

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

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1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT**
  - 5.1 FCS Group Presentation - Rate Study and System Development Charge Analysis  
*Suggested Action: No action needed.*
  - 5.2 **COVID-19 Update** *Suggested Action: Discussion will include current activities from the City to assist local businesses and regional solutions.*
6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.
7. **CONSENT AGENDA**
  - 7.1 Paid Invoices *Suggested Action: Motion to approve.*
8. **PUBLIC HEARING**
9. **NEW BUSINESS**

- 9.1 Ordinance No. 843 - An ordinance granting to Umatilla Electric Cooperative and its successors and assigns, a nonexclusive right and franchise for a period of twenty (20) years to construct, maintain and operate, in, on and under the present and future streets, alleys, bridges and public places of the City of Umatilla, Umatilla County, Oregon, electric light, power lines and appurtenances for the purpose of supplying electricity and electric service to the City of Umatilla, the inhabitants thereof and others, subject to the terms and conditions and to the making of the payments specified in the ordinance, and providing for the repeal of Ordinance No. 797 of the City of Umatilla, passed and approved March 3, 2015. *Suggested Action: The City's electrical franchise agreement cap with UEC was subject to re-negotiation this March. The current cap is \$500,000 annually. This ordinance proposes an increased cap of \$1 million in 2020-2024 and \$1.5 million in 2025-2029 and repeals the previous ordinance adopted in March 2015.*

*(a) Motion for first reading of Ordinance No. 843 by title only.*

*(b) Motion to approve Ordinance No. 843.*

- 9.2 Resolution No. 51-2020 - A resolution authorizing the Mayor to sign Intergovernmental Agreement No. 19-042 with the State of Oregon acting by and through its Department of Energy *Suggested Action: The State of Oregon acting by and through its Department of Energy wishes to enter into an intergovernmental agreement establish collaboration to perform services related to the review of Energy Facility Siting Council (EFSC) project-related documents. This agreement outlines the scope of City review and allows for City compensation up to \$5,000.*

*Motion to approve Resolution No. 51-2020*

- 9.3 Resolution No. 52-2020- A resolution authorizing the City to apply for a grant with Land and Water Conservation Fund from the Oregon Parks and Recreation Department for Development and Rehabilitation of Nugent Park and delegating authority to the City Manager to sign the application. *Suggested Action: City would like to apply for a grant for the Development and Rehabilitation of Nugent Park which would create a new picnic shelter, new playground, ADA access and parking improvements. The grant request is of \$250,000 and the required match is 50%, or \$125,000. Motion to approve Resolution 52-2020.*

- 9.4 Resolution No. 53-2020 - A resolution adopting a compensation plan for fiscal year 2020-21 and repealing pay plan and position levels of Resolution No. 47-2019 *Suggested Action: The employees' compensation plan is evaluated on an annual basis in conjunction with the annual budget process. City administration is recommending a modest cost-of-living adjustment (COLA) consistent with the Social Security Administration 2020 COLA of 1.6%. This wage scale will take effect July 1, 2020.*

*Motion to approve Resolution No. 53-2020.*

- 9.5 **Grant Administrator of Record for Community Development Block Grant (CDBG) Projects - Approval of Award Recommendation** *Suggested Action: The City recently issued a Request for Proposals (RFP) for Grant Administrator of Record for CDBG Projects. The selection committee has reviewed and scored the proposals received and is recommending award to Ducote Consulting, LLC. If Council approves the award recommendation, staff will issue the notice to award and begin contract negotiations.*

*Motion to approve award recommendation.*

10. **PUBLIC COMMENT**

11. **DISCUSSION ITEMS**

12. **MAYOR'S MESSAGE**

13. **COUNCIL INFORMATION & DISCUSSION**

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

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**City of Umatilla**



# Utility Rate & SDC Study

Doug Gabbard  
Wyatt Zimbelman

April 7, 2020



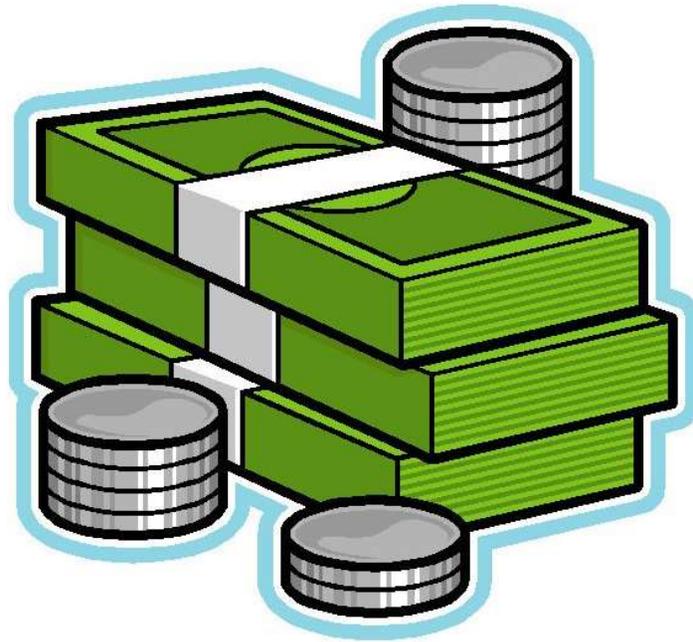
# Study Progress

| Status by Task                        | Gathering Data | Performing Analysis | Reviewing with City      | Refining Analysis | Communicating Results | Task Complete |
|---------------------------------------|----------------|---------------------|--------------------------|-------------------|-----------------------|---------------|
| Revenue requirement, wastewater       |                |                     |                          |                   |                       |               |
| Revenue requirement, water            |                |                     |                          |                   |                       |               |
| Cost-of-service analysis, wastewater  |                |                     |                          |                   |                       |               |
| Cost-of-service analysis, water       |                |                     |                          |                   |                       |               |
| Rate design, wastewater               |                |                     |                          |                   |                       |               |
| Rate design, water                    |                |                     |                          |                   |                       |               |
| System development charge, wastewater |                |                     |                          |                   |                       |               |
| System development charge, water      |                |                     |                          |                   |                       |               |
| System development charge, parks      |                |                     | <i>Suspended by City</i> |                   |                       |               |
| Construction excise tax               |                |                     |                          |                   |                       |               |



# Components of a Rate Study





## Revenue Requirement Analysis

*How much revenue should rates generate?*



# Key Assumptions

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## Annual Cost Inflation

- Salaries: 2.1%
- Benefits: 3.1%
- Other Operating Costs: 2.3%
- Construction Costs: 3.0%

## Annual Customer Growth Rates

- FYs 2019-20 through 2021-22: 2.5%
- FYs 2022-23 through 2037-38: 1.8%

## Operating Forecast

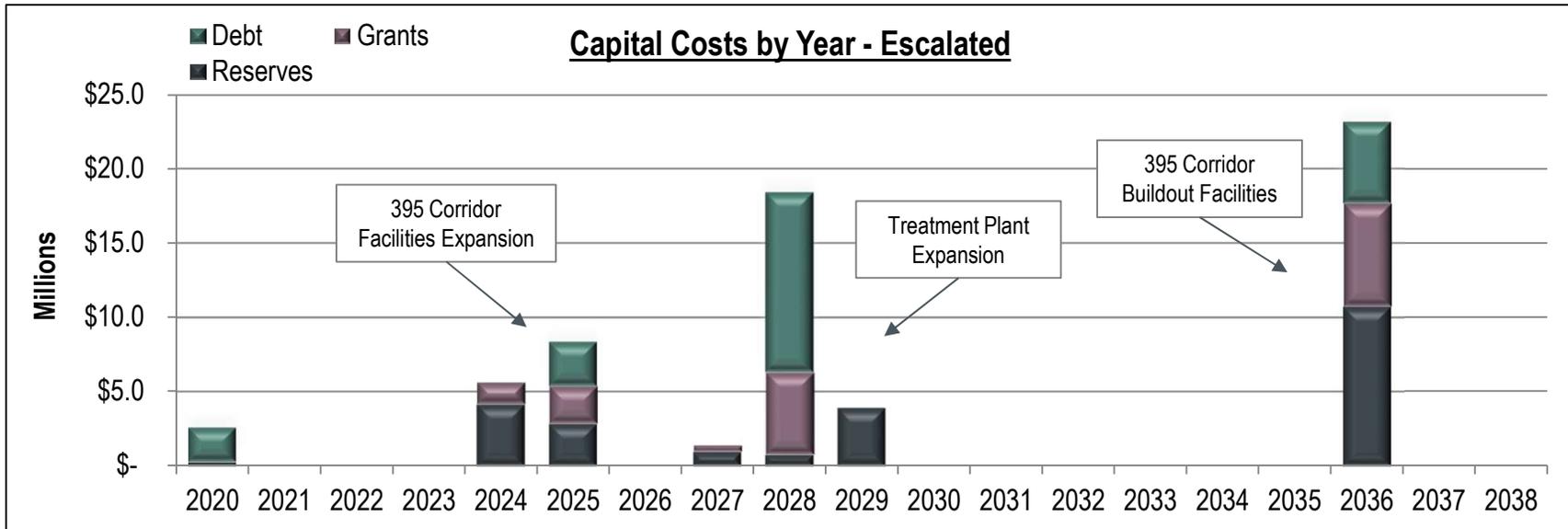
- Rate revenue based on FY 2018-19 actuals, validated with customer billing statistics
- Operating costs and non-rate revenues based on FY 2019-20 Budget
  - Adjusted for inflation in future years
- SDC revenue based on calculated SDCs

## Future Debt Issuance

- Interest Rate: 4.0% - 5.0%
- Repayment Term: 20 Years
- Issuance Costs: 1.0% of amount issued



# Capital Funding Forecast - Wastewater

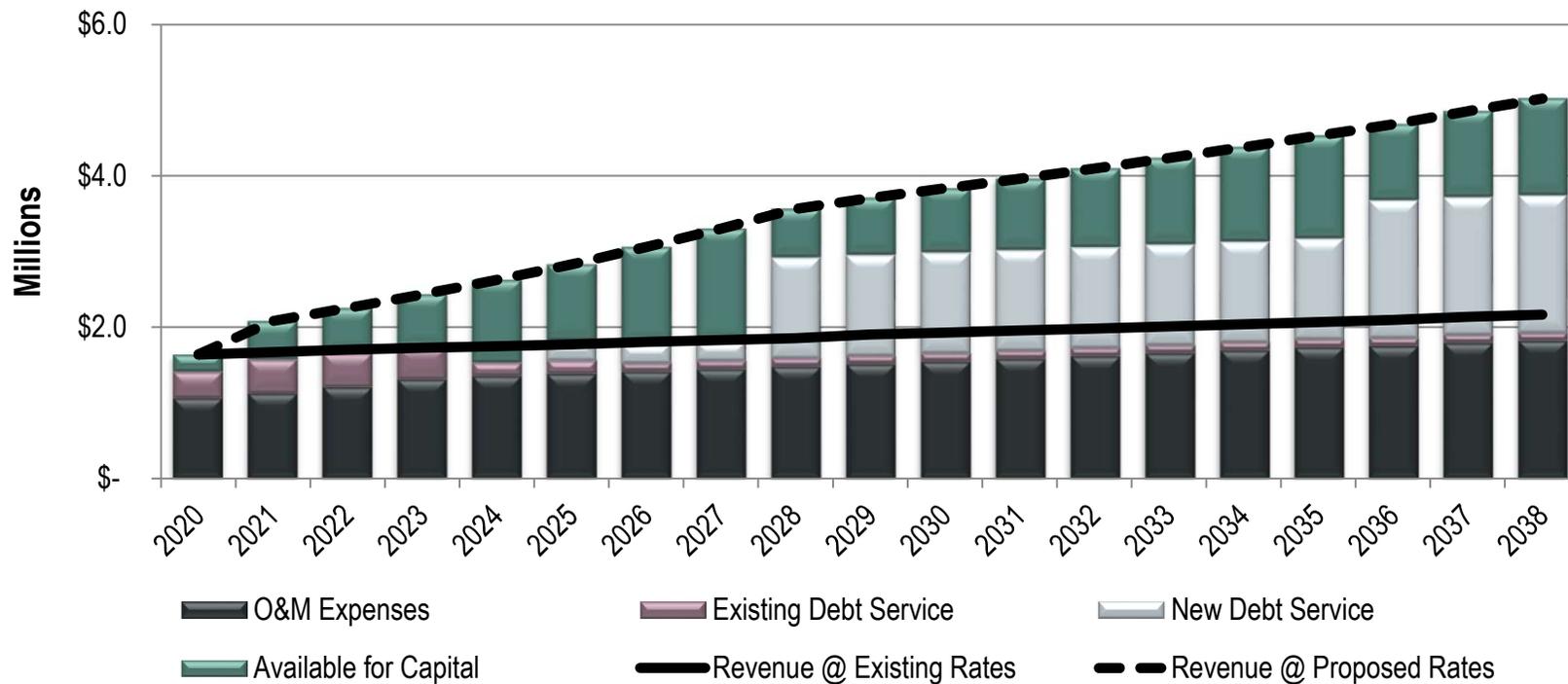


- ◆ **\$63.4 million in capital projects (escalated) from FYs 2019-20 through 2037-38**
  - WWTP Expansion: \$20.9M      – Reuse Pipeline: \$2.6M      – 395 Corridor Expansion: \$8.4M
  - SW Industrial Park: \$4.5M      – Army Depot: \$3.9M      – 395 Corridor Buildout: \$23.1M
- ◆ **Cash resources are expected to be insufficient to cover projected costs**

|                     | FY 2024-25     | FY 2027-28     | FY 2035-36     |
|---------------------|----------------|----------------|----------------|
| Bond Issuance       | \$3.0 million  | \$12.1 million | \$5.5 million  |
| Annual Debt Service | \$0.26 million | \$1.07 million | \$0.49 million |



# Revenue Requirement Forecast - Wastewater

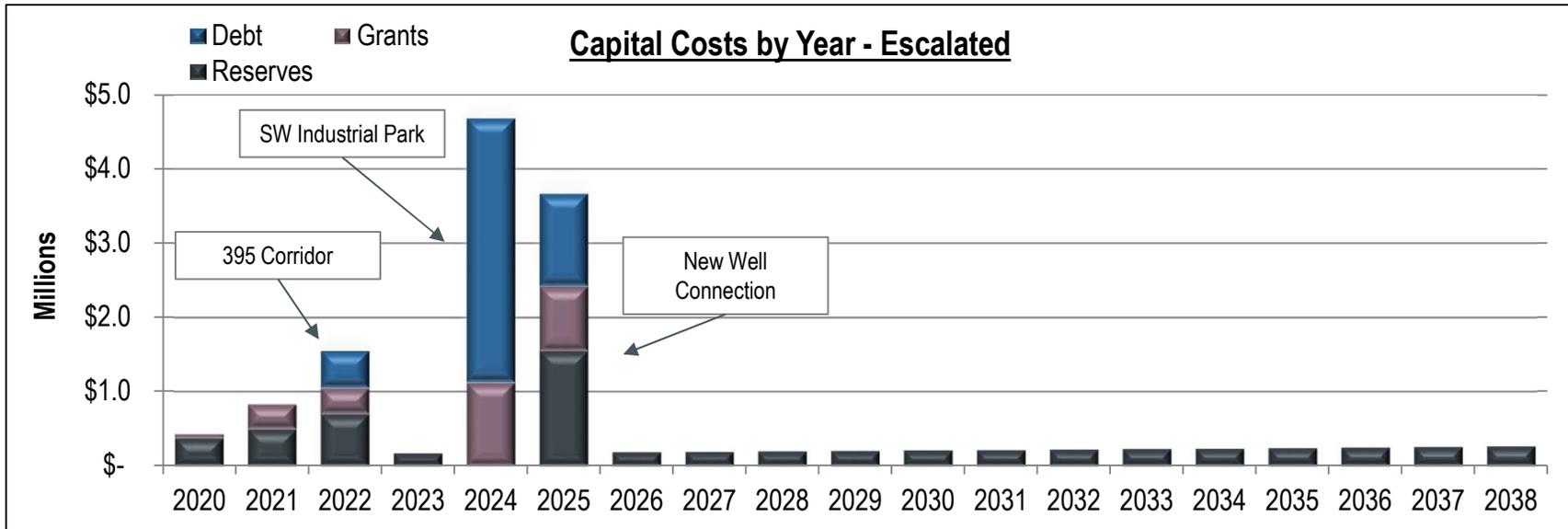


- ◆ **Rate increases are needed to cover new debt service and support capital projects**

| FY 2020-21 | FYs 2021-22 through 2027-28 | FYs 2028-29 on |
|------------|-----------------------------|----------------|
| 25.0%      | 6.5%                        | 2.0%           |



# Capital Funding Forecast - Water

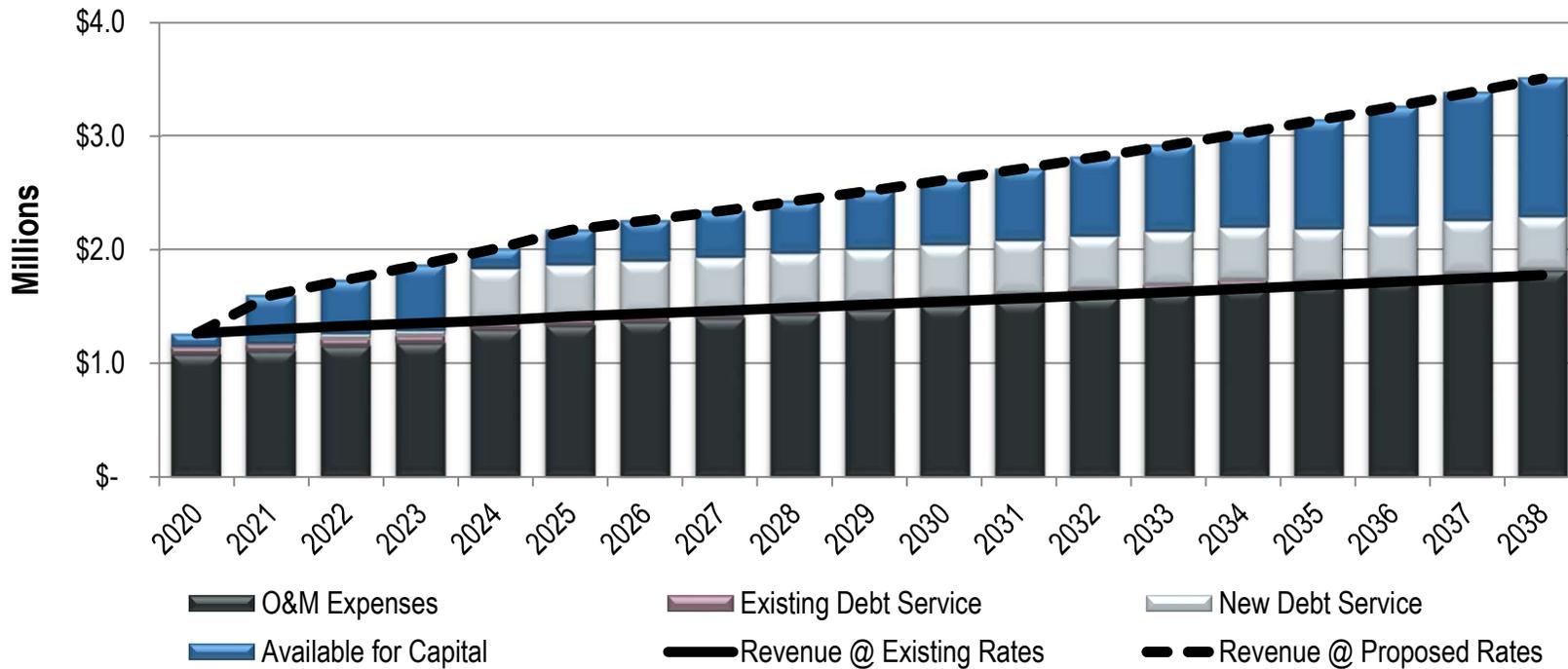


- ◆ **\$14.3 million in capital projects (escalated) from FYs 2019-20 through 2037-38**
  - Water Rights: \$770K
  - SW Industrial Park: \$3.4M
  - New Well Connection: \$4.6M
  - 395 Corridor: \$1.4M
  - Well & Pump Repairs: \$1.0M
  - Improvements/Repairs: \$2.7M
- ◆ **Cash resources are expected to be insufficient to cover projected costs**

|                     | FY 2021-22     | FY 2023-24     |
|---------------------|----------------|----------------|
| Bond Issuance       | \$0.5 million  | \$4.8 million  |
| Annual Debt Service | \$0.04 million | \$0.42 million |



# Revenue Requirement Forecast - Water



- ◆ Rate increases are needed to cover new debt service and support capital projects

| FY 2020-21 | FYs 2021-22 through 2024-25 | FYs 2025-26 on |
|------------|-----------------------------|----------------|
| 25.0%      | 6.0%                        | 2.0%           |

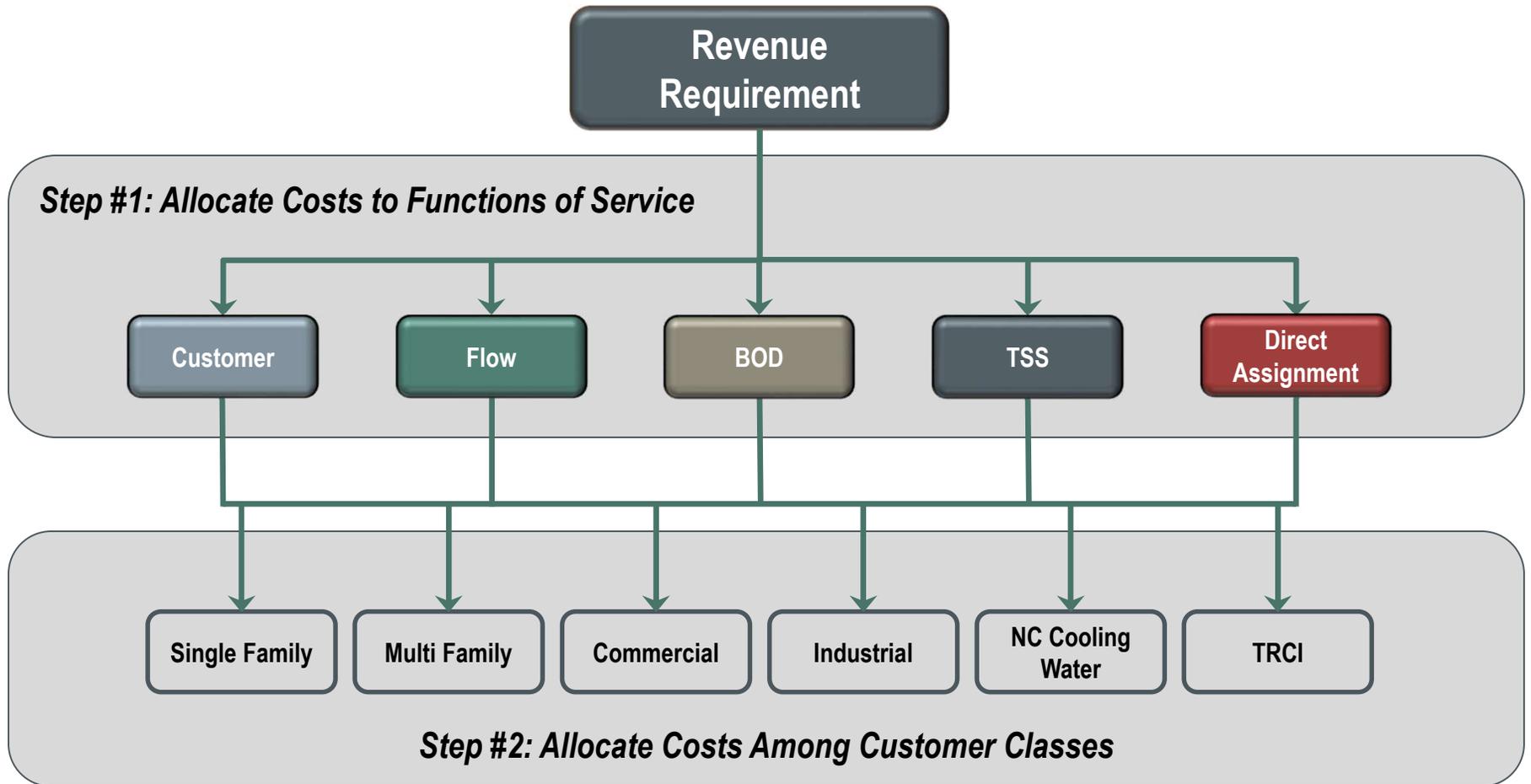


## **Cost-of-Service Analysis**

*How much should each customer class pay?*

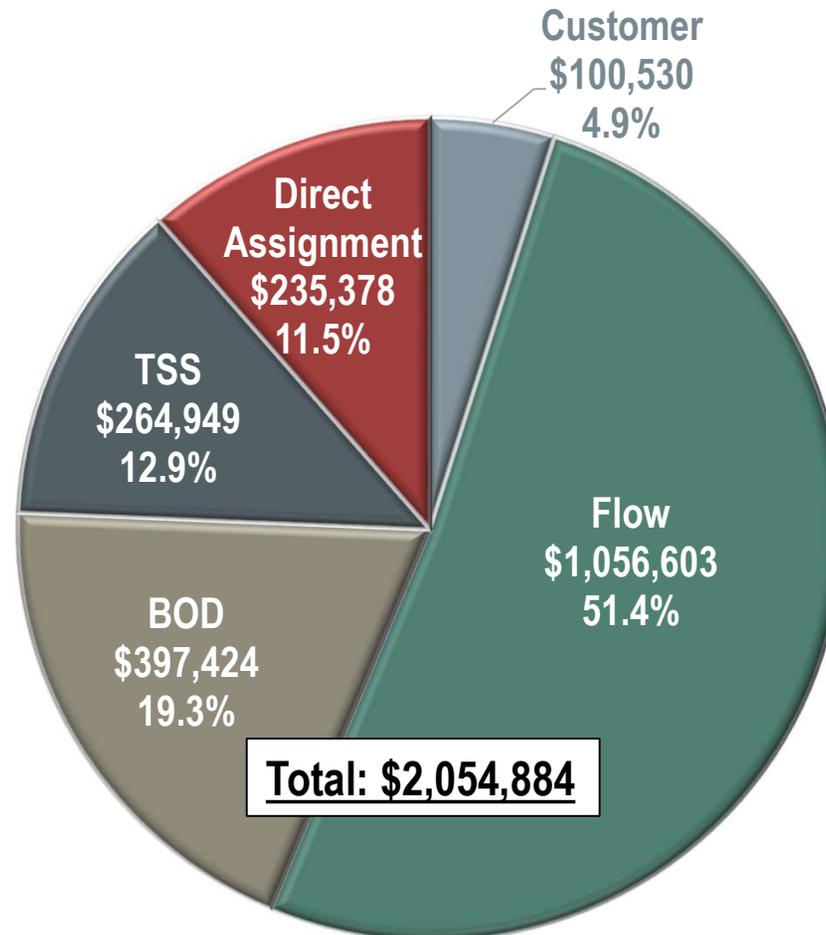


# Wastewater COSA Methodology





## Allocation of 2021 Wastewater Revenue Requirement





# Allocating Costs to Customer Classes

|                         | Customer    | Flow                            | BOD                            | TSS                            |
|-------------------------|-------------|---------------------------------|--------------------------------|--------------------------------|
| Allocation Basis        | Accounts    | Water Usage (kgal) <sup>1</sup> | BOD Loading (lbs) <sup>2</sup> | TSS Loading (lbs) <sup>2</sup> |
| Projected 2021 Metrics: |             |                                 |                                |                                |
| Single Family           | 1,420       | 86,657                          | 216,947                        | 277,387                        |
| Multi Family            | 77          | 18,583                          | 46,523                         | 59,484                         |
| Commercial              | 78          | 18,816                          | 53,701                         | 68,662                         |
| Industrial              | 8           | 3,031                           | 8,651                          | 11,062                         |
| NC Cooling Water        | 1           | 27,113                          | -                              | -                              |
| TRCI                    | <u>1</u>    | <u>61,435</u>                   | <u>264,039</u>                 | <u>179,115</u>                 |
| Total                   | 1,585       | 215,637                         | 589,861                        | 595,709                        |
| Percent of Total:       |             |                                 |                                |                                |
| Single Family           | 89.6%       | 40.2%                           | 36.8%                          | 46.6%                          |
| Multi Family            | 4.8%        | 8.6%                            | 7.9%                           | 10.0%                          |
| Commercial              | 4.9%        | 8.7%                            | 9.1%                           | 11.5%                          |
| Industrial              | 0.5%        | 1.4%                            | 1.5%                           | 1.9%                           |
| NC Cooling Water        | 0.1%        | 12.6%                           | 0.0%                           | 0.0%                           |
| TRCI                    | <u>0.1%</u> | <u>28.5%</u>                    | <u>44.8%</u>                   | <u>30.1%</u>                   |
| Total                   | 100.0%      | 100.0%                          | 100.0%                         | 100.0%                         |

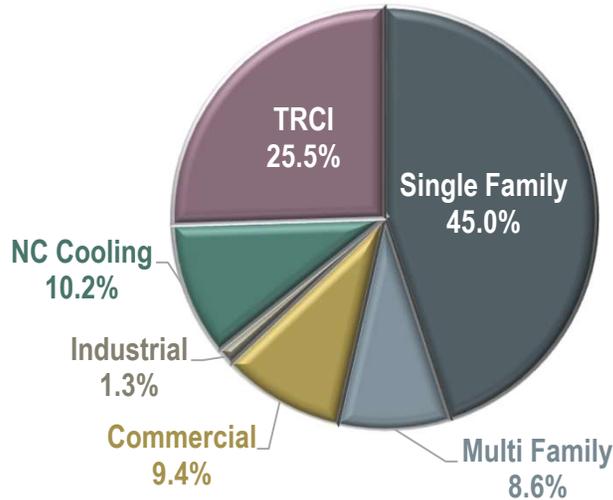
<sup>1</sup> Flow based on winter average water usage for Single Family & Multi Family, billed usage for all other classes

<sup>2</sup> Constituent loadings based on assumed strength by class, known loadings used for TRCI

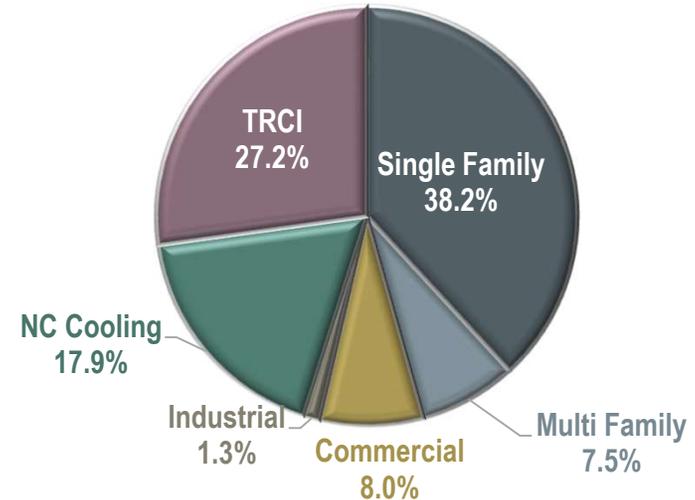


# Allocation of 2021 Revenue Requirement

**Cost Recovery Under Existing Rates**



**Allocated Cost of Service**

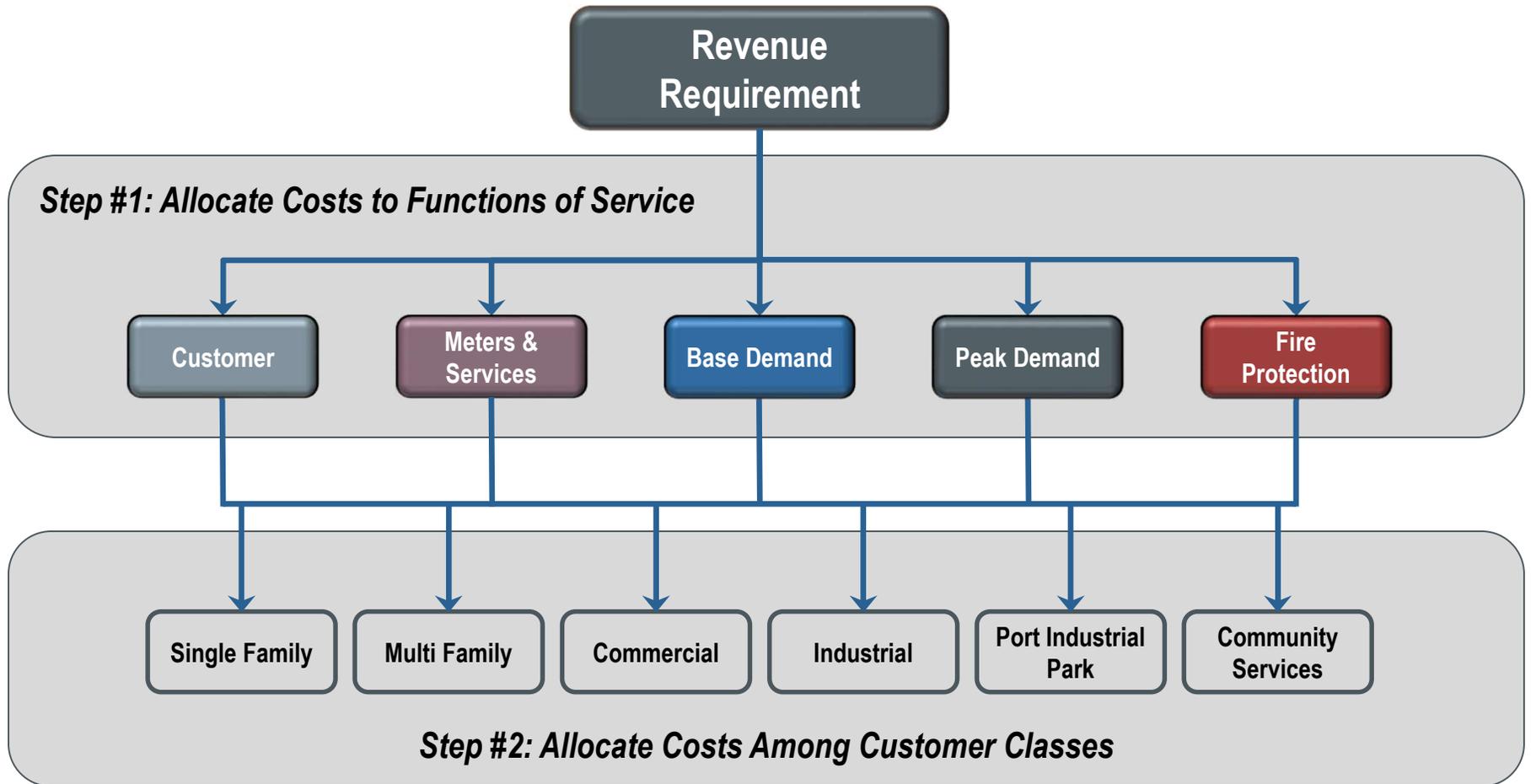


**Allocated Shares of 2021 Revenue Requirement by Function**

| Customer Class   | Customer          | Flow               | BOD               | TSS               | Direct Assignment | Total (COS)        | Current Cost Recovery | % Adj. to Reach COS |
|------------------|-------------------|--------------------|-------------------|-------------------|-------------------|--------------------|-----------------------|---------------------|
| Single Family    | \$ 90,086         | \$ 424,615         | \$ 146,170        | \$ 123,371        | \$ -              | \$ 784,242         | \$ 739,328            | +6.1%               |
| Multi Family     | 4,865             | 91,056             | 31,345            | 26,456            | -                 | 153,723            | 141,154               | +8.9%               |
| Commercial       | 4,965             | 92,198             | 36,181            | 30,538            | -                 | 163,882            | 154,134               | +6.3%               |
| Industrial       | 478               | 14,853             | 5,829             | 4,920             | -                 | 26,080             | 21,903                | +19.1%              |
| NC Cooling Water | 72                | 132,852            | -                 | -                 | 235,378           | 368,302            | 168,218               | +118.9%             |
| TRCI             | 63                | 301,028            | 177,899           | 79,664            | -                 | 558,654            | 419,172               | +33.3%              |
| <b>Total</b>     | <b>\$ 100,530</b> | <b>\$1,056,603</b> | <b>\$ 397,424</b> | <b>\$ 264,949</b> | <b>\$ 235,378</b> | <b>\$2,054,884</b> | <b>\$1,643,907</b>    | <b>+25.0%</b>       |

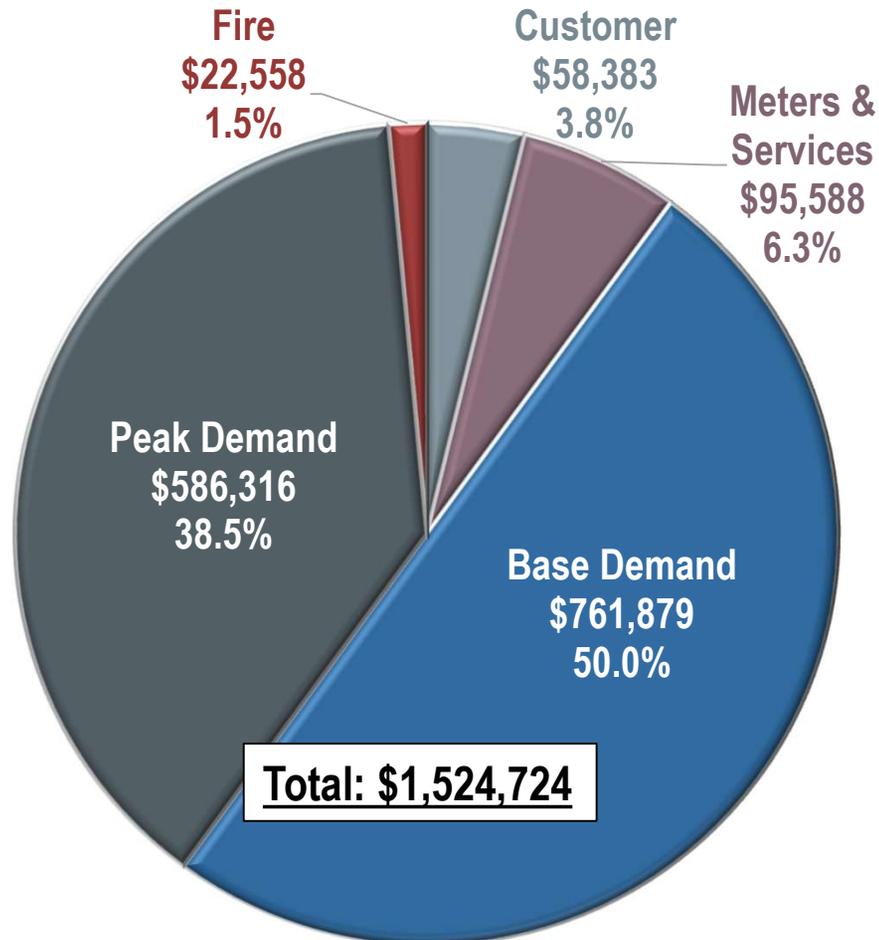


# Water COSA Methodology





## Allocation of 2021 Water Revenue Requirement





# Water Customer Statistics Summary

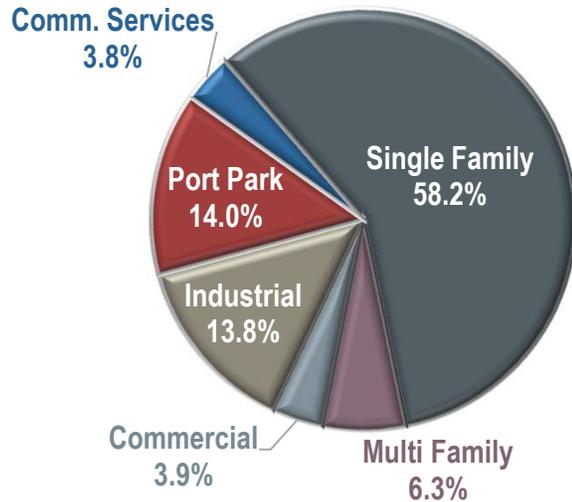
|                          | Customer    | Meters & Svcs | Base Demand   | Peak Demand    | Fire Protection |
|--------------------------|-------------|---------------|---------------|----------------|-----------------|
| Allocation Basis         | Accounts    | MSEs          | Annual Use    | Peak Month Use | Fire Wtd Acts*  |
| Projected 2021 Metrics:  |             |               |               |                |                 |
| Single Family            | 1,445       | 1,491         | 243,292       | 44,883         | 2,167           |
| Multi Family             | 61          | 104           | 36,296        | 5,554          | 552             |
| Commercial               | 54          | 76            | 20,371        | 2,945          | 488             |
| Industrial               | 4           | 22            | 98,839        | 10,363         | 38              |
| Port Industrial Park     | 17          | 139           | 67,077        | 18,759         | 154             |
| Large Community Services | <u>22</u>   | <u>66</u>     | <u>22,472</u> | <u>5,187</u>   | <u>194</u>      |
| Total                    | 1,603       | 1,898         | 488,347       | 87,691         | 3,593           |
| Percent of Total:        |             |               |               |                |                 |
| Single Family            | 90.1%       | 78.6%         | 49.8%         | 51.2%          | 60.3%           |
| Multi Family             | 3.8%        | 5.5%          | 7.4%          | 6.3%           | 15.4%           |
| Commercial               | 3.4%        | 4.0%          | 4.2%          | 3.4%           | 13.6%           |
| Industrial               | 0.3%        | 1.1%          | 20.2%         | 11.8%          | 1.1%            |
| Port Industrial Park     | 1.1%        | 7.3%          | 13.7%         | 21.4%          | 4.3%            |
| Large Community Services | <u>1.3%</u> | <u>3.5%</u>   | <u>4.6%</u>   | <u>5.9%</u>    | <u>5.4%</u>     |
| Total                    | 100.0%      | 100.0%        | 100.0%        | 100.0%         | 100.0%          |

\*Accounts weighted by fire flow requirement

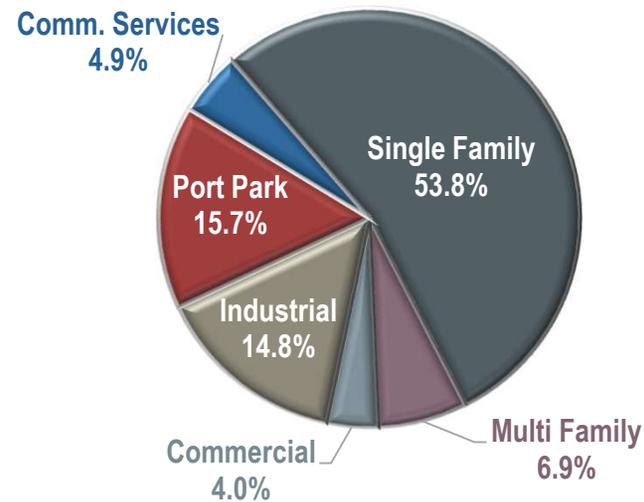


# Allocation of 2021 Revenue Requirement

**Cost Recovery Under Existing Rates**



**Allocated Cost of Service**



**Allocated Shares of 2021 Revenue Requirement by Function**

| Customer Class           | Customer         | Meters & Services | Base Demand       | Peak Demand       | Fire Protection  | Total (COS)        | Current Cost Recovery* | % Adj. to Reach COS |
|--------------------------|------------------|-------------------|-------------------|-------------------|------------------|--------------------|------------------------|---------------------|
| Single Family            | \$ 52,612        | \$ 75,106         | \$ 379,565        | \$ 300,096        | \$ 13,605        | \$ 820,984         | \$ 709,339             | +15.7%              |
| Multi Family             | 2,235            | 5,230             | 56,626            | 37,132            | 3,468            | 104,691            | 77,242                 | +35.5%              |
| Commercial               | 1,976            | 3,832             | 31,781            | 19,692            | 3,066            | 60,347             | 47,870                 | +26.1%              |
| Industrial               | 153              | 1,092             | 154,201           | 69,290            | 237              | 224,974            | 168,093                | +33.8%              |
| Port Industrial Park     | 622              | 6,990             | 104,648           | 125,424           | 965              | 238,648            | 171,212                | +39.4%              |
| Large Community Services | 784              | 3,338             | 35,058            | 34,682            | 1,217            | 75,080             | 46,024                 | +63.1%              |
| <b>Total</b>             | <b>\$ 58,383</b> | <b>\$ 95,588</b>  | <b>\$ 761,879</b> | <b>\$ 586,316</b> | <b>\$ 22,558</b> | <b>\$1,524,724</b> | <b>\$1,219,779</b>     | <b>+25.0%</b>       |



# Rate Structure Analysis

*How should rates be set to meet the utility's objectives?*



# Existing Water and Wastewater Rates

| Water                     | Class       |          |           |
|---------------------------|-------------|----------|-----------|
|                           | All Classes | Hardship | Port Park |
| Monthly Base Rate         |             |          |           |
| 3/4" & smaller            | \$16.54     | \$12.41  | \$62.28   |
| 1"                        | \$19.40     |          | \$88.74   |
| 1-1/2"                    | \$25.65     |          | \$146.89  |
| 2"                        | \$32.46     |          | \$210.37  |
| 3"                        | \$47.07     |          | \$342.60  |
| 4"                        | \$64.64     |          | \$509.22  |
| 6"                        | \$64.64     |          | \$509.22  |
| Charge per 1,000 gal used | \$1.68      | \$1.26   | \$1.68    |

| Wastewater                                 | Rate    |
|--|---------|
| Single Family per month                    |         |
| Dwelling Unit                              | \$43.43 |
| Unoccupied                                 | \$13.57 |
| Hardship                                   | \$39.09 |
| Apartment/Duplex per month                 |         |
| Per Unit                                   | \$37.32 |
| Commercial & Industrial                    |         |
| Minimum charge (1 <sup>st</sup> 7,000 gal) | \$43.43 |
| Per additional 7,000 gal                   | \$43.43 |

\* Outside city customers pay 2.0x these rates

\* Senior citizens receive a 10% discount on rates (3/4" only)



# Wastewater COS Rates

| 2021 Wastewater COS Rates                  | Existing | Incremental<br>25.0% Increase | COS<br>Adjustment | 2021<br>COS Rates |
|--|----------|-------------------------------|-------------------|-------------------|
| Single Family per month                    |          |                               |                   |                   |
| Dwelling Unit                              | \$43.43  | +\$10.86                      | (\$8.22)          | \$46.07           |
| Unoccupied                                 | \$13.57  | +\$3.39                       | (\$2.57)          | \$14.39           |
| Hardship                                   | \$39.09  | +\$9.77                       | (\$7.40)          | \$41.46           |
| Apartment/Duplex per month                 |          |                               |                   |                   |
| Per Unit                                   | \$37.32  | +\$9.33                       | (\$6.01)          | \$40.64           |
| Commercial                                 |          |                               |                   |                   |
| Minimum charge (1 <sup>st</sup> 7,000 gal) | \$43.43  | +\$10.86                      | (\$8.11)          | \$46.18           |
| Per additional 7,000 gal                   | \$43.43  | +\$10.86                      | (\$8.11)          | \$46.18           |
| Industrial                                 |          |                               |                   |                   |
| Minimum charge (1 <sup>st</sup> 7,000 gal) | \$43.43  | +\$10.86                      | (\$2.57)          | \$51.71           |
| Per additional 7,000 gal                   | \$43.43  | +\$10.86                      | (\$2.57)          | \$51.71           |
| NC Cooling Water                           |          |                               |                   |                   |
| Per 7,000 gal                              | \$43.43  | +\$10.86                      | +\$40.80          | \$95.09           |
| TRCI                                       |          |                               |                   |                   |
| Monthly Billing                            | \$34,931 | +\$8,733                      | +\$2,891          | \$46,554          |

- ◆ **Rates show COS shifts applied to existing rate schedule**
  - Includes 25.0% overall increase in revenue requirement



# Water COS Rates

| 2021 Water COS Rates      | Existing    |           | 2021 COS Rates |              |            |            |           |                |
|---------------------------|-------------|-----------|----------------|--------------|------------|------------|-----------|----------------|
|                           | All Classes | Port Park | Single Family  | Multi Family | Commercial | Industrial | Port Park | Comm. Services |
| Monthly Base Rate         |             |           |                |              |            |            |           |                |
| 3/4" & smaller            | \$16.54     | \$62.28   | \$19.14        | \$22.42      | \$20.85    | \$22.14    | \$86.81   | \$26.98        |
| 1"                        | \$19.40     | \$88.74   | \$22.45        | \$26.29      | \$24.46    | \$25.96    | \$123.69  | \$31.65        |
| 1-1/2"                    | \$25.65     | \$146.89  | \$29.69        | \$34.77      | \$32.34    | \$34.33    | \$204.75  | \$41.84        |
| 2"                        | \$32.46     | \$210.37  | \$37.57        | \$44.00      | \$40.92    | \$43.44    | \$293.23  | \$52.95        |
| 3"                        | \$47.07     | \$342.60  | \$54.48        | \$63.80      | \$59.34    | \$63.00    | \$477.54  | \$76.79        |
| 4"                        | \$64.64     | \$509.22  | \$74.81        | \$87.61      | \$81.49    | \$86.51    | \$709.79  | \$105.45       |
| 6"                        | \$64.64     | \$509.22  | \$74.81        | \$87.61      | \$81.49    | \$86.51    | \$709.79  | \$105.45       |
| Charge per 1,000 gal used | \$1.68      | \$1.68    | \$1.94         | \$2.28       | \$2.12     | \$2.25     | \$2.34    | \$2.74         |

\* Outside city customers pay 2.0x these rates

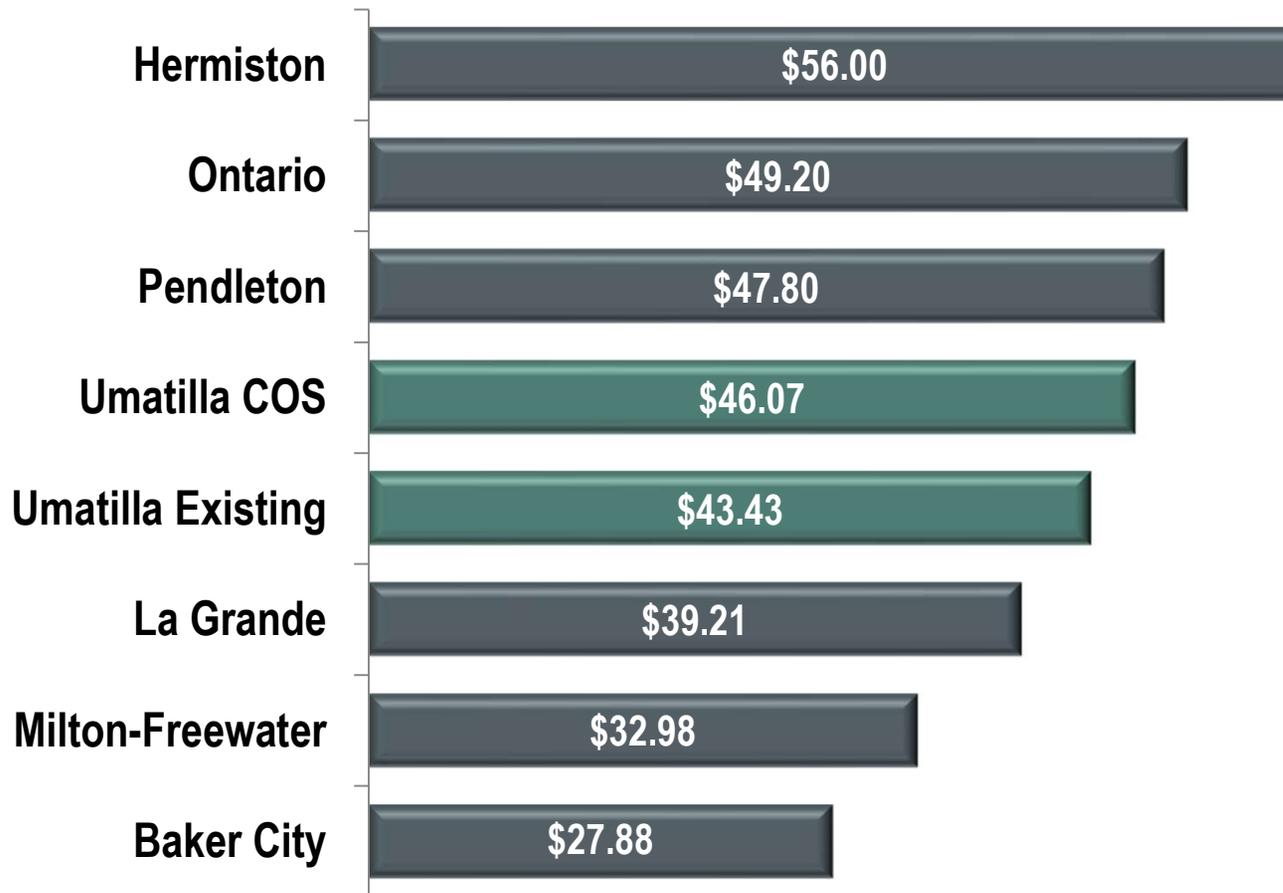
\* Senior citizens receive a 10% discount on rates (3/4" only)

- ◆ **Follows same process as wastewater rates**

- COS shifts applied in addition to 25.0% overall increase in revenue requirement

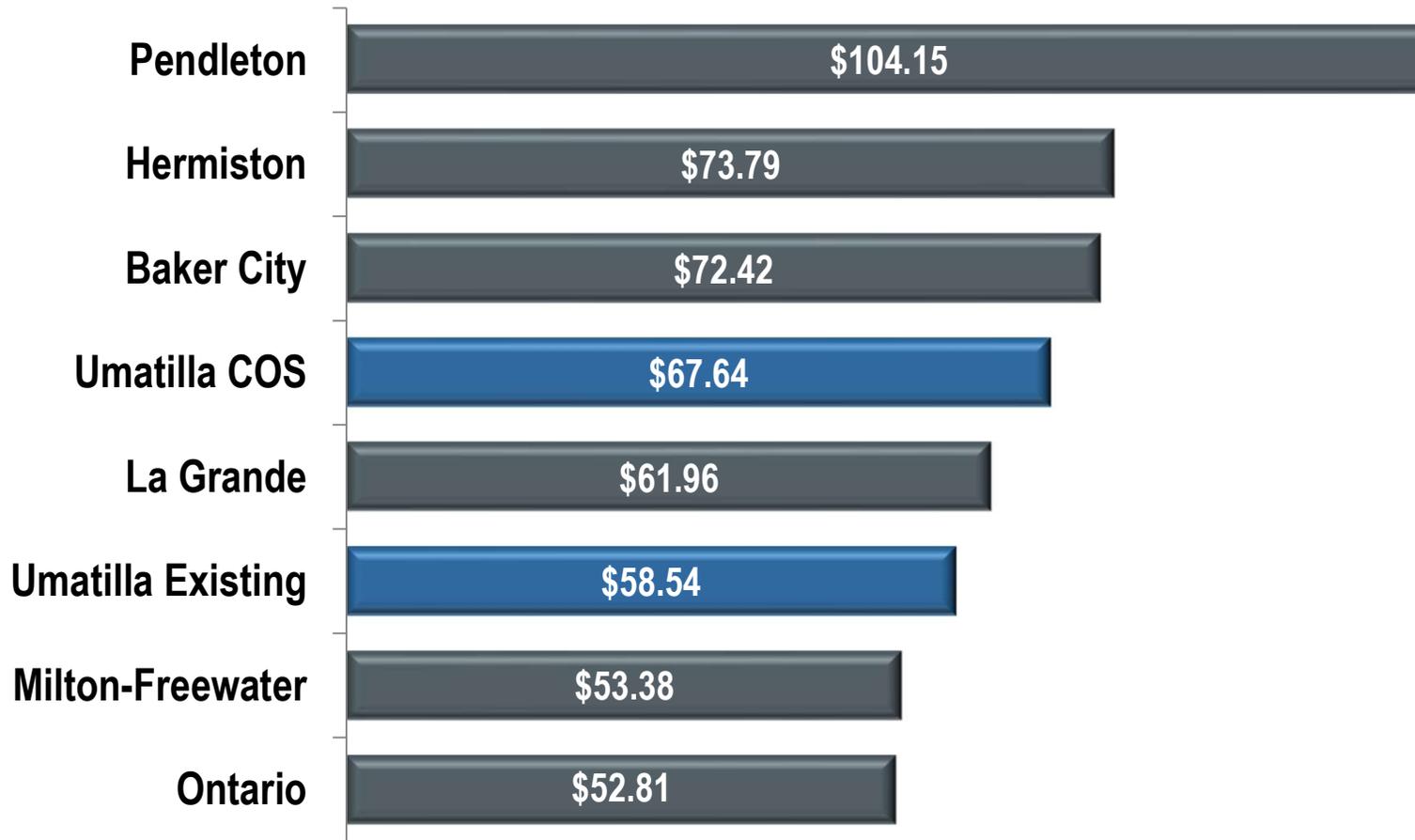


## Monthly Wastewater Bill Comparison – Single Family, 7 kgal





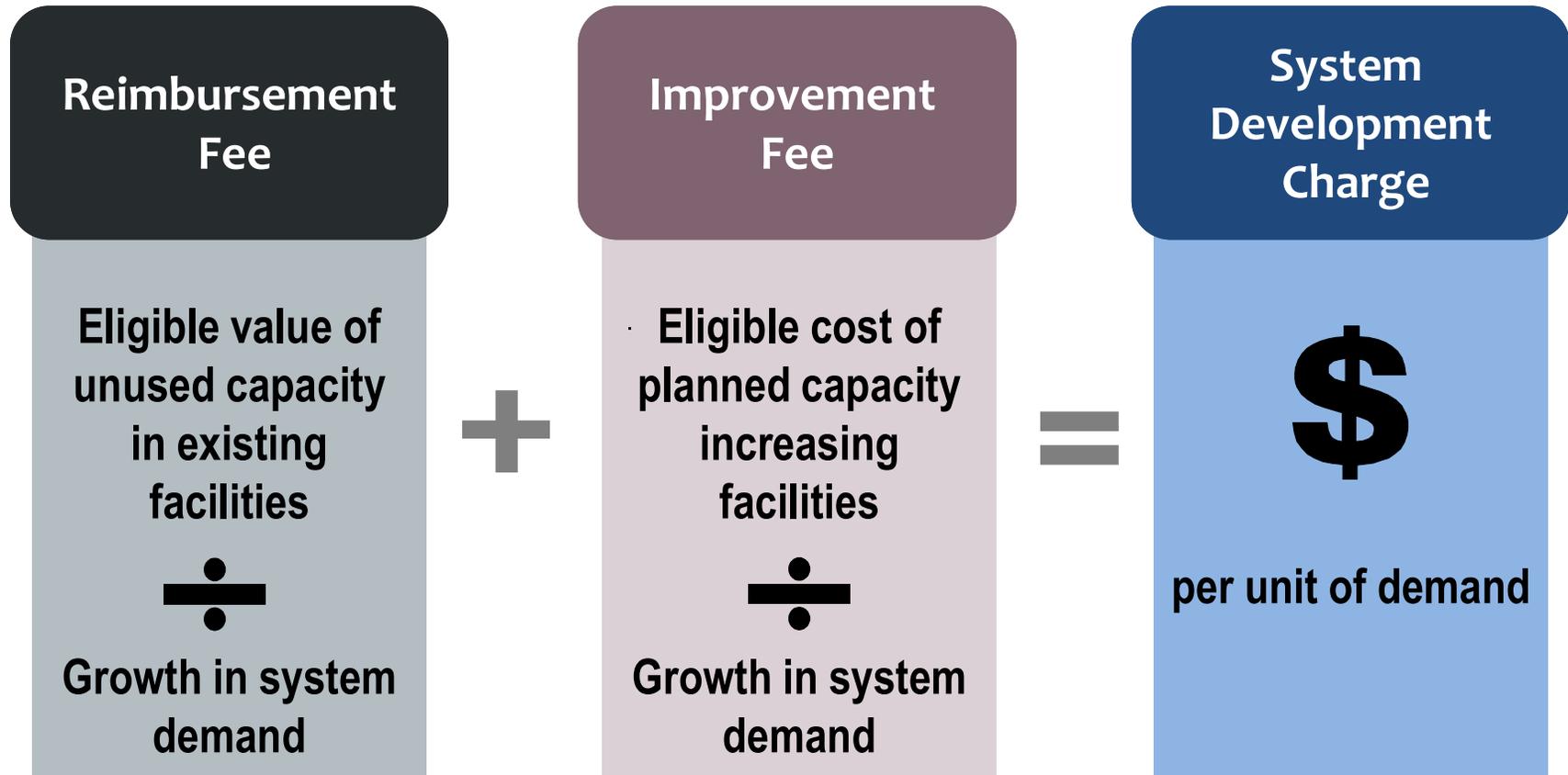
## Monthly Water Bill Comparison – Single Family, 25 kgal



# System Development Charges

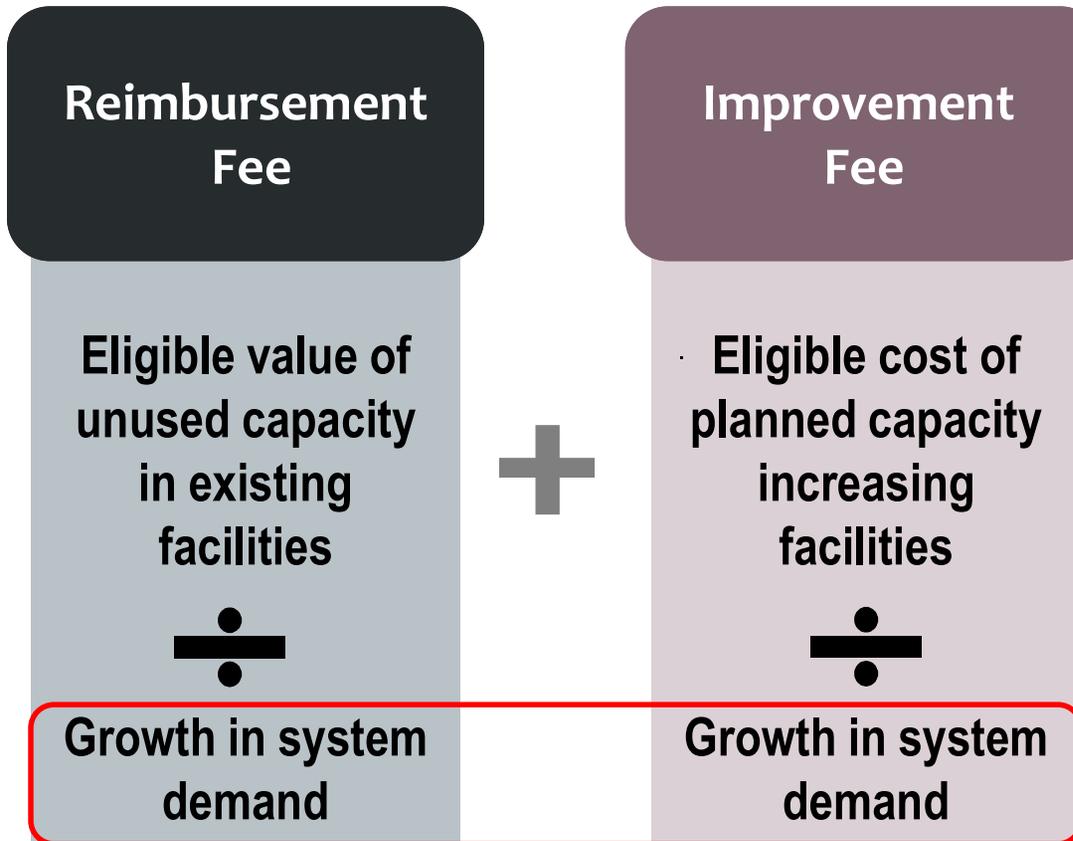


# The SDC Calculation





# Growth



- ◆ Determine units
- ◆ Determine current customer base
- ◆ Project customer base into future
  - Master plan or other forecast
  - Consistency with project list
- ◆ Future – current = growth



# Growth Calculation

| Customer Count                                   | 2020  | Expanded WWTP Capacity <sup>1</sup> | Growth (2020-Capacity) |
|--|-------|-------------------------------------|------------------------|
| Equivalent Residential Units (ERUs) <sup>2</sup> | 2,951 | 7,304                               | 4,354                  |
| Meter Capacity Equivalents (MCEs) <sup>3</sup>   | 2,142 | 5,303                               | 3,161                  |

<sup>1</sup> 2018 Umatilla Beneficial Reuse Feasibility Analysis estimate of 1.68 MGD capacity

<sup>2</sup> 1997 Umatilla Wastewater Study definition - 1 ERU per SF account, 0.86 ERU per MF unit, Nonresidential ERU = 7,000 gallons/month

<sup>3</sup> Based on water customer billing statistics

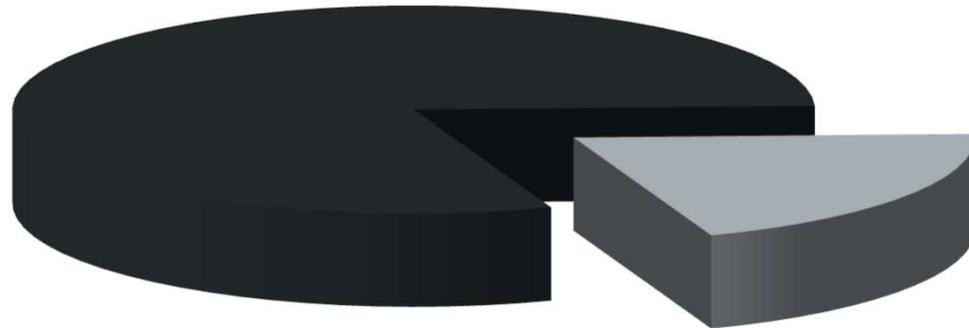


# Reimbursement Fee Cost Basis



## Sample Existing Facilities Cost

*reimbursement fee eligible*



*Unused Capacity*



## **Reimbursement Fee**

---

- ◆ **Does the current system capacity exceed the current demand?**
  - Current system includes construction in process
- ◆ **Determine original cost of facilities (or portion of facilities) that exceed demand**
- ◆ **Reduce cost basis to avoid over-reimbursement**
  - Principal of outstanding debt
  - Grant-funded assets
- ◆ **Divide by growth to determine reimbursement fee per unit of growth**
- ◆ **The payoff: flexibility in spending reimbursement fees**



## Water Reimbursement Fee Cost Basis

| Asset Class                  | Asset Original Cost Net of Debt | Available Capacity | Cost of Unused Capacity |
|------------------------------|---------------------------------|--------------------|-------------------------|
| Supply                       | \$3,537,159                     | 15.6%              | \$550,599               |
| Pumping                      | \$46,704                        | 15.6%*             | \$7,270                 |
| Distribution                 | \$1,593,003                     | 15.6%*             | \$247,969               |
| <b>Total Eligible Assets</b> |                                 |                    | <b>\$805,838</b>        |

\*Assumes distribution system and pumping is sized to meet current supply



## Wastewater Reimbursement Fee Cost Basis

| Asset Class                  | Asset Original Cost Net of Debt | Available Capacity | Cost of Unused Capacity |
|------------------------------|---------------------------------|--------------------|-------------------------|
| Treatment                    | \$9,662,642                     | 18.7%              | \$1,808,920             |
| Pumping                      | \$86,955                        | 18.7%*             | \$16,279                |
| Collection                   | \$2,387,683                     | 18.7%*             | \$446,993               |
| <b>Total Eligible Assets</b> |                                 |                    | <b>\$2,272,192</b>      |

\*Assumes collection system and pumping is sized to meet current treatment capacity



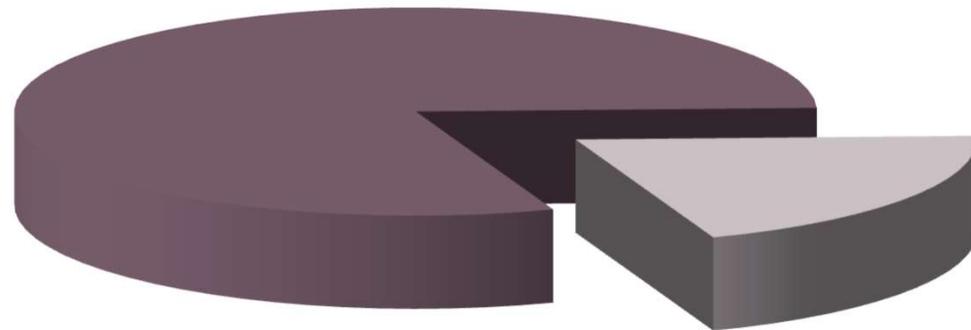
# Improvement Fee Cost Basis



## Sample Planned Capital Costs

*improvement fee eligible*

*To Serve Existing Customers*



*Capacity Increasing*



# Improvement Fee

---

- ◆ **Determine total project costs to your agency**
  - Do not include costs borne by another agency
  - Maintain consistency with growth
- ◆ **Determine improvement fee eligibility**
  - Portion of project's capacity that will be used by new users of the asset during planning period
  - Improvement fee eligibility is lowered if deficiency exists
  - By project or by category
- ◆ **Divide by growth to determine improvement fee per unit of growth**



## Water Improvement Fee Cost Basis

| Asset Class                                  | Cost of Unused Capacity |
|--|-------------------------|
| Number of Projects                           | 9                       |
| Total City-Funded Project Costs <sup>1</sup> | \$9,781,955             |
| <i>Eligible Portion<sup>2</sup></i>          | 87.43%                  |
| <b>Total Eligible Project Costs</b>          | <b>\$8,552,330</b>      |

<sup>1</sup> Excludes grant funding

<sup>2</sup> Project eligibility estimates provided by City Staff



# Wastewater Improvement Fee Cost Basis

| Asset Class                                  | Cost of Unused Capacity |
|--|-------------------------|
| Number of Projects                           | 7                       |
| Total City-Funded Project Costs <sup>1</sup> | \$33,575,586            |
| <i>Eligible Portion<sup>2</sup></i>          | 94.75%                  |
| <b>Total Eligible Project Costs</b>          | <b>\$31,811,447</b>     |

<sup>1</sup> Excludes grant and debt funding

<sup>2</sup> Project eligibility estimates provided by City Staff



## SDC Calculation

|                                      | Water          | Wastewater      |
|--------------------------------------|----------------|-----------------|
| <b>Reimbursement Fee</b>             |                |                 |
| Cost of Unused Capacity              | \$805,838      | \$2,272,192     |
| Less: Reimbursement Fee Fund Balance | <u>-40,825</u> | <u>-18,987</u>  |
| Reimbursement Fee Cost Basis         | \$765,014      | \$2,253,205     |
| <i>Customer Growth in MCEs</i>       | 3,161          | 3,161           |
| <b>Reimbursement Fee per MCE</b>     | <b>\$242</b>   | <b>\$713</b>    |
|                                      |                |                 |
| <b>Improvement Fee</b>               |                |                 |
| Cost of Unused Capacity              | \$8,552,330    | \$31,811,447    |
| Less: Improvement Fee Fund Balance   | <u>-38,586</u> | <u>-39,068</u>  |
| Improvement Fee Cost Basis           | \$8,513,744    | \$31,772,379    |
| <i>Customer Growth in MCEs</i>       | 3,161          | 3,161           |
| <b>Improvement Fee per MCE</b>       | <b>\$2,694</b> | <b>\$10,052</b> |
|                                      |                |                 |
| <b>Total SDC per MCE</b>             | <b>\$2,936</b> | <b>\$10,765</b> |



# Calculated SDC Schedule

| Meter Size | Flow Factor | Water    |          | Wastewater |          |
|------------|-------------|----------|----------|------------|----------|
|            |             | Maximum  | Existing | Maximum    | Existing |
| 3/4"       | 1.00        | \$2,936  | \$1,029  | \$10,765   | \$743    |
| 1"         | 1.67        | \$4,893  | \$1,369  | \$17,942   | \$988    |
| 1 1/2"     | 3.33        | \$9,785  | \$2,058  | \$35,884   | \$1,486  |
| 2"         | 5.33        | \$15,657 | \$2,744  | \$57,414   | \$1,981  |
| 3"         | 10.67       | \$31,314 | \$4,116  | \$114,828  | \$2,972  |
| 4"         | 16.67       | \$48,927 | \$5,488  | \$179,419  | \$3,963  |
| 6"         | 33.33       | \$97,855 | \$8,232  | \$358,837  | \$5,944  |

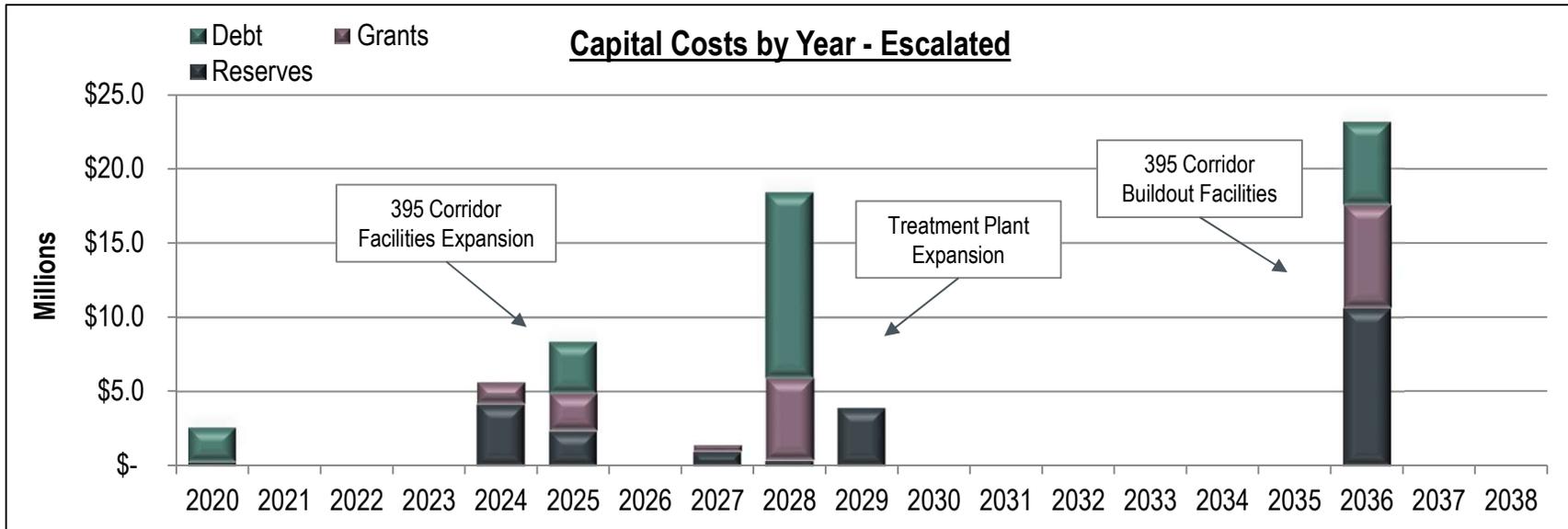
**Doug Gabbard**  
Project Manager  
(503) 841-6543 ext. 304

Contact FCS GROUP:  
**(425) 867-1802**  
**[www.fcsgroup.com](http://www.fcsgroup.com)**

# **Alternative Wastewater Scenario: No Control of TRCI Rates**



# Capital Funding Forecast - Wastewater

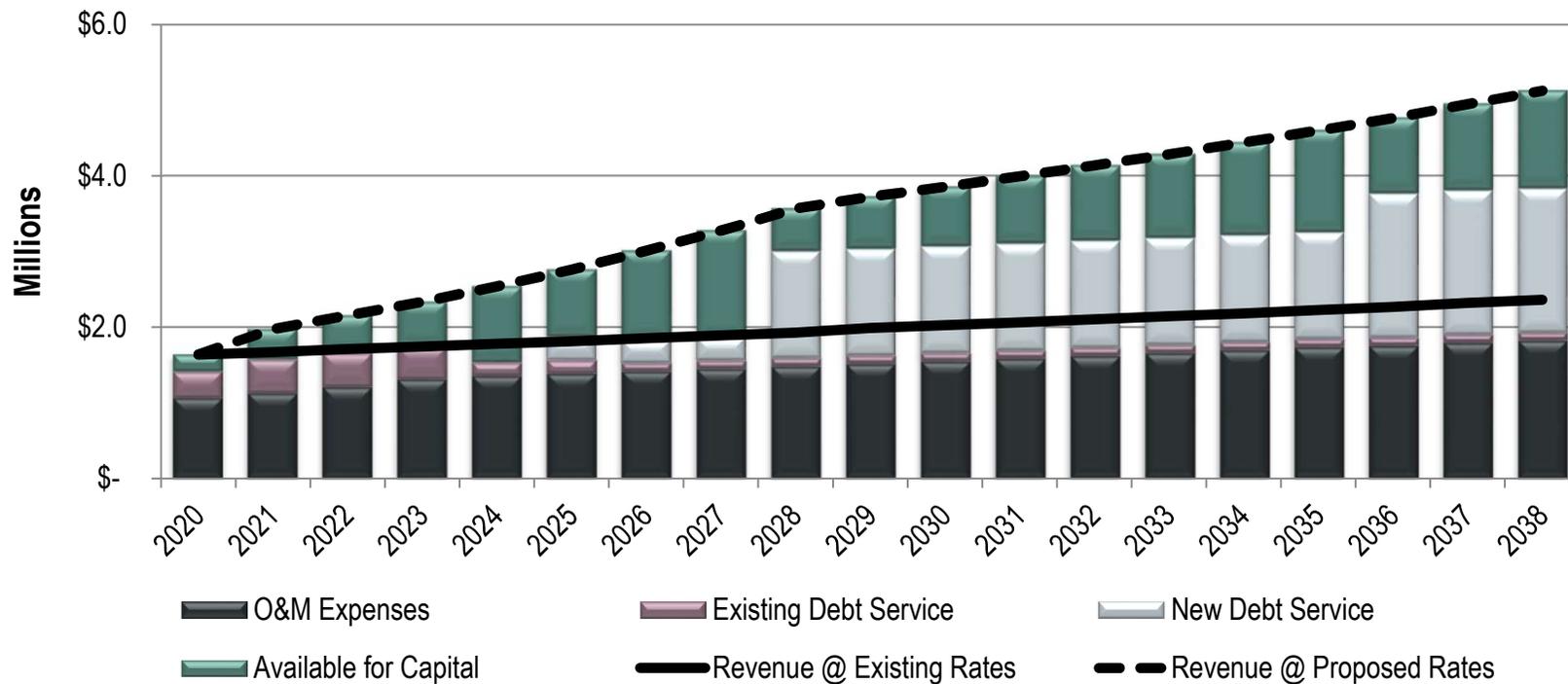


- ◆ **\$63.4 million in capital projects (escalated) from FYs 2019-20 through 2037-38**
  - WWTP Expansion: \$20.9M      – Reuse Pipeline: \$2.6M      – 395 Corridor Expansion: \$8.4M
  - SW Industrial Park: \$4.5M      – Army Depot: \$3.9M      – 395 Corridor Buildout: \$23.1M
- ◆ **Cash resources are expected to be insufficient to cover projected costs**

|                     | FY 2024-25     | FY 2027-28     | FY 2035-36     |
|---------------------|----------------|----------------|----------------|
| Bond Issuance       | \$3.5 million  | \$12.5 million | \$5.6 million  |
| Annual Debt Service | \$0.31 million | \$1.10 million | \$0.49 million |



# Revenue Requirement Forecast - Wastewater

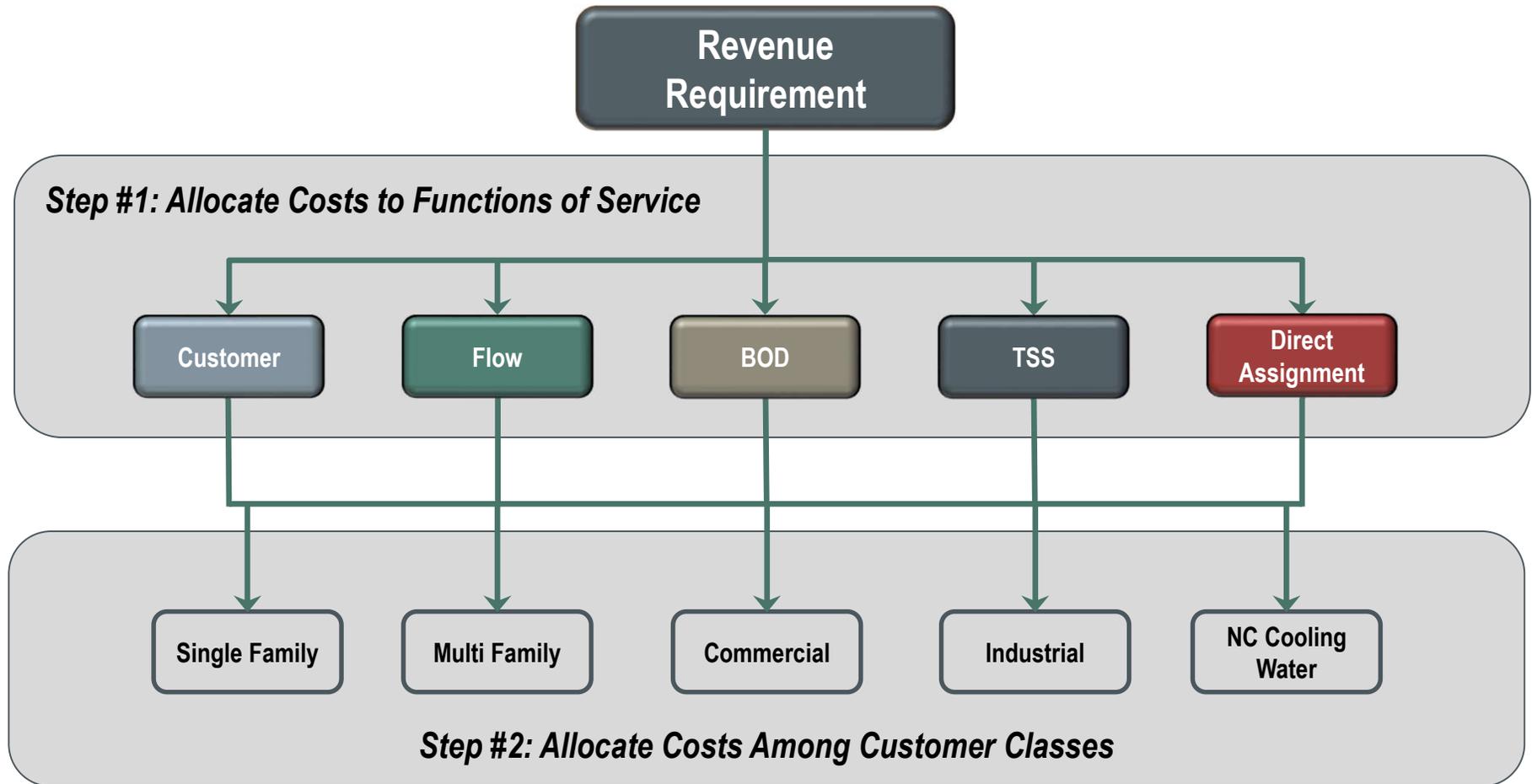


- ◆ **Rate increases are needed to cover new debt service and support capital projects**

| FY 2020-21 | FYs 2021-22 through 2027-28 | FYs 2028-29 on |
|------------|-----------------------------|----------------|
| 25.0%      | 8.25%                       | 2.0%           |

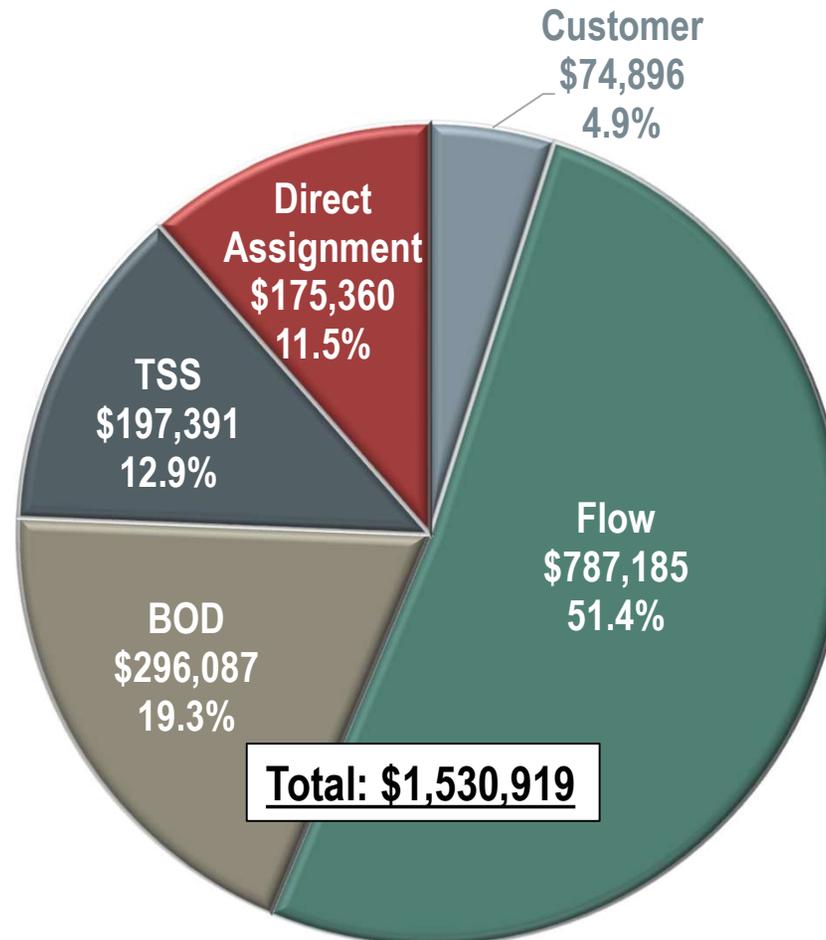


# Wastewater COSA Methodology





## Allocation of 2021 Wastewater Revenue Requirement





# Allocating Costs to Customer Classes

|                         | Customer | Flow                            | BOD                            | TSS                            |
|-------------------------|----------|---------------------------------|--------------------------------|--------------------------------|
| Allocation Basis        | Accounts | Water Usage (kgal) <sup>1</sup> | BOD Loading (lbs) <sup>2</sup> | TSS Loading (lbs) <sup>2</sup> |
| Projected 2021 Metrics: |          |                                 |                                |                                |
| Single Family           | 1,420    | 86,657                          | 216,947                        | 277,387                        |
| Multi Family            | 77       | 18,583                          | 46,523                         | 59,484                         |
| Commercial              | 78       | 18,816                          | 53,701                         | 68,662                         |
| Industrial              | 8        | 3,031                           | 8,651                          | 11,062                         |
| NC Cooling Water        | 1        | 27,113                          | -                              | -                              |
| Total                   | 1,584    | 154,201                         | 325,822                        | 416,594                        |
| Percent of Total:       |          |                                 |                                |                                |
| Single Family           | 89.7%    | 56.2%                           | 66.6%                          | 66.6%                          |
| Multi Family            | 4.8%     | 12.1%                           | 14.3%                          | 14.3%                          |
| Commercial              | 4.9%     | 12.2%                           | 16.5%                          | 16.5%                          |
| Industrial              | 0.5%     | 2.0%                            | 2.7%                           | 2.7%                           |
| NC Cooling Water        | 0.1%     | 17.6%                           | 0.0%                           | 0.0%                           |
| Total                   | 100.0%   | 100.0%                          | 100.0%                         | 100.0%                         |

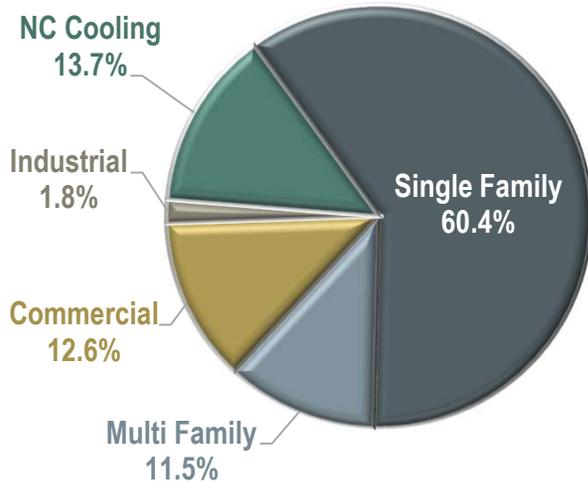
<sup>1</sup> Flow based on winter average water usage for Single Family & Multi Family, billed usage for all other classes

<sup>2</sup> Constituent loadings based on assumed strength by class

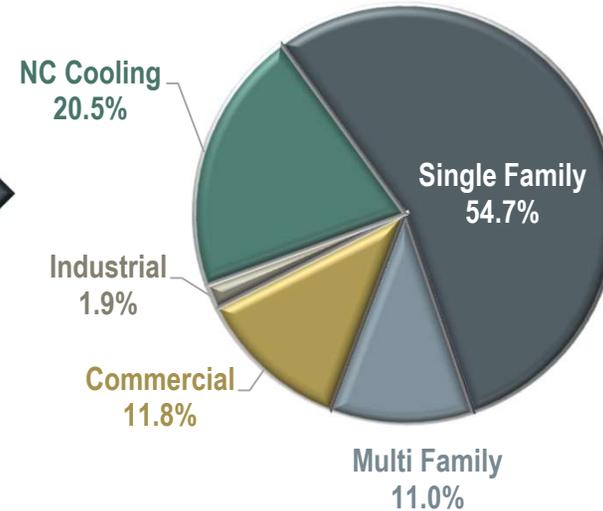


# Allocation of 2021 Revenue Requirement

**Cost Recovery Under Existing Rates**



**Allocated Cost of Service**



**Allocated Shares of 2021 Revenue Requirement by Function**

| Customer Class   | Customer         | Flow              | BOD               | TSS               | Direct Assignment | Total (COS)        | Current Cost Recovery* | % Adj. to Reach COS |
|------------------|------------------|-------------------|-------------------|-------------------|-------------------|--------------------|------------------------|---------------------|
| Single Family    | \$ 67,158        | \$ 442,379        | \$ 197,148        | \$ 131,432        | \$ -              | \$ 838,116         | \$ 739,328             | +13.4%              |
| Multi Family     | 3,627            | 94,866            | 42,277            | 28,185            | -                 | 168,955            | 141,154                | +19.7%              |
| Commercial       | 3,701            | 96,055            | 48,800            | 32,533            | -                 | 181,089            | 154,134                | +17.5%              |
| Industrial       | 356              | 15,475            | 7,862             | 5,241             | -                 | 28,934             | 21,903                 | +32.1%              |
| NC Cooling Water | 54               | 138,410           | -                 | -                 | 175,360           | 313,824            | 168,218                | +86.6%              |
| <b>Total</b>     | <b>\$ 74,896</b> | <b>\$ 787,185</b> | <b>\$ 296,087</b> | <b>\$ 197,391</b> | <b>\$ 175,360</b> | <b>\$1,530,919</b> | <b>\$1,224,735</b>     | <b>+25.0%</b>       |

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

COVID-19 Update

**Meeting Date:**

2020-04-07

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

David 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:**

Discussion will include current activities from the City to assist local businesses and regional solutions.

**Consistent with Council Goals:**

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

Report Criteria:  
Detail report type printed

| Vendor Number | Name                           | Invoice Number | Description                                 | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|---|--------------|----------------|--------------|------------------|
| <b>48</b>     |                                |                |   |              |                |              |                  |
| 48            | ALANIS AUTO DETAIL             | DOWNTOW        | Downtown Revitalization Grant Reimbursement | 03/01/20     | 483.85         | 44798        | 03/20/20         |
| Total 48:     |                                |                |   |              | 483.85         |              |                  |
| <b>102</b>    |                                |                |   |              |                |              |                  |
| 102           | Aramark Uniform Services, Inc. | 864384166      | Police Mats                                 | 02/27/20     | 252.27         | 44708        | 03/10/20         |
|               |                                | 864384168      | Shop Mats and Towels                        | 02/27/20     | 170.12         | 44708        | 03/10/20         |
|               |                                | 864403691      | Police Mats                                 | 03/12/20     | 252.27         | 44799        | 03/20/20         |
| Total 102:    |                                |                |   |              | 674.66         |              |                  |
| <b>135</b>    |                                |                |   |              |                |              |                  |
| 135           | Backflow Management Inc.       | 10173          | Cross Connection Certification-Lohman       | 02/26/20     | 480.00         | 44709        | 03/10/20         |
| Total 135:    |                                |                |   |              | 480.00         |              |                  |
| <b>148</b>    |                                |                |   |              |                |              |                  |
| 148           | Banner Bank Mastercard         | 0715MARCH      | Lunch Meeting with John Deere               | 02/23/20     | 3.75           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with John Deere               | 02/23/20     | 3.75           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with John Deere               | 02/23/20     | 3.75           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with John Deere               | 02/23/20     | 3.75           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Sun River Resort OAWU Conference            | 02/23/20     | 147.59         | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting Public Works-Leon             | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Public Works Lunch Meeting-Leon             | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Public Works Lunch Meeting-Leon             | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Public Works Lunch Meeting-Leon             | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with Community Development    | 02/23/20     | 24.00          | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with Community Development    | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with Community Development    | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with Community Development    | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with Community Development    | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Lunch Meeting with Community Development    | 02/23/20     | 6.00           | 44711        | 03/10/20         |
|               |                                | 0715MARCH      | Sun River Resort OAWU Conference-Harrington | 02/23/20     | 147.59         | 44711        | 03/10/20         |
|               |                                | 2217MARCH      | Inn At Spanish Head-Meeting, Huxel          | 02/23/20     | 110.19         | 44711        | 03/10/20         |

| Vendor Number | Name | Invoice Number | Description                                    | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------|----------------|--|--------------|----------------|--------------|------------------|
|               |      | 2217MARCH      | Office Supplies-Printer Ink                    | 02/23/20     | 39.89          | 44711        | 03/10/20         |
|               |      | 2217MARCH      | Office Supplies-Photo Printer                  | 02/23/20     | 102.48         | 44711        | 03/10/20         |
|               |      | 2217MARCH      | Supplies-Tactical Rope Strap                   | 02/23/20     | 12.89          | 44711        | 03/10/20         |
|               |      | 2217MARCH      | Supplies-Tactical Rope Strap                   | 02/23/20     | 12.89          | 44711        | 03/10/20         |
|               |      | 2217MARCH      | TransUnion                                     | 02/23/20     | 50.00          | 44711        | 03/10/20         |
|               |      | 2217MARCH      | Oregon Peace Officers Training Material        | 02/23/20     | 120.00         | 44711        | 03/10/20         |
|               |      | 2217MARCH      | Credit Voucher-Tovey Officer Uniform Allowance | 02/23/20     | 215.98-        | 44711        | 03/10/20         |
|               |      | 2552MARCH      | Parks Advertising                              | 02/23/20     | 4.99           | 44711        | 03/10/20         |
|               |      | 2552MARCH      | City Grocery Bag Swag                          | 02/23/20     | 1,400.27       | 44711        | 03/10/20         |
|               |      | 2552MARCH      | Surface HDMI                                   | 02/23/20     | 78.98          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Specialty Tools for Shop                       | 02/23/20     | 54.40          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Specialty Tools for Shop                       | 02/23/20     | 54.39          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Specialty Tools for Shop                       | 02/23/20     | 54.39          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Specialty Tools for Shop                       | 02/23/20     | 54.39          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Specialty Tools for Shop                       | 02/23/20     | 54.39          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Specialty Tools for Shop                       | 02/23/20     | 54.39          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Rust Converter for City Hall                   | 02/23/20     | 18.99          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Repair of WW Vac Truck                         | 02/23/20     | 198.87         | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Grinder for Shop                               | 02/23/20     | 66.92          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Grinder for Shop                               | 02/23/20     | 66.92          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Grinder for Shop                               | 02/23/20     | 66.91          | 44711        | 03/10/20         |
|               |      | 3132MARCH      | Grinder for Shop                               | 02/23/20     | 66.91          | 44711        | 03/10/20         |
|               |      | 5571MARCH      | Adobe Premiere Pro-Community Development       | 02/23/20     | 239.88         | 44711        | 03/10/20         |
|               |      | 5919MARCH      | Street Maintenance                             | 02/23/20     | 58.95          | 44711        | 03/10/20         |
|               |      | 5919MARCH      | County Meeting Meal                            | 02/23/20     | 111.85         | 44711        | 03/10/20         |
|               |      | 5919MARCH      | Retirement Drinks/Gift Stensrud                | 02/23/20     | 392.24         | 44711        | 03/10/20         |
|               |      | 5919MARCH      | WWTP Supervisor Posting                        | 02/23/20     | 140.00         | 44711        | 03/10/20         |
|               |      | 5919MARCH      | Propane for Forklift                           | 02/23/20     | 26.88          | 44711        | 03/10/20         |
|               |      | 5919MARCH      | SMARSCH Archiving Subscription                 | 02/23/20     | 135.00         | 44711        | 03/10/20         |
|               |      | 5919MARCH      | Car and Driver Library Subscription            | 02/23/20     | 24.97          | 44711        | 03/10/20         |
|               |      | 5919MARCH      | Office Subscription for Laptop                 | 02/23/20     | 229.99         | 44711        | 03/10/20         |
|               |      | 5919MARCH      | Copy Machine Toner                             | 02/23/20     | 148.99         | 44711        | 03/10/20         |
|               |      | 6777MARCH      | Business Lunch                                 | 02/23/20     | 11.40          | 44711        | 03/10/20         |
|               |      | 6777MARCH      | ICMA Learning                                  | 02/23/20     | 149.00         | 44711        | 03/10/20         |
|               |      | 6777MARCH      | Conference Registration-Local Gov.             | 02/23/20     | 150.00         | 44711        | 03/10/20         |
|               |      | 6777MARCH      | Conference Registration-West Coast Regional    | 02/23/20     | 350.00         | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Garbage Reach Tool-Parks                       | 02/23/20     | 65.40          | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Postage Due                                    | 02/23/20     | 3.51           | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Postage Due                                    | 02/23/20     | 6.85           | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Utility Clerk Meeting                          | 02/23/20     | 22.17          | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Utility Desk Meeting                           | 02/23/20     | 22.17          | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Supplies for Marina                            | 02/23/20     | 39.56          | 44711        | 03/10/20         |
|               |      | 7017MARCH      | Calendar for Coleman                           | 02/23/20     | 6.50           | 44711        | 03/10/20         |

| Vendor Number | Name                         | Invoice Number | Description                       | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|-----------------------------------|--------------|----------------|--------------|------------------|
|               |                              | 7017MARCH      | Calendar for Coleman              | 02/23/20     | 6.51           | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Calendar for Coleman              | 02/23/20     | 6.50           | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Marina Supplies                   | 02/23/20     | 32.99          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Dog Licenses                      | 02/23/20     | 61.50          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Standing Desk-Court Clerk         | 02/23/20     | 80.48          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Standing Desk-Court Clerk         | 02/23/20     | 26.83          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Standing Desk-Court Clerk         | 02/23/20     | 26.82          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Credit Voucher for CIS Conference | 02/23/20     | 52.50-         | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Credit Voucher for CIS Conference | 02/23/20     | 61.25-         | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Credit Voucher for CIS Conference | 02/23/20     | 61.25-         | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Postage                           | 02/23/20     | 7.80           | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Employee Appreciation             | 02/23/20     | 22.99          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | WWTP Interview-Lunch              | 02/23/20     | 53.25          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | Planning Department Plan Stamp    | 02/23/20     | 78.95          | 44711        | 03/10/20         |
|               |                              | 7017MARCH      | "No Smoking" Signs for Marina     | 02/23/20     | 47.96          | 44711        | 03/10/20         |
|               |                              | 8336MARCH      | Java Junkies                      | 02/23/20     | 75.00          | 44795        | 03/18/20         |
|               |                              | 8336MARCH      | Amazon                            | 02/23/20     | 45.80          | 44795        | 03/18/20         |
|               |                              | 8336MARCH      | amazon                            | 02/23/20     | 72.00          | 44795        | 03/18/20         |
|               |                              | 8336MARCH      | amazon                            | 02/23/20     | 108.44         | 44795        | 03/18/20         |
|               |                              | 8336MARCH      | Amazon                            | 02/23/20     | 38.08          | 44795        | 03/18/20         |
|               | Total 148:                   |                |                                   |              | 5,808.47       |              |                  |
| <b>276</b>    |                              |                |                                   |              |                |              |                  |
| 276           | Builders FirstSource         | 80627670       | Hash Park                         | 03/10/20     | 62.68          | 44801        | 03/20/20         |
|               | Total 276:                   |                |                                   |              | 62.68          |              |                  |
| <b>294</b>    |                              |                |                                   |              |                |              |                  |
| 294           | Buttercreek Sod, LLC         | 19-14          | Sod for cemetery                  | 02/20/20     | 15.00          | 44802        | 03/20/20         |
|               | Total 294:                   |                |                                   |              | 15.00          |              |                  |
| <b>320</b>    |                              |                |                                   |              |                |              |                  |
| 320           | Canon Solutions America, Inc | 4032080557     | COPIER MAINTENANCE                | 02/29/20     | 314.93         | 44803        | 03/20/20         |
|               | Total 320:                   |                |                                   |              | 314.93         |              |                  |
| <b>351</b>    |                              |                |                                   |              |                |              |                  |
| 351           | Cascade Natural Gas Corp.    | 3033MARCH      | 82959 Draper St.                  | 02/25/20     | 68.99          | 44715        | 03/10/20         |
|               |                              | 4006.1092M     | 700 6th St.                       | 02/25/20     | 127.00         | 44715        | 03/10/20         |
|               |                              | 4006.1092M     | 700 6th St.                       | 02/25/20     | 127.00         | 44715        | 03/10/20         |
|               |                              | 4006.1092M     | 700 6th St.                       | 02/25/20     | 127.00         | 44715        | 03/10/20         |
|               |                              | 7846MARCH      | 830 6th St.                       | 02/25/20     | 239.95         | 44715        | 03/10/20         |
|               |                              | 7851MARCH      | 822 6TH ST.                       | 02/25/20     | 112.54         | 44715        | 03/10/20         |
|               |                              | 8476MARCH      | 1205 W. 3RD St.                   | 02/25/20     | 590.31         | 44715        | 03/10/20         |
|               | Total 351:                   |                |                                   |              | 1,392.79       |              |                  |

| Vendor Number | Name                          | Invoice Number | Description                               | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|---|--------------|----------------|--------------|------------------|
| <b>353</b>    |                               |                |   |              |                |              |                  |
| 353           | Caselle, Inc.                 | 101078         | Support & Maint. Contract for Timekeeping | 03/03/20     | 272.00         | 44716        | 03/10/20         |
| Total 353:    |                               |                |   |              | 272.00         |              |                  |
| <b>362</b>    |                               |                |   |              |                |              |                  |
| 362           | Center Point Large Print      | 1764027        | Large Print Books for Library             | 03/01/20     | 140.22         | 44804        | 03/20/20         |
| Total 362:    |                               |                |   |              | 140.22         |              |                  |
| <b>367</b>    |                               |                |   |              |                |              |                  |
| 367           | CenturyLink                   | 678BMARCH      | Police Dept Phones                        | 02/25/20     | 93.23          | 44717        | 03/10/20         |
| Total 367:    |                               |                |   |              | 93.23          |              |                  |
| <b>391</b>    |                               |                |   |              |                |              |                  |
| 391           | CI INFORMATION MANAGMEN       | 0097172        | Onsite document shred                     | 02/29/20     | 94.80          | 44805        | 03/20/20         |
| Total 391:    |                               |                |   |              | 94.80          |              |                  |
| <b>410</b>    |                               |                |   |              |                |              |                  |
| 410           | CLUB 24                       | FEB2020        | Gym Joining Fee-Lemmon                    | 02/29/20     | 20.00          | 44807        | 03/20/20         |
|               |                               | JAN2020        | JOINING FEE-Whitaker                      | 02/15/20     | 20.00          | 44718        | 03/10/20         |
| Total 410:    |                               |                |   |              | 40.00          |              |                  |
| <b>420</b>    |                               |                |   |              |                |              |                  |
| 420           | COLEMAN, SCOTT                | APWA2020       | Travel Reimbursement for APWA             | 03/17/20     | 395.00         | 44719        | Multiple         |
|               |                               | APWA2020       | Travel Reimbursement for APWA             | 03/17/20     | 395.00-        |              |                  |
|               |                               | OAWUMARC       | MILEAGE REIMB                             | 03/01/20     | 287.50         | Multiple     | Multiple         |
| Total 420:    |                               |                |   |              | 287.50         |              |                  |
| <b>435</b>    |                               |                |   |              |                |              |                  |
| 435           | Commercial Tire               | 251019         | Tires                                     | 01/20/20     | 768.98         | 44720        | 03/10/20         |
| Total 435:    |                               |                |   |              | 768.98         |              |                  |
| <b>478</b>    |                               |                |   |              |                |              |                  |
| 478           | Creative Product Source, Inc. | CPI084314      | Posters for Summer Reading Program        | 03/11/20     | 317.32         | 44808        | 03/20/20         |
|               |                               | CPI084369      | Coloring Books for Library                | 03/13/20     | 123.14         | 44808        | 03/20/20         |
| Total 478:    |                               |                |   |              | 440.46         |              |                  |
| <b>488</b>    |                               |                |   |              |                |              |                  |
| 488           | Crystal Springs               | 9262940030     | Water for Police Department               | 03/04/20     | 37.48          | 44809        | 03/20/20         |

| Vendor Number | Name                           | Invoice Number | Description                            | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 488:    |                                |                |  |              | 37.48          |              |                  |
| <b>493</b>    |                                |                |  |              |                |              |                  |
| 493           | CUES                           | 556441         | Waste water cameras                    | 03/04/20     | 315.00         | 44810        | 03/20/20         |
| Total 493:    |                                |                |  |              | 315.00         |              |                  |
| <b>550</b>    |                                |                |  |              |                |              |                  |
| 550           | DEQ - Dept. of Environmental Q | WQ20STM-1      | Municipal Stormwater Permit Annual Fee | 03/03/20     | 2,904.00       | 44722        | 03/10/20         |
| Total 550:    |                                |                |  |              | 2,904.00       |              |                  |
| <b>607</b>    |                                |                |  |              |                |              |                  |
| 607           | Ducote Consulting              | 1397           | CDBG: Grant Writing                    | 01/01/20     | 1,750.00       | 44723        | 03/10/20         |
| Total 607:    |                                |                |  |              | 1,750.00       |              |                  |
| <b>609</b>    |                                |                |  |              |                |              |                  |
| 609           | Duke's Auto Plus               | 12737          | Oil Change                             | 03/17/20     | 75.00          | 44811        | 03/20/20         |
|               |                                | 12738          | Auto Repairs                           | 03/18/20     | 1,205.00       | 44811        | 03/20/20         |
| Total 609:    |                                |                |  |              | 1,280.00       |              |                  |
| <b>628</b>    |                                |                |  |              |                |              |                  |
| 628           | East Oregonian                 | 172005         | PUBLIC NOTICE                          | 02/13/20     | 273.44         | 44725        | 03/10/20         |
|               |                                | 172006         | PUBLIC NOTICE                          | 02/12/20     | 173.07         | 44725        | 03/10/20         |
|               |                                | 172408         | PUBLIC NOTICE                          | 02/15/20     | 210.80         | 44812        | 03/20/20         |
|               |                                | 172428         | RECRUITING-WWTP Supervisor             | 02/15/20     | 750.00         | 44812        | 03/20/20         |
| Total 628:    |                                |                |  |              | 1,407.31       |              |                  |
| <b>635</b>    |                                |                |  |              |                |              |                  |
| 635           | Eastern Oregon Telecom, LLC    | 8743MARCH      | Marina Internet                        | 03/01/20     | 307.87         | 44726        | 03/10/20         |
|               |                                | 8743MARCH      | City Hall Internet                     | 03/01/20     | 395.65         | 44726        | 03/10/20         |
|               |                                | 8743MARCH      | Library Internet                       | 03/01/20     | 300.69         | 44726        | 03/10/20         |
|               |                                | 8743MARCH      | Waste Water Treatment Telephone        | 03/01/20     | 337.05         | 44726        | 03/10/20         |
|               |                                | 8743MARCH      | Shop Internet                          | 03/01/20     | 64.05          | 44726        | 03/10/20         |
|               |                                | 8743MARCH      | Police Dept. Internet                  | 03/01/20     | 274.34         | 44726        | 03/10/20         |
| Total 635:    |                                |                |  |              | 1,679.65       |              |                  |
| <b>720</b>    |                                |                |  |              |                |              |                  |
| 720           | FERGUSON WATERWORKS #3         | 0682639-2      | Analytics Annual Fee                   | 02/25/20     | 15,447.50      | 44727        | 03/10/20         |
|               |                                | 0858101        | Meters & Radios                        | 03/03/20     | 6,819.84       | 44813        | 03/20/20         |
|               |                                | 0858114        | Water Dept. Supplies                   | 03/02/20     | 35.60          | 44813        | 03/20/20         |
| Total 720:    |                                |                |  |              | 22,302.94      |              |                  |

| Vendor Number | Name                         | Invoice Number | Description                         | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|-------------------------------------|--------------|----------------|--------------|------------------|
| <b>817</b>    |                              |                |                                     |              |                |              |                  |
| 817           | GG's Smokehouse Catering     | TASTYTUES      | Tasty Tuesday 2020                  | 03/24/20     | 3,750.00       | 44859        | 03/24/20         |
|               |                              | TRUANCYM       | Truancy Meeting Catering            | 02/25/20     | 299.00         | 44730        | 03/10/20         |
| Total 817:    |                              |                |                                     |              | 4,049.00       |              |                  |
| <b>856</b>    |                              |                |                                     |              |                |              |                  |
| 856           | Gotcha Covered               | 137728         | Cleaning Services                   | 03/03/20     | 443.84         | 44731        | 03/10/20         |
|               |                              | 137728         | Cleaning Services                   | 03/03/20     | 383.98         | 44731        | 03/10/20         |
|               |                              | 137728         | Cleaning Services                   | 03/03/20     | 383.98         | 44731        | 03/10/20         |
|               |                              | 137728         | Cleaning Services                   | 03/03/20     | 248.20         | 44731        | 03/10/20         |
| Total 856:    |                              |                |                                     |              | 1,460.00       |              |                  |
| <b>862</b>    |                              |                |                                     |              |                |              |                  |
| 862           | Grainger Inc.                | 9439185050     | Motor Start Capacitor               | 02/10/20     | 54.30          | 44732        | 03/10/20         |
| Total 862:    |                              |                |                                     |              | 54.30          |              |                  |
| <b>864</b>    |                              |                |                                     |              |                |              |                  |
| 864           | Granite Construction Company | 1754339        | Gravel for the shop                 | 02/24/20     | 67.50          | 44815        | 03/20/20         |
|               |                              | 1754339        | Gravel for Kiwanis Play Ground Area | 02/24/20     | 394.16         | 44815        | 03/20/20         |
|               |                              | 1754339        | Gravel for the shop                 | 02/24/20     | 67.50          | 44815        | 03/20/20         |
|               |                              | 1755277        | Kiwanis Park-bathroom install       | 02/26/20     | 398.63         | 44815        | 03/20/20         |
| Total 864:    |                              |                |                                     |              | 927.79         |              |                  |
| <b>905</b>    |                              |                |                                     |              |                |              |                  |
| 905           | H.D. Fowler Company          | I5393556       | Water Dept Supplies Meters etc      | 02/20/20     | 1,861.32       | 44733        | 03/10/20         |
|               |                              | I5398809       | Supplies Water Shop                 | 02/27/20     | 241.48         | 44817        | 03/20/20         |
| Total 905:    |                              |                |                                     |              | 2,102.80       |              |                  |
| <b>931</b>    |                              |                |                                     |              |                |              |                  |
| 931           | Harrington, Derek            | OAWUMARC       | MILEAGE REIMBURSEMENT-OAWU          | 03/01/20     | 287.50         | 44735        | 03/10/20         |
| Total 931:    |                              |                |                                     |              | 287.50         |              |                  |
| <b>960</b>    |                              |                |                                     |              |                |              |                  |
| 960           | Heller & Sons Dist., Inc.    | 25137          | Police Dept Fuel                    | 02/29/20     | 2,192.37       | 44736        | 03/10/20         |
|               |                              | 25138          | Gas for Public Works Vehicles       | 02/29/20     | 325.29         | 44736        | 03/10/20         |
|               |                              | 25138          | Gas for Public Works Vehicles       | 02/29/20     | 530.99         | 44736        | 03/10/20         |
|               |                              | 25138          | Gas for Public Works Vehicles       | 02/29/20     | 210.48         | 44736        | 03/10/20         |
|               |                              | 25138          | Gas for Public Works Vehicles       | 02/29/20     | 527.81         | 44736        | 03/10/20         |

| Vendor Number | Name                       | Invoice Number | Description                      | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|----------------------------------|--------------|----------------|--------------|------------------|
| Total 960:    |                            |                |                                  |              | 3,786.94       |              |                  |
| <b>966</b>    |                            |                |                                  |              |                |              |                  |
| 966           | Hermiston Auto Parts, Inc. | 022920         | Fees                             | 02/29/20     | 1.75           | 44737        | 03/10/20         |
|               |                            | 597717         | Thermostat for #932              | 02/06/20     | 14.49          | 44737        | 03/10/20         |
|               |                            | 597749         | Battery                          | 02/07/20     | 151.99         | 44737        | 03/10/20         |
|               |                            | 597825         | locate paint                     | 02/10/20     | 32.15          | 44737        | 03/10/20         |
|               |                            | 598130         | Truck 20                         | 02/18/20     | 12.49          | 44737        | 03/10/20         |
|               |                            | 598231         | Drill Bit                        | 02/20/20     | 29.99          | 44737        | 03/10/20         |
|               |                            | 598447         | supplies                         | 02/25/20     | 9.78           | 44737        | 03/10/20         |
|               |                            | 598486         | Marking Paint for Baseball Field | 02/26/20     | 12.86          | 44737        | 03/10/20         |
|               |                            | 598732         | Vehicle Maintenance              | 03/03/20     | .19            | 44818        | 03/20/20         |
|               |                            | 598732         | Vehicle Maintenance              | 03/03/20     | .33            | 44818        | 03/20/20         |
|               |                            | 598732         | Vehicle Maintenance              | 03/03/20     | .96            | 44818        | 03/20/20         |
|               |                            | 598732         | Vehicle Maintenance              | 03/03/20     | .36            | 44818        | 03/20/20         |
|               |                            | 598732         | Vehicle Maintenance              | 03/03/20     | .55            | 44818        | 03/20/20         |
|               |                            | 598803         | Vehicle Maintenance              | 03/04/20     | .69            | 44818        | 03/20/20         |
|               |                            | 598803         | Vehicle Maintenance              | 03/04/20     | 1.20           | 44818        | 03/20/20         |
|               |                            | 598803         | Vehicle Maintenance              | 03/04/20     | 3.44           | 44818        | 03/20/20         |
|               |                            | 598803         | Vehicle Maintenance              | 03/04/20     | 1.29           | 44818        | 03/20/20         |
|               |                            | 598803         | Vehicle Maintenance              | 03/04/20     | 1.98           | 44818        | 03/20/20         |
|               |                            | 598842         | Vehicle Maintenance              | 03/05/20     | 140.48         | 44818        | 03/20/20         |
|               |                            | 599114         | Shop Towels                      | 03/11/20     | 9.87           | 44818        | 03/20/20         |
|               |                            | 599173         | Supplies                         | 03/13/20     | 33.28          | 44818        | 03/20/20         |
| Total 966:    |                            |                |                                  |              | 460.12         |              |                  |
| <b>973</b>    |                            |                |                                  |              |                |              |                  |
| 973           | Hermiston Herald, The      | 30150          | Subscription for Library         | 02/01/20     | 49.00          | 44738        | 03/10/20         |
| Total 973:    |                            |                |                                  |              | 49.00          |              |                  |
| <b>975</b>    |                            |                |                                  |              |                |              |                  |
| 975           | HERMISTON MUNICIPAL COU    | 200121         | Bail Transfer Pablo Cisneros     | 03/01/20     | 200.00         | 44739        | 03/10/20         |
| Total 975:    |                            |                |                                  |              | 200.00         |              |                  |
| <b>1012</b>   |                            |                |                                  |              |                |              |                  |
| 1012          | Home Depot Credit Services | 1045683        | Riverside Dr. Road Closure       | 02/06/20     | 12.25          | 44741        | 03/10/20         |
|               |                            | 3045518        | Riverside Dr. Road Closure       | 02/04/20     | 267.84         | 44741        | 03/10/20         |
|               |                            | 5034395        | Marina Bathroom Repair           | 01/23/20     | 15.98          | 44741        | 03/10/20         |
|               |                            | 5044550        | Marina Bathroom Repair           | 01/23/20     | 21.94          | 44741        | 03/10/20         |
|               |                            | 7044407        | Tools for Water Dept             | 01/21/20     | 89.97          | 44741        | 03/10/20         |
|               |                            | 7044408        | Marina Frost Protection          | 01/21/20     | 97.84          | 44741        | 03/10/20         |
|               |                            | 7101747        | Tools for Street Dept.           | 01/21/20     | 99.49          | 44741        | 03/10/20         |
| Total 1012:   |                            |                |                                  |              | 605.31         |              |                  |
| <b>1050</b>   |                            |                |                                  |              |                |              |                  |
| 1050          | IDEXX Distribution Corp.   | 3060092490     | Colilert Testing Supplies        | 02/12/20     | 1,197.41       | 44819        | 03/20/20         |

| Vendor Number | Name                           | Invoice Number | Description  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 1050:   |                                |                |  |              | 1,197.41       |              |                  |
| <b>1060</b>   |                                |                |  |              |                |              |                  |
| 1060          | Ingram                         | 43860740       | Library Books  | 02/05/20     | 9.10           | 44742        | 03/10/20         |
|               |                                | 43874747       | Library Books  | 02/06/20     | 53.39          | 44742        | 03/10/20         |
|               |                                | 44103092       | Library Books  | 02/25/20     | 16.80          | 44742        | 03/10/20         |
|               |                                | 44103093       | Library Books  | 02/25/20     | 16.79          | 44742        | 03/10/20         |
|               |                                | 44103094       | Library Books  | 02/25/20     | 16.20          | 44742        | 03/10/20         |
|               |                                | 44232158       | Library Books  | 03/05/20     | 17.39          | 44820        | 03/20/20         |
|               |                                | 44232159       | Library Books  | 03/05/20     | 16.20          | 44820        | 03/20/20         |
|               |                                | 44232160       | Library Books  | 03/05/20     | 9.75           | 44820        | 03/20/20         |
|               |                                | 44246049       | Library Books  | 03/06/20     | 117.09         | 44820        | 03/20/20         |
|               |                                | 44285788       | Library Books  | 03/10/20     | 17.40          | 44820        | 03/20/20         |
|               |                                | 44285789       | Library Books  | 03/10/20     | 32.39          | 44820        | 03/20/20         |
|               |                                | 44285790       | Library Books  | 03/10/20     | 7.79           | 44820        | 03/20/20         |
| Total 1060:   |                                |                |  |              | 330.29         |              |                  |
| <b>1068</b>   |                                |                |  |              |                |              |                  |
| 1068          | Intermountain ESD              | 598T066836     | HMDI Cables  | 02/13/20     | 145.18         | 44743        | 03/10/20         |
|               |                                | 598T067190     | Power Supply for MS Surface-Coleman                        | 03/09/20     | 34.08          | 44821        | 03/20/20         |
|               |                                | 598T067190     | Power Supply for MS Surface-Coleman                        | 03/09/20     | 34.07          | 44821        | 03/20/20         |
| Total 1068:   |                                |                |  |              | 213.33         |              |                  |
| <b>1089</b>   |                                |                |  |              |                |              |                  |
| 1089          | J U B Engineers, Inc.          | 132210         | Lind Road Improvements                                     | 03/05/20     | 10,837.62      | 44744        | 03/10/20         |
|               |                                | 132437         | Umatilla On-Call Engineering Services                      | 03/18/20     | 777.56         | 44822        | 03/20/20         |
|               |                                | 132437         | Umatilla On-Call Engineering Services                      | 03/18/20     | 777.55         | 44822        | 03/20/20         |
|               |                                | 132443         | Umatilla Phase 1 Construction Management Services          | 03/18/20     | 8,463.53       | 44822        | 03/20/20         |
|               |                                | 132459         | Power City Water Tech Memo and CDBG Application Assistance | 03/18/20     | 4,097.13       | 44822        | 03/20/20         |
| Total 1089:   |                                |                |  |              | 24,953.39      |              |                  |
| <b>1099</b>   |                                |                |  |              |                |              |                  |
| 1099          | James C. Fulper dba Health Opt | 88659          | Police Physicals   | 03/06/20     | 231.00         | 44823        | 03/20/20         |
| Total 1099:   |                                |                |  |              | 231.00         |              |                  |
| <b>1108</b>   |                                |                |  |              |                |              |                  |
| 1108          | JESSE RODRIGUEZ CONSTR         | 7              | Industrial Discharge Facility Project                      | 03/11/20     | 152,088.91     | 44824        | 03/20/20         |
| Total 1108:   |                                |                |  |              | 152,088.91     |              |                  |

| Vendor Number | Name                             | Invoice Number | Description                           | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|----------------------------------|----------------|---------------------------------------|--------------|----------------|--------------|------------------|
| <b>1112</b>   |                                  |                |                                       |              |                |              |                  |
| 1112          | Jimmy's Johns Portable Toilets L | 11017          | Marina & RV Park - 2 Units            | 03/02/20     | 185.00         | 44825        | 03/20/20         |
| Total 1112:   |                                  |                |                                       |              | 185.00         |              |                  |
| <b>1142</b>   |                                  |                |                                       |              |                |              |                  |
| 1142          | Jordan Ramis PC                  | 166756         | Legal Services                        | 02/28/20     | 269.50         | 44746        | 03/10/20         |
|               |                                  | 166756         | Legal Services                        | 02/28/20     | 784.50         | 44746        | 03/10/20         |
| Total 1142:   |                                  |                |                                       |              | 1,054.00       |              |                  |
| <b>1154</b>   |                                  |                |                                       |              |                |              |                  |
| 1154          | JWC Environmental LLC            | 101094         | Brush Kit for Sewer Plant             | 02/14/20     | 626.27         | 44747        | 03/10/20         |
| Total 1154:   |                                  |                |                                       |              | 626.27         |              |                  |
| <b>1177</b>   |                                  |                |                                       |              |                |              |                  |
| 1177          | Kennedy, Keith                   | TRAVELREI      | Training/Travel                       | 03/09/20     | 982.38         | 44748        | 03/10/20         |
|               |                                  | TRVLREIMB      | NW LEADERSHIP CONF PER DIEM           | 02/26/20     | 188.00         | 44703        | 03/02/20         |
| Total 1177:   |                                  |                |                                       |              | 1,170.38       |              |                  |
| <b>1189</b>   |                                  |                |                                       |              |                |              |                  |
| 1189          | KIE Supply Corp                  | 2018470        | Waterline repair 6th St.              | 02/14/20     | 111.30         | 44749        | 03/10/20         |
|               |                                  | 2018709        | Supplies                              | 02/20/20     | 73.57          | 44749        | 03/10/20         |
|               |                                  | 2018710        | Supplies                              | 02/20/20     | 76.23          | 44749        | 03/10/20         |
|               |                                  | 2018830        | Sprinkler Parts                       | 02/24/20     | 8.62           | 44749        | 03/10/20         |
|               |                                  | 2018831        | Sprinkler Parts                       | 02/24/20     | 8.62           | 44749        | 03/10/20         |
|               |                                  | 2018881        | Sprinkler Parts                       | 02/25/20     | 13.35          | 44749        | 03/10/20         |
|               |                                  | 2019030        | Kiwanis Park Sewer Line               | 02/27/20     | 112.97         | 44826        | 03/20/20         |
|               |                                  | 2019079        | Water Dept Supplies                   | 02/27/20     | 21.47          | 44826        | 03/20/20         |
|               |                                  | 2019113        | Kiwanis Irrigation Repair             | 02/28/20     | 65.40          | 44826        | 03/20/20         |
| Total 1189:   |                                  |                |                                       |              | 474.29         |              |                  |
| <b>1219</b>   |                                  |                |                                       |              |                |              |                  |
| 1219          | Kuhn Law Offices                 | 3155           | Easements                             | 03/09/20     | 440.00         | 44827        | 03/20/20         |
|               |                                  | 3156           | Lind Rd. Easement                     | 03/09/20     | 60.00          | 44827        | 03/20/20         |
|               |                                  | 3157           | Legal Services - Consulting Agreement | 03/09/20     | 262.50         | 44827        | 03/20/20         |
| Total 1219:   |                                  |                |                                       |              | 762.50         |              |                  |
| <b>1221</b>   |                                  |                |                                       |              |                |              |                  |
| 1221          | Kuo Testing Labs, Inc.           | 20B0236        | TRCI Lab Tests TBR                    | 02/21/20     | 85.10          | 44751        | 03/10/20         |
|               |                                  | 20B0252        | TRCI Lab Tests TBR                    | 02/25/20     | 26.00          | 44751        | 03/10/20         |
| Total 1221:   |                                  |                |                                       |              | 111.10         |              |                  |
| <b>1226</b>   |                                  |                |                                       |              |                |              |                  |
| 1226          | L.N. Curtis and Sons             | INV306262      | Robeson Uniform                       | 08/06/19     | 197.87         | 44752        | 03/10/20         |
|               |                                  | INV315781      | Uniform                               | 09/09/19     | 220.54         | 44752        | 03/10/20         |

| Vendor Number | Name                           | Invoice Number | Description                                | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|--|--------------|----------------|--------------|------------------|
|               |                                | INV316082      | PD Uniform                                 | 09/09/19     | 220.54         | 44752        | 03/10/20         |
| Total 1226:   |                                |                |  |              | 638.95         |              |                  |
| <b>1272</b>   |                                |                |  |              |                |              |                  |
| 1272          | Life Flight Network Foundation | CARLSON        | Life Flight Membership                     | 03/02/20     | 50.00          | 44753        | 03/10/20         |
|               |                                | LONGHORN       | Life Flight Membership                     | 03/02/20     | 50.00          | 44753        | 03/10/20         |
| Total 1272:   |                                |                |  |              | 100.00         |              |                  |
| <b>1418</b>   |                                |                |  |              |                |              |                  |
| 1418          | Mechanix, Inc.                 | 862            | Kiwanis Restroom Plumbing                  | 03/08/20     | 1,380.11       | 44754        | 03/10/20         |
|               |                                | 867            | Moving Water Meters on 6th St.             | 03/14/20     | 466.83         | 44828        | 03/20/20         |
| Total 1418:   |                                |                |  |              | 1,846.94       |              |                  |
| <b>1461</b>   |                                |                |  |              |                |              |                  |
| 1461          | Mid-American Research Chemic   | 689376-IN      | Gloves, Black Nitrile                      | 02/27/20     | 537.39         | 44829        | 03/20/20         |
| Total 1461:   |                                |                |  |              | 537.39         |              |                  |
| <b>1561</b>   |                                |                |  |              |                |              |                  |
| 1561          | Norco Inc.                     | 28564255       | Safety Vest                                | 02/13/20     | 35.88          | 44756        | 03/10/20         |
|               |                                | 28695112       | Cylinder Rental                            | 02/29/20     | 41.47          | 44830        | 03/20/20         |
|               |                                | 28695112       | Cylinder Rental                            | 02/29/20     | 41.47          | 44830        | 03/20/20         |
| Total 1561:   |                                |                |  |              | 118.82         |              |                  |
| <b>1563</b>   |                                |                |  |              |                |              |                  |
| 1563          | North Coast Electric Co.       | 68196          | Supplies                                   | 03/03/20     | 1.40           | 44831        | 03/20/20         |
| Total 1563:   |                                |                |  |              | 1.40           |              |                  |
| <b>1580</b>   |                                |                |  |              |                |              |                  |
| 1580          | NW Farm Supply Inc.            | A214695        | Deer Grain Lined Glove                     | 02/19/20     | 29.98          | 44757        | 03/10/20         |
|               |                                | A215679        | Parks Supplies                             | 03/11/20     | 357.67         | 44832        | 03/20/20         |
|               |                                | C109850        | street maintenance                         | 02/13/20     | 66.57          | 44757        | 03/10/20         |
|               |                                | C109965        | street department maintenance              | 02/19/20     | 21.98          | 44757        | 03/10/20         |
|               |                                | K1232          | Credit for Duplicate Billing-Voids C109849 | 03/10/20     | 57.67-         | 44757        | 03/10/20         |
| Total 1580:   |                                |                |  |              | 418.53         |              |                  |
| <b>1597</b>   |                                |                |  |              |                |              |                  |
| 1597          | OEDA                           | 2019-1534      | MEMBERSHIP DUES-Seitz                      | 01/31/20     | 250.00         | 44833        | 03/20/20         |
| Total 1597:   |                                |                |  |              | 250.00         |              |                  |
| <b>1615</b>   |                                |                |  |              |                |              |                  |
| 1615          | One Call Concepts, Inc.        | 20502          | Regular Tickets, Modem                     |              |                |              |                  |

| Vendor Number | Name                          | Invoice Number | Description                       | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|-----------------------------------|--------------|----------------|--------------|------------------|
|               |                               |                | Delivery                          | 02/29/20     | 111.72         | 44758        | 03/10/20         |
| Total 1615:   |                               |                |                                   |              | 111.72         |              |                  |
| <b>1636</b>   |                               |                |                                   |              |                |              |                  |
| 1636          | Oregon Dept of Revenue        | 173388MAR      | State Court Assessments           | 03/01/20     | 26,077.09      | 44759        | 03/10/20         |
| Total 1636:   |                               |                |                                   |              | 26,077.09      |              |                  |
| <b>1638</b>   |                               |                |                                   |              |                |              |                  |
| 1638          | Oregon Dept of Transportation | B330821200     | Street Maintenance - Mag Chloride | 02/28/20     | 813.90         | 44760        | 03/10/20         |
| Total 1638:   |                               |                |                                   |              | 813.90         |              |                  |
| <b>1676</b>   |                               |                |                                   |              |                |              |                  |
| 1676          | OXARC Inc.                    | 30908661       | Fire Ext inspection/recharge      | 03/11/20     | 41.50          | 44834        | 03/20/20         |
| Total 1676:   |                               |                |                                   |              | 41.50          |              |                  |
| <b>1684</b>   |                               |                |                                   |              |                |              |                  |
| 1684          | Pacific Power                 | 0010MARCH      | 820 6th Street                    | 02/17/20     | 99.84          | 44761        | 03/10/20         |
|               |                               | 0013MARCH      | HWY 395 & 730 Interti Well        | 02/17/20     | 2,143.15       | 44761        | 03/10/20         |
|               |                               | 0021MARCH      | McNary Ind Park                   | 02/27/20     | 7,332.05       | 44761        | 03/10/20         |
|               |                               | 0039MARCH      | McFarland Well                    | 02/26/20     | 1,513.62       | 44761        | 03/10/20         |
|               |                               | 0047MARCH      | McNary Mobil Phase #2             | 02/28/20     | 270.34         | 44761        | 03/10/20         |
|               |                               | 0054MARCH      | City Park Rest Rooms              | 02/25/20     | 252.91         | 44761        | 03/10/20         |
|               |                               | 0062MARCH      | Shop Complex                      | 02/17/20     | 26.73          | 44761        | 03/10/20         |
|               |                               | 0070MARCH      | 8th & F SE Corner                 | 02/17/20     | 144.75         | 44761        | 03/10/20         |
|               |                               | 0088MARCH      | 8th & E St SS Park                | 02/17/20     | 130.18         | 44761        | 03/10/20         |
|               |                               | 0096MARCH      | 6th & A St.                       | 02/25/20     | 17.92          | 44761        | 03/10/20         |
|               |                               | 0104MARCH      | Street lights                     | 02/19/20     | 2,335.04       | 44761        | 03/10/20         |
|               |                               | 0112MARCH      | 800 6th St.                       | 02/17/20     | 48.80          | 44761        | 03/10/20         |
|               |                               | 0112MARCH      | City Hall                         | 02/17/20     | 243.44         | 44761        | 03/10/20         |
|               |                               | 0112MARCH      | City Hall                         | 02/17/20     | 243.44         | 44761        | 03/10/20         |
|               |                               | 0112MARCH      | City Hall                         | 02/17/20     | 243.44         | 44761        | 03/10/20         |
|               |                               | 0120MARCH      | 632 D St.                         | 02/17/20     | 733.21         | 44761        | 03/10/20         |
|               |                               | 0146MARCH      | Bud Draper Dr.                    | 02/17/20     | 2,869.00       | 44761        | 03/10/20         |
|               |                               | 0153MARCH      | Water Booster Station             | 02/17/20     | 1,409.52       | 44761        | 03/10/20         |
|               |                               | 0161MARCH      | Water Tank Port Umatilla          | 02/17/20     | 3,825.55       | 44761        | 03/10/20         |
|               |                               | 0179MARCH      | 285 Radar Rd.                     | 03/02/20     | 495.99         | 44761        | 03/10/20         |
|               |                               | 0187MARCH      | Div 7 Naches Ave Lift             | 02/17/20     | 28.88          | 44761        | 03/10/20         |
|               |                               | 0377MARCH      | Bath House Marina                 | 02/25/20     | 821.68         | 44761        | 03/10/20         |
|               |                               | 0385MARCH      | Fish Cleaning Sation              | 02/25/20     | 18.43          | 44761        | 03/10/20         |
|               |                               | 0393MARCH      | West End Comfort Station          | 02/25/20     | 18.76          | 44761        | 03/10/20         |
|               |                               | 0401MARCH      | Electric Sv15 Hp Pump Marina Levy | 02/25/20     | 94.57          | 44761        | 03/10/20         |
|               |                               | 0419MARCH      | Quincy Ave. N 2nd @ Marina        | 02/25/20     | 226.49         | 44761        | 03/10/20         |
|               |                               | 0427MARCH      | Marina Park                       | 02/25/20     | 1,398.95       | 44761        | 03/10/20         |
|               |                               | 0435MARCH      | 1710 Quincy St.                   | 02/25/20     | 681.27         | 44761        | 03/10/20         |
|               |                               | 0443MARCH      | Marina Street Lights              | 03/13/20     | 194.57         | 44835        | 03/20/20         |

| Vendor Number | Name                         | Invoice Number | Description                                | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|--|--------------|----------------|--------------|------------------|
|               |                              | 0476MARCH      | ABT 30322 HWY 730 Umatilla                 | 02/25/20     | 24.91          | 44761        | 03/10/20         |
|               |                              | 0500MARCH      | Kiwanis Park Lights                        | 02/17/20     | 19.03          | 44761        | 03/10/20         |
| Total 1684:   |                              |                |  |              | 27,906.46      |              |                  |
| <b>1715</b>   |                              |                |  |              |                |              |                  |
| 1715          | Pea Ridge Embroidery         | 36276          | Set Up Fee for Logo                        | 01/30/20     | 30.00          | 44763        | 03/10/20         |
|               |                              | 36276          | Set Up Fee for Logo                        | 01/30/20     | 30.00          | 44763        | 03/10/20         |
|               |                              | 36276          | Set Up Fee for Logo                        | 01/30/20     | 30.00          | 44763        | 03/10/20         |
|               |                              | 36276          | Set Up Fee for Logo                        | 01/30/20     | 30.00          | 44763        | 03/10/20         |
|               |                              | 36276          | Set Up Fee for Logo                        | 01/30/20     | 30.00          | 44763        | 03/10/20         |
|               |                              | 36349          | City Apparel                               | 02/24/20     | 5,859.64       | 44763        | 03/10/20         |
|               |                              | 36349          | Clothing Allowance-Scott Coleman           | 02/24/20     | 11.76          | 44763        | 03/10/20         |
|               |                              | 36349          | Clothing Allowance-Scott Coleman           | 02/24/20     | 11.74          | 44763        | 03/10/20         |
|               |                              | 36349          | Clothing Allowance-Scott Coleman           | 02/24/20     | 11.74          | 44763        | 03/10/20         |
|               |                              | 36349          | Clothing Allowance-Scott Coleman           | 02/24/20     | 11.74          | 44763        | 03/10/20         |
| Total 1715:   |                              |                |  |              | 6,056.62       |              |                  |
| <b>1763</b>   |                              |                |  |              |                |              |                  |
| 1763          | Platt                        | 0D03541        | Supplies for Marina                        | 03/09/20     | 39.19          | 44837        | 03/20/20         |
|               |                              | 0D76377        | Kiwanis Restroom Improvements              | 02/24/20     | 106.63         | 44764        | 03/10/20         |
|               |                              | 0E74685        | Kiwanis Restroom Improvements              | 03/09/20     | 43.47          | 44837        | 03/20/20         |
|               |                              | 0E76232        | Kiwanis Restroom Improvements              | 03/09/20     | 3.70           | 44837        | 03/20/20         |
|               |                              | X712087        | Flood Lights for City Signs                | 12/10/19     | 22.33          | 44764        | 03/10/20         |
|               |                              | X846781        | LGD LED Bulb                               | 12/13/19     | 145.08         | 44764        | 03/10/20         |
|               |                              | X878891        | Street Light Maintenance                   | 12/18/19     | 27.28          | 44764        | 03/10/20         |
|               |                              | X891172        | Street Light Maintenance                   | 12/19/19     | 89.12          | 44764        | 03/10/20         |
| Total 1763:   |                              |                |  |              | 186.64         |              |                  |
| <b>1770</b>   |                              |                |  |              |                |              |                  |
| 1770          | Popular Subscription Service | SW-04208       | Library Periodicals                        | 02/26/20     | 264.36         | 44765        | 03/10/20         |
| Total 1770:   |                              |                |  |              | 264.36         |              |                  |
| <b>1774</b>   |                              |                |  |              |                |              |                  |
| 1774          | Postmaster                   | BOX277.202     | Marina Po Box Rental                       | 03/03/20     | 114.00         | 44766        | 03/10/20         |
| Total 1774:   |                              |                |  |              | 114.00         |              |                  |
| <b>1791</b>   |                              |                |  |              |                |              |                  |
| 1791          | PRO RENTAL & SALES, INC.     | 22-1159982     | Mini Excavator-Kiwanis Pk Restroom Install | 02/28/20     | 922.20         | 44838        | 03/20/20         |
|               |                              | 22-1160429     | For Kiwanis Park Restroom install          | 02/28/20     | 633.36         | 44838        | 03/20/20         |

| Vendor Number | Name | Invoice Number | Description                                | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------|----------------|--|--------------|----------------|--------------|------------------|
|               |      | 22-1162719     | Sod Cutter and Tiller                      | 03/03/20     | 161.88         | 44838        | 03/20/20         |
|               |      | 22-1162754     | Mini Excavator-Kiwanis Pk Restroom Install | 03/03/20     | 596.43         | 44838        | 03/20/20         |
|               |      | 22-1164944     | Sod Cutter Rental                          | 03/11/20     | 87.78          | 44838        | 03/20/20         |
|               |      | 22-1165835     | Asphalt VH 10 Tacti-Cut                    | 03/12/20     | 102.00         | 44838        | 03/20/20         |
| Total 1791:   |      |                |  |              | 2,503.65       |              |                  |

**1818**

1818 Quill Corporation

|         |                 |          |        |       |          |
|---------|-----------------|----------|--------|-------|----------|
| 4932894 | Office Supplies | 02/20/20 | 48.12  | 44767 | 03/10/20 |
| 4932894 | Office Supplies | 02/20/20 | 9.56   | 44767 | 03/10/20 |
| 4932894 | Office Supplies | 02/20/20 | 19.28  | 44767 | 03/10/20 |
| 4932894 | Office Supplies | 02/20/20 | 28.84  | 44767 | 03/10/20 |
| 4932894 | Office Supplies | 02/20/20 | 28.84  | 44767 | 03/10/20 |
| 4932894 | Office Supplies | 02/20/20 | 19.28  | 44767 | 03/10/20 |
| 4932894 | Office Supplies | 02/20/20 | 2.83   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | 6.75   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | 1.34   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | 2.70   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | 4.05   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | 4.05   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | 2.70   | 44767 | 03/10/20 |
| 4941987 | Office Supplies | 02/20/20 | .40    | 44767 | 03/10/20 |
| 5102597 | Office Supplies | 02/27/20 | 75.20  | 44839 | 03/20/20 |
| 5102597 | Office Supplies | 02/27/20 | 14.94  | 44839 | 03/20/20 |
| 5102597 | Office Supplies | 02/27/20 | 30.13  | 44839 | 03/20/20 |
| 5102597 | Office Supplies | 02/27/20 | 45.07  | 44839 | 03/20/20 |
| 5102597 | Office Supplies | 02/27/20 | 45.07  | 44839 | 03/20/20 |
| 5102597 | Office Supplies | 02/27/20 | 30.13  | 44839 | 03/20/20 |
| 5102597 | Office Supplies | 02/27/20 | 4.41   | 44839 | 03/20/20 |
| 5166871 | Marina Supplies | 03/02/20 | 336.83 | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | 6.75   | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | 1.34   | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | 2.70   | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | 4.04   | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | 4.04   | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | 2.70   | 44839 | 03/20/20 |
| 5195605 | Office Supplies | 03/03/20 | .41    | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 17.18  | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 3.41   | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 6.88   | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 10.30  | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 10.30  | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 6.88   | 44839 | 03/20/20 |
| 5204865 | Office Supplies | 03/03/20 | 1.02   | 44839 | 03/20/20 |
| 5206718 | Marina Supplies | 03/03/20 | 9.49   | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | 10.43  | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | 2.07   | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | 4.18   | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | 6.25   | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | 6.25   | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | 4.18   | 44839 | 03/20/20 |
| 5243900 | Office Supplies | 03/04/20 | .62    | 44839 | 03/20/20 |

| Vendor Number | Name                            | Invoice Number | Description               | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|---------------------------|--------------|----------------|--------------|------------------|
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | 9.39           | 44839        | 03/20/20         |
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | 1.87           | 44839        | 03/20/20         |
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | 3.76           | 44839        | 03/20/20         |
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | 5.63           | 44839        | 03/20/20         |
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | 5.63           | 44839        | 03/20/20         |
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | 3.76           | 44839        | 03/20/20         |
|               |                                 | 5281884        | Office Supplies           | 03/05/20     | .54            | 44839        | 03/20/20         |
|               |                                 | 5375484        | Marina Supplies           | 03/10/20     | 77.97          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 69.98          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 13.90          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 28.04          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 41.94          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 41.94          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 28.04          | 44839        | 03/20/20         |
|               |                                 | 5412774        | Office Supplies           | 03/10/20     | 4.10           | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | 7.55-          | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | 1.50-          | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | 3.03-          | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | 4.53-          | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | 4.53-          | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | 3.03-          | 44839        | 03/20/20         |
|               |                                 | 887101         | Office Supplies           | 03/09/20     | .43-           | 44839        | 03/20/20         |
|               |                                 | Total 1818:    |                           |              |                | 1,193.83     |                  |
| <b>1827</b>   |                                 |                |                           |              |                |              |                  |
| 1827          | Rae's Dayz Diner & Cakery, LLC  | TASTYTUES      | TASTY TUESDAY             | 03/24/20     | 5,000.00       | 44862        | 03/24/20         |
|               |                                 | Total 1827:    |                           |              |                | 5,000.00     |                  |
| <b>1849</b>   |                                 |                |                           |              |                |              |                  |
| 1849          | Recorded Books, LLC             | 76622424       | Books on Tape for Library | 03/03/20     | 132.26         | 44840        | 03/20/20         |
|               |                                 | Total 1849:    |                           |              |                | 132.26       |                  |
| <b>1943</b>   |                                 |                |                           |              |                |              |                  |
| 1943          | Sanitary Disposal, Inc.         | JAN2020        | Refuse Collection         | 03/16/20     | 54,655.36      | 44841        | 03/20/20         |
|               |                                 | JAN2020        | Marina Refuse             | 03/16/20     | 738.35         | 44841        | 03/20/20         |
|               |                                 | Total 1943:    |                           |              |                | 55,393.71    |                  |
| <b>1944</b>   |                                 |                |                           |              |                |              |                  |
| 1944          | Sanitary Disposal, Transfer St  | 18265MARC      | CITY CLEAN UP 2019        | 03/03/20     | 706.80         | 44842        | 03/20/20         |
|               |                                 | 18265MARC      | Shop Clean Up             | 03/03/20     | 396.60         | 44842        | 03/20/20         |
|               |                                 | 18265MARC      | Shop Clean Up             | 03/03/20     | 396.60         | 44842        | 03/20/20         |
|               |                                 | 18265MARC      | Shop Clean Up             | 03/03/20     | 396.59         | 44842        | 03/20/20         |
|               |                                 | Total 1944:    |                           |              |                | 1,896.59     |                  |
| <b>1977</b>   |                                 |                |                           |              |                |              |                  |
| 1977          | Seder Architecture + Urban Des, | 7              | Umatilla Business Center  | 01/24/20     | 1,607.88       | 44769        | 03/10/20         |
|               |                                 | 7              | Umatilla Business Center  | 01/24/20     | 1,607.88       | 44769        | 03/10/20         |

| Vendor Number | Name                     | Invoice Number | Description                         | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------|----------------|-------------------------------------|--------------|----------------|--------------|------------------|
| Total 1977:   |                          |                |                                     |              | 3,215.76       |              |                  |
| <b>1981</b>   |                          |                |                                     |              |                |              |                  |
| 1981          | SEITZ, BRANDON           | TRAVELREI      | Building Department Training        | 03/03/20     | 82.50          | 44770        | 03/10/20         |
| Total 1981:   |                          |                |                                     |              | 82.50          |              |                  |
| <b>2021</b>   |                          |                |                                     |              |                |              |                  |
| 2021          | Simplot Grower Solutions | 757117357      | Street Maint. Weed Control          | 02/13/20     | 1,070.00       | 44773        | 03/10/20         |
| Total 2021:   |                          |                |                                     |              | 1,070.00       |              |                  |
| <b>2059</b>   |                          |                |                                     |              |                |              |                  |
| 2059          | Smitty's Ace Hardware    | 623570         | Supplies                            | 03/04/20     | 57.31          | 44843        | 03/20/20         |
|               |                          | 623916         | Supplies                            | 03/10/20     | 31.16          | 44843        | 03/20/20         |
|               |                          | 624379         | Safety Eyewear and Equipment Rental | 03/17/20     | 385.99         | 44843        | 03/20/20         |
| Total 2059:   |                          |                |                                     |              | 474.46         |              |                  |
| <b>2067</b>   |                          |                |                                     |              |                |              |                  |
| 2067          | SOTELO, SUSANA           | TRAVELREI      | Story Time Workshop                 | 03/10/20     | 82.77          | 44844        | 03/20/20         |
| Total 2067:   |                          |                |                                     |              | 82.77          |              |                  |
| <b>2076</b>   |                          |                |                                     |              |                |              |                  |
| 2076          | Specks Printing          | 7688           | Printed Forms and Supplies          | 03/25/20     | 162.40         | 44774        | 03/10/20         |
|               |                          | 7688           | Printed Forms and Supplies          | 03/25/20     | 32.48          | 44774        | 03/10/20         |
|               |                          | 7688           | Printed Forms and Supplies          | 03/25/20     | 64.96          | 44774        | 03/10/20         |
|               |                          | 7688           | Printed Forms and Supplies          | 03/25/20     | 9.28           | 44774        | 03/10/20         |
|               |                          | 7688           | Printed Forms and Supplies          | 03/25/20     | 97.44          | 44774        | 03/10/20         |
|               |                          | 7688           | Printed Forms and Supplies          | 03/25/20     | 97.44          | 44774        | 03/10/20         |
| Total 2076:   |                          |                |                                     |              | 464.00         |              |                  |
| <b>2112</b>   |                          |                |                                     |              |                |              |                  |
| 2112          | STOCKDALE, DAVE          | IMCACONFE      | ICMA West Coast Conference 2020     | 02/25/20     | 1,159.27       | 44775        | Multiple         |
|               |                          | IMCACONFE      | ICMA West Coast Conference 2020     | 02/25/20     | 1,159.27-      |              |                  |
| Total 2112:   |                          |                |                                     |              | .00            |              |                  |
| <b>2148</b>   |                          |                |                                     |              |                |              |                  |
| 2148          | Talos Engineering, Inc.  | 1472           | Cellular Texting System             | 03/01/20     | 60.00          | 44847        | 03/20/20         |

| Vendor Number | Name                            | Invoice Number | Description                                  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 2148:   |                                 |                |  |              | 60.00          |              |                  |
| <b>2217</b>   |                                 |                |  |              |                |              |                  |
| 2217          | Tonkon Torp, LLP                | 1599323        | SIP Agreement w/County                       | 03/06/20     | 10,466.00      | 44848        | 03/20/20         |
| Total 2217:   |                                 |                |  |              | 10,466.00      |              |                  |
| <b>2224</b>   |                                 |                |  |              |                |              |                  |
| 2224          | Tovey, Natalia                  | TRVLREIMB      | Per Diem for NW LEADERSHIP CONF 2020         | 02/26/20     | 188.00         | 44705        | 03/02/20         |
|               |                                 | UNIFORMRE      | Uniform Allowance Reimbursement              | 03/01/20     | 109.98         | 44778        | 03/10/20         |
| Total 2224:   |                                 |                |  |              | 297.98         |              |                  |
| <b>2227</b>   |                                 |                |  |              |                |              |                  |
| 2227          | Traffic Safety Supply Co.       | INV023478      | Supplies                                     | 02/10/20     | 748.31         | 44779        | 03/10/20         |
|               |                                 | INV024419      | Barricades                                   | 03/10/20     | 706.87         | 44849        | 03/20/20         |
| Total 2227:   |                                 |                |  |              | 1,455.18       |              |                  |
| <b>2265</b>   |                                 |                |  |              |                |              |                  |
| 2265          | Umatilla Circuit Court          | 20VI19094D     | 20VI19094 Idel Lamas Dominguez-Bail Transfer | 03/01/20     | 440.00         | 44780        | 03/10/20         |
| Total 2265:   |                                 |                |  |              | 440.00         |              |                  |
| <b>2268</b>   |                                 |                |  |              |                |              |                  |
| 2268          | Umatilla County Attn: Finance   | 173388MAR      | County Court Assessments                     | 03/01/20     | 3,200.35       | 44781        | 03/10/20         |
| Total 2268:   |                                 |                |  |              | 3,200.35       |              |                  |
| <b>2278</b>   |                                 |                |  |              |                |              |                  |
| 2278          | Umatilla County Sheriff's Ofc   | 2020020002     | 911 Dispatch Services                        | 02/26/20     | 20,970.00      | 44782        | 03/10/20         |
| Total 2278:   |                                 |                |  |              | 20,970.00      |              |                  |
| <b>2281</b>   |                                 |                |  |              |                |              |                  |
| 2281          | Umatilla Elect. Coop. Assoc.    | 4907MARCH      | Street Lights                                | 03/01/20     | 46.99          | 44850        | 03/20/20         |
|               |                                 | 6190MARCH      | Street Lights                                | 03/01/20     | 70.00          | 44850        | 03/20/20         |
|               |                                 | 6190MARCH      | Sewer Pump                                   | 03/01/20     | 66.61          | 44850        | 03/20/20         |
|               |                                 | 7216MARCH      | Street Lights                                | 03/01/20     | 59.99          | 44850        | 03/20/20         |
|               |                                 | 7216MARCH      | Sewer Pump                                   | 03/01/20     | 43.18          | 44850        | 03/20/20         |
| Total 2281:   |                                 |                |  |              | 286.77         |              |                  |
| <b>2287</b>   |                                 |                |  |              |                |              |                  |
| 2287          | Umatilla Museum & Historical Fo | 2020MEMBE      | GOLD STAR MEMBERSHIP                         | 03/01/20     | 100.00         | 44851        | 03/20/20         |
| Total 2287:   |                                 |                |  |              | 100.00         |              |                  |

| Vendor Number | Name                         | Invoice Number | Description                             | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|---|--------------|----------------|--------------|------------------|
| <b>2289</b>   |                              |                |   |              |                |              |                  |
| 2289          | Umatilla Ready-Mix, Inc.     | 10814          | Eco Blocks-Riverside Drive              | 02/03/20     | 450.00         | 44783        | 03/10/20         |
| Total 2289:   |                              |                |   |              | 450.00         |              |                  |
| <b>2290</b>   |                              |                |   |              |                |              |                  |
| 2290          | Umatilla Rural Fire District | FIRSTAIDCP     | First Aid/CPR/AED                       | 03/01/20     | 315.20         | 44784        | 03/10/20         |
| Total 2290:   |                              |                |   |              | 315.20         |              |                  |
| <b>2293</b>   |                              |                |   |              |                |              |                  |
| 2293          | Unifirst Corporation         | 14302505       | Bldg Maint/Supplies CH/Library          | 02/28/20     | 44.72          | 44786        | 03/10/20         |
|               |                              | 14302505       | Bldg Maint/Supplies CH/Library          | 02/28/20     | 69.28          | 44786        | 03/10/20         |
|               |                              | 14302505       | Bldg Maint/Supplies CH/Library          | 02/28/20     | 69.29          | 44786        | 03/10/20         |
|               |                              | 1430263016     | Bldg Maint/Supplies CH/Library          | 03/06/20     | 44.72          | 44853        | 03/20/20         |
|               |                              | 1430263016     | Bldg Maint/Supplies CH/Library          | 03/06/20     | 69.28          | 44853        | 03/20/20         |
|               |                              | 1430263016     | Bldg Maint/Supplies CH/Library          | 03/06/20     | 69.29          | 44853        | 03/20/20         |
|               |                              | 1430263530     | Bldg Maint/Supplies CH/Library          | 03/13/20     | 60.59          | 44853        | 03/20/20         |
|               |                              | 1430263530     | Bldg Maint/Supplies CH/Library          | 03/13/20     | 93.86          | 44853        | 03/20/20         |
|               |                              | 1430263530     | Bldg Maint/Supplies CH/Library          | 03/13/20     | 93.86          | 44853        | 03/20/20         |
| Total 2293:   |                              |                |   |              | 614.89         |              |                  |
| <b>2307</b>   |                              |                |   |              |                |              |                  |
| 2307          | UPS                          | 0176352        | Police Postage                          | 03/07/20     | 34.06          | 44854        | 03/20/20         |
|               |                              | 84WV8060       | Service Fee                             | 02/08/20     | 1.72           | 44787        | 03/10/20         |
|               |                              | 84WV8090       | Police Postage                          | 02/29/20     | 19.03          | 44787        | 03/10/20         |
| Total 2307:   |                              |                |   |              | 54.81          |              |                  |
| <b>2311</b>   |                              |                |   |              |                |              |                  |
| 2311          | US Bank                      | 1550952        | Sewer Bond Semi-Annual Interest Payment | 02/10/20     | 10,150.00      | 44788        | 03/10/20         |
| Total 2311:   |                              |                |   |              | 10,150.00      |              |                  |
| <b>2314</b>   |                              |                |   |              |                |              |                  |
| 2314          | USA Bluebook Inc.            | 144167         | WWTP Maint.                             | 02/13/20     | 2,254.90       | 44789        | 03/10/20         |
|               |                              | 149163         | WWTP Maint.                             | 02/19/20     | 304.69         | 44789        | 03/10/20         |
|               |                              | 159954         | WWTP Maint.                             | 03/02/20     | 263.00         | 44855        | 03/20/20         |
| Total 2314:   |                              |                |   |              | 2,822.59       |              |                  |
| <b>2337</b>   |                              |                |   |              |                |              |                  |
| 2337          | Verizon Wireless             | 9848489307     | Water Dept Lines                        | 02/15/20     | 165.24         | 44790        | 03/10/20         |

| Vendor Number | Name                           | Invoice Number | Description                    | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|--------------------------------|--------------|----------------|--------------|------------------|
|               |                                | 9849615074     | Cell Phone Administrator       | 03/02/20     | 80.02          | 44856        | 03/20/20         |
|               |                                | 9849615074     | Public Works Phones            | 03/02/20     | 133.32         | 44856        | 03/20/20         |
|               |                                | 9849615074     | Public Works Phones            | 03/02/20     | 133.32         | 44856        | 03/20/20         |
|               |                                | 9849615074     | Police Air Cards               | 03/02/20     | 1,123.92       | 44856        | 03/20/20         |
| Total 2337:   |                                |                |                                |              | 1,635.82       |              |                  |
| <b>2361</b>   |                                |                |                                |              |                |              |                  |
| 2361          | Walmart Community              | 001712         | HDMI Cable for Council Chamber | 01/21/20     | 12.97          | 44791        | 03/10/20         |
|               |                                | 001712         | Acct. Credit                   | 01/21/20     | 1.02           | 44791        | 03/10/20         |
| Total 2361:   |                                |                |                                |              | 11.95          |              |                  |
| <b>2410</b>   |                                |                |                                |              |                |              |                  |
| 2410          | Whitaker, Dennis               | APWA2020       | APWA Conference                | 03/17/20     | 197.50         | 44792        | 03/10/20         |
|               |                                | APWA2020       | APWA Conference                | 03/17/20     | 197.50         | 44792        | 03/10/20         |
| Total 2410:   |                                |                |                                |              | 395.00         |              |                  |
| <b>2422</b>   |                                |                |                                |              |                |              |                  |
| 2422          | Wilde Electric                 | B3614          | WWTP-WDS Pump                  | 02/19/20     | 5,958.50       | 44793        | 03/10/20         |
| Total 2422:   |                                |                |                                |              | 5,958.50       |              |                  |
| <b>2461</b>   |                                |                |                                |              |                |              |                  |
| 2461          | Wright, Bill                   | TRVLREIMB      | NW LEADERSHIP CONFERENCE       | 02/26/20     | 188.00         | 44706        | 03/02/20         |
| Total 2461:   |                                |                |                                |              | 188.00         |              |                  |
| <b>2468</b>   |                                |                |                                |              |                |              |                  |
| 2468          | Xylem Water Solutions USA, Inc | 3556B08828     | Pump Maintenance               | 02/14/20     | 549.52         | 44794        | 03/10/20         |
| Total 2468:   |                                |                |                                |              | 549.52         |              |                  |
| <b>2557</b>   |                                |                |                                |              |                |              |                  |
| 2557          | Hermiston Ranch & Home         | I480080157     | Clothing Allowance-Whitaker    | 02/18/20     | 162.00         | 44740        | 03/10/20         |
|               |                                | I480080157     | Clothing Allowance-Whitaker    | 02/18/20     | 17.99          | 44740        | 03/10/20         |
|               |                                | I480080184     | Supplies-Streets               | 02/19/20     | 37.43          | 44740        | 03/10/20         |
| Total 2557:   |                                |                |                                |              | 217.42         |              |                  |
| <b>2612</b>   |                                |                |                                |              |                |              |                  |
| 2612          | Hermiston Transportation       | TASTYTUES      | Delivery for Tasty Tuesday     | 03/24/20     | 1,000.00       | 44857        | 03/24/20         |
| Total 2612:   |                                |                |                                |              | 1,000.00       |              |                  |
| <b>2628</b>   |                                |                |                                |              |                |              |                  |
| 2628          | Strong, Arianna                | TRAVELREI      | Storytime Workshop             | 03/11/20     | 51.25          | 44845        | 03/20/20         |

| Vendor Number | Name                            | Invoice Number | Description                                | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 2628:   |                                 |                |  |              | 51.25          |              |                  |
| <b>2638</b>   |                                 |                |  |              |                |              |                  |
| 2638          | Rosales, Pablo                  | 191603ROS      | 191603 Restitution                         | 03/01/20     | 10.00          | 44768        | 03/10/20         |
| Total 2638:   |                                 |                |  |              | 10.00          |              |                  |
| <b>2640</b>   |                                 |                |  |              |                |              |                  |
| 2640          | Blue Mountain Cabinet Suppliers | PD02242020     | Cabinets for the Police Dept               | 02/24/20     | 1,403.00       | 44713        | 03/10/20         |
| Total 2640:   |                                 |                |  |              | 1,403.00       |              |                  |
| <b>2647</b>   |                                 |                |  |              |                |              |                  |
| 2647          | Pinnock, David Wayne            | 113            | Park Concessionaire Services               | 02/16/20     | 5,500.00       | 44704        | 03/02/20         |
|               |                                 | 114            | Park Concessionaire Services               | 03/15/20     | 5,500.00       | 44836        | 03/20/20         |
|               |                                 | MOORAGER       | Moorage Revenue Sharing Summary-QTR 4 2019 | 03/19/20     | 1,526.40       | 44836        | 03/20/20         |
|               |                                 | RVPRKREV       | 4th QTR Revenue Sharing-RV Park/Campground | 03/19/20     | 698.57         | 44836        | 03/20/20         |
| Total 2647:   |                                 |                |  |              | 13,224.97      |              |                  |
| <b>2695</b>   |                                 |                |  |              |                |              |                  |
| 2695          | Umpqua Research Company         | T001599        | Lab Testing-Coliforms                      | 02/12/20     | 240.00         | 44785        | 03/10/20         |
|               |                                 | T001601        | Lab Testing-Coliforms Marina               | 02/12/20     | 30.00          | 44785        | 03/10/20         |
|               |                                 | T001859        | Coliforms                                  | 03/10/20     | 30.00          | 44852        | 03/20/20         |
|               |                                 | T001860        | Coliforms                                  | 03/10/20     | 240.00         | 44852        | 03/20/20         |
| Total 2695:   |                                 |                |  |              | 540.00         |              |                  |
| <b>2707</b>   |                                 |                |  |              |                |              |                  |
| 2707          | Morfin Larios, Maria            | 192049MOR      | 192049 Restitution                         | 03/01/20     | 25.00          | 44755        | 03/10/20         |
| Total 2707:   |                                 |                |  |              | 25.00          |              |                  |
| <b>2723</b>   |                                 |                |  |              |                |              |                  |
| 2723          | T Mobile                        | 8369MARCH      | Hotspots                                   | 02/20/20     | 123.64         | 44776        | 03/10/20         |
| Total 2723:   |                                 |                |  |              | 123.64         |              |                  |
| <b>2739</b>   |                                 |                |  |              |                |              |                  |
| 2739          | Barry, Chris                    | 200057BAR      | 173388 Chris Barry                         | 03/01/20     | 150.00         | 44712        | 03/10/20         |
| Total 2739:   |                                 |                |  |              | 150.00         |              |                  |
| <b>2740</b>   |                                 |                |  |              |                |              |                  |
| 2740          | Simon Transport                 | 200237KUE      | 200237 Daniel P Kuehnl                     | 03/01/20     | 440.00         | 44772        | 03/10/20         |

| Vendor Number | Name                  | Invoice Number | Description              | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-----------------------|----------------|--------------------------|--------------|----------------|--------------|------------------|
| Total 2740:   |                       |                |                          |              | 440.00         |              |                  |
| <b>2741</b>   |                       |                |                          |              |                |              |                  |
| 2741          | Dyer, Sheila F        | 200253DYE      | 200253 Sheila F Dyer     | 03/01/20     | 25.00          | 44724        | 03/10/20         |
| Total 2741:   |                       |                |                          |              | 25.00          |              |                  |
| <b>2742</b>   |                       |                |                          |              |                |              |                  |
| 2742          | Kim, Brian T.         | 192760KIM      | 192760 Brian T Kim       | 03/01/20     | 265.00         | 44750        | 03/10/20         |
| Total 2742:   |                       |                |                          |              | 265.00         |              |                  |
| <b>2743</b>   |                       |                |                          |              |                |              |                  |
| 2743          | Hanson, David         | 200086HAN      | 200086 David Hanson      | 03/01/20     | 25.00          | 44734        | 03/10/20         |
| Total 2743:   |                       |                |                          |              | 25.00          |              |                  |
| <b>2744</b>   |                       |                |                          |              |                |              |                  |
| 2744          | JB Express LLC        | 192515JENK     | 192515 James B Jenkins   | 03/01/20     | 455.00         | 44745        | 03/10/20         |
| Total 2744:   |                       |                |                          |              | 455.00         |              |                  |
| <b>2745</b>   |                       |                |                          |              |                |              |                  |
| 2745          | Garcia, Arnold        | 193097GAR      | 193097 Arnold Garcia     | 03/01/20     | 25.00          | 44728        | 03/10/20         |
| Total 2745:   |                       |                |                          |              | 25.00          |              |                  |
| <b>2746</b>   |                       |                |                          |              |                |              |                  |
| 2746          | Shkinder, Nataliya    | 200229GRE      | 200229 Sergey S. Grechko | 03/01/20     | 215.00         | 44771        | 03/10/20         |
| Total 2746:   |                       |                |                          |              | 215.00         |              |                  |
| <b>2747</b>   |                       |                |                          |              |                |              |                  |
| 2747          | Baker, Harry          | 200126JASO     | 2001 Jason W. Bell       | 03/01/20     | 215.00         | 44710        | 03/10/20         |
|               |                       | 200127JASO     | 200127 Jason W. Bell     | 03/01/20     | 38.00          | 44710        | 03/10/20         |
| Total 2747:   |                       |                |                          |              | 253.00         |              |                  |
| <b>2748</b>   |                       |                |                          |              |                |              |                  |
| 2748          | D & E Transport, INC. | 200295JAMI     | 200295 Eric R Jamison    | 03/01/20     | 215.00         | 44721        | 03/10/20         |
| Total 2748:   |                       |                |                          |              | 215.00         |              |                  |
| <b>2749</b>   |                       |                |                          |              |                |              |                  |
| 2749          | Germany, Ivan L       | 200180GER      | 200180 Ivan L. Germany   | 03/01/20     | 475.00         | 44729        | 03/10/20         |
| Total 2749:   |                       |                |                          |              | 475.00         |              |                  |
| <b>2750</b>   |                       |                |                          |              |                |              |                  |
| 2750          | T.M. Consulting       | DEC2019.FE     | Consulting               | 03/06/20     | 112.50         | 44777        | 03/10/20         |
|               |                       | DEC2019.FE     | Consulting               | 03/06/20     | 967.50         | 44777        | 03/10/20         |
|               |                       | DEC2019.FE     | Consulting               | 03/06/20     | 382.50         | 44777        | 03/10/20         |

| Vendor Number | Name                          | Invoice Number | Description                                | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 2750:   |                               |                |  |              | 1,462.50       |              |                  |
| <b>2751</b>   |                               |                |  |              |                |              |                  |
| 2751          | Carla McLane Consulting, LLC. | UMA-2020-0     | Consulting Services                        | 02/04/20     | 2,092.50       | 44714        | 03/10/20         |
| Total 2751:   |                               |                |  |              | 2,092.50       |              |                  |
| <b>2752</b>   |                               |                |  |              |                |              |                  |
| 2752          | Pape Machinery                | KM231112S      | John Deere 333G with Attachments           | 02/28/20     | 33,000.00      | 44762        | 03/10/20         |
|               |                               | KM231112S      | John Deere 333G with Attachments           | 02/28/20     | 29,500.00      | 44762        | 03/10/20         |
|               |                               | KM231112S      | John Deere 333G with Attachments           | 02/28/20     | 34,000.00      | 44762        | 03/10/20         |
|               |                               | KM231112S      | John Deere 333G with Attachments           | 02/28/20     | 10,442.67      | 44762        | 03/10/20         |
| Total 2752:   |                               |                |  |              | 106,942.67     |              |                  |
| <b>2753</b>   |                               |                |  |              |                |              |                  |
| 2753          | Brown, Sandy                  | 8772000003     | Permit Refund Overpayment                  | 03/16/20     | 7,495.14       | 44800        | 03/20/20         |
| Total 2753:   |                               |                |  |              | 7,495.14       |              |                  |
| <b>2754</b>   |                               |                |  |              |                |              |                  |
| 2754          | GreenPlay LLC                 | 6860           | Consulting Master Park Plan                | 03/10/20     | 3,150.00       | 44816        | 03/20/20         |
| Total 2754:   |                               |                |  |              | 3,150.00       |              |                  |
| <b>2756</b>   |                               |                |  |              |                |              |                  |
| 2756          | Accredited Security           | 20031205       | Tasers                                     | 03/10/20     | 1,377.90       | 44797        | 03/20/20         |
| Total 2756:   |                               |                |  |              | 1,377.90       |              |                  |
| <b>2757</b>   |                               |                |  |              |                |              |                  |
| 2757          | Susteen                       | GRANT-15       | Mobile Forensic Training with DataPilot 10 | 03/16/20     | 2,845.00       | 44846        | 03/20/20         |
| Total 2757:   |                               |                |  |              | 2,845.00       |              |                  |
| <b>2758</b>   |                               |                |  |              |                |              |                  |
| 2758          | Geophysical Survey, LLC       | 3546           | Utility Locate                             | 03/09/20     | 380.00         | 44814        | 03/20/20         |
| Total 2758:   |                               |                |  |              | 380.00         |              |                  |
| <b>2759</b>   |                               |                |  |              |                |              |                  |
| 2759          | CivicPlus                     | 197658         | CivicRec Annual Fee                        | 02/29/20     | 2,750.00       | 44806        | 03/20/20         |
| Total 2759:   |                               |                |  |              | 2,750.00       |              |                  |

| Vendor Number | Name               | Invoice Number | Description   | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------|----------------|---------------|--------------|----------------|--------------|------------------|
| <b>2760</b>   |                    |                |               |              |                |              |                  |
| 2760          | Java Junkies       | TASTYTUES      | Tasty Tuesday | 03/24/20     | 4,530.50       | 44860        | 03/24/20         |
| Total 2760:   |                    |                |               |              | 4,530.50       |              |                  |
| <b>2761</b>   |                    |                |               |              |                |              |                  |
| 2761          | Margarito Corcuera | TASTYTUES      | TASTY TUESDAY | 03/24/20     | 2,180.00       | 44861        | 03/24/20         |
| Total 2761:   |                    |                |               |              | 2,180.00       |              |                  |
| <b>2762</b>   |                    |                |               |              |                |              |                  |
| 2762          | G&J Dairy Freeze   | TASTYTUES      | TASTY TUESDAY | 03/24/20     | 4,324.65       | 44858        | 03/24/20         |
| Total 2762:   |                    |                |               |              | 4,324.65       |              |                  |
| <b>2763</b>   |                    |                |               |              |                |              |                  |
| 2763          | Donitas Tacos      | TASTY TUES     | TASTY TUESDAY | 03/24/20     | 8,095.19       | 44863        | 03/24/20         |
| Total 2763:   |                    |                |               |              | 8,095.19       |              |                  |
| Grand Totals: |                    |                |               |              | 604,607.32     |              |                  |

Report Criteria:  
Detail report type printed

CITY OF UMATILLA, OREGON

**AGENDA BILL**

|   |  |
|---|--|
| <p><b>Agenda Title:</b><br/>Ordinance No. 843 - An ordinance granting to Umatilla Electric Cooperative and its successors and assigns, a nonexclusive right and franchise for a period of twenty (20) years to construct, maintain and operate, in, on and under the present and future streets, alleys, bridges and public places of the City of Umatilla, Umatilla County, Oregon, electric light, power lines and appurtenances for the purpose of supplying electricity and electric service to the City of Umatilla, the inhabitants thereof and others, subject to the terms and conditions and to the making of the payments specified in the ordinance, and providing for the repeal of Ordinance No. 797 of the City of Umatilla, passed and approved March 3, 2015.</p> | <p><b>Meeting Date:</b><br/>2020-04-07</p> |
|---|--|

|   |  |  |                             |
|---|--|--|-----------------------------|
| <p><b>Department:</b><br/>Finance &amp; Administrative Services</p> | <p><b>Director:</b><br/>Melissa Ince</p> | <p><b>Contact Person:</b><br/>Melissa Ince</p> | <p><b>Phone Number:</b></p> |
|---|--|--|-----------------------------|

|  |   |
|--|---|
| <p><b>Cost of Proposal:</b><br/>N/A</p> <p><b>Amount Budgeted:</b><br/>N/A</p> | <p><b>Fund(s) Name and Number(s):</b><br/>General Fund - 01</p> |
|--|---|

|   |  |
|---|--|
| <p><b>Reviewed by Finance Department:</b><br/>Yes</p> | <p><b>Previously Presented:</b><br/>03/17/2020</p> |
|---|--|

**Attachments to Agenda Packet Item:**

[ORD 843.docx](#)

**Summary Statement:**

The City's electrical franchise agreement cap with UEC was subject to re-negotiation this March. The current cap is \$500,000 annually. This ordinance proposes an increased cap of \$1 million in 2020-2024 and \$1.5 million in 2025-2029 and repeals the previous ordinance adopted in March 2015.

- (a) Motion for first reading of Ordinance No. 843 by title only.
- (b) Motion to approve Ordinance No. 843.

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

**ORDINANCE NO. 843**

**AN ORDINANCE GRANTING TO UMATILLA ELECTRIC COOPERATIVE AND ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE FOR A PERIOD OF TWENTY (20) YEARS TO CONSTRUCT, MAINTAIN AND OPERATE, IN, ON AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF UMATILLA, UMATILLA COUNTY, OREGON, ELECTRIC LIGHT, POWER LINES AND APPURTENANCES FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY OF UMATILLA, THE INHABITANTS THEREOF AND OTHERS, SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF THE PAYMENTS SPECIFIED IN THE ORDINANCE, AND PROVIDING FOR THE REPEAL OF ORDINANCE NO. 797 OF THE CITY OF UMATILLA, PASSED AND APPROVED MARCH 3, 2015.**

THE CITY OF UMATILLA, OREGON ORDAINS AS FOLLOWS:

**Section 1. Franchise, Re-opener and Term.** The City of Umatilla, Umatilla County, Oregon hereinafter referred to as “the City,” hereby grants to Umatilla Electric Cooperative, an electrical cooperative, and to its successors and assigns, hereinafter referred to as “Grantee,” a right and franchise for the period of twenty (20) years from and after the effective date of this ordinance, to construct, maintain and operate in, on, above and under the present and future streets, alleys, bridges and public places of the City, excluding parks and recreation areas unless underground, hereinafter referred to as “streets,” electric light and power lines, with all the necessary or desirable appurtenances, for the purpose of supplying electricity and electric service to the City and to the inhabitants thereof, subject to the terms and conditions and to the making of the payments hereinafter specified.

It is expressly understood that certain streets, roads and public rights of way within the City are or may be under the jurisdiction of either the State of Oregon or Umatilla County. This agreement does not intend to convey rights on, under or over facilities within their jurisdiction.

**Section 2. Franchise Non Exclusive.** The right and franchise hereby granted shall not be exclusive; and the City expressly reserves the right, at any time during the term of the franchise, to grant rights or franchises for such purposes to other persons or corporations, as well as the right in its own name as a municipality to use said streets for such purposes in the event that the City shall hereafter decide to engage in the business of supplying electricity and electric service for municipal or other uses. Notwithstanding the grant of this right and franchise, the siting of new transmission lines shall be subject to the lawful rules and regulations of the City of Umatilla to the extent of its jurisdictional authority. Notwithstanding the non-exclusive nature of this right and franchise, nothing in this agreement shall be deemed a waiver by Grantee of its rights under Oregon’s Territorial Allocation Statutes currently set forth in ORS Chapter 758.

**Section 3. Location, Installation, Maintenance.** The locations and methods of installation and maintenance of all poles, wires, fixtures, underground lines, and appurtenances thereto (hereinafter referred to as “facilities”) shall be subject at all times to reasonable regulation by the Council of the City; and all such facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. All of such facilities shall be installed and at all times maintained by Grantee in accordance with good electrical practice.

**Section 4. Service; Dependability.** The service to be furnished hereunder by Grantee shall be continuous and shall be adequate for the requirements of the City and its inhabitants, subject to accidents,

interferences or interruptions beyond the reasonable control of Grantee, and shall be furnished under such reasonable control of Grantee and under reasonable rules and regulations as Grantee may make from time to time for the proper conduct of its business. Such service and all rates and charges therefor and all rules and regulations pertaining thereto or to the making of necessary and proper extension of service shall be subject at all times to any rules, regulations and orders lawfully prescribed by Grantee or any governmental authority having jurisdiction thereof.

**Section 5. Moving Buildings on City Streets.** When necessary, in order to permit any duly authorized person to move any building or other structure across or along any of said streets, grantee shall temporarily raise or remove its facilities upon such streets. Grantee shall temporarily raise or remove its facilities upon such streets, upon reasonable notice in advance from the City, and at such time and in such manner as may be reasonably necessary to accommodate such moving, consistent with the maintenance of proper service to Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal, and of any interruption of Grantee's service to its customers caused thereby, shall first be paid or satisfactorily secured to Grantee by the owner or mover of such building or other structure.

**Section 6. City Use of Utility's Structures.** The City shall have the right, upon reasonable notice to Grantee and without payment or charge thereof, to attach its fire alarm, police signal wires or traffic control systems to the poles of Grantee, but at its own risk and only in accordance with good electrical practice. If there is not sufficient space available thereon for said purposes as determined by Grantee, Grantee's structure may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance for such wires or appurtenant facilities. Such facilities shall be subject to interference by Grantee only when and to the extent necessary for the proper construction, maintenance, operation or repair of Grantee's facilities.

**Section 7. Indemnity; Compliance with City Ordinances.** Grantee shall protect and save the City, its officers, employees and agents, harmless against and from any and all damage claims, and any and all loss, liability, cost or expense, occasioned by any negligent act or omission of Grantee in the construction, maintenance, operation or repair of Grantee's property or any use thereof; and Grantee shall at all times comply with any lawful present or future charter provisions, ordinances, rules or regulations of the City relating to the manner of occupation or use, or to the repair or improvement of said streets.

**Section 8. Arboreal Maintenance.** Grantee shall have the right and privilege of trimming all trees which overhang said streets, in such a manner and to such an extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its facilities; providing no such trees are trimmed or cut back further than may be reasonably necessary to prevent such interference and to allow the proper operation and maintenance of said facilities. Nothing contained in this Section shall prevent Grantee, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang said streets.

**Section 9. Franchise Fee; Revenue.**

(a) Grantee shall pay to the City a franchise fee or charge equivalent to three and one half percent (3.5%) of Grantee's gross operating revenue as the same is defined herein. This franchise fee shall be limited to a maximum of \$1,000,000 remitted to the City in each calendar year for the five year period 2020-2024. This franchise fee shall be limited to a maximum of \$1,500,000 remitted to the City in each calendar year for the five year period 2025-2029.

(b) "Gross operating revenue," means Grantee's gross revenues from the sale and uses of electricity and electric service within the corporate limits of the City other than such revenues earned in interstate commerce or on the business of the United States government or any agency thereof, and after deducting therefrom any amounts paid by Grantee to the United States or to the State of Oregon as excise, occupation,

or business taxes upon the sale or distribution of electric service in the City. At the election of Grantee, Grantee may also deduct uncollectible accounts of customers within the City.

(c) Said franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to its exercise of this franchise within the corporate limits of the City and the amount due to the City under this agreement shall be the limit of any amounts charged to Grantee for occupation of the streets, alleys, bridges and public places of the City.

(d) The franchise fee shall be paid quarterly on or before the 30<sup>th</sup> of each month following a calendar quarter ending in March, June, September, or December. The franchise fee shall be computed upon the gross operating revenue accruing during the previous calendar quarter or portion thereof.

(e) Upon thirty (30) days written notice to Grantee, the City may elect to re-evaluate the franchise fee percent up to a maximum of five percent (5%) and the maximum dollar amount to be remitted to the City in any calendar year. Such re-evaluations may only be done once per every five (5) year anniversary of this agreement.

**Section 10. Assignment of Franchise.** This franchise shall not be sold, leased, assigned or otherwise transferred without the prior written consent of the City. Grantee may pledge, or encumber this franchise as part of a corporate reorganization, financing or refinancing activity without the City's prior knowledge and approval. Grantee must notify the City not later than ten (10) business days prior to the intended transfer, and the City will not unreasonably withhold any consent required.

**Section 11. Default.**

(a) The City reserves the right to terminate this franchise and all of Grantee's rights herein, if after the City has provided thirty (30) days' prior written notice to Grantee and given Grantee an opportunity to cure:

1. Grantee violates any material term of the franchise, or
2. Grantee fails to pay the franchise fee to the City after thirty (30) days have passed from the date upon which payment was due, or
3. Grantee commits any act of fraud or deceit toward the City that involve the terms and conditions of this agreement, or
4. Grantee fails to obtain or maintain any permit required by state or federal law or otherwise fails to comply with all applicable state and federal laws and City ordinances adopted heretofore or hereafter during the term of this franchise.

(b) The foregoing shall not constitute a substantial breach if the violation occurs without the fault of Grantee or occurs as a result of circumstances beyond its control. Grantee shall not be excused by mere economic hardship, nor misfeasance or malfeasance of its directors, officers, or employees.

**Section 12. Remedies of Default.** If after thirty (30) days from the date of Grantee's notification of any default pursuant to Section 11, Grantee cures the default or initiates satisfactory efforts to remedy the default, the City shall not terminate this franchise. If Grantee fails to cure any default within thirty (30) days of Grantee's notification of a default or does not make satisfactory efforts to remedy the default, the City may declare this franchise terminated and extinguish all rights of Grantee under this franchise.

**Section 13. Removal of Grantee's Property, Escheat.** All property and materials (including poles, posts, towers, wires, conduits, mains, pipes, rails, tracks, ties, railways, pole lines, telegraph, telephone or electric transmission lines, or structures or equipment of any kind) placed in, on, upon, over, under or beneath any public highways, street or alley of this City, under or by virtue of any grant, privilege

or franchise, shall be removed by the Grantee within one year after the expiration of this franchise, unless further time is granted by the City. Except as otherwise provided herein, if all of the property and materials referred to are not removed within one year after the termination or expiration of the franchise or such further timer as may be granted by the City, all and every part thereof shall be forfeited and escheated to the City. The City may notify the Grantee that it waives forfeiture and escheat under this section and may thereafter compel removal of such property and materials from the public highways, streets and alleys and restoration of the public highways, streets and alleys and may maintain court suit to require such removal and restoration by the Grantee or the payment of the cost thereof by the Grantee.

**Section 14. Repeal Ordinance 640.** Upon the effective date hereof, but not otherwise, Ordinance No. 640 of the City of Umatilla passed and approved May 7, 1996 is repealed.

**Section 15. Confidentiality.** The City agrees to use its best efforts to preserve the confidentiality of information designated by the Grantee as proprietary, to the extent permitted by law.

**Section 16. Fee Not a Tax.** The City Council determines that the fee imposed by this franchise is not a tax subject to the property tax limitations of Article XI, Section 1(b) of the Oregon constitution.

**Section 17. Severability.** The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other provision of this ordinance, which can be given effect without reference to the invalid part or parts.

**Section 18. Effective Date.** This ordinance shall take effect thirty (30) days after its enactment by the Council and approval by the Mayor, but shall become null and void unless within sixty (60) days after such effective date Grantee shall file with the Recorder Grantee's written acceptance of the terms, conditions and obligations to be complied with or performed by it hereunder.

**Section 19. Notices.** All notices required under the terms of this Contract to be given by either party to the other shall be in writing, and unless otherwise specified in writing shall be sent to the parties at the addresses following:

CITY:  
David Stockdale, City Manager  
City of Umatilla  
PO Box 130  
Umatilla, OR 97882

GRANTEE:  
Robert Echenrode, CEO  
Umatilla Electric Cooperative  
750 W. Elm  
Hermiston, OR 97838

PASSED and ADOPTED by the City Council the 7th day of April, 2020,

Voting yes, Council Members: \_\_\_\_\_

\_\_\_\_\_

Voting no, Council Members : \_\_\_\_\_

Absent Council Members : \_\_\_\_\_

Abstaining Council Members : \_\_\_\_\_

And SIGNED in authentication by the Mayor this 7th day of April, 2020.

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

ATTEST:

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

### ACCEPTANCE

This franchise ordinance is accepted Umatilla Electric Cooperative, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Umatilla Electric Cooperative

\_\_\_\_\_

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

Robert Echenrode, CEO

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 51-2020 - A resolution authorizing the Mayor to sign Intergovernmental Agreement No. 19-042 with the State of Oregon acting by and through its Department of Energy

**Meeting Date:**

2020-04-07

**Department:**

Finance & Administrative Services

**Director:**

David Stockdale

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

N/A

**Amount Budgeted:**

N/A

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

N/A

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

N/A

**Attachments to Agenda Packet Item:**

[RES 51-2020.docx](#)

[RES 51-2020 IGA 19-042.docx](#)

**Summary Statement:**

The State of Oregon acting by and through its Department of Energy wishes to enter into an intergovernmental agreement establish collaboration to perform services related to the review of Energy Facility Siting Council (EFSC) project-related documents. This agreement outlines the scope of City review and allows for City compensation up to \$5,000.

Motion to approve Resolution No. 51-2020

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

**RESOLUTION NO. 51-2020**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENT NO. 19-042 WITH THE STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENERGY**

**WHEREAS**, the State of Oregon acting by and through its Department of Energy wishes to enter into an intergovernmental agreement establish collaboration to perform services related to the review of Energy Facility Siting Council (EFSC) project-related documents; and

**WHEREAS**, the EFSC recognizes that they have the authority under ORS 469.030 to compensate a state agency or local government for expertise related to the review of those project-related documents; and

**WHEREAS**, it is the desire of the City of Umatilla to partner with other agencies whenever possible; and

**WHEREAS**, the time associated with this partnership will not be regular in nature or burdensome to City staff.

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

1. The City Council authorizes the Mayor to sign Intergovernmental Agreement No. 19-042 with the State of Oregon acting by and through its Department of Energy.
2. This authorization will be ratified to an effective date of July 1, 2019.

**PASSED** by the Council and **SIGNED** by the Mayor this 7<sup>th</sup> day of April, 2020.

---

Mary Dedrick, Mayor

ATTEST:

---

Nanci Sandoval, City Recorder

## INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Energy (“Agency”) and the City of Umatilla (“Local Government”), each a “Party” and, together, the “Parties.” All references in this Agreement to “Agency” refer to the Oregon Department of Energy (“ODOE”).

### SECTION 1: AUTHORITY

This Agreement is entered into pursuant to the authority granted by [ORS 190.110](#), allowing Local Governments to enter into agreements with state agencies to cooperate in performing duties, exercising powers or administering policies or programs. Additionally, [ORS 469.030](#) allows ODOE to contract with public and private agencies for energy activities consistent with [ORS 469.010](#), [ORS 469.350](#), [ORS 469.360](#), and [ORS 469.430](#) permit the Energy Facility Siting Council (“EFSC”) to compensate a state agency or local government for expenses related to:

- Consultation initiated by an applicant for a notice of intent or expedited review prior to the submittal of the formal request but after the payment of the fee under [ORS 469.421 \(2\)](#);
- Review of the notice of intent, the application for new or amended site certificate, or a request for an expedited review;
- The local government’s participation in a council proceeding and contested case;
- The performance of specific studies necessary to complete the council’s statutory evaluation of the application;
- Ensuring that certified facilities continue to comply with all terms and conditions of the site certificate or any order issued by ODOE under [469.405 \(2\)](#).

### SECTION 2: PURPOSE

The purpose of this Agreement is to establish collaboration between Agency and Local Government to perform services related to the review of Energy Facility Siting Council (“EFSC”) project-related documents and to identify the procedures related to authorizing work, invoicing and payment.

### SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last (“Effective Date”), and terminates on June 30, 2021, unless terminated earlier in accordance with Section 16.

### SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Todd Cornett, Assistant Director  
550 Capitol Street NE  
Salem, OR 97301  
(503) 378-8328 Office  
(503) 373-7806 Fax  
[todd.cornett@oregon.gov](mailto:todd.cornett@oregon.gov)

4.2 Local Government’s Authorized Representative is:

David Stockdale, City Manager  
700 Sixth St.  
Umatilla, OR 97882  
(541) 922-3226 Office  
(541) 922-5758 Fax  
[david@umatilla-city.org](mailto:david@umatilla-city.org)

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

## SECTION 6: COMPENSATION AND PAYMENTS TERMS

6.1 Agency shall reimburse Local Government, up to but not in excess of \$5,000, for all expenses that are necessary, just and reasonably incurred by performing the work and delivering the deliverables required of Local Government under this Agreement. Payment will be made monthly, for work performed to Agency’s satisfaction during the prior month, after submission of a satisfactory invoice.

6.2 Work must be assigned and authorized in writing by an Agency representative prior to Local Government beginning the work, and as described in Exhibit A. Local Government may be asked to provide a cost estimate for the work requested.

6.3 Local Government shall invoice Agency monthly for services. At a minimum, invoices must include the following information:

- EFSC project name;
- Agency agreement number #19-042;

- Local Government federal EIN;
- Time period for which the invoice covers;
- The following statement, followed by the signature of a person with the authority to certify the statement:

“By signing this invoice, the undersigned individual certifies that the individual understands that all statements and representations contained in or attached to this document are subject to the Oregon False Claims Act, ORS 180.750 to 180.785.”; and

- A report that explains the work included on each invoice, including the following:
  - Names of staff members working on the project;
  - Dates of service;
  - Number of hours worked, per staff member;
  - Specific activities and work conducted;
  - Total personal services costs (including OPE/ fringe benefits);
  - A description of any incurred expenses (parking fees, supplies, etc.);
  - Subtotals of personal and supplies/ services costs;
  - Subtotal of indirect/ administrative overhead costs;
  - Total project costs for this billing period;

6.4 Local Government shall only bill for hours worked. Agency will not pay for vacation, holiday, sick or any other leave. All invoices are due to Agency within 30 calendar days after the month end billing period. Due to Agency’s requirement to provide cost details and to seek reimbursement from project applicants, timely and accurate invoicing is critical. Agency may not pay invoices received more than 30 calendar days after the month end billing period.

6.5 Local Government shall send all invoices to:

Oregon Department of Energy  
Attn: Contracts Payable  
550 Capitol Street NE  
Salem, OR 97301  
[odoe.invoices@oregon.gov](mailto:odoe.invoices@oregon.gov)

Copy all emails to the Siting Division Fiscal Analyst at: [Sisily.Fleming@oregon.gov](mailto:Sisily.Fleming@oregon.gov)

## SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

Local Government is a city or county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

- 7.1 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.2 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.3 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.4 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.3 If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display

the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.

- 9.4 If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5 If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## SECTION 10: CONTRIBUTION

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts.

Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

## SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3 Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local

Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 13: REMEMDIIES

- 13.1 In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

## SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.2.6 Local Government may terminate this Agreement as follows:

16.2.7 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its

obligations under this Agreement;

16.2.8 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

16.2.9 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.2.9.1 As otherwise expressly provided in this Agreement.

16.3 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or

email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: SEVERABILITY**

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

## **SECTION 23: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 24: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.

## **SECTION 25: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or

may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. If Local Government will request reimbursement for subcontracts under ORS 469.350 and ORS 469.360, EFSC must review and approve the request prior to Local Government entering into contract. EFSC and Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

If Local Government requests to be reimbursed by subcontracting to respond to a request made by EFSC to comment and make recommendations under ORS 469.350, it must submit at a minimum the following information:

- The reason they are requesting funding for a contractor/consultant and cannot respond;
- A scope of work for the contractor/consultant;
- Contractor/consultant qualifications;
- A cost estimate for the work to be conducted.

## SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government’s performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 34: ADDITIONAL REQUIREMENTS**

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

### SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

### SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its  
Department of Energy

City of Umatilla

By: \_\_\_\_\_  
(Signature of Printed Name below)

By: \_\_\_\_\_  
(Signature of Printed Name below)

\_\_\_\_\_  
Janine Benner, Director

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
David McKay, Designated Procurement Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Cornett, Assistant Director

\_\_\_\_\_  
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Not Required  
Name, Title \_\_\_\_\_

\_\_\_\_\_  
Date

## EXHIBIT A

### STATEMENT OF WORK

Agency representative will request work in writing. Agency will not pay for any work other than that work requested by Agency, in writing.

Local Government shall review and provide comments on notices of intent, applications, for new and amended site certificates, expedited reviews and other EFSC project-related documents. In the case of notices of intent and applications for new or amended site certificates, the memorandum to reviewing agencies sent by EFSC per the requirements of [OAR 345-015-0120](#), [OAR 345-015-0180](#), and [OAR 345-015-0200](#) will serve as the required written request for work, as well as a description of the scope of work to be performed by Local Government under this Agreement. In the case of an applicant initiating consultation with the Local Government prior to submitting a notice of intent or request for expedited review but after the applicant has paid the required fee, or in the case of Local Government's requested compliance review or site inspection, ODOE will provide a detailed scope of the work to be performed by local government. In the case of a Special Advisory Group appointment, ODOE will provide a detailed scope of the work to be performed.

The work to be performed by Local Government is limited to Local Government's area of expertise as described in the memorandums to reviewing agencies, including, as applicable, evaluation of compliance with Local Government's permitting and regulatory requirements, and recommendations regarding EFSC findings and site certificate conditions. If specifically requested by Agency, Local Government will also conduct site visits, travel to participate in public hearings, perform field studies and provide consultation or expert testimony during site certificate contested case hearings.

Local Government must notify Agency in writing within 30 days of assignment of a new project lead.

Local Government agrees to cooperate with Agency's representative or designees to deliver work products in a manner which will allow Agency to meet the statutory timelines for documents under review. Information regarding these timelines is found in [ORS 469.350](#), [ORS 469.370](#) and [ORS 469.373](#). Local Government agrees to meet the comment deadlines provided in the memoranda to reviewing agencies or other delivery schedules mutually agreed upon by Agency and Local Government, in writing. General information regarding Agency and Local Government's work in the review of energy facility site applications and related documents is found in [ORS 469.300 through 469.507](#).

In the event Agency issues a stop work order to a project applicant for nonpayment, Agency will also issue a stop work order to Local Government, at which time Local Government shall cease all work on the named project.

**EXHIBIT B**  
**INSURANCE**

[No required insurance]

## EXHIBIT C

### SUBCONTRACTOR INSURANCE

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS [190.003](#), if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### TYPES AND AMOUNTS

##### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

Required  Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

**AUTOMOBILE LIABILITY INSURANCE:**

Required  Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

Required  Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has

the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 52-2020- A resolution authorizing the City to apply for a grant with Land and Water Conservation Fund from the Oregon Parks and Recreation Department for Development and Rehabilitation of Nugent Park and delegating authority to the City Manager to sign the application.

**Meeting Date:**

2020-04-07

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Esmeralda Horn

**Phone Number:**

5419223226

**Cost of Proposal:**

\$250,000

**Amount Budgeted:**

\$125,000 in 2020-21 fiscal year pending budget approval

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

Capital Reserve - 05

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

03/17/2020

**Attachments to Agenda Packet Item:**

[Resolution for Development-Rehabilitation LWCF Grant 52-2020.docx](#)

**Summary Statement:**

City would like to apply for a grant for the Development and Rehabilitation of Nugent Park which would create a new picnic shelter, new playground, ADA access and parking improvements. The grant request is of \$250,000 and the required match is 50%, or \$125,000. Motion to approve Resolution 52-2020.

**Consistent with Council Goals:**

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

**RESOLUTION NO. 52-2020**

**A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO APPLY FOR A LAND AND WATER CONSERVATION GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT AND REHABILITATION OF NUGENT PARK AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION**

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the Land and Water Conservation Fund Program; and

**WHEREAS**, the City of Umatilla desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

**WHEREAS**, City Council and staff have identified the need for development and rehabilitation of Nugent Park as a high priority need in City of Umatilla; and

**WHEREAS**, the City of Umatilla has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

**WHEREAS**, the City of Umatilla will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

Section 1: The Umatilla City Council supports the submittal of a grant application to the Oregon Parks and Recreation Department for development and rehabilitation of Nugent Park and delegating authority to the City Manager to sign the application.

Section 2: This Resolution shall be effective following its adoption by the City Council.

**PASSED** by the City Council and **SIGNED** by the Mayor this 7<sup>th</sup> day of April, 2020

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 53-2020 - A resolution adopting a compensation plan for fiscal year 2020-21 and repealing pay plan and position levels of Resolution No. 47-2019

**Meeting Date:**

2020-04-07

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

n/a

**Amount Budgeted:**

n/a

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

N/A

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

3/17/20

**Attachments to Agenda Packet Item:**

[RES 53-2020.doc](#)

[RES 53-2020 Schedule A-C.pdf](#)

**Summary Statement:**

The employees' compensation plan is evaluated on an annual basis in conjunction with the annual budget process. City administration is recommending a modest cost-of-living adjustment (COLA) consistent with the Social Security Administration 2020 COLA of 1.6%. This wage scale will take effect July 1, 2020.

Motion to approve Resolution No. 53-2020.

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

**RESOLUTION NO. 53-2020**

**A RESOLUTION ADOPTING A COMPENSATION PLAN FOR FISCAL YEAR 2020-21 AND  
REPEALING PAY PLAN AND POSITION LEVELS OF RESOLUTION NO. 47-2019**

**WHEREAS**, it is the intention of the City Council to review the employees' compensation on an annual basis in conjunction with the annual budget process; and

**WHEREAS**, the pay scale was last reviewed and amended on March 5, 2019 when City Manager Stockdale recommended the creation of the Certified Building Inspector/Official and Administrative Services Manager positions; and

**WHEREAS**, City administration is recommending a 2% cost-of-living adjustment (COLA) for levels A-H, the creation of a new level I for the Certified Building Inspector/Official, and 1% COLA for levels K-L; and

**WHEREAS**, the recommended COLA is consistent with the Social Security Administration 2020 COLA of 1.6%; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Umatilla, Oregon, that the pay plan adopted by Resolution 47-2019 and accompanying "position levels" of Resolution 47-2019 be repealed and superseded as follows:

Section 1: Schedule A attached sets forth the basic salary grade levels and increment steps for City of Umatilla employees, **EXCEPT** Police Bargaining Unit positions, to provide equitable pay for employees for fiscal year 2020-2021.

Section 2: Schedule B sets forth respective position titles which shall be assigned to the salary grade levels.

Section 3: Schedule C annualizes the pay schedule as required by our existing payroll program.

Section 4: This Resolution shall be effective, July 1, 2020.

**PASSED** by the Council and Signed by the Mayor this 7<sup>th</sup> day of April, 2020.

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

ATTEST:

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

**SCHEDULE A (Monthly)  
Resolution #53-2020**

| GRADE LEVEL | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A           | 2,622  | 2,703  | 2,787  | 2,873  | 2,962  | 3,054  | 3,148  | 3,245  | 3,346  |
| B           | 3,166  | 3,264  | 3,365  | 3,469  | 3,577  | 3,687  | 3,801  | 3,919  | 4,040  |
| C           | 3,528  | 3,637  | 3,749  | 3,865  | 3,985  | 4,108  | 4,235  | 4,366  | 4,501  |
| D           | 3,733  | 3,848  | 3,967  | 4,090  | 4,216  | 4,347  | 4,481  | 4,620  | 4,763  |
| E           | 4,376  | 4,511  | 4,651  | 4,795  | 4,943  | 5,096  | 5,253  | 5,416  | 5,583  |
| F           | 5,296  | 5,432  | 5,572  | 5,714  | 5,861  | 6,011  | 6,165  | 6,320  | 6,479  |
| G           | 6,144  | 6,270  | 6,398  | 6,528  | 6,662  | 6,797  | 6,936  | 7,078  | 7,222  |
| H           | 6,612  | 6,747  | 6,885  | 7,026  | 7,169  | 7,315  | 7,465  | 7,617  | 7,772  |
| I           | 7,094  | 7,239  | 7,386  | 7,537  | 7,691  | 7,848  | 8,008  | 8,172  | 8,338  |
| J           | 7,593  | 7,748  | 7,906  | 8,068  | 8,232  | 8,400  | 8,572  | 8,747  | 8,880  |
| K           | 7,713  | 7,911  | 8,114  | 8,322  | 8,535  | 8,754  | 8,978  | 9,209  | 9,445  |
| L           | 7,735  | 8,054  | 8,303  | 8,560  | 8,825  | 9,098  | 9,379  | 9,669  | 9,917  |

|  |                       |
|--|-----------------------|
| SEASONAL PART-TIME AND TEMPORARY POSITIONS | \$11.50 TO \$30.00/HR |
| ON CALL PAY                                | \$225/WEEKEND         |
| BILINGUAL PAY INCENTIVE                    | \$75/PAY PERIOD       |

**SCHEDULE B  
POSITIONS GROUPED BY SALARY GRADE LEVEL**

| Grade Level | Position Title  |
|-------------|---|
| A           | Library Aide  |
| B           | Office Clerk  |
| C           | Maintenance Worker I, Senior Office Clerk, Utility Clerk, Court Clerk   |
| D           | Accounting Tech, Deputy City Recorder, Library Director, Maintenance Worker II, Municipal Judge                                     |
| E           | Public Works Lead, Community Development Coordinator, City Recorder   |
| F           | Associate Planner, Building Official/Inspector, Certified City Recorder   |
| G           | Administrative Services Manager, Development & Recreation Manager, Public Works Supervisor, Senior Planner, Human Resources Manager |
| H           | Public Works Superintendent, Principal Planner, Police Sergeant   |
| I           | Certified & Licensed Building Official/Inspector  |
| J           | Community Development Director, Police Lieutenant   |
| K           | Public Works Director   |
| L           | Finance & Administrative Services Director, Police Chief  |
| by Contract | City Manager  |

**SCHEDULE C (Annual)**

| GRADE LEVEL | STEP 1 | STEP 2 | STEP 3 | STEP 4  | STEP 5  | STEP 6  | STEP 7  | STEP 8  | STEP 9  |
|-------------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| A           | 31,466 | 32,439 | 33,442 | 34,477  | 35,543  | 36,642  | 37,775  | 38,944  | 40,148  |
| B           | 37,997 | 39,172 | 40,384 | 41,633  | 42,920  | 44,248  | 45,616  | 47,027  | 48,482  |
| C           | 42,332 | 43,642 | 44,991 | 46,383  | 47,817  | 49,296  | 50,821  | 52,393  | 54,013  |
| D           | 44,794 | 46,179 | 47,607 | 49,080  | 50,598  | 52,163  | 53,776  | 55,439  | 57,154  |
| E           | 52,510 | 54,134 | 55,808 | 57,534  | 59,313  | 61,148  | 63,039  | 64,989  | 66,999  |
| F           | 63,558 | 65,187 | 66,859 | 68,573  | 70,332  | 72,135  | 73,985  | 75,843  | 77,747  |
| G           | 73,733 | 75,237 | 76,773 | 78,340  | 79,938  | 81,570  | 83,234  | 84,933  | 86,666  |
| H           | 79,350 | 80,969 | 82,621 | 84,308  | 86,028  | 87,784  | 89,575  | 91,403  | 93,269  |
| I           | 85,127 | 86,865 | 88,637 | 90,446  | 92,292  | 94,176  | 96,098  | 98,059  | 100,060 |
| J           | 91,117 | 92,977 | 94,874 | 96,811  | 98,786  | 100,802 | 102,859 | 104,959 | 106,557 |
| K           | 92,556 | 94,929 | 97,363 | 99,860  | 102,420 | 105,047 | 107,740 | 110,503 | 113,336 |
| L:          | 92,820 | 96,648 | 99,637 | 102,719 | 105,896 | 109,171 | 112,547 | 116,028 | 119,003 |

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Grant Administrator of Record for Community Development Block Grant (CDBG) Projects - Approval of Award Recommendation

**Meeting Date:**

2020-04-07

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

\$32,500 for Power City/Brownell Water Expansion Project

**Amount Budgeted:**

\$32,500 included in planning grant application

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

Water - 02

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

N/A

**Attachments to Agenda Packet Item:**

**Summary Statement:**

The City recently issued a Request for Proposals (RFP) for Grant Administrator of Record for CDBG Projects. The selection committee has reviewed and scored the proposals received and is recommending award to Ducote Consulting, LLC. If Council approves the award recommendation, staff will issue the notice to award and begin contract negotiations.

Motion to approve award recommendation.

**Consistent with Council Goals:**

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