

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
NOVEMBER 15, 2022
6:00 PM**

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY MANAGER REPORT**

- 4.a [Community Development Semi Annual Report](#) *Suggested Action: Report and discussion - to view online click [HERE](#).*

5. **PUBLIC COMMENT**

6. **NEW BUSINESS**

- 6.a [Letter of Financial Commitment to Umatilla Rural Fire Protection District](#) *Suggested Action: Motion to Approve Umatilla Rural Fire Protection District Letter of Financial Commitment.*

As the City continues to grow, the need for inspection services and fire/life/safety inspections and services also continues to grow. Recent changes in local Intergovernmental Agreements between agencies as resulted in little to no access of Fire Marshall/Inspector services to the residents of Umatilla and Fire District. RFPD is seeking grant funding to create the Fire Marshall/Inspector position and is in need of financial assistance to help meet grant match requirements. The majority of our new development requires fire/life/safety and other related inspections. The \$150,000 pledged for this grant would come from the City's Building Fund, which is to be used for the purpose of supporting building and development within the City, including staff support. This position at RFPD would qualify for use of these funds, has the potential to save the City equal to or greater than the amount pledged over the same period of time, and would provide local control and strengthen our partnership with RFPD.

- 6.b [Local Business Grant Application Review](#). *Suggested Action: Dauna Griggs has submitted a grant request from the Local Business Grant program for the construction of a new Drive-Thru Coffee stop in McNary, Phase 1. The new building will be located between Lewis and Willamette Street in the McNary region of Umatilla. The scope of work includes: purchasing land, building, permits and electrical work. The total project cost is \$56,400.00.*

The Community Development Department has reviewed the application and recommends awarding this grant at the maximum reimbursement of \$27,500.00.

- 6.c [Downtown Revitalization Grant Application Review](#). *Suggested Action: Maple Moose (Paulette Dufloth) submitted a grant request for reimbursement of exterior improvements*

for the building located at 1501 6th Street, Umatilla. The scope of work includes: reader board update, sidewalk, drive-thru bumpers, drive-thru sign and electrical for the new drive-thru sign. The total project cost is \$95,646.04.

Columbia Appliance (Emilio Alvarez) submitted a grant request for reimbursement for the building located at 1110 6th Street, Umatilla. The scope of work includes: extending the fence line to have more storage for his appliances. The total project cost is \$7,636.50.

Old Nick's (Charlotte Baxter) submitted a grant request for the reimbursement for the building located at 610 6th Street, Umatilla. The scope of work includes: parking lot improvement, crack seal, new asphalt, proper drainage, striping, and parking bumpers. The total project cost is \$22,000.00.

The Community Development Department has reviewed the applications and recommends a motion to approve and award each applicant according to the following: \$26,500.00 to Paulette Dufloth, \$5,727.38 to Emilio Alvarez and \$16,500.00 to Charlotte Baxter according to the terms/rules of the program.

- 6.d [Resolution 19-2023 - A resolution authorizing the City Manager to sign an amendment to the existing agreement with the State of Oregon Department of Environmental Quality for a Clean Water State Revolving Fund Loan, Agreement No. R93053](#) *Suggested Action: Motion to approve Resolution 19-2023*

7. **DISCUSSION ITEMS**

- 7.a [Trucks on Willamette Ave](#) *Suggested Action: Colo Logistics approached staff with a solution to their trucks getting stuck down by the dam.*
- 7.b [Cascade Natural Gas Corporation - Franchise Agreement](#) *Suggested Action: Cascade Natural Gas Corporation's existing franchise agreement is set to expire at the end of November and needs to be renewed. Staff is proposing to renew the existing franchise agreement with no changes.*
- 7.c [Employee Handbook Updates](#) *Suggested Action: Discussion only*

8. **RECESS TO EXECUTIVE SESSION**

9. **EXECUTIVE SESSION**

- 9.a [Executive Session - ORS 192.660 \(2\)\(e\)](#) authorizes the executive session to consider a real property transaction. *Suggested Action: n/a*

10. **RECONVENE**

11. **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.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Community Development Semi Annual Report	Meeting Date: 2022-11-15
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

[CDD Semi-Annual Report.pdf](#)

Summary Statement: Report and discussion - to view online click HERE .
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Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

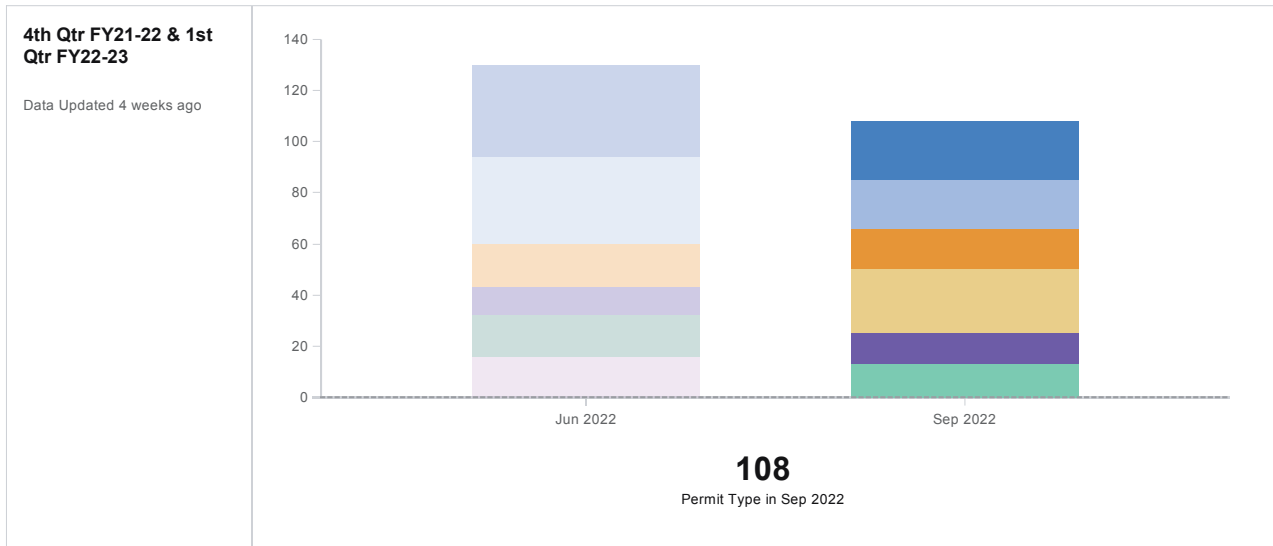
COMMUNITY DEVELOPMENT SEMI ANNUAL REPORT

4th Qtr FY 21-22, 1st Qtr FY 22-23
Quarter Ended September 30, 2022

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

Brandon Seitz
Community Development Director

Building Division



New Staff

John Hoffhines is our newest Building Inspector. He started his employment with the city on July 18, 2022. He has been involved in the construction industry since the 70's working as a Journeyman in both the Plumbing and Sheetmetal unions. With his diverse work experience and knowledge he is in a unique position to make sure codes are followed helping everyone be safe at home and work. He comes from a large family from the Midwest and currently lives in Kennewick with his wife and youngest child. They have usual cats and dogs that keep them busy. He enjoys sports, mostly college, but some professional, and appreciates when teams work together to accomplish their goals and aspirations.



Planning Division Applications		
Quarter FY 2021-2022 & 2022-2023		
Type of Application	4 th	1 st
Site Plan Review	0	2
Partition	3	3
Replat	1	0
Subdivision	0	0
Plan Amendments	0	1
Zoning Permit	3	5
Extension of time	0	0
Conditional Use	0	1
Zone Change	0	1
Property Line Adjustment	0	0
Street Vacation	1	1
Total	8	14

Planning Division

The planning department and Planning Commission continue to be very busy.

Ballard Subdivision



The Ballard Phase 1 (64-lots) is nearly built out and Phase 2 (60-lots) is now in progress

McClanahan Subdivision



Phases 1 & 2 are nearly completion of streets and utility improvements. The City received the first building application with construction to begin shortly.

Riverwood Estates



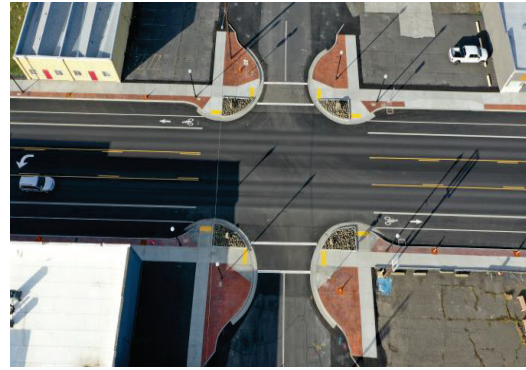
Riverwood Estates is now nearly built out with only a couple lots still vacant.

Master Sign & Wayfinding Plan



The City hired *Merje* to develop a Master Sign and Wayfinding Plan. The goal of the plan is intended to guide motorists, bicyclist and pedestrians along and through the streets, sidewalks and public spaces through the city. The Plan will be flexible to accommodate future changes. The design will be unique to Umatilla and reflect the brand, character and culture of the community. The Plan will be a phased approach, with signage directing people to historic downtown, parks etc. from various entry points.

Transportation System Plan



The city is in the process of updating our Transportation System Plan. The Transportation System Plan was developed to guide the management of existing transportation facilities as well as the development of future facilities. The Plan was adopted in 1999, and has expired. Transportation System Plans are designed to be 20-year plan to include and accommodate new growth.

Economic Development

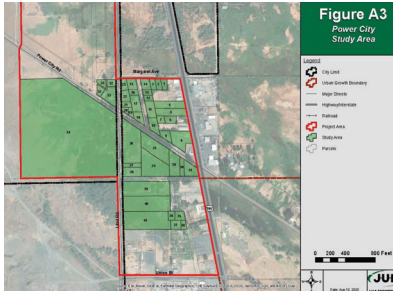
Project Path



The Cities of Hermiston, Umatilla, Stanfield and Echo are working in partnership with Umatilla County to establish a program and develop a site to implement Project Path (Practical Assistance through Transitional Housing). This project is intended to bring together various services available in the region to assist individuals and families facing homelessness with the objective to move them into and through transitional housing to permanent housing. A major component of Project PATH will include a facility on property owned by Umatilla County within the City of Umatilla to create a safe space for overnight or longer stays with supportive services available onsite. The site will have transit services available to it to encourage work during the transition from homelessness to having a home.

Status- Currently, Stepping Stones is hiring for staff to run Project PATH.

Power City/Brownell Water & Sewer Improvements



The city is in the process of designing and constructing an all-new City water services pipeline to the Power City area down Lind Road and behind the Port of Entry off Brownell Road. This is part of an overall utility project to construct the pipeline in 2023. Between both communities, a total of 49 new connections will be served by the system being designed. The communities of Brownell and Power City are made up of low income persons with substandard drinking water and aging water systems that are starting to fail. This project will be the first step toward bringing compliant drinking water to these communities, in some ways for the first time in over 30 years.

Status- City submitted application for construction to Business Oregon on September 30, 2022.

Business Center



The Umatilla Business Center and associated improvements will take up the greater part of a city block, with the exception of a warehouse on the southwest corner that will not be impacted by this project. The full Business Center including building, site and street improvements form a major component of the Umatilla Civic Center Master Plan. The project will include re-purposing an old Post Office, purchased by the city, and the construction of an addition to the Post Office. A two-story addition will be built immediately north of and adjoining the old Post Office forming an 11,500 sf mixed use facility fronting 6th Street. The city anticipates a total construction cost of \$7.8 million dollars. Staff has applied for funds to assist with this project from Economic Development Administration, State of Oregon and Umatilla County. City has also reserved ARPA funds for this project.

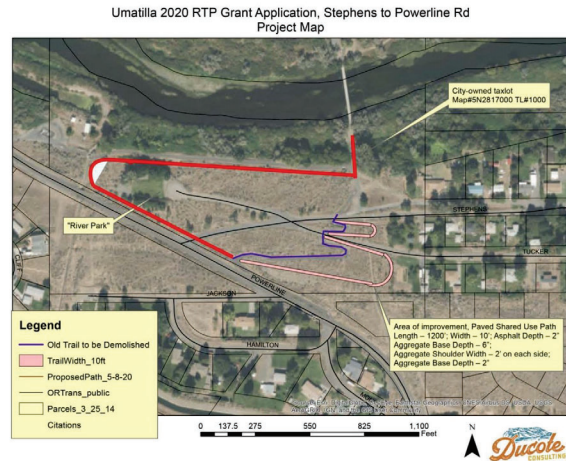
Status- Finalizing construction bidding documents and awaiting to hear from EDA regarding grant funds.

Recreational Planning and Grants

Regional Trail Plan

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

Status- Engineers are designing construction.



Land and Water Conservation Fund Grant

The Land and Water Conservation Fund (LWCF) is a Federally funded grant program administered by the Oregon Parks and Recreation Department. The city applied for fund for the development of Nugent Park. The project will replace existing playground and shelter equipment with new accessible equipment, a large group shelter, sidewalk and restriping and resurfacing of parking area accessible for people of all abilities. Department submitted grant in December 2021. The committees first review was set for February 2022. In February 2022, the Oregon Parks and Recreation Committee recommended the project for funding to the state. After the state reviews the project and if recommended for funding it will then be forwarded to the National Parks Service for approval. City anticipates to receive news regarding this project by late spring 2022.

Status- Completed Archeological Survey report, forwarded to OPRD.

Recreation Activities

Flashlight Easter Egg Hunt



Annual Flashlight Egg Hunt was a hit as usual. Approximately 200 people attended.

Arbor Day Celebration



The City of Umatilla has been recognized as a Tree City USA for the 4th year in a row! The City observed Arbor Day as a requirement for bringing awareness to the importance of trees. Staff and volunteers planted about 10 trees at Nugent Park.

Community Camp Out



As a new program, the Community Camp Out was a success. Approximately 10 families came and enjoyed free dinner and camping.

Mother's Day Brunch



This year was the first Annual Mother's Day brunch. The event celebrated mothers with a breakfast and apron painting.

Fishing Derby



The annual Fishing Derby was a success! Tillamook provided 20 volunteers to help with the event. ODFW stocked the pond with over 200 fish.

NFL Flag Football



The second season of Flag Football went well. Participants look forward to the program running again next year.

Umatilla Landing Days

After a hiatus due to COVID-19 restrictions, Umatilla Landing Days was another success in 2022. The two-day event featured a parade, 3x3 basketball tournament, craft vendors, kids activities, a salsa competition, fireworks,

community performances, and live music. The main act, Vixen, closed out the stage Saturday Night. Participation was strong throughout the event. The entire City of Umatilla staff was very involved in the planning and execution of the event. It was a herculean effort by all and an excellent example of teamwork.



COMMUNITY DEVELOPMENT DEPARTMENT SEMI-ANNUAL REPORT

www.umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Letter of Financial Commitment to Umatilla Rural Fire Protection District	Meeting Date: 2022-11-15
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Department: City Administration	Director: David Stockdale	Contact Person: Dave Stockdale	Phone Number:
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Cost of Proposal: \$150,000	Fund(s) Name and Number(s): Building - 09
Amount Budgeted: \$0	

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

[RFPD Support Letter.docx](#)

Summary Statement:

Motion to Approve Umatilla Rural Fire Protection District Letter of Financial Commitment.

As the City continues to grow, the need for inspection services and fire/life/safety inspections and services also continues to grow. Recent changes in local Intergovernmental Agreements between agencies as resulted in little to no access of Fire Marshall/Inspector services to the residents of Umatilla and Fire District. RFPD is seeking grant funding to create the Fire Marshall/Inspector position and is in need of financial assistance to help meet grant match requirements. The majority of our new development requires fire/life/safety and other related inspections. The \$150,000 pledged for this grant would come from the City's Building Fund, which is to be used for the purpose of supporting building and development within the City, including staff support. This position at RFPD would qualify for use of these funds, has the potential to save the City equal to or greater than the amount pledged over the same period of time, and would provide local control and strengthen our partnership with RFPD.

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.



CITY OF UMATILLA

700 6th Street or PO Box 130

Umatilla, OR 97882

City Hall (541) 922-3226

Fax (541) 922-5758

November 15, 2022

Re: Letter of Commitment of Financial Support for New Fire Marshall at Umatilla Rural Fire Protection District

Dear Grant Review Committee

The City of Umatilla enjoys a long-standing history of collaboration and partnership with the Umatilla Rural Fire Protection District (RFPD). The City is experiencing record growth, recognizing more than \$2.5 Billion in residential/commercial/industrial development in just the past five years; including the construction of approximately 300 new homes during that same period. We are not at all surprised to learn that RFPD's service calls have increased more than 35% since 2020.

Currently, the nearest available state Fire Marshall is located about an hour away and is not reliably available for our needs. As service calls have increased, calls for a Fire Marshall have also increased. Additionally, and from a City perspective perhaps more importantly, the need to have a Fire Marshall/Inspector in Umatilla is paramount to meet the need of our City's growth. The majority of our development requires fire/life/safety inspections and review from URFD. The absence of a Fire Marshall/Inspector has created significant concerns about our community's ability to provide critical services directly.

The City of Umatilla is proud to support RFPD in their efforts to add additional FTE, especially the addition of a Fire Marshall/Inspector. Should RFPD be successful in an award from this grant, the City of Umatilla will provide \$150,000 total over a five-year period to meet and exceed the match requirements of the grant. This contribution, in addition to the 10%/25%/50% match requirements, would also include funds to assist in covering appropriate administrative costs, fringe benefits, overtime, equipment/PPE costs, training, etc. during that same period and is hoped to be able to further fund the position into years 4 or 5 or beyond.

We hope that you will strongly consider their grant application and this financial commitment.

Sincerely,

Dave Stockdale

City Manager, City of Umatilla

david@umatilla-city.org

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Local Business Grant Application Review.	Meeting Date: 2022-11-15
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Department: Community Development	Director: Brandon Seitz	Contact Person: Esmeralda Perches	Phone Number:
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Cost of Proposal: 27,500.00	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: 275,000.00	

Reviewed by Finance Department: Yes	Previously Presented: n/a
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Attachments to Agenda Packet Item:

[McNary Java Junkies Phase 1_Redacted.pdf](#)

Summary Statement:

Dauna Griggs has submitted a grant request from the Local Business Grant program for the construction of a new Drive-Thru Coffee stop in McNary, Phase 1. The new building will be located between Lewis and Willamette Street in the McNary region of Umatilla. The scope of work includes: purchasing land, building, permits and electrical work. The total project cost is \$56,400.00.

The Community Development Department has reviewed the application and recommends awarding this grant at the maximum reimbursement of \$27,500.00.

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.



City of Umatilla

LOCAL BUSINESS GRANT



PROGRAM DETAILS

- Target projects are those that will add considerable new assessed value
- Maximum grant: \$27,500 // Minimum Project Cost: \$5,000
 - Additional application/projects per property may be considered, but in a competitive scenario, preferences will be given to properties that have not already received grant funding in the same fiscal year.
- Local Business Grant reimburses up to 75% of the eligible project costs.
- Grant awards are recommended by the Community Development Department and are awarded by the City Council, at their sole discretion. Funds will be provided on a reimbursement basis.
- Grant applications are accepted year-round and are recommended for award to City Council quarterly on the first Tuesday of March/June/Sept/Dec. Applications received after the 15th of Feb/May/Aug/Nov, will be considered in the next quarter. Notice of Recommendation of Award will be provided at least one week prior to going before City Council.
- Approved projects must be completed within one year of formal approval, unless otherwise agreed to in writing.

PROPERTY/APPLICANT ELIGIBILITY

Grants may be awarded to a property owner or business tenant provided there is a signed lease agreement or letter of intent to lease in place between owner and tenant, which must be submitted together with the application, with a duration of at least one year. Additionally, the following criteria must be met:

- Property must be located inside in City limits
- All for-profit and nonprofit organizations are eligible to apply.
 - Priority funding given to for-profit organizations.
 - Priority funding is also given to local and regional businesses over national chains/franchises.

ELIGIBLE PROJECTS

- Acquisition of real property as determined by County Assessor's Real Market Value or bona fide appraisal completed within the previous 12 months. Application must be accompanied by a viable development plan and timeline.
- Design Services (site planning, architectural, etc.)
- Site Prep {environmental, cultural, demolition/excavation/grading, etc.}
- System Development Charge Reduction or Waiver
- Interior Improvements (paint, flooring, fixtures, walls/ceilings,) (*does not include energy improvements*).
- Commercial Equipment (refrigeration, kitchen equipment, office furniture, etc.)
- Façade Improvements (street facing elevations)
- Other improvements as approved by staff/Council as aligned with program goals

PROCESS

1. A pre-application consultation with the Community Development Department (CDD) is recommended, but not required.
2. Identify scope of work and obtain bids as needed.
3. CDD requires at least one bid at the time of application. CDD reserves the right to require additional competitive bids prior to the commencement of any approved work.
4. Complete and return Application with supporting documents.
5. Council determines grant award. If approved, CDD will issue a Notice of Award, which may include funding conditions, with a defined award amount.
6. Obtain additional bids, regulatory approvals, and permits as needed.
7. Contract for approved scope of work.
 - Applicants may complete some onsite work themselves, with CDD approval. However, components of projects requiring building permits must be completed by a licensed and insured contractor. Labor performed by applicant will be considered in-kind match toward the total project cost according to the Federal Independent Sector Volunteer Rate (currently \$28.54/hour).
8. Complete final inspection and close permits. Completed work is reviewed by CDD, as necessary.
9. Funds are disbursed to applicant on a reimbursement basis after all funding conditions have been met and paid invoices are submitted and reviewed by CDD.
 - CDD will hold 10% of all project awarded funds until project completion.
 - No more than 3 reimbursement requests per project.

GOALS

Projects should accomplish one or more of the goals listed below. Projects that do not have a clear or direct connection of these goals may be funded at a lower level or not at all.

- Grow taxable/assessed values, especially through new development projects {not required}
- Add pedestrian oriented amenities
- Visually enhance the building and business district
- Convert/create upper-level resident space for occupancy
- Fill commercial space vacancies
- Attract/accommodate new businesses that encourage walkability connections between businesses, especially retail and businesses open after 5:00pm
- Create jobs
- Enhancement or Preservation of existing architectural features

LOCAL BUSINESS GRANT APPLICATION

Date Received: _____



BUILDING/BUSINESS NAME: McNary Java Junkies

ADDRESS: Corner of Lewis & Willamette McNary

Please include the following items to complete your application:

- Application with Owner Authorization {if the Applicant is not the property owner}
- Lease Agreement or Letter of Intent to Lease between property owner and tenant
- 'Before' photographs of the property
- Any architectural drawings, plans, elevations, or sketches related to this project {for construction projects}
- Proof of funds needed to complete proposed project
- Applicants W-9

APPLICANT INFORMATION

Name:	<u>Java Junkies</u>	Property Address:	<u>Lewis & Willamette McNary</u>
Mailing Address:	<u>Po Box 1012 Umatilla, OR 97882</u>		
Phone:	<u>[REDACTED]</u>	Email:	<u>[REDACTED]</u>

PROPERTY OWNER INFORMATION (If different from Applicant)

Name:		Property Address:	
Mailing Address:			
Phone:		Email:	

BUSINESS INFORMATION

Describe the business that occupies or will occupy the improved space. Please include hours of operation and the anticipated hours with the most customers/traffic:

Drive-Thru and walk-up Coffee Shop.
mon-Friday 11am - 4pm
Saturday . 7am - 4pm
Sunday - Closed.

Will serve Specialty Coffee and mixed drinks. Also
Quick bite eats, such as muffins, Bagels & Cookies

ABOUT THE PROPOSED PROJECT

Describe the proposed project:

Building A coffee Shop with Drive-Thru and walkup. Anticipated start Date of Phase 1 is November 20th 2022.
This is phase 1 of 2
phase 2 is projected to start Feb 20th

How does your proposed project help the City accomplish its goals and objectives?

It helps to provide businesses to menary.. also to provide a quick and easy coffee stop. This is an expansion to Umatilla Java Junkie's. Due to our small Drive-Thru not being able to accommodate the customer flow.

Number of New Jobs Created: 5-10

What other relevant information would you like to share regarding your project and why it should be funded?

We are expanding to help provide a quicker coffee stop. Also this expansion will be a franchise, so another Umatilla Graduate will become a business owner. These funds will help us to finish our project with lower financial help.

PUBLIC INFORMATION NOTICE

All information submitted by Applicants shall be public records and subject to disclosure pursuant to the Oregon Public Records Act {ORS 192.410 et seq.}, except such portions for which Applicant requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the Applicant claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it "CONFIDENTIAL," and provide separate notice in writing of the status of this material to the official contact.

OWNER AUTHORIZATION (Only required if Applicant is not the property owner)

I, Dauna Griggs, am the owner of the property located at Lewis & Willamette Meray in Umatilla, Oregon. I hereby give authorization for Java Junkies Meray, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences.

Name of Owner: Dauna Griggs

Signature of Owner: [Signature] // Date: 10/31/2022

STATEMENT OF UNDERSTANDING AND CERTIFICATION BY APPLICANT

I, _____, {The Applicant} certify that I am authorized to sign on behalf of the Applicant entity. I understand that the City Council must approve the proposed project, with Notice of Award issued in writing, in order to be eligible for reimbursement. Certain changes or modifications may be required by CDD prior to final approval. A Notice of Award will not be issued before the CDD has received the necessary bids for the approved work. Any work started before the Notice of Award is issued may not be eligible for reimbursement. Furthermore, changes to the scope of work must be approved by CDD prior to initiating the work in order for that work to be eligible for reimbursement.

If approved, the applicant hereby authorizes the CDD, and those acting within the City's authority, to use before and after photographed images of this project, both in print and online.

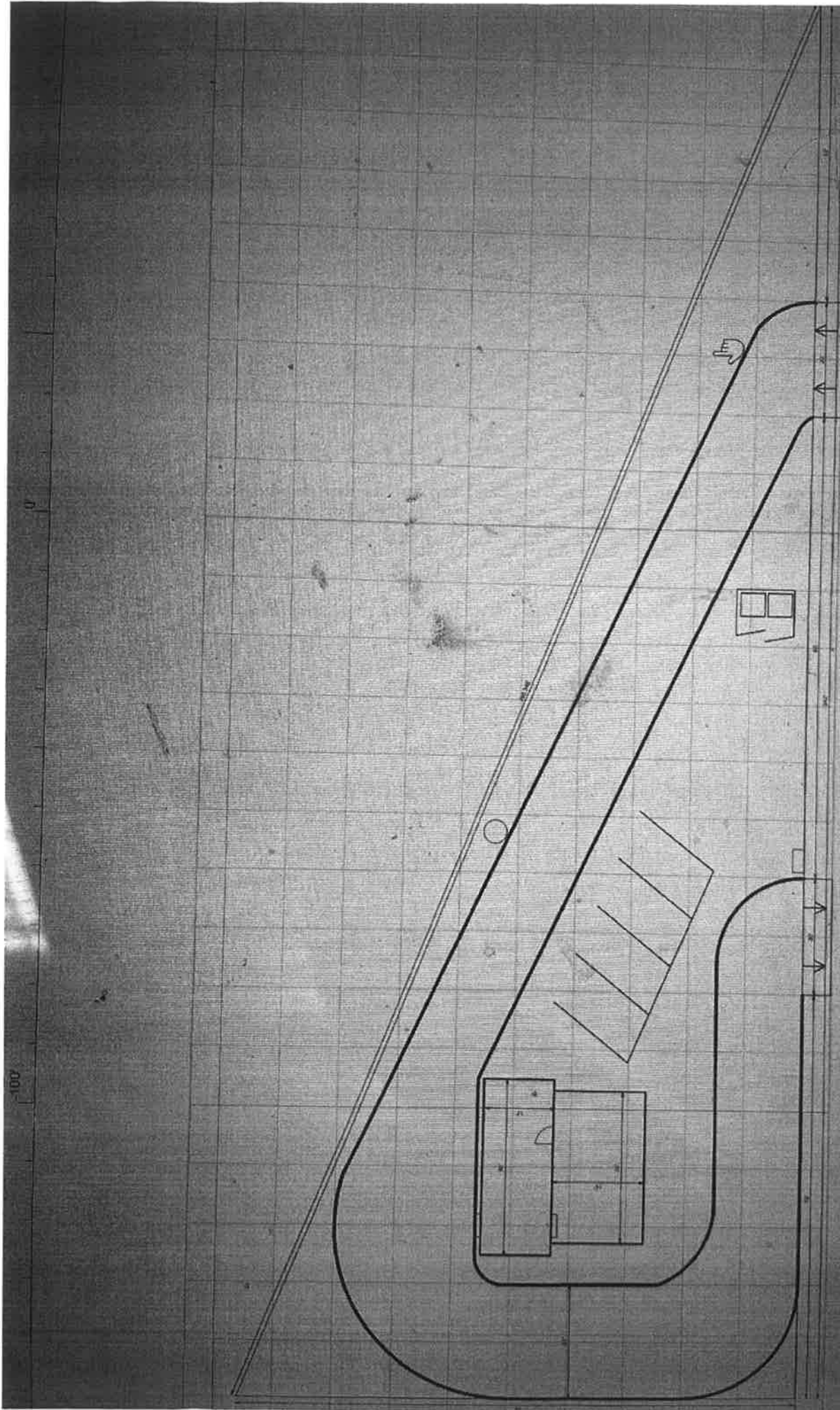
The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant's knowledge. Verification of any of the information contained in this application may be obtained by staff.

Projects including funds for acquisition of real property must maintain ownership of said property for a term of five years from the Notice of Award. If transfer or sale of property occurs within five years applicant shall repay in full all funds used for acquisition of property to the City.

Name of Applicant: _____

Signature of Applicant: _____ // Date: _____







A Touchstone Energy® Cooperative 

August 5, 2022

Umatilla Java Junkies, LLC
PO Box 612
Umatilla, Oregon 97882

Dear Dauna and Victoria,

I am pleased to inform you that Umatilla Electric Cooperative Revolving Loan Fund (hereinafter referred to as "UEC") has given approval of your \$99,915.00 loan request. This loan will be made to Umatilla Java Junkies, LLC (hereinafter referred to as the "Borrower"). The following states the terms, covenants, and conditions of the loan:

Borrowers:	Umatilla Java Junkies, LLC
Guarantors:	Dauna J. Griggs and Victoria L. Borden
Amount:	\$99,915.00
Loan Purpose:	Purchasing and upgrading land and building a replacement structure for a drive-thru coffee shop.
Rate:	3.25% fixed.
Term:	10 years or 120 months.

MCNARY JAVA JUNKIES BUDGET	
LAND COST	15000
EXCAVATION COST	8000
ASPHALT	27000
KNOCK BOX	60
PANINI PRESS	300
MINI FRIDGE	1000
ESPRESSO MACHINE	6000
BLENDERS	2400
STAND UP FRIDGE	3500
ICE MACHINE	5000
PERMITS	7000
Building 12x30/ LABOR COST/ CONCRETE	29400
ELECTRICAL	5000
PLUMBING	5000
INSULATION	1500
HAND WASH/BLENDER SINK	300
FAUCET	200
BATHROOM SINK/VANITY	250
TOILET	150
COUNTERTOPS	1500
CABINETS	1500
NAILS	200
SCREWS	200
LIGHTS	500
DIPPERWELL	125
FLOORING	1000
VENTS	100
MOP SINK	400
PAINT	1000
WATER PROOF PANELING	200
BLENDER WASHER	200
HOT WATER HEATER	500
WINDOWS	1200
FLOOR SINK	680
EXHAUST FAN	50
MINI SPLIT	2500
TOTAL PROJECT COST	128915

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Umatilla Java Junkies LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. Po Box 612	Requester's name and address (optional)
6 City, state, and ZIP code Umatilla Oregon 97882	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												
or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/31/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Downtown Revitalization Grant Application Review.	Meeting Date: 2022-11-15
---	------------------------------------

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

Cost of Proposal: 48,727.38	Fund(s) Name and Number(s): Capital Reserve - 05
Amount Budgeted: 180,000.00	

Reviewed by Finance Department: Yes	Previously Presented: n/a
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Attachments to Agenda Packet Item:

[Maple Moose_Application](#)

[Columbia Appliance_Redacted.pdf](#)

[Old Nick's_Redacted.pdf](#)

Summary Statement:

Maple Moose (Paulette Dufloth) submitted a grant request for reimbursement of exterior improvements for the building located at 1501 6th Street, Umatilla. The scope of work includes: reader board update, sidewalk, drive-thru bumpers, drive-thru sign and electrical for the new drive-thru sign. The total project cost is \$95,646.04.

Columbia Appliance (Emilio Alvarez) submitted a grant request for reimbursement for the building located at 1110 6th Street, Umatilla. The scope of work includes: extending the fence line to have more storage for his appliances. The total project cost is \$7,636.50.

Old Nick's (Charlotte Baxter) submitted a grant request for the reimbursement for the building located at 610 6th Street, Umatilla. The scope of work includes: parking lot improvement, crack seal, new asphalt, proper drainage, striping, and parking bumpers. The total project cost is \$22,000.00.

The Community Development Department has reviewed the applications and recommends a motion to approve and award each applicant according to the following: \$26,500.00 to Paulette Dufloth, \$5,727.38 to Emilio Alvarez and \$16,500.00 to Charlotte Baxter according to the terms/rules of the program.

Consistent with Council Goals:

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



City of Umatilla

DOWNTOWN REVITALIZATION GRANT PROGRAM

PROGRAM DETAILS

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

- Funds are limited to the annual budget process
- Minimum grant match is 25%
- Applications accepted twice a year
 - May 15th – May 31st
 - October 15th – October 31st
- Projects must be completed within 6 months of formal approval
- In order to encourage multiple businesses to apply and to disperse the distribution across several business, no applicant may
 - Receive more than three awards over the past four years, and
 - Receive more than \$52,500 in total awards over the past four years, and
 - Receive more than two awards per round (applicant may apply for more than one grant per round if they can clearly demonstrate that they have two unique improvement projects)

PROPERTY/APPLICANT ELIGIBILITY

Grants may be awarded to a property owner or business tenant provided there is a signed lease agreement or letter of intent to lease in place between owner and tenant, which must be submitted together with the application, with a duration of at least one year. Additionally, the following criteria must be met:

- Property must be in the Downtown Zone
- All for-profit and nonprofit organizations are eligible to apply.
 - Priority funding given to for-profit organizations.
 - Priority funding is also given to local and regional businesses over national chains/franchises.

ELIGIBLE PROJECTS

- Façade Improvements {street facing elevations} that contribute to pedestrian comfort, visual appeal of downtown buildings, and ultimately will attract more customers to the downtown core.
- Other improvements as approved by staff/council as aligned with program

PROCESS

1. Contact CDD (Community Development Department) to determine eligibility and discuss potential project scope of project.
2. Identify scope of work and obtain bids as needed.
 - CDD requires at least one bid at the time of application. 2-3 competitive bids may be required before approved work may commence. This will be determined at staff's full discretion and communicated in a Notice of Award at the time of decision. Projects exceeding \$10,000 will automatically require at least 2 competitive bids before approved work may commence.
3. Complete and return Application with supporting documents.

4. Council will make award decision. If approved, CDD issues a Notice of Award, which may include funding conditions, with a defined award amount.
5. Obtain additional bids, regulatory approvals, and permits as needed.
6. Contract for approved scope of work.
 - Applicants may complete some onsite work themselves, with CDD approval. However, components of projects requiring building permits must be completed by a licensed and insured contractor. Labor performed by applicant will be considered in-kind match toward the total project cost according to the Federal Independent Sector Volunteer Rate (currently \$28.54/hr).
7. Complete final inspection and close permits. Completed work is inspected by CDD as necessary.
8. Funds are disbursed to applicant on a reimbursement basis after all funding conditions have been met and paid invoices are submitted and reviewed by CDD.
 - CDD will hold 10% of all project awarded funds until project completion.
 - No more than 3 reimbursement request per project.

GOALS

Projects should accomplish one or more of the goals listed below. Projects that do not have a clear or direct connection of these goals may be funded at a lower level or not at all.

- Grow taxable/assessed values, especially through new development projects {not required}
- Add pedestrian oriented amenities
- Visually enhance the building and business district
- Convert/create upper-floor space for occupancy
- Enhancement or Preservation of existing architectural features

DOWNTOWN REVITALIZATION APPLICATION

Date Received: _____



BUILDING/BUSINESS NAME: KOOKIE LLC

ADDRESS: 1501 6th STREET UMATILLA OR 97882

Please include the following items to complete your application:

- Application with Owner Authorization {if the Applicant is not the property owner}
- Lease Agreement or Letter of Intent to Lease between property owner and tenant
- "Before" photographs of the property
- Any architectural drawings, plans, elevations, or sketches related to this project {for construction projects}
- Proof of funds needed to complete proposed project
- Applicants W-9

APPLICANT INFORMATION

Name:	<u>KOOKIE LLC</u>	Property Address:	<u>1501 6th STREET UMATILLA</u>
Mailing Address:	<u>PO BOX 1558 UMATILLA</u>		
Phone:	[REDACTED]	Email:	[REDACTED]

PROPERTY OWNER INFORMATION (If different from Applicant)

Name:	<u>PAULETTE DUFORTH</u>	Property Address:	[REDACTED] <u>UMATILLA</u>
Mailing Address:	<u>SAME</u>		
Phone:	[REDACTED]	Email:	[REDACTED]

PROJECT INFORMATION

Project Name: DRIVE THRU / SIGNAGE PROJECT FOR MAPLE MOSS

Project Start Date: 12/2021

Anticipated Completion Date: FINISHED 7/1/2022

Project Cost: \$95646.04

Please provide a general description of the overall project scope.

RENDER BOARD UPDATE, DRIVE THRU SIGNS ON BURG, SIDEWALKS, PARKING BUMPERS, ELECTRICAL FOR THE NEW UPDATED SIGN.

PUBLIC INFORMATION NOTICE

All information submitted by Applicants shall be public records and subject to disclosure pursuant to the Oregon Public Records Act {ORS 192.410 et seq.}, except such portions for which Applicant requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the Applicant claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it "CONFIDENTIAL," and provide separate notice in writing of the status of this material to the official contact.

OWNER AUTHORIZATION (Only required if Applicant is not the property owner)

I, _____, am the owner of the property located at _____ in Umatilla, Oregon. I hereby give authorization for _____, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences.

Name of Owner: _____

Signature of Owner: _____ // Date: _____

STATEMENT OF UNDERSTANDING AND CERTIFICATION BY APPLICANT

I, PAULETTE DUFLOTH, {The Applicant} certify that I am authorized to sign on behalf of the Applicant entity. I understand that the City Council must approve the proposed project in writing in order to be eligible for reimbursement. Certain changes or modifications may be required by staff prior to final approval. A Notice of Award will not be issued before CDD has received the necessary bids for the approved work. Any work started before a Notice of Award is issued may not be eligible for reimbursement. Furthermore, changes to the scope of work must be approved by CDD prior to initiating the work in order for that work to be eligible for reimbursement.

If approved, the applicant hereby authorizes CDD, and those acting within the City's authority, to use before and after photographed images of this project, both in print and online.

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant's knowledge. Verification of any of the information contained in this application may be obtained by staff.

Name of Applicant: _____
Signature of Applicant: Paulette Dufloth // Date: 10/11/2022





ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57
6/8/2022– 6/8/2022

Deposit Account Holds: \$298.33

Hold Type	Expires Description	Hold Amount
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022 1277 THE WEBSTAIRANT	\$131.08
Point of Sale	10/5/2022 1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022 8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$47.84

Date	Check Description	Debit (-)	Credit (+)	Balance
6/8/2022	90198 CHECK	<u>\$10,500.00</u>		\$20,337.60

3:29 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split
Fred Carlson Electrical						
Check	09/01/2020		electrical kitch...	BEO OPERATING ...	X	Repairs and M...
Check	12/31/2020		30102	BEO OPERATING ...	X	Repairs and M...
Check	06/01/2022	1056 ⁰⁰	new sign elect...	BEO OPERATING ...	X	Repairs and M...
Check	07/14/2022		outlets	BEO OPERATING ...	X	Repairs and M...
Total Fred Carlson Electrical						
TOTAL						

3:29 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Amount

-599.30

-1,610.00

-10,500.00

-418.47

-13,127.77

-13,127.77

3:23 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split
J. Lugo Construction						
Check	06/16/2022	6083	contract side...	BEO OPERATING ...	X	Repairs and M...
Check	07/27/2022		curbing rubbe...	BEO OPERATING ...	X	Repairs and M...
Total J. Lugo Construction						
TOTAL						

3:23 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Amount

-13,025.60

-2,700.00

-15,725.60

-15,725.60



ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57
6/17/2022- 6/17/2022

Deposit Account Holds: \$298.33

Hold Type	Expires	Description	Hold Amount
Point of Sale	10/6/2022	8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022	1277 THE WEBSTAIRANT	\$131.08
Point of Sale	10/5/2022	1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022	8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022	8671 AMZN Mktp US	\$47.84

Date	Check	Description	Debit (-)	Credit (+)	Balance
6/17/2022	6083	CHECK	\$13,025.60		\$6,413.70

ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57
8/8/2022– 8/8/2022

Deposit Account Holds: \$298.33

Hold Type	Expires	Description	Hold Amount
Point of Sale	10/6/2022	8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022	1277 THE WEBSTAURANT	\$131.08
Point of Sale	10/5/2022	1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022	8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022	8671 AMZN Mktp US	\$47.84

Date	Check	Description	Debit (-)	Credit (+)	Balance
8/8/2022	90212	📷 CHECK	\$2,700.00		\$9,894.04

THIS CHECK IS VOID WITHOUT THE SAFETY FEATURES LISTED ON THE BACK

Apply to account: TheBridge - KOOKEE LLC

2707225286

KOOKEE LLC
PO BOX 1558
UMATILLA, OR 97882-1558

96-353
1232

DATE
07/27/2022

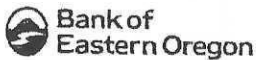
0000090212

Bank of Eastern Oregon
229 N. Main St.
Heppner OR 97836

PAY TO THE ORDER OF TWO THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 J LUGOS CONSTRUCTION

AMOUNT

**\$2700.00



Signature on File -
account holder has pre-approved this check

Void After 90 Days

⑈0000090212⑈ ⑆23203535⑆ 837000139⑈

>323371076< 20220805
DRAWER'S ACCOUNT: 08116/0116
HIN: 825220680000825

FEDERAL RESERVE BANK REGULATION CC
Signature is a satisfactory mark of Check Payment System Association
Signature requires a true document - date a term, full
name, address, occupation, title, position, authority, and
Special Department Service, Section, Agent, Rank, Grade,
and Special Department Service, Section, Agent, Rank, Grade,
and the date of signature.

ENDORSE HERE
 FOR MOBILE DEPOSIT ONLY
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
Account of James J. Jagers
Banner Bank

3:24 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews

Register QuickReport

All Transactions

Type	Date	Num	Memo	Account	Clr	Split
Yesco Signs						
Check	12/17/2021		Outside Sign ...	BEO OPERATING ...	X	Equipment
Check	06/01/2022		payment on fi...	BEO OPERATING ...	X	Equipment
Check	06/07/2022		maintenance a...	BEO OPERATING ...	X	Repairs and Mai...
Check	06/28/2022		SIGNAGE FE...	BEO OPERATING ...	X	Licenses and Pe...
Check	07/17/2022		sign	BEO OPERATING ...	X	Equipment
Check	08/01/2022		sign	BEO OPERATING ...	X	Equipment
Check	08/31/2022		maintenance ...	BEO OPERATING ...		Repairs and Mai...
Check	09/01/2022			BEO OPERATING ...		Equipment
Check	09/01/2022		sign maintena...	BEO OPERATING ...		Repairs and Mai...
Check	10/01/2022			BEO OPERATING ...		Repairs and Mai...
Total Yesco Signs						
TOTAL						

3:24 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Amount

-7,500.00 f
-1,159.33
-119.00
-3,030.12
-1,159.33
-1,159.33
-119.00
-1,159.33
-119.00
-119.00

-15,643.44

-15,643.44

ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57
12/1/2021– 3/1/2022

Deposit Account Holds: \$298.33

Hold Type	Expires Description	Hold Amount
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022 1277 THE WEBSTAIRANT	\$131.08
Point of Sale	10/5/2022 1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022 8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$47.84

Date	Check Description	Debit (-)	Credit (+)	Balance
12/20/2021	YESCO LLC ACHPAYMENT ACH	\$7,500.00		\$14,302.40

ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57
12/1/2021– 9/30/2022

Deposit Account Holds: \$298.33

Hold Type	Expires Description	Hold Amount
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022 1277 THE WEBSTAIRANT	\$131.08
Point of Sale	10/5/2022 1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022 8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$47.84

Date	Check Description	Debit (-)	Credit (+)	Balance
6/30/2022	YESCO ADMINISTRA 8014644600 ACH	\$3,030.12		\$7,353.15

Receiver Information Originator Information

Receiver Name: BANK OF EASTERN OREGON Originator Name: FIRST NATIONAL BANK OF OMA

Receiving FI ID: 123203535 Originating FI ID: 104000016

Account: 8370001391 Orig Co. Desc Data:

Individual ID: M43486821323 Orig Company ID: 1911718107

[View All...](#)

ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57

12/1/2021– 9/30/2022

Deposit Account Holds: \$298.33

Hold Type	Expires Description	Hold Amount
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022 1277 THE WEBSTAURANT	\$131.08
Point of Sale	10/5/2022 1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022 8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$47.84

Date	Check Description	Debit (-)	Credit (+)	Balance
9/7/2022	YFS PAYMENT ACH	<u>\$1,159.33</u>		\$18,638.82
	Receiver Information Originator Information Receiver Name: BANK OF EASTERN OREGON Originator Name: FIRST NATIONAL BANK OF OMA Receiving FI ID: 123203535 Originating FI ID: 104000016 Account: 8370001391 Orig Co. Desc Data: Individual ID: M43486821323 Orig Company ID: 1911718107 View All...			
8/3/2022	YFS PAYMENT ACH	<u>\$1,159.33</u>		\$6,173.88
	Receiver Information Originator Information Receiver Name: BANK OF EASTERN OREGON Originator Name: FIRST NATIONAL BANK OF OMA Receiving FI ID: 123203535 Originating FI ID: 104000016 Account: 8370001391 Orig Co. Desc Data: Individual ID: M43486821323 Orig Company ID: 1911718107 View All...			
7/7/2022	YFS PAYMENT ACH	<u>\$1,159.33</u>		\$4,475.00

3:28 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Cir	Split
Young Electric Sign Co Check	09/23/2022		Yesco sign pa...	BEO OPERATING ...		Equipment
Total Young Electric Sign Co						
TOTAL						

3:28 PM

10/04/22

Accrual Basis

The Bridge Bistro & Brews
Register QuickReport
All Transactions

Amount

-54,253.00

-54,253.00

-54,253.00

ACCOUNT HISTORY

\$10,007.57

Filter Results

Select Account

X1391 | OPERATING ACCT | \$10,007.57
9/23/2022– 9/23/2022

Deposit Account Holds: \$298.33

Hold Type	Expires Description	Hold Amount
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$7.99
Point of Sale	10/6/2022 1277 THE WEBSTAIRANT	\$131.08
Point of Sale	10/5/2022 1277 WALMART.COM 800	\$105.42
Point of Sale	10/6/2022 8671 AMAZON.COM	\$6.00
Point of Sale	10/6/2022 8671 AMZN Mktp US	\$47.84

Date	Check Description	Debit (-)	Credit (+)	Balance
9/23/2022	WIRE TO YOUNG ELECTRIC SIGN CO 20220923075207	\$54,253.00		\$9,063.85

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ROOVELL LLC		
	2 Business name/disregarded entity name, if different from above THE BRIDGE BISTRO & BREWERY / MAPLE MOOSE COFFEE CO.		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. 1501 - 6TH STREET	Requester's name and address (optional)	
	6 City, state, and ZIP code UMATILLA OR 97882		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
93	-
12	66
40	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/14/2022
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE



1 CHANNEL LETTER CABINETS
 QUANTITY: (2) MANUFACTURE & INSTALL
 SCALE: 3/8" = 1'-0"

FABRICATION SPECIFICATIONS

A	EMC - DAK	PIXEL SPACING	8mm
		MATRIX SIZE	144 x 252886
		LED COLOR	FULL COLOR
		COMMUNICATION	TBD

SCOPE OF WORK:

REMOVE EXISTING EMC UNIT AND 'OREGON LOTTERY' DISPLAY & DISPOSE. MFR & INSTALL (2) S/F EMC UNITS AS SHOWN.

*EMC

*IMAGE DISPLAYED IN ELECTRONIC MESSAGE CENTER IS FOR VISUALIZATION PURPOSES AND DOES NOT REPRESENT ACTUAL RESOLUTION OF PROPOSED PRODUCT.



Kennewick
 9304 W. Clearwater Dr.
 Kennewick, WA 99336
 509-783-4589

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 www.yesco.com

CLIENT:
MAPLE MOOSE COFFEE
 ADDRESS:
 1501 6TH ST
 CITY / STATE / ZIP:
 UMATILLA, OR

ACCOUNT EXECUTIVE:
DAN RISK
 DESIGNER:
ALSAGER
 ORIGINAL DATE:
 11/15/21

CUSTOMER APPROVAL
 Client Signature / Date
 Landlord Signature / Date

ELECTRICAL NOTE
 NOTE: UNLESS OTHERWISE NOTED, ELECTRICAL RUNS OR FINAL ELECTRICAL CONNECTION CHARGES ARE NOT INCLUDED. ILLUMINATED DISPLAYS WILL BE WIRED FOR 120 VOLT POWER UNLESS OTHERWISE INDICATED.
 IF VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE:
 - - - - - -
 VOLTS AMPS

UL NOTE
 YESCO IS A UL RECOGNIZED MANUFACTURER
 THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND / OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

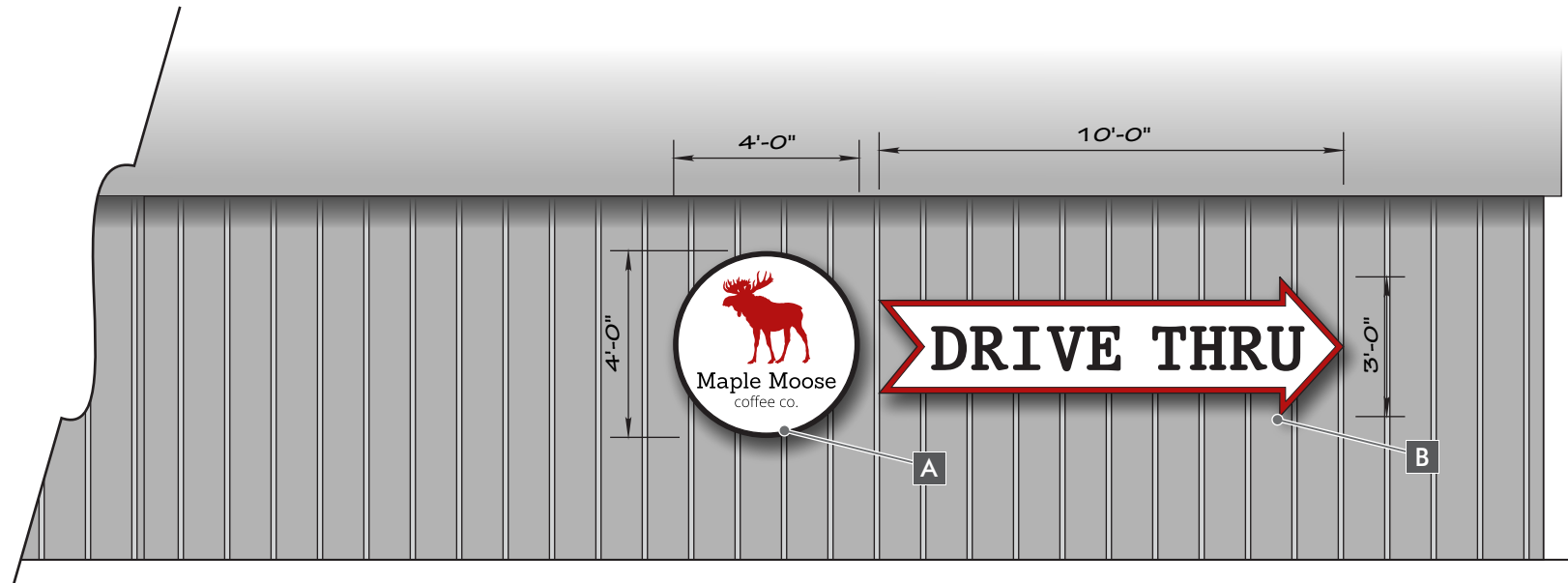
REVISIONS

DATE	REVISION	DESIGNER
△		

DESIGN NUMBER:
OPY-43307

FABRICATION SPECIFICATIONS

A	CABINET	TYPE	S/F ILLUMINATED
		PAINT COLOR	BLACK
		TEXTURE	SEMI-GLOSS
FACE		TYPE	POLYCARB
		PAINT COLOR	NA
		VINYL	BLACK & RED 3630-53
LIGHTING		TYPE	LED
		COLOR	WHITE
B	CABINET	TYPE	S/F ILLUMINATED
		PAINT COLOR	RED TO MATCH 3630-53
		TEXTURE	SEMI-GLOSS
FACE		TYPE	POLYCARB
		PAINT COLOR	NA
		VINYL	BLACK
LIGHTING		TYPE	LED
		COLOR	WHITE



1 S/F ILLUM WALL SIGN SCALE: 1/4" = 1'-0"
 QUANTITY: 1EA - MANUFACTURE & INSTALL

ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE



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VOLTS AMPS

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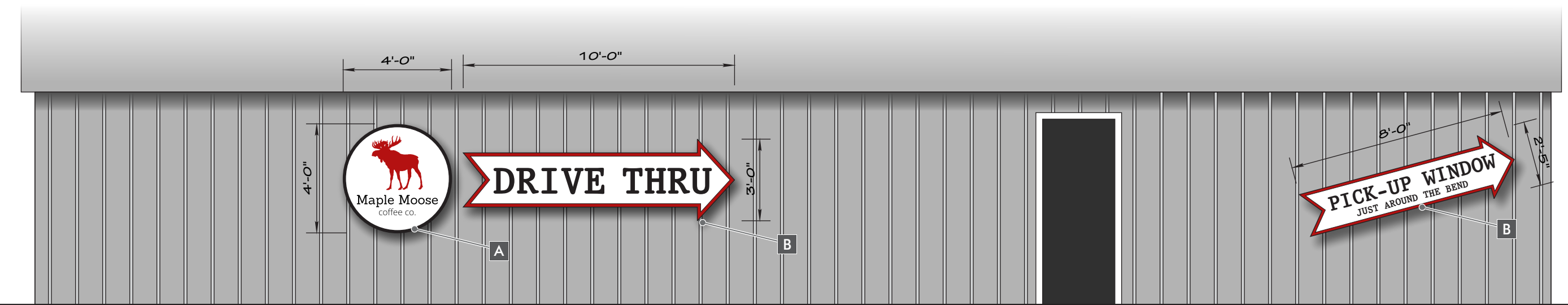
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FACE		TYPE	POLYCARB
		PAINT COLOR	NA
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LIGHTING		TYPE	LED
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		PAINT COLOR	RED TO MATCH 3630-53
		TEXTURE	SEMI-GLOSS
FACE		TYPE	POLYCARB
		PAINT COLOR	NA
		VINYL	BLACK
LIGHTING		TYPE	LED
		COLOR	WHITE



1 S/F ILLUM WALL SIGNS SCALE: 1/4" = 1'-0"
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YESCO
 Northwest Region

Kennewick
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ADDRESS:
1501 6TH ST

CITY / STATE / ZIP:
UMATILLA, OR

ACCOUNT EXECUTIVE:
DAN RISK

DESIGNER:
ALSAGER

ORIGINAL DATE:
11/15/21

CUSTOMER APPROVAL

Client Signature / Date _____

Landlord Signature / Date _____

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VOLTAGE IS NOT 120 PLEASE INDICATE YOUR VOLTAGE HERE

VOLTS			AMPS		

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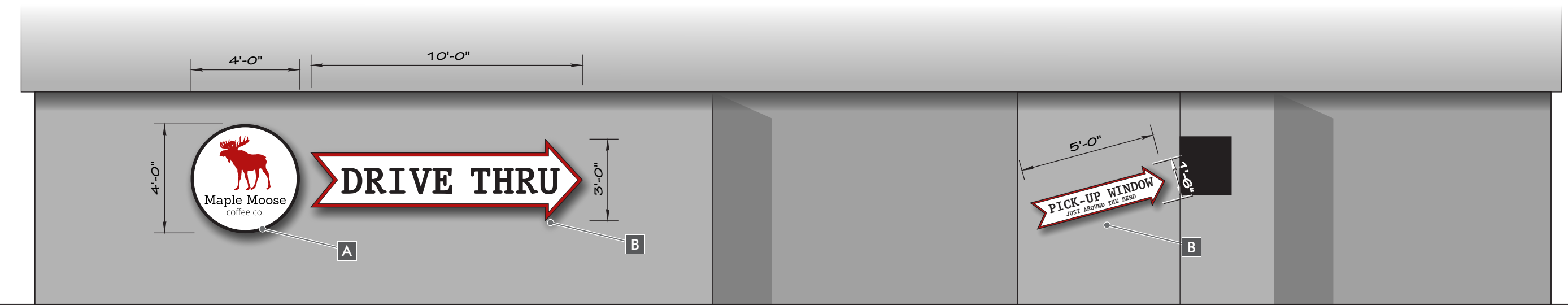
REVISIONS

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		PAINT COLOR	NA
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		COLOR	WHITE
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		PAINT COLOR	RED TO MATCH 3630-53
		TEXTURE	SEMI-GLOSS
FACE		TYPE	POLYCARB
		PAINT COLOR	NA
		VINYL	BLACK
LIGHTING		TYPE	LED
		COLOR	WHITE



1 S/F ILLUM WALL SIGNS SCALE: 1/4" = 1'-0"
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YESCO
Northwest Region

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-	-	-	-
VOLTS	AMPS	VOLTS	AMPS

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REVISIONS

DATE	REVISION	DESIGNER
△		

DESIGN NUMBER:
OPY-43307

PAGE	OF
1.1	4 55



Agreement

For Work At

The Bridge Bistro & Brews
1501 6th St
Umatilla OR 97882-3002
United States

Billing Address

Kookee, LLC
1501 6th St
Umatilla OR 97882-3002
United States

Account Executive

003636 Daniel J Risk
YESCO - Tri-Cities/Kennewick
6321 W Brinkley Road #150
Kennewick WA 99338
United States

Date	Project Number	Project Description	Pricing Valid Until	Deposit
12/01/2021	PRY-36810	Maple Moose Coffe Co	12/31/2021	\$0.00

Item	Amount
------	--------

Scope

YESCO to perform the following work:

Building Signs: \$26,627.00

Manufacture and install three single face illuminated circular Maple Moose cabinets. Cabinets will be internally illuminated, White lexan faces decorated with vinyl graphics. Display size to be 4' round.
Manufacture and install three single face illuminated drive thru arrow cabinets. Cabinets will be internally illuminated, White lexan faces decorated with vinyl graphics. Display size to be 10'W x 3'H.
Manufacture and install one single face illuminated pick-up window arrow cabinet. Cabinet will be internally illuminated, White lexan face decorated with vinyl graphics. Display size to be 8'W x 2'5"H.
Manufacture and install one single face illuminated pick-up window arrow cabinet. Cabinet will be internally illuminated, White lexan face decorated with vinyl graphics. Display size to be 5'W x 1'6"H.

Electronic Video Display: \$41,488.00

Remove the existing electronic message center and non-illuminated panel.
Manufacture and install one double face Watchfire electronic message center. Overall display size to be 4'5"H x 8'3"W.
Electronic cabinets to be mounted back to back on existing pole sign structure.
Display model# WF 8mm, 144x288, RGB LED. Provide OPx software with web based software training.
Communication to be OPx - 4G Wireless with life of sign cellular data plan.

60 Month Finance Lease: \$68,115.00

60 Month Maintenance at \$119 per month

YESCO will maintain and service the product(s) listed above according to the terms hereof, by furnishing the maintenance services listed below:

Replace defective LED modules
Replace defective power supplies, wiring and associated fuse blocks.
Replace defective wiring inside the display
Replace Antennas and temperature and dimmer sensors
Maintain Internal surge protection devices
Replace Ventilation fans and filters
Clean every 12 months

All pricing is based on supplier pricing as of the date of this proposal. All pricing is subject to change at any time due to increases in supplier pricing, changes to tax and tariff rates, and other causes beyond YESCO's reasonable control.

Existing primary power circuit to be reused.
Any additional circuits, time clocks, photocells, controllers or switches are not included.

Permits fees, acquisition and or procurement costs, wet stamped engineering, special inspections to be billed on a separate work order and are not included in this agreement.

Fabricate Custom Signage

Labor and material

\$68,115.00

Subtotal	\$68,115.00
Tax Total (%)	\$0.00
Total	\$68,115.00

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. Kookee, LLC acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

Kookee, LLC	YESCO LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation, if applicable. You must pay all charges for electrical and data service, if required. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

Finance Lease Agreement

Product Leased

See YESCO Agreement referencing Project Number PRY-36810

Amount Financed	Term (in months)	Lease Payment	Maintenance Payment	Total Monthly Payment
\$60,715.00	60	\$1,287.02	\$119.00	\$1,406.02
Refundable Deposit	Capital Reduction	Lease Processing Fee	Total Due At Signing	End of Lease Residual
\$0.00	\$7,400.00	\$100.00	\$7,500.00	\$1.00

YESCO's Finance Lease Terms and Conditions, available below and at www.yesco.com/terms/financeleasetermsandconditions.pdf, are an integral part of this Finance Lease Agreement and are incorporated by reference. Kookee, LLC acknowledges that it has accessed and reviewed the [Finance Lease Terms and Conditions](#). Acceptance by YESCO Financial Solutions LLC is subject to credit approval. [Click here](#) to complete the YESCO Credit Application or request a hard copy from your YESCO account executive. Upon acceptance by YESCO Financial Solutions LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

Kookee, LLC	YESCO Financial Solutions LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed

The obligations of Kookee, LLC in this Finance Lease Agreement are personally and unconditionally guaranteed by each of the undersigned. If a guarantor resides in a community property state (AZ, CA, ID, LA, NV, NM, TX, WA, or WI) the guarantor's spouse is also required to sign below.

Name	Signature	Date
Spouse Name	Signature	Date
Name	Signature	Date
Spouse Name	Signature	Date

Corporate Guarantor Name

Signature of Authorized Officer	Date
Name	Title

Finance Lease Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a Finance Lease Agreement (together with these Finance Lease Terms and Conditions, the "Lease"), and pertain to the lease of goods from YESCO Financial Solutions LLC, a Utah limited liability company ("YFS") to you, the Customer. The leased goods (the "Product") are described in a written estimate, quotation, proposal, agreement, or other transaction form provided by an affiliate of YFS ("YESCO") that describes the Product and any related work or services, which is subject to YESCO's Standard Terms and Conditions (www.yesco.com/terms/standardtermsandconditions.pdf) (the "YESCO Transaction Document"). YFS, its successors, and assigns, are third-party beneficiaries to all of the rights, but not the obligations, of YESCO in connection with the YESCO Transaction Document. You agree that respective obligations of YESCO and YFS in the YESCO Transaction Document and this Lease are several.

2. Commencement: This Lease will commence on the first day of the month following your acceptance of the Product from YESCO.

3. Payments: You agree to pay YFS the Lease Processing Fee no later than the effective date of the lease. If applicable, the amount financed has been reduced by a Capital Reduction, which shall be delivered to YESCO no later than the effective date of the Lease. The Capital Reduction is non-refundable. Each Monthly Payment is due on the first business day of each calendar month during the Term. You agree to deliver each Monthly Payment to YFS according to the instructions on the invoice. You are responsible for the payment of sales tax on each Monthly Payment, if applicable; the monthly sales tax amount will be identified on the monthly invoice provided by YFS and may change during the Term due to changes in sales tax rates. Each Monthly Payment is due and payable whether or not you use or operate the Product. You agree to pay YFS a late fee equal to five percent of any Monthly Payment that is not paid within 15 calendar days of the due date. You agree to pay YFS the End of Lease Residual simultaneously with the final Monthly Payment. YFS will hold your Refundable Deposit in a non-interest bearing account. So long as you faithfully perform your obligations under the Lease, YFS will return the Refundable Deposit to you upon the expiration of this Lease. You have no right of set-off with respect to any payment to YFS under this Lease. You agree that your obligations are unconditional and not subject to any abatement, reduction, defense or counterclaim.

4. Maintenance: At your sole expense, you agree to enter into an extended warranty or maintenance agreement with YESCO (or other approved vendor) for the proper maintenance of the Product during the Term of this Lease ("Extended Warranty"). The Extended Warranty will be described in the YESCO Transaction Document. YFS reserves the right to invoice and collect payments pertaining to the Extended Warranty on and for YESCO's behalf, and you agree that such right in no way obligates YFS with respect to any obligations of YESCO.

5. Prepayment: You have the right to prepay all of the outstanding Lease balance at any time. The prepayment amount will be equal to the present value of the remaining and unpaid Monthly Payments discounted at a rate reasonably determined by YFS. Except as set forth in this paragraph, this Lease is non-cancellable.

6. Insurance: During the Term of the Lease you agree to maintain the following insurance: 1) "special" property or "all risk" inland marine insurance coverage on the Product, in an amount not less than the retail price of the Product, and 2) commercial general liability insurance in an amount not less than \$1,000,000. All such policies shall (a) be written with insurers having an A.M. Best Rating of "A-VII" or better, (b) provide primary coverage to YESCO and YFS, (c) name YESCO and YFS and their officers, directors, employees, and agents as additional insureds, and YFS as loss payee, (d) prohibit cancellation or modification without at least thirty days prior written notice to YFS, and (e) waive subrogation rights against YESCO and YFS and their officers, directors, employees, and agents. Within thirty days of the finalization of this Lease if practicable, but in no event later than the date YESCO is ready to deliver the Product, you agree deliver to YFS certificates of insurance that verify the existence of all requirements set forth above. YESCO may delay delivery of the Product until the required certificates of insurance are received. You appoint YFS as your attorney-in-fact with full authority to make claims, receive payments, and endorse documents, checks or drafts as expedient to secure payment due under the policies referenced above. If you fail to obtain and/or maintain in force insurance policies as required, YFS has the right, but not the obligation, to obtain such coverage and you agree to immediately reimburse YFS for all premiums and expenses, and thereafter timely pay all premiums.

7. No Warranty: YFS MAKES NO WARRANTY REGARDING THE PRODUCT AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSES, AND NON-INFRINGEMENT.

8. Risk of Loss, Damage, or Destruction: Except as provided in the YESCO Transaction Document between you and YESCO, you agree that you bear all risk of loss or damage to the Product, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God.

9. Liens and Taxes: At your sole cost and expense, you agree to maintain the Product free and clear of all liens, liens, and encumbrances. You agree to declare as required and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). You agree to immediately reimburse YFS for any Assessments paid by YFS if YFS elects to pay the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Product is the sole property of YFS, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the Product and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures. You agree that YFS's security interest is senior in right to any security interest granted to YESCO.

11. Repossession: If you fail to pay any Monthly Payment or other payment when due, or otherwise default in any of your other obligations in this Lease, YFS may repossess the Product or any component(s) thereof, without resort to judicial process, and without liability for trespass. YFS's right of repossession includes the right to remove the Product, and to disconnect or otherwise render the Product unusable. You warrant and agree to obtain and maintain for YFS and its agents full rights, including rights of access, ingress, and egress, to safely access the Product on the premises on which the Product is installed, and to disconnect, render unusable, and/or remove the same, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. Repossession is not an acceptance of your surrender of the Product or as a waiver of any other YFS right, and shall not require patching, painting, touch up, etc. afterwards. The Product is of special construction, made for your use and purpose and no other, and except as used by you the Product may have no value. YFS's right of repossession shall be in addition to and not as an alternative to YFS's right to its other remedies herein and any other remedy available at law or in equity.

12. Default and Remedies: In the event of default, YFS will give you written notice at the address referenced on the YESCO Transaction Document and you will have ten days to cure any default arising from the failure to make any payment when due and thirty days to cure any other event of default. The following constitute events of default: (a) If you default in the payment of any Monthly Payment or any other payment when due, or fail to perform any other obligation herein; (b) If at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you; (c) If you default in any obligation arising under any other agreement with YFS or YESCO, including, without limitation, the Extended Warranty; (d) If you default in any obligation arising under any financing or loan agreement with any third party; (e) If you cancel your ACH Payment Authorization; (f) If you admit in writing of your inability to pay your debts; (g) Any of the foregoing occurs with respect to any guarantor or with respect to any other party liable to YFS or YESCO in the event of your nonpayment or nonperformance of this Lease; (h) The occurrence of any adverse change in the financial condition of you or any guarantor; and (i) If YFS in good faith believes that the return to YFS of the Product or your performance under this Lease or any such guarantors performance under a guaranty of this Lease is materially impaired. Upon the occurrence of an event of default and the expiration of any cure period, YFS at its sole option shall have the right to exercise concurrently or separately any one or more of the following remedies, with or without further notice, and without any election of remedies being deemed to have been made: (1) Declare all Monthly Payments (including past due Monthly Payments) plus all other sums provided for under this Lease to be immediately due and payable; (2) With or without resort to legal process, enter into the premises and exercise YFS's right of repossession; (3) Terminate this Lease and retain as damages all payments paid by you; (4) Lease the Product to any third party, upon such terms and conditions as YFS determines, or sell the Product at private or public sale, at which sale YFS may be the purchaser; (5) Proceed by appropriate action either at law or in equity or bankruptcy to enforce performance by you of the applicable covenants of this Lease or to recover damages for breach thereof; and/or (6) pursue any other remedy available to YFS at law or in equity.

13. Financial Statements: You and each guarantor agree to furnish a balance sheet and profit and loss statement to YFS within ninety days after the close of each fiscal year during the Term, prepared in accordance with generally accepted accounting principles, and such other information respecting the financial condition and operations of you and each guarantor as YFS may from time to time reasonably request.

14. Indemnification: To the fullest extent permitted by law, you agree to indemnify, hold harmless, and defend YFS and its officers, directors, employees, and agents from and against any and all claims, costs, expenses (including reasonable attorney's fees), damages, liabilities, at law or in equity arising out of or related to your breach of this Lease or your negligent or otherwise wrongful acts or omissions in connection with this Lease or your use of the Product. This paragraph shall survive the expiration or earlier termination of this Lease.

15. Disputes: This Lease shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. You irrevocably consent to venue in Salt Lake County, Utah. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS LEASE. YFS shall not be liable for direct or indirect, special, incidental, consequential, punitive or exemplary damages (including, without limitation, lost profits), damages for delay, or late penalties arising out of or in connection with this Lease or the YESCO Transaction Document, regardless of notice, cause, form of action, or theory relating to such damages. If YFS places this Lease with a collection agency or an attorney for collection or enforcement, you agree to pay all costs and expenses arising therefrom, including reasonable attorneys' fees. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF YFS FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND YOUR MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE SUMS RECEIVED BY YFS, except in the case of YFS's gross negligence or willful misconduct.

16. Possession, Transfers, and Assignment: You agree that the Product is personal property. You agree keep the Product in your sole possession and control, and will not allow the Product to be modified, relocated, removed, or otherwise tampered with in any way without YFS's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Product, or the real property on which the Product is located, you agree to deliver to YFS written notice of such intention at least thirty days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YFS an amount equal to the present value of the total remaining and unpaid Monthly Payments discounted at a rate reasonably determined by YFS, unless YFS has previously agreed in writing to your assignment of this Lease. All the terms and conditions of this Lease are binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interests in the Product, the real property upon which the Product is located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Lease only upon the prior written consent of YFS. YFS may freely transfer all or a portion its interests, rights, and obligations in this Lease, each being severable. In the event that YFS assigns its right to receive the Monthly Payments and the End of Lease Residual, you agree to hold the assignee harmless from any of YESCO's obligations under the YESCO Transaction Document, including, without limitation, YESCO's obligations pursuant to the Extended Warranty.

17. Compliance with Laws: You agree to comply with all applicable laws, regulations, and ordinances pertaining to the use of the Product.

18. Estoppel Certificates: You agree to execute estoppel certificates in a form reasonably acceptable to YFS from time to time up YFS's written request.

19. Miscellaneous Provisions:

A. No statement made by YFS's or YESCO's account executive(s) will be binding on YFS unless incorporated in this Lease in writing. Although this Lease and the YESCO Transaction Document may be signed by YESCO's account executive(s), the Lease shall not be binding upon YFS for any purpose until an executive officer or another authorized agent of YFS accepts this Lease by providing a written signature evidencing such acceptance on the Finance Lease Agreement.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. If any part of this Lease is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

Finance Lease ACH Payment Authorization

Bill To

Kookee, LLC
 1501 6th St
 Umatilla OR 97882-3002
 United States

Kookee, LLC ("you") authorize YESCO Financial Solutions LLC ("YFS"), a Utah limited liability company, to debit the bank account described below for each payment described below (plus applicable sales tax and late fees, if any) on the applicable due date.

You agree that this authorization will remain in effect until cancelled in writing. Should you elect to cancel this authorization, you agree to pay YFS a monthly payment processing fee not-to-exceed \$100 per month. You agree to notify YFS in writing of any changes in your account information or termination at least fifteen days prior to the next billing cycle. If a payment due date falls on a weekend or holiday, the payment will be charged on the next business day. If an ACH transaction is rejected for non-sufficient funds ("NSF"), you agree that YFS may in its sole discretion attempt to process the charge again at any time within thirty days, and you agree to an additional \$25 charge for each returned NSF. You agree refrain from disputing any transaction authorized by this authorization with your bank so long as the transaction corresponds to the terms indicated in this authorization.

Payment Description	Due	Amount
Finance Lease Monthly Payment	Monthly ¹	\$1,287.02
Maintenance Monthly Payment owed to YESCO LLC	Monthly ¹	\$119.00
Refundable Deposit	Up-front ²	\$0.00
Capital Reduction	Up-front ²	\$7,400.00
Lease Processing Fee	Up-front ²	\$100.00
End of Lease Residual	Last Payment ³	\$1.00

¹ Due the first calendar day of each month during the Term.

² One time up-front front payment due at signing.

³ Due at the same time as the final Lease Monthly Payment.

Name on Bank Account

Name of Bank		Bank City and State	
Checking	Savings	Routing Number	Account Number
E-mail Address for Receipt			Phone
Authorized Signature			Date



Invoice

Bill To

Kookee, LLC
1501 6th St
Umatilla OR 97882-3002
United States

Ship To

The Bridge Bistro & Brews
1501 6th St
Umatilla OR 97882-3002
United States

Remit To

YESCO - Tri-Cities/Kennewick
6321 W Brinkley Road #150
Kennewick WA 99338
United States

Project Number	Terms	Account Executive
PRY-36810	DUE UPON ACCEPTANCE	003636 Daniel J Risk

Item	Amount
Advanced Rental Payment (Capital Reduction)	\$7,400.00
Refundable Deposit	\$0.00
Lease Processing Fee	\$100.00
Total	\$7,500.00

J Lugo's Construction, LLC

PO Box 1749
Hermiston, OR 97838
(541) 303-3301
CCB# 223856

Today's Date. 06/16/2022

Estimate of Service

The Bridge Bistro & Brews

Address: 1501 6th St, Umatilla, OR 97882

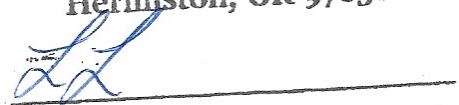
Description: Description has been broken down to main points.

Rubber Wheel Stop, 6 ft.- Reflective Yellow Strips	\$2,700.00
Concrete wheel Stop 6 ft. - Reflective Yellow Strips	\$3,500.00

Note:

We hereby propose to furnish the materials and perform the labor necessary for the completion of.

J Lugo's Construction, LLC
PO Box 1749
Hermiston, OR 97838



This estimate is valid for 30 days

DOWNTOWN REVITALIZATION APPLICATION

Date Received: _____

BUILDING/BUSINESS NAME: Columbia Appliance

ADDRESS: 1110 6th Street Unadilla

Please include the following items to complete your application:

- Application with Owner Authorization {if the Applicant is not the property owner}
- Lease Agreement or Letter of Intent to Lease between property owner and tenant
- "Before" photographs of the property
- Any architectural drawings, plans, elevations, or sketches related to this project {for construction projects}
- Proof of funds needed to complete proposed project
- Applicants W-9

APPLICANT INFORMATION

Name:	<u>Emilio Alvarez</u>	Property Address:	<u>1110 6th Street</u>
Mailing Address:			
Phone:	<u>591-570</u>	Email:	

PROPERTY OWNER INFORMATION (If different from Applicant)

Name:		Property Address:	
Mailing Address:			
Phone:		Email:	

PROJECT INFORMATION

Project Name: ~~Front Porch~~ Fence Extension

Project Start Date: 11/9/2022 Anticipated Completion Date: 12/9/2022

Project Cost: \$7,1036.50

Please provide a general description of the overall project scope.

<u>Extend Exterior fence to front of building</u>

How does your proposed project help the City accomplish its goals and objectives?

Our project will help improve the look of our business and by extension the look of the City

Will you be applying for or have you applied for other City grants? Yes No

If yes, which grant: _____ Amount: _____ When: Spring

PROJECT BUDGET (please attach any bids received for this project-if over \$10,000)

ACTIVITY	CONTRACTOR/VENDOR	COST ESTIMATE
Fence	Dr HVAC & Refrigeration LLC	\$7,636.50
TOTAL	\$	7,636.50

PUBLIC INFORMATION NOTICE

All information submitted by Applicants shall be public records and subject to disclosure pursuant to the Oregon Public Records Act {ORS 192.410 et seq.}, except such portions for which Applicant requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the Applicant claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it "CONFIDENTIAL," and provide separate notice in writing of the status of this material to the official contact.

OWNER AUTHORIZATION (Only required if Applicant is not the property owner)

I, Emilio Alvarez, am the owner of the property located at 1110 6th Street in Umatilla, Oregon. I hereby give authorization for Emilio Alvarez, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences.

Name of Owner: Emilio Alvarez

Signature of Owner: Emilio Alvarez // Date: 11-9-22

STATEMENT OF UNDERSTANDING AND CERTIFICATION BY APPLICANT

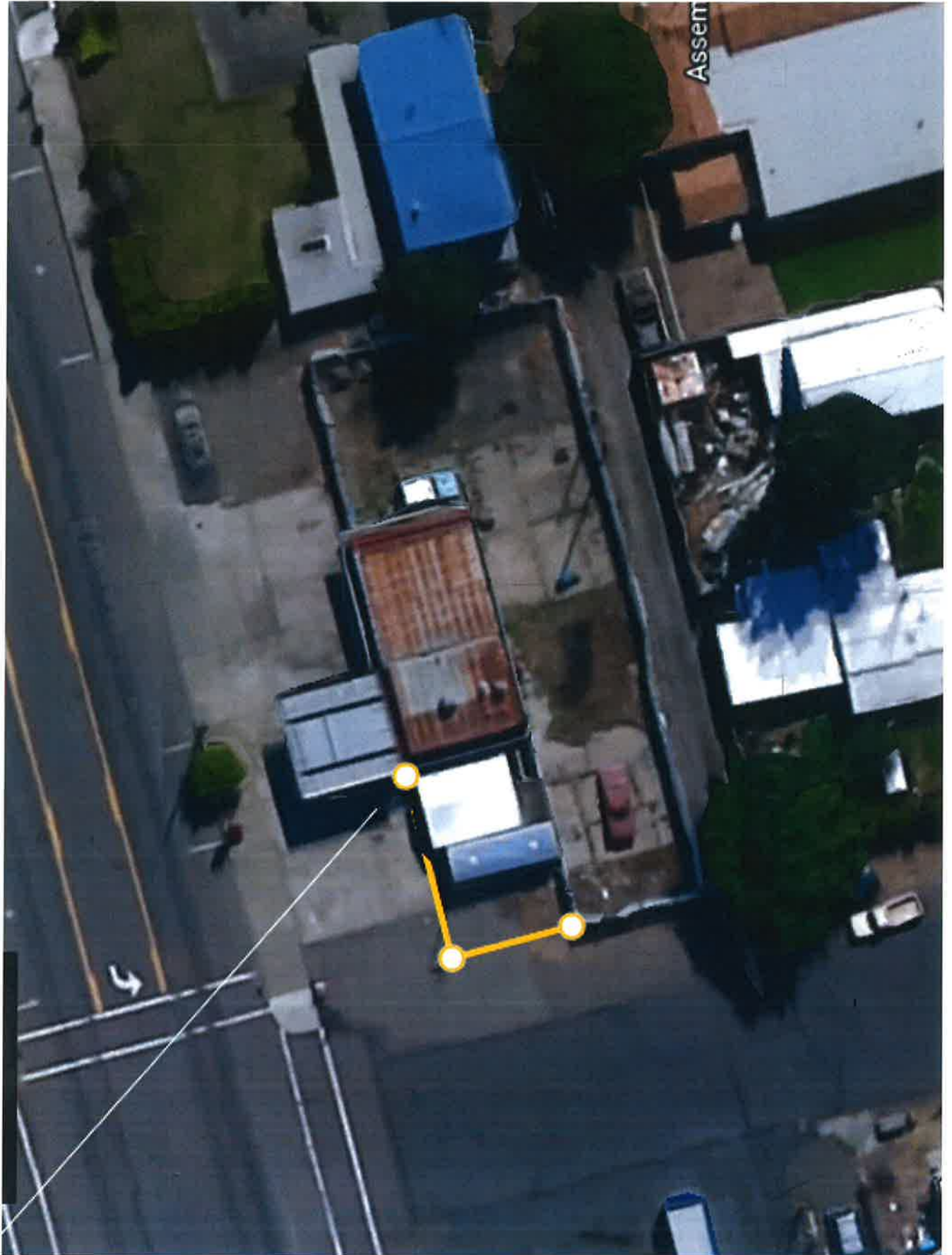
I, Emilio Alvarez, {The Applicant} certify that I am authorized to sign on behalf of the Applicant entity. I understand that the City Council must approve the proposed project in writing in order to be eligible for reimbursement. Certain changes or modifications may be required by staff prior to final approval. A Notice of Award will not be issued before CDD has received the necessary bids for the approved work. Any work started before a Notice of Award is issued may not be eligible for reimbursement. Furthermore, changes to the scope of work must be approved by CDD prior to initiating the work in order for that work to be eligible for reimbursement.

If approved, the applicant hereby authorizes CDD, and those acting within the City's authority, to use before and after photographed images of this project, both in print and online.

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant's knowledge. Verification of any of the information contained in this application may be obtained by staff.

Name of Applicant: Emilio Alvarez

Signature of Applicant: Emilio Alvarez // Date: 11-9-2022





ESTIMATE	#81
TOTAL	\$13,216.50

Dr. Hvac & Refrigeration LLC

Jorge Mendoza
 1611 7th Street
 Umatilla, OR 97882

CONTACT US
 81992 Hwy 395 N
 Umatilla , OR 97882



(541) 561-9391
 Dr.hvacandrefrigeration@yahoo.com

ESTIMATE

Services	amount
Custom Services -	\$13,216.50
Fence	
Material 5001.50	
Labor 2,635	
Wall	
Material 2,780	
Labor 2,800	
Total	\$13,216.50

We Appreciate Your Business

DOWNTOWN REVITALIZATION APPLICATION

Date Received: 10/31/22

BUILDING/BUSINESS NAME: OLD RICK'S

ADDRESS: 610 6th St Umatilla

Please include the following items to complete your application:

- Application with Owner Authorization {if the Applicant is not the property owner}
- Lease Agreement or Letter of Intent to Lease between property owner and tenant
- "Before" photographs of the property
- Any architectural drawings, plans, elevations, or sketches related to this project {for construction projects}
- Proof of funds needed to complete proposed project
- Applicants W-9

APPLICANT INFORMATION

Name:	<u>Old Rick's</u>	Property Address:	<u>610 6th St Umatilla</u>
Mailing Address:	[REDACTED]		<u>Umatilla OR 97882</u>
Phone:	[REDACTED]	Email:	[REDACTED]

PROPERTY OWNER INFORMATION (If different from Applicant)

Name:	<u>Hat Rock Capital LLC</u>	Property Address:	<u>610 6th St Umatilla</u>
Mailing Address:	[REDACTED]		[REDACTED]
Phone:	[REDACTED]	Email:	[REDACTED]

PROJECT INFORMATION

Project Name: New parking lot

Project Start Date: 11/15/2022 Anticipated Completion Date: 12/15/2022

Project Cost: 16,000⁰⁰ to 22,000⁰⁰ estimate

Please provide a general description of the overall project scope.

Dispose old debris, tack bonding purposes of new asphalt, grade Rock - proper drainage, layout striping parking stalls, handicap spaces

Site plan |

How does your proposed project help the City accomplish its goals and objectives?

Contribute to pedestrians, handicap -
Visual appearance

Will you be applying for or have you applied for other City grants? Yes No

If yes, which grant: Local Business Amount: 21024.83 When: 1st QTR 2021-22

PROJECT BUDGET (please attach any bids received for this project-if over \$10,000)

ACTIVITY	CONTRACTOR/VENDOR	COST ESTIMATE
TOTAL		\$

PUBLIC INFORMATION NOTICE

All information submitted by Applicants shall be public records and subject to disclosure pursuant to the Oregon Public Records Act {ORS 192.410 et seq.}, except such portions for which Applicant requests exception from disclosure consistent with Oregon law. Any portion of a submittal that the Applicant claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501(2) and ORS 192.502(4). Applicant must clearly identify such material, by marking it "CONFIDENTIAL," and provide separate notice in writing of the status of this material to the official contact.

OWNER AUTHORIZATION (Only required if Applicant is not the property owner)

I, Hat Rock Capital, LLC, am the owner of the property located at Old Nick's in Umatilla, Oregon. I hereby give authorization for Old Nick's, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences. parking lot

Name of Owner: Hat Rock Capital, LLC

Signature of Owner: by: Kenneth Turner // Date: 10-28-22

STATEMENT OF UNDERSTANDING AND CERTIFICATION BY APPLICANT

I, _____, {The Applicant} certify that I am authorized to sign on behalf of the Applicant entity. I understand that the City Council must approve the proposed project in writing in order to be eligible for reimbursement. Certain changes or modifications may be required by staff prior to final approval. A Notice of Award will not be issued before CDD has received the necessary bids for the approved work. Any work started before a Notice of Award is issued may not be eligible for reimbursement. Furthermore, changes to the scope of work must be approved by CDD prior to initiating the work in order for that work to be eligible for reimbursement.

If approved, the applicant hereby authorizes CDD, and those acting within the City's authority, to use before and after photographed images of this project, both in print and online.

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Applicant's knowledge. Verification of any of the information contained in this application may be obtained by staff.

Name of Applicant: Charlotte Baxter

Signature of Applicant: Charlotte Baxter // Date: 10/31/22



Asphalt Private Estimate

Tri-River Paving: 6305 Chapel Hill Blvd # J102 Pasco, WA. 99301

Phone/Email: 509-518-3537/ triverpaving@gmail.com

CUSTOMER:

John Baxter

ESTIMATE NO: D22-42

DATE:

3/22/2022

ADDRESS:

610 6TH St.

CITY/STATE/ZIP:

Umatilla, OR 97801

PHONE:

541-667-7372

E-MAIL:

SALESPERSON:

David Bjurlin

PROJECT:

overlay

PREPARED BY:

David Bjurlin

ATTENTION:

John Baxter

PAYMENT TERMS:

50% down balance due upon completion.

DUE DATE:

Date completed

QUANTITY	DESCRIPTION	Column1	AMOUNT	
Sq. ft. = 7,821	Item 1: Total Sq. Ft. to be paved.			
Loads = 0	Item 2: Load and Dispose of asphalt, concrete or other debris.			
Tack = 25 gallons	Item 3: Tack for bonding purposes of new asphalt to old.		\$650.00	
Tons = 0	Item 4: Install 5/8" base course grade rock. Grade and compact for proper drainage.			
Tons = 105	Item 5: Install 2" HMA (ASPHALT).		\$13,686.75	
Striping = 14	Item 6: Layout and striping of parking stalls, handicap spaces and wheel stops installed.		\$520.00	
Hrs = 4	Item 7: Prep work Hours		\$1,000.00	
Day(s) = 1.5	Mobilization Charge: Equipment and trucking. \$750 Per day of work performed. Unless equipment can be staged.		\$1,125.00	
Subtotal:			\$16,981.75	
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:			TAX RATE 0.00%	
Any additional Sq. Footage or asphalt tonnage including additional grade rock is at customers expense. Not responsible for any underground utilities or water lines, irrigation etc. Locates are at customer expense and responsibility of customer prior to start of work. Required 50% down payment prior to start of any work. 3.5% Charge for any credit card payments. Payment due upon completion.			SALES TAX	
			OTHER	
			TOTAL	\$16,981.75

Sign Below to Accept Quote:

Authorized Rep: _____

Date: _____

Blue Mountain Asphalt and Landscaping, Inc.

3397 Isaacs Ave
 Walla Walla, WA 99362
 Phone: (509) 540-9014

Estimate

Date	Estimate #
10/28/2022	0001

Name / Address
Ken Peterson 610 6th St. Umatilla, OR 97801

Project

Description	Qty	Rate	Total
Mobilization Fee	1	1,200.00	1,200.00
Prep existing parking lot surface, and apply tack coat		3,500.00	3,500.00
Patch existing asphalt that is open to existing grade, pre-level 1/2", 1 1/2" top level for total 2" combined overlay		16,800.00	16,800.00
Parking Stalls, ADA, Bump Stops		1,000.00	1,000.00
This quote is good for 30days. Any changes need to be made will be authorized via phone or by e-mail.		Total	\$22,500.00

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution 19-2023 - A resolution authorizing the City Manager to sign an amendment to the existing agreement with the State of Oregon Department of Environmental Quality for a Clean Water State Revolving Fund Loan, Agreement No. R93053	Meeting Date: 2022-11-15
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: \$260,500 Amount Budgeted: 260,500	Fund(s) Name and Number(s): Sewer - 03
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Reviewed by Finance Department: Yes	Previously Presented: 07/07/2020
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Attachments to Agenda Packet Item:

[RES 19-2023.docx](#)

[Umatilla R93053 Loan Amendment #1.pdf](#)

Summary Statement: Motion to approve Resolution 19-2023

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

RESOLUTION NO. 19-2023

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE EXISTING AGREEMENT WITH THE STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A CLEAN WATER STATE REVOLVING FUND LOAN, AGREEMENT NO. R93053.

WHEREAS, the City Council had previously authorized the Mayor to enter into Clean Water State Revolving Fund Loan Agreement No. R93053 with the State of Oregon acting by and through its Department of Environmental Quality, for a loan of \$234,000 to be used for the city’s Wastewater Facilities Plan Update; and

WHEREAS, the City also secured a \$20,000 technical assistance grant from Business Oregon to be used for the city’s Wastewater Facilities Plan Update; and

WHEREAS, the project has been completed for a total project cost of \$260,500 and the attached Amendment 1 is necessary to close out the project.

NOW THEREFORE, The City of Umatilla Resolves as Follows:

1. That the City Manager of the City of Umatilla is authorized to sign an Amendment 2 to Clean Water State Revolving Fund Loan Agreement No. R93053 on behalf of the City.

Approved by the Council and signed by the Mayor this 15th day of November, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT NO. R93053
AMENDMENT NO. 1
CITY OF UMATILLA**

This Amendment No. 1 (“Amendment”) to Loan Agreement No. R93053 (the “Loan Agreement”) is executed between the STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”) and City of Umatilla (the “Borrower”), effective as of the Effective Date indicated below. Capitalized terms used in this Amendment which are not defined herein have the meanings assigned to them in the Loan Agreement.

The purpose of this amendment is to increase the planning loan amount by \$26,500 and update Appendices A and B and the Loan Reserve Requirement accordingly.

Date of Loan Agreement: February 22, 2021

The parties agree as follows:

1. **EFFECTIVE DATE.** This Amendment is effective on the date that it is fully executed and approved as required by applicable law.

2. **AMENDMENTS TO AGREEMENT.**
 - a. ARTICLE 1(C) is amended and restated as follows:

“(C) LOAN AMOUNT: \$260,500.”

 - b. The second sentence of ARTICLE 5(C)(1) is amended and restated as follows:

“Until the Final Loan Amount is calculated, the Loan Reserve Requirement is \$26,567.”

 - c. The attached “Appendix A: Repayment Schedule” replaces the current “Appendix A: Repayment Schedule” in its entirety.

 - d. The attached “Appendix B: *Estimated* CWSRF Loan Disbursement Schedule” replaces the current “Appendix B: *Estimated* CWSRF Loan Disbursement Schedule” in its entirety.

3. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **ORIGINAL AGREEMENT.** Except as expressly amended above, the terms and conditions of the Loan Agreement shall remain in full force and effect. The Borrower certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

BORROWER: CITY OF UMATILLA

By: _____

Date: _____

Typed Name: _____

Title: _____

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Date: _____

Jennifer Wigal, Administrator
Water Quality Division

APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
 STATE REVOLVING FUND LOAN PROGRAM
REPAYMENT SCHEDULE

BORROWER:	City of Umatilla	ANNUAL INTEREST RATE:	0.54%
SRF LOAN NO.:	R93053	TERM IN YEARS:	5
LOAN AMOUNT:	\$ 260,500	PAYMENT AMOUNT:	\$ 29,337
		ANNUAL FEE:	0.0%

Due Date	Pmt#	----- PAYMENT -----				Principal Balance
		Principal	Interest	Fees	Total	
						260,500
8/1/2023	1	0	1,640	0	1,640	260,500
2/1/2024	2	28,634	703	0	29,337	231,866
8/1/2024	3	28,711	626	0	29,337	203,155
2/1/2025	4	28,788	549	0	29,337	174,367
8/1/2025	5	28,866	471	0	29,337	145,501
2/1/2026	6	28,944	393	0	29,337	116,557
8/1/2026	7	29,022	315	0	29,337	87,535
2/1/2027	8	29,101	236	0	29,337	58,434
8/1/2027	9	29,179	158	0	29,337	29,255
2/1/2028	10	29,255	79	0	29,334	0
TOTALS		<u>260,500</u>	<u>5,170</u>	<u>0</u>	<u>265,670</u>	
REQUIRED LOAN RESERVE:			\$ 26,567			

APPENDIX B: ESTIMATED DISBURSEMENT SCHEDULE

Borrower:	City of Umatilla		
Loan #:	R93053		
Int. Rate:	0.54%		
1st Pmt:	8/1/2023		
Date Calculated:			11/7/2022
Disb.	Disb.		Disb.
Number	Amount		Date
1	122,708		2/9/2022
2	55,049		6/28/2022
3	50,000		9/1/2022
4	6,243		11/1/2022
5	26,500		2/1/2023
TOTAL:	260,500		

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Trucks on Willamette Ave	Meeting Date: 2022-11-15
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Department: Community Development	Director: Brandon Seitz	Contact Person: Jacob Foutz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

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

[06-81.pdf](#)

[Colo Google Map.pdf](#)

<u>Summary Statement:</u> Colo Logistics approached staff with a solution to their trucks getting stuck down by the dam.
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<u>Consistent with Council Goals:</u> Goal 3: Enhance and Cultivate Relationships and Partnerships.

Resolution No. 6-81

WHEREAS, City Ordinance #426 provides for traffic control; "Regulate Vehicular Traffic and Parking on the Streets of the City of Umatilla and to Provide Penalties for Violation Thereof;" and

WHEREAS, City Ordinance #426 further provides by Section 2.000 that the City Council may designate by Resolution traffic controls Limiting or Prohibiting truck traffic in areas of the City.

NOW THEREFORE BE IT RESOLVED, that through truck traffic is prohibited on Willamette Avenue, and also prohibits on streets intersecting with Willamette Avenue, except in any emergency situation while may be declared by the Council, City Administrator or Chief of Police; said prohibition to take affect upon posting of proper traffic control signs; and the temporary removal of said prohibition; upon the declaration by authorized person to similarly take effect only upon posting of proper traffic control signs.

PASSED by the Council and APPROVED by the Mayor this 18th day of August, 1980.


REGIS R. KAISER, MAYOR

ATTEST:


Vicki L. Smith, City Recorder

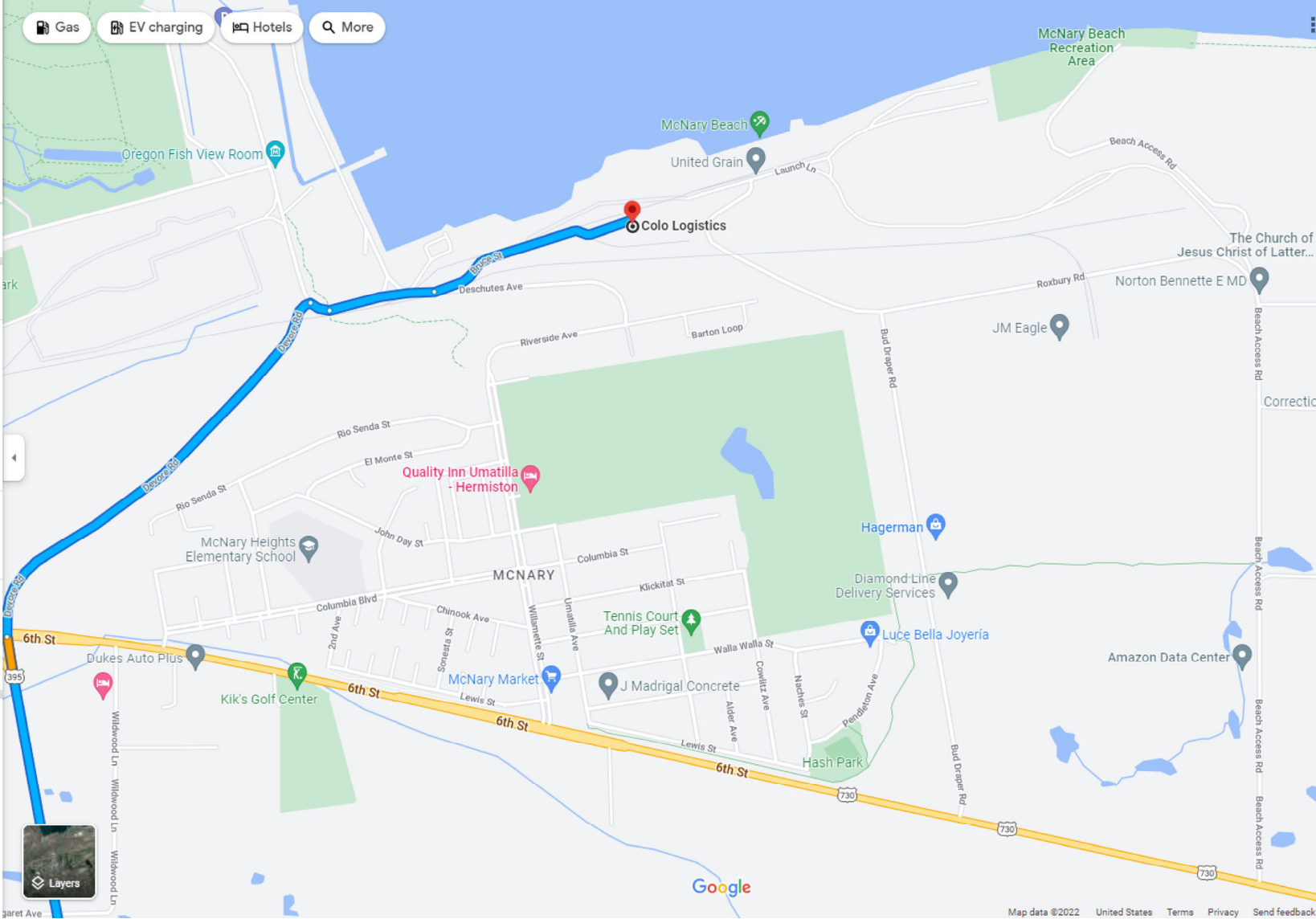
Resolution # 6-81

Options

-
- 13 min**
 6.7 miles
 Fastest route now due to traffic conditions
 ⚠️ This route has restricted usage or private roads.
[Details](#)
 - 17 min**
 8.5 miles
 - 16 min**
 8.6 miles

Explore Colo Logistics

- Restaurants
- Hotels
- Gas stations
- Parking Lots
- More



CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Cascade Natural Gas Corporation - Franchise Agreement	Meeting Date: 2022-11-15
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: NA	

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

[ORD 719.pdf](#)

Summary Statement: Cascade Natural Gas Corporation's existing franchise agreement is set to expire at the end of November and needs to be renewed. Staff is proposing to renew the existing franchise agreement with no changes.
--

Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.

ORDINANCE NO. 719

AN ORDINANCE GRANTING TO CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A NATURAL AND/OR ARTIFICIAL GAS DISTRIBUTION SYSTEM IN THE CITY OF UMATILLA, OREGON.

THE CITY OF UMATILLA, OREGON, DOES ORDAIN AS FOLLOWS:

SECTION 1. Cascade Natural Gas Corporation (hereafter called the "Grantee"), a Washington corporation, its successors and assigns, is hereby granted the right, privilege and franchise to construct, maintain and operate in, through and along the present and future streets, alleys, parkings, public and other places in the City of Umatilla, Oregon, (hereafter called the "City"), mains, pipes, reducing and regulating stations, boxes, laterals, conduits and connections, including service connections, together with all the necessary appurtenances for the purpose of supplying gas for heat, power, light or other purposes to the City and inhabitants thereof, for the full term of this franchise, subject however, to the limitations herein set forth and provided. PROVIDED, FURTHER that this grant is a non-exclusive grant.

SECTION 2. The rights, privileges and franchise hereby granted to and conferred upon the Grantee shall, unless this franchise be sooner terminated extend for the full term of twenty (20) years from November 19, 2002 upon acceptance hereof by the Grantee.

SECTION 3. This ordinance and the written acceptance thereof by the Grantee shall constitute the contract between the City and the Grantee. All rights and privileges granted, and duties imposed by this ordinance upon the Grantee shall extend to and be binding upon its successors, legal representatives or assigns, but this privilege and the rights granted under this ordinance cannot be transferred by the Grantee, either by assignment, sale, merger, consolidation, operation of law or otherwise without first obtaining the written consent of the City thereto, to be expressed by an ordinance. Notwithstanding anything to the contrary herein contained, permission is hereby granted to the Company to mortgage this franchise, together with the gas utility facilities and properties of the Company, within the City to secure any legal bond issue or other bona fide indebtedness of the Company, with no requirement that the trustees file any acceptance of this franchise and the liabilities and obligations of said trustees shall in any event be limited to the properties and assets of the Company comprising the trust estate.

SECTION 4. All of the Grantee's gas property and facilities shall be constructed and maintained in good order and condition at all times, and in accordance with standard engineering practices and all lawful governmental regulations. The City shall have the authority at all times to control and further by appropriate regulations the safety, convenience and welfare of the public, and the location, elevation and manner of construction and maintenance of the Grantee's gas property and facilities on the City streets and public places. Grantee agrees to promptly conform with all such regulations, providing such regulations by the City shall be in conformance with standard engineering practices, reasonable from the standpoint of the City's and the Grantee's operations and facilities, and that this authority be subject to the provisions of any applicable State Laws.

SECTION 5. All pipelines of the Grantee shall be laid in a manner that will not interfere with any present public or private irrigation or drain ditches, drains, sewers, water mains, conduits, sidewalks, paving or other public improvements. All required repairs thereto or replacements thereof shall be accomplished as provided in Section 6.

The City reserves the right to construct, change or repair any public improvements, and to change the grades of any streets, alleys, or sidewalks. The Grantee shall first be given written notice of such intention to change any streets, alleys or sidewalks where any part, or parts of the Grantee's distribution system may be involved. If any changes or repairs are required, Grantee shall, upon reasonable notice by the City and after reasonable evaluation of alternatives by the City in cooperation with the Grantee, at its own expense, lower, change or alter those pipe lines or appurtenances involved accordingly and in accordance with standard engineering practices and any regulations pertaining thereto. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Grantee shall not interfere with the conduits, water lines, drains, sewers, sidewalks, paving or other public improvements or public utilities or City-operated utilities therein. If practicable, no pipe line shall be laid closer than two (2) feet to any water mains or other pipe or conduit of other utilities.

SECTION 6. All earth, materials, sidewalks, paving, crossings, or improvements of any kind that are disturbed, injured or removed by the Grantee shall be fully repaired or replaced properly and promptly by the Grantee, and the Grantee shall protect and save harmless the City for any loss or damage thereon. The Grantee shall further be required to conform to any ordinance of the City with reference to cutting any streets or sidewalks and the replacement thereof.

Whenever deemed necessary the proper municipal authorities of the City shall have the right to appoint its engineer or a competent and experienced person to superintend and supervise the repairing or replacement of that portion of the public properties disturbed in the construction, laying, operations and maintenance of the Grantee's gas system, and the expense thereof shall be borne by the Grantee. Should the Grantee fail or refuse to restore and replace the public property to its approximately original condition within a reasonable period after completion of Grantee's construction, laying, removal, operating and maintaining work, then the same may be restored by the City at the expense of the Grantee.

SECTION 7. The Grantee shall, at all times during the term of this franchise, install and maintain at its own expense such service devices, street services, regulating and measuring devices (exclusive of meters), as may be necessary for supplying service to the consumers, such requirement extending only to the property line along the line of the main where the main is in the street, and to the abutting property line where the main is in the alley.

All reasonable extensions for supplying service to the consumers who are inhabitants of the City shall be made, supplied and furnished by the Grantee, under such reasonable rules and regulations as may be prescribed by the body or authority having jurisdiction thereover, in accordance with the provisions herein contained.

SECTION 8. The gas to be supplied to the City and its inhabitants shall be merchantable gas. Said gas shall be supplied to the consumers' meters at such reasonable pressure as may be prescribed by the Oregon Public Utility Commission. The rates, rules and regulations in respect to the condition, character, quality and standards of services to be furnished by the Grantee, and all such matters shall be that which is lawfully prescribed by the Oregon Public Utility Commission.

SECTION 9. The Grantee shall, at all times, keep maps and records showing the locations and sizes of all gas mains laid or owned by it in the City, and such maps and records shall be available to the officials of the City at all reasonable times.

SECTION 10. The Grantee, its successors and assigns, may make such reasonable rules and regulations for the protection of its property, the service to its customers and charges for said service, the prevention of loss and waste, safety measures, the conduct and operation of its business in respect to the sale or distribution of gas as may be advisable or necessary from time to time, all in accordance and conformity herewith and with existing laws and regulations.

SECTION 11. As compensation for the right, privilege and license herein granted, Grantee shall pay to the City an amount equal to three percent (3%) of the gross revenues collected from its customers for gas consumed within the City, gross revenue shall be computed by deducting from the total billings of the Grantee the total of all uncollectible items. Such compensation shall be due for each calendar quarter or fraction thereof, within (30) days from and after the close of such calendar quarter or fraction thereof. Within thirty (30) days after the termination of this privilege, compensation shall be paid for the period elapsing since the close of the last calendar quarter for which compensation has been paid. Calendar quarters are identified as January-March, April-June, July-September and October-December.

The Grantee shall keep accurate books of account for the purpose of determining the amounts due the City under this Section 11 of this ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time. The Council may require periodic reports from the Grantee relating to its operations and revenues within the City.

SECTION 12. In case of failure on the part of the Grantee, its successors or assigns, to comply with any of the provisions of this ordinance, or if the Grantee, its successors or assigns, do or cause to be done, any act or thing in violation of, or prohibited by this ordinance, the Grantee, its successors or assigns, shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease. PROVIDED, such forfeiture shall not occur nor take effect, until the City shall carry out the following proceedings:

Before the City may proceed to forfeit this franchise, it shall serve upon the District Manager of the Grantee, its successors or assigns, by registered mail, a written notice setting forth clearly and in detail the failure or violation complained of.

The Grantee, its successors or assigns, shall have ninety (90) days thereafter in which to comply with the conditions of this franchise. Should the failure or violation continue beyond the said

ninety (90) days, the City Council of the City at its sole discretion, shall have the right to forthwith determine that this franchise is forfeited.

PROVIDED, however, such failure, default or violation shall not constitute grounds for forfeiture of this franchise if due materially, substantially and reasonably to the act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war or war induced conditions, war preparation or bona fide legal proceedings beyond the control of the Grantee, its successors and assigns, or if such failure, default or violation does not materially and substantially affect the rights of the City and/or its inhabitants.

SECTION 13. The City reserves and has the right to pursue any remedy to compel or enforce the Grantee, its successors or assigns, to comply with the terms hereof, and furnish the service herein called for. The pursuance of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture for any reason herein stated, nor shall the delay of the City in declaring a forfeiture stop it from thereafter doing so, unless the action of the City shall have prevented, caused or contributed materially to the failure to perform to do the act or things complained of.

SECTION 14. The Grantee by its acceptance of this ordinance, for itself, its successors and assigns, covenants and agrees to and with the City of Umatilla at all times to protect and save harmless the said City from all claims, actions, suits, liability loss, expense or damage of every kind and description, which may accrue to or be suffered by person or persons arising out of the ownership, construction, or operation of said gas system or by reason of any infringement of any patent of any article or system used in the construction or use of said gas distributing system. Grantee agrees that during the life of its franchise, and/or renewal hereof, it will maintain in full force and effect, with a carrier or carriers satisfactory to the City the following:

- a. Compensation insurance complying with all the workmen's insurance and safety laws of the State of Oregon, and amendments thereto;
- b. Bodily injury liability insurance with limits of not less than \$100,000.00 each person and \$300,000.00 each occurrence;
- c. Property damage liability insurance with limits of not less than \$50,000.00 each accident and \$100,000.00 aggregate;

And nothing herein contained shall ever be held or construed so as to obligate the City of Umatilla, Oregon, for the responsibility of the Grantee.

SECTION 15. The percentage payment by Grantee for this franchise may be reviewed by the Grantee and the City every five years from the passage of this ordinance. In the event the City desires to review the rate of the franchise fee, it agrees it will give notice in writing to the Grantee not less than 60 days prior to the expiration of each five year period. In the event the City fails to notify the Grantee in accordance with this paragraph, the rate shall remain the same for the next five year period. Upon review, the percentage payment may be increased to correspond with the percentage payment generally charged for comparable franchises held by the

Grantee at the time of review. In no event shall the percentage payment be less than provided in Section 11 unless the City consents to a lesser payment.

SECTION 16. In the event that any sentence, clause, paragraph or section of this ordinance be held void by any Court, it shall not affect the balance hereof, and this ordinance shall become effective upon passage and approval by the City of Umatilla, Oregon, and its acceptance, in writing, by the Cascade Natural Gas Corporation, which must be filed with the City Clerk within thirty (30) days after the passage and approval by the Council of the City.

Passed by the City Council of the City of Umatilla, Oregon, this 7th day of January, 2003.

Voting yes, Council Members: Melvin Savage, Valerie Jorstad, David Trott,

George Fenton, Rick Funderburk and Robert Toliver

Voting no, Council Members: _____

Absent Council Members: _____

Abstaining Council Members: _____

Approved by the Mayor of the City of Umatilla, Oregon, this 7th day of January, 2003.



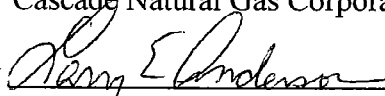
GEORGE HASH, MAYOR

ATTEST:



Linda Gettmann, City Recorder

The terms and conditions of the foregoing franchise Ordinance No. 719 are hereby accepted this 15th day of January 2003.

Cascade Natural Gas Corporation
By 

Vice President,
Safety & Engineering

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Employee Handbook Updates	Meeting Date: 2022-11-15
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Jon Egan	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

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

[Handbook Review Memo 11.10.22.docx](#)

Summary Statement: Discussion only
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Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

MEMORANDUM



TO: MAYOR DEDRICK AND CITY COUNCIL MEMBERS
CC: DAVID STOCKDALE, CITY MANAGER
MELISSA INCE, FINANCE AND ADMINISTRATIVE SERVICES
DIRECTOR
FROM: JONATHAN EGAN, HR MANAGER
SUBJECT: EMPLOYEE HANDBOOK UPDATE
DATE: 11/10/2022

This memo provides an overview of changes being made to the Employee Handbook. These changes reflect best practices, as identified from the City’s insurance provider, bring the City in compliance with new legislation, and bring consistency between employee groups.

- Updated definitions
- Updated locations of City facilities
- Updated “No-Discrimination, No-Retaliation” and “No-Harassment” policies to include references to the CROWN Act.
- Updated Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA) sections.
- Updated EEO related policies related to harassment, discrimination, and retaliation.
- Included BOLI Meal and Break rules
- Clarified Compensatory Time policy
- Updated policies on “Whistleblowing”
- Updated Performance Review policy
- Updated VEBA amounts to reflect bargaining agreement amounts
- Removed specific sections that are now discussed in collective bargaining agreements.
- Updated pronouns from “his/her” to “their”
- Clarified Vacation policy and added new tier (to replace the longevity policy)
- Added Working During a Holiday policy
- Added Leave Donation policy
- Added Crime Leave Policy

- Added Domestic Violence Leave and Accommodation policy
- Updated Alcohol/Drug Use, Abuse and Testing policy
- Updated Mobile Devices Policy, Social Media policy, and Electronic Equipment Policy
- Updated Prohibited Conduct policy
- Updated Employee Assistance Program (EAP) provider information
- Added Clothing Allowance policy
- Added Archiving Electronic Communications section
- Updated Workplace Violence policy
- Updated Grievance procedure
- Updated Final Paycheck policy
- Added References policy
- Updated Criminal Arrests and Convictions policy

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

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

Meeting Date:

2022-11-15

Department:

City Administration

Director:

David Stockdale

Contact Person:

Dave Stockdale

Phone Number:

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

No

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

n/a

Consistent with Council Goals:

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