021 - A resolution authorizing the City Manager to apply for a Special Public Works Funding package to include a loan and two emergency grants from Business Oregon's Infrastructure Finance Authority for funds to apply to the pedestrian bridge and waterline replacement projects.	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> \$6,481,075	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> N/A	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 08/18/2020
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**Attachments to Agenda Packet Item:**

[RES 29-2021.docx](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 29-2021  After FEMA covers 75% of the pedestrian bridge and waterline replacement costs, the City anticipates the remaining portion will be approximately \$1,450,000 for the pedestrian bridge and approximately \$175,000 for the waterline. The City is eligible for SPWF grants for up to \$500,000 on each project. We intend on applying for a \$175,000 grant for the full waterline amount and a \$500,000 grant plus \$950,000 loan for the pedestrian bridge.
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<b>Consistent with Council Goals:</b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.
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**RESOLUTION NO. 29-2021**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A SPECIAL PUBLIC WORKS FUNDING PACKAGE TO INCLUDE A LOAN AND TWO EMERGENCY GRANTS FROM BUSINESS OREGON'S INFRASTRUCTURE FINANCE AUTHORITY FOR FUNDS TO APPLY TO THE PEDESTRIAN BRIDGE AND WATERLINE REPLACEMENT PROJECTS**

**WHEREAS**, Business Oregon's Infrastructure Finance Authority is accepting applications for the Special Public Works Fund (SPWF) Program; and

**WHEREAS**, the SPWF provides funds for publicly-owned facilities that support economic and community development in Oregon; and

**WHEREAS**, the SPWF allows grants up to \$500,000 for each emergency project resulting from a federally declared disaster; and

**WHEREAS**, the City of Umatilla desires to obtain a grant and loan combination to fund the 25% required FEMA match on the pedestrian bridge and waterline projects; and

**WHEREAS**, if necessary, the City authorizes the remaining debt to be supported by transfers from the General Fund, specifically from enterprise zone/SIP proceeds; and

**WHEREAS**, the bridge and waterline are critical pieces of City infrastructure that need to be replaced to ensure Umatilla students and residents have a safe walking path across the Umatilla River and to provide adequate water supply and fire flow to the South Hill area of Umatilla.

**NOW, THEREFORE, BE IT RESOLVED:**

The Umatilla City Council hereby authorizes the City Manager to apply for a SPWF funding package to include a loan and two grants from IFA's Special Public Works Fund to apply to the pedestrian bridge and waterline replacement projects.

**PASSED** by the Umatilla City Council and **APPROVED** by the Mayor this 1<sup>st</sup> day of December, 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 31-2021 - A resolution authorizing the City Manager to sign and record a deed for the purchase of real property.	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b> 541-922-3226 ext. 103
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<b>Cost of Proposal:</b> \$145,000.00 <b>Amount Budgeted:</b> \$145,000.00	<b>Fund(s) Name and Number(s):</b> Capital Reserve - 05
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<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 9/1/2020
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**Attachments to Agenda Packet Item:**

[Resolution 31-2021.pdf](#)

[Resolution 31-2021 \(Exhibit A\).pdf](#)

[Ruth M Property.pdf](#)

**Summary Statement:**

Motion to approve Resolution No. 31-2021

City Council authorized the City Manger to negotiate the purchase of real property at their September 1, 2020, meeting. The City Manager and Frances R Mathews have agreed to a purchase price of \$145,000.00 for said property. This resolution would authorize the City Manager to sign and record a deed and other documents necessary to finalize the purchase real property identified as Tax Lot 400 on Assessors Map 5N2818 (TLID # 5N28180000400).

**Consistent with Council Goals:**

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

**RESOLUTION NO. 31-2021**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND RECORD A DEED FOR THE PURCHASE OF REAL PROPERTY**

**WHEREAS**, the Umatilla City Council at their September 1, 2020, meeting authorized the City Manager to negotiate the purchase of real property; and

**WHEREAS**, said real property is identified as Tax Lot 400 on Assessors Map 5N2818 (TLID # 5N28180000400), more particularly described on the attached Exhibit A; and

**WHEREAS**, the City Manager and Frances R Mathews have agreed to a purchase price of \$145,000.00 for said real property as contained in a Commercial Real Estate Purchase Agreement made on October 16, 2020.

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

1. The City Manager is authorized to sign and record a deed and other documents necessary to finalize the purchase real property identified as Tax Lot 400 on Assessors Map 5N2818 (TLID # 5N28180000400), more particularly described on the attached Exhibit A.

**PASSED** by the Council and **SIGNED** by the Mayor this 1<sup>st</sup> day of December, 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

TRACT I:

Beginning at a point at intersection of Southerly line of O. W. R. & N. Co.'s right of way and Northerly line of Columbia River Highway in Lot 2, Section 18, Township 5 North, Range 28, which point is marked by an iron pin set in the ground; thence 650 feet Easterly along Northerly line of said highway to the point of beginning of this description; thence Easterly along said Northerly right of way line of said highway, 230 feet; thence North to South line of O. W. R. & N. Co.'s railroad right of way; thence following said railroad right of way Westerly to a point North of the place of beginning; thence South to the point of beginning;

EXCEPTING THEREFROM that tract conveyed to State of Oregon, recorded in Book 191, Pages 435 and 491, and Book 262, Page 473, Deed Records.

SUBJECT to any and all water rights of way, roads & highways;

All being East of the Willamette Meridian, Umatilla County, Oregon.

TRACT II:

Beginning at a point at intersection of Southerly line of O. W. R. & N. Co.'s right of way and Northerly line of Columbia River Highway in Lot 2, Section 18, Township 5 North Range 28, which point is marked by an iron pin set in the ground; thence 880 feet Easterly along Northerly line of said highway to the point of beginning of this description; thence Easterly along said Northerly right of way line of said highway to a common boundary line described in Quit Claim Deed to Raymond Harner, et ux, recorded in Microfilm R-118, Page 1088, Deed Records; thence along said common boundary line North 2° 22' 27" West along a fence line 92.74 feet; thence South 86° 49' West 50 feet; thence North 0° 32' 05" West 135.35 feet to South line of O. W. R. & N. Co.'s railroad right of way; thence following said railroad right of way Westerly to a point North of the place of beginning; thence South to the place of beginning;

EXCEPTING THEREFROM that tract conveyed to State of Oregon, recorded in Book 191, Pages 435 and 491, and Book 262, Page 473, Deed Records.

SUBJECT to any and all water rights of way, roads & highways;

All being East of the Willamette Meridian, Umatilla County, Oregon.

EXHIBIT A






# CITY OF UMATILLA TAX LOT MAP

Feet

0 50 100 150 200



## Legend

 Subject Property

 Tax Lots (5/6/20)



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 6/30/2020

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Guzman Annexation

**Meeting Date:**

2020-12-01

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Jacob Foutz

**Phone Number:**

**Cost of Proposal:**

NA

**Fund(s) Name and Number(s):**

N/A

**Amount Budgeted:**

NA

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[Guzman Notice Map.pdf](#)

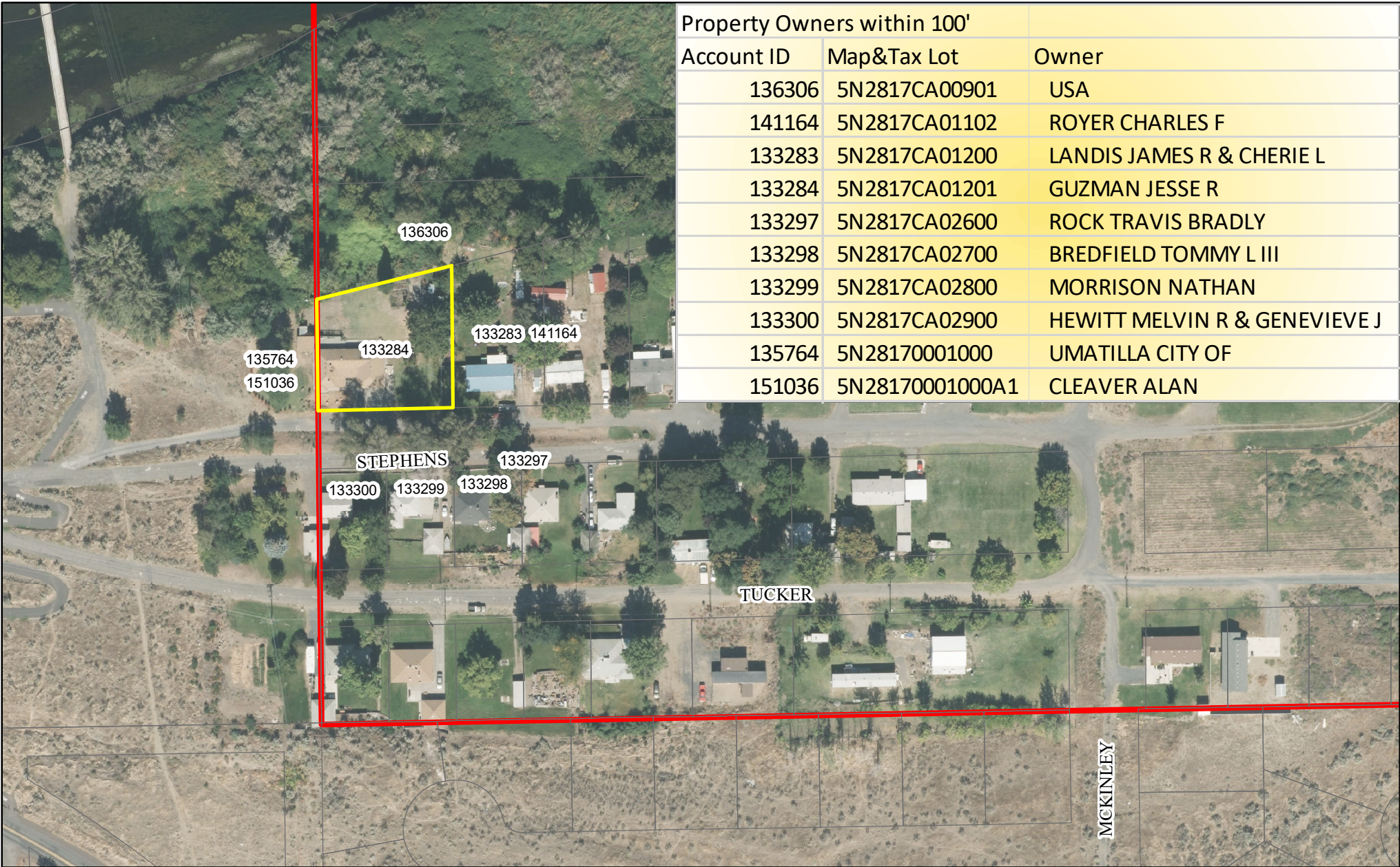
**Summary Statement:**

For discussion only

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.





Property Owners within 100'		
Account ID	Map&Tax Lot	Owner
136306	5N2817CA00901	USA
141164	5N2817CA01102	ROYER CHARLES F
133283	5N2817CA01200	LANDIS JAMES R & CHERIE L
133284	5N2817CA01201	GUZMAN JESSE R
133297	5N2817CA02600	ROCK TRAVIS BRADLY
133298	5N2817CA02700	BREDFIELD TOMMY L III
133299	5N2817CA02800	MORRISON NATHAN
133300	5N2817CA02900	HEWITT MELVIN R & GENEVIEVE J
135764	5N28170001000	UMATILLA CITY OF
151036	5N28170001000A1	CLEAVER ALAN

**GUZMAN ANNEXATION ANX-2-20**  
**TL 1201 on Assessors Map 5N2817CA**



- Legend**
- Subject Property
  - Tax Lots 8-26-20
  - City Limits



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 10/21/2020

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Mobile Food Vendors and other Mobile Vending	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Jacob Foutz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

<b>Summary Statement:</b> For discussion only.  Discuss results of extended pilot program for mobile food vendors and discuss expanding opportunities for other mobile vendors such as mobile barbering.
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<b>Consistent with Council Goals:</b> Goal 2: Promote Economic Development and Job Growth.
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CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Planning Commission Yearly Report	<b>Meeting Date:</b> 2020-12-01
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Jacob Foutz	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[Planning Commission Report 2020.pdf](#)

<b>Summary Statement:</b> Staff will provide and overview of the yearly Planning Commission report.
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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# PLANNING COMMISSION YEARLY REPORT

November 2019-October 2020



# REPORT

## November 2019 through October 2020

Number of Applications	Type of Application
3	Conditional Use
3	Subdivision
2	Replat
4	Plan Amendment
1	Variance
1	Appeal
0	Zone Change
1	Verification of Non-conforming Status
<b>15</b>	<b>Total</b>

## Summary

*The following is a brief summary of applications considered by the Planning Commission. The intent is to highlight some of the larger project underway or expected to start soon.*

### **Conditional Use**

- US Cellular- A new wireless communication facility (cell tower).
- Cascade Natural Gas- A natural gas line that will serve the City of Umatilla and surrounding areas.
- Dollar General- A 7,500 SF Dollar General retail store on approximately 0.66 acres located at the SE corner of Yerxa Avenue and State Highway 730 (6th Street).

### **Residential Development & Replats**

- Ambience Homes- A subdivision named Sunrise Estates that divided an existing parcel into 82-lots for residential development (Townhomes). Construction will start early/mid 2021.
- Columbia Basin Development- A subdivision named Vandelay Meadows that created 26- lots for residential development in the medium-density residential zone. Construction started October 2020.
- Fastrack Inc- A subdivision named Ballard that created 66-lots for residential development in the single-family residential zone. Construction will start early 2021.
- City of Umatilla- Replat of one industrial use lot into two. The replat resulted in two lots.
- Dollar General- Combining of five tax lots into one for a Dollar General storefront.

## **Legislative Changes**

- City of Umatilla Plan Amendment – A new residential zone, Power City Residential, that is intended for low density residential use. The proposed zone allows for livestock and other permitted animals on larger lots and establishes lot size and density standards for permitted animals within city limits. Approved for Recommendation by Planning Commission Jan 28, 2020. Going to Council early 2021.
- City of Umatilla Plan Amendment – Amendment of Chapter 9 of the City of Umatilla Comprehensive Plan. The text amendment will replace Chapter 9 (Economic Development) in its entirety. Johnson Economics recently completed an Economic Opportunities Analysis and Buildable Lands Inventory for the City of Umatilla. The text amendment will incorporate relevant portion of the Economic Opportunities Analysis, the City’s Destination Management Plan and Downtown Vision and Framework Plan. Approved for Recommendation by Planning Commission September 22, 2020. Going to Council early 2021.
- City of Umatilla Plan Amendment - A Urban Growth Boundary Expansion to include approximately 146.69 acres land. Approved for Recommendation by Planning Commission September 22, 2020. Going to Council early 2021.
- City of Umatilla Plan Amendment - A Comprehensive & Zoning Map change to convert 294 acres of Single Family Residential to Light Industrial. Approved for Recommendation by Planning Commission September 22, 2020. Going to Council early 2021.

## **Other Applications**

- US Cellular Variance - A variance to eliminate the landscape requirements found in 10-4D-7(C) (4) Landscaping, Lighting and Outdoor Storage. In addition, the applicant requested a variance to fence height. Allowing for a fence height total of 8 feet, 2 feet higher than allowed by Section 10-11-1(B). Planning Commission approved a variance to allow up to an eight-foot fence around the lease area for security reasons and chose to deny the request to eliminate landscaping requirements.
- Nobles Appeal - An appeal of the Planning Department’s decision approving the Proposed Development: To partition the property into three parcels for residential use as requested in partition application MnP-3-19. The property upon which the partition is located is identified as Tax lot 1300 on Assessors map 5N2821. The appeal was filed by Clyde Nobles, Betty Nobles, James Nobles, and Sandra Nobles. The appellants claim that the applicant has access to only 40 ft of Cooney Lane Extension and because of county road standards, the partition should be denied. Planning Commission denied the appeal request and upheld the Planning departments decision.
- Loyal Restoration Verification of non-conforming status – A application to obtain verification of non-conforming use to continue the use of a shop structure as residential. Planning Commission granted verification.

