

**UMATILLA CITY COUNCIL MEETING  
AGENDA  
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882  
NOVEMBER 3, 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. **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.
6. **CONSENT AGENDA**
  - 6.1 Paid Invoices *Suggested Action: Motion to approve.*
  - 6.2 [Resolution No. 22-2021 - A resolution adopting names of city owned or leased real properties managed and maintained as parks.](#) *Suggested Action: Staff recommends approval of Resolution No. 18-2021.*
  - 6.3 [Resolution No. 23-2021 - A Resolution Adopting the Umatilla County Planning Authority's Use of Deadly Physical Force Plan in Accordance with Senate Bill 111](#) *Suggested Action: Staff recommends approval of this resolution.*
  - 6.4 [Resolution No. 24-2021 - A Resolution Authorizing Chief Huxel to Sign an Intergovernmental Agreement for Mutual Aid and Interagency Cooperation Among Law Enforcement Agencies Located in Umatilla County & Morrow County, Oregon](#) *Suggested Action: Staff recommends approval.*
7. **NEW BUSINESS**
  - 7.1 [Resolution 18-2021. A Resolution approving the execution of a Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc. \(East Wanapa\).](#) *Suggested Action: Motion to Approve.*

*The City of Umatilla and Amazon Data Services (ADS) have a more than decade long relationship and partnership of establishing data centers in the City of Umatilla. Additionally, City Council adopted their 2019-2021 City Council Goals, of which, Objective 2.1 states to "Continue to strongly support and encourage the development of data centers" and Objective 2.3 states to "Reduce barriers to economic growth." Approving the Long-Term Enterprise Zone Abatement Agreement (LTREZ) meets both of these Council goals and creates significant economic development for our community and*

*region. The payments in lieu of taxes are more significant than past agreements and more closely mirror those of other jurisdictions that have entered LTREZ agreements with ADS recently. This agreement also provides annual funding earmarked for Public Safety and Education intended to help support some of our other local agency partners.*

- 7.2 [Resolution 19-2021. A Resolution approving the execution of a Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc. \(West Wanapa\).](#)  
*Suggested Action: Motion to Approve.*

*The City of Umatilla and Amazon Data Services (ADS) have a more than decade long relationship and partnership of establishing data centers in the City of Umatilla. Additionally, City Council adopted their 2019-2021 City Council Goals, of which, Objective 2.1 states to "Continue to strongly support and encourage the development of data centers" and Objective 2.3 states to "Reduce barriers to economic growth." Approving the Long-Term Enterprise Zone Abatement Agreement (LTREZ) meets both of these Council goals and creates significant economic development for our community and region. The payments in lieu of taxes are more significant than past agreements and more closely mirror those of other jurisdictions that have entered LTREZ agreements with ADS recently. This agreement also provides annual funding earmarked for Public Safety and Education intended to help support some of our other local agency partners.*

- 7.3 [Resolution 20-2021. A Resolution approving the execution of an intergovernmental agreement \(IGA\) with Umatilla County for the distribution of the additional obligations payment made by Amazon Data Services, Inc. from the Long-Term Rural Enterprise Zone \(LTREZ\) agreement for the East Wanapa Data Center.](#) *Suggested Action: Motion to Approve.*

*The City of Umatilla, Amazon Data Services (ADS), and Umatilla County continue to work together in partnership to bring living wage jobs to the City of Umatilla and Umatilla County and to seek opportunities for economic development. This agreement creates the required Distribution Agreement between the City and the County for the distribution of fee proceeds (payments in lieu of taxes) from payments made by ADS for an all-new data center to be located inside the City limits of Umatilla.*

- 7.4 [Resolution 21-2021. A Resolution approving the execution of an intergovernmental agreement \(IGA\) with Umatilla County for the distribution of the additional obligations payment made by Amazon Data Services, Inc. from the Long-Term Rural Enterprise Zone \(LTREZ\) agreement for the West Wanapa Data Center.](#) *Suggested Action: Motion to Approve.*

*The City of Umatilla, Amazon Data Services (ADS), and Umatilla County continue to work together in partnership to bring living wage jobs to the City of Umatilla and Umatilla County and to seek opportunities for economic development. This agreement creates the required Distribution Agreement between the City and the County for the distribution of fee proceeds (payments in lieu of taxes) from payments made by ADS for an all-new data center to be located inside the City limits of Umatilla.*

- 7.5 [Library Board Resignation - Janet Parke](#) *Suggested Action: Approve resignation and declare vacancy.*
- 7.6 [Library Board Resignation - Christine Harding](#) *Suggested Action: Approve resignation and declare vacancy.*
- 7.7 [Budget Committee Resignation - Christine Harding](#) *Suggested Action: Approve resignation and declare vacancy.*

8. **PUBLIC COMMENT**

9. **MAYOR'S MESSAGE**

10. **COUNCIL INFORMATION & DISCUSSION**

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

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0715SEPT20	OAWU Hotel Credit	08/24/20	12.00-	45783	10/19/20
		2217OCT202	NASRO Membership-Huxel	09/22/20	40.00	45710	10/08/20
		2217OCT202	TLO Transunion	09/22/20	50.00	45710	10/08/20
		2217OCT202	Harbor Freight	09/22/20	63.98	45710	10/08/20
		2217OCT202	Conference Registration-Baker & Zita	09/22/20	525.32	45710	10/08/20
		2217OCT202	Amazon-Shelving	09/22/20	19.99	45710	10/08/20
		2217OCT202	Credit-Delta	09/22/20	413.60-	45710	10/08/20
		2552OCT202	Building Inspector Tags	09/23/20	156.00	45710	10/08/20
		2552OCT202	Adobe Subscription	09/23/20	133.95	45710	10/08/20
		2552OCT202	Marina Post/Decals	09/23/20	493.00	45710	10/08/20
		2552OCT202	Survey Giveaway	09/23/20	40.00	45710	10/08/20
		2552OCT202	credit	09/23/20	.53-	45710	10/08/20
		3132OCT202	CDL Renewal	09/23/20	89.00	45710	10/08/20
		5571OCT202	County Records Fees	09/23/20	10.50	45710	10/08/20
		5919OCT202	Library Stage	09/23/20	4,020.53	45710	10/08/20
		5919OCT202	Audit Supplies	09/23/20	33.61	45710	10/08/20
		5919OCT202	indeed Job Positing	09/23/20	326.16	45710	10/08/20
		5919OCT202	SMARSH Archiving Subscription	09/23/20	135.00	45710	10/08/20
		6777OCT202	Visa Card Payments	09/23/20	20.00	45710	10/08/20
		7017OCT202	Thermal Paper Receipt Rolls	09/23/20	97.98	45710	10/08/20
		7017OCT202	Pinwheels-postage meter	09/23/20	44.85	45710	10/08/20
		7017OCT202	Printer paper for planning dept.	09/23/20	163.58	45710	10/08/20
		7017OCT202	Oregon Dept of Ag-Scale License Renwal-Marina	09/23/20	135.00	45710	10/08/20
		7017OCT202	Air Purifier for City Hall	09/23/20	92.21	45710	10/08/20
		8328OCT202	Zoom Licenses	09/23/20	29.98	45710	10/08/20
		8328OCT202	Amazon-Power Cord Strips	09/23/20	81.16	45710	10/08/20
		8328OCT202	Adobe License	09/23/20	14.99	45710	10/08/20
		8328OCT202	Adobe License	09/23/20	14.99	45710	10/08/20
		8328OCT202	Amazon 10 Key	09/23/20	65.98	45710	10/08/20
		8328OCT202	Amazon-Jet Pack Chargers	09/23/20	12.99	45710	10/08/20
		8336OCT202	Amazon-Nitrile Gloves	09/23/20	51.98	45710	10/08/20
		8336OCT202	Amazon-Nitrile Gloves	09/23/20	51.98	45710	10/08/20
		8336OCT202	Sirchie-Evidence Room Supplies	09/23/20	204.44	45710	10/08/20
		8336OCT202	Positive Promotions-UPD Stickers	09/23/20	250.95	45710	10/08/20
		8336OCT202	Amazon-Copy Paper, File Folders Etc.	09/23/20	62.66	45710	10/08/20
		8336OCT202	Amazon-Paper plates	09/23/20	19.99	45710	10/08/20
		8336OCT202	Amazon-Paper plates	09/23/20	22.35	45710	10/08/20
		8336OCT202	Amazon-Logtech Speakers	09/23/20	19.99	45710	10/08/20
		8336OCT202	Galls-Duty Gear/Boots	09/23/20	360.62	45710	10/08/20
		8336OCT202	Positive Promotions-Red Ribbon Week	09/23/20	309.84	45710	10/08/20
		8336OCT202	Amazon-Metal hooks	09/23/20	8.99	45710	10/08/20
		8336OCT202	Amazon-Shelf, Wall Organizers, Etc.	09/23/20	69.06	45710	10/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8336OCT202	Amazon-Duty Jacket	09/23/20	169.99	45710	10/08/20
		8336OCT202	Supplies	09/23/20	36.22	45710	10/08/20
	Total 148:				11,474.58		
<b>187</b>							
187	Bezona, Dale	SLIPRELEA	Moorage Refund - Slip Released	10/01/20	95.00	45712	10/08/20
	Total 187:				95.00		
<b>320</b>							
320	Canon Solutions America, Inc	4034063816	COPIER	09/24/20	70.99	45713	10/08/20
		4034070810	COPIER MAINTENANCE	09/25/20	50.24	45713	10/08/20
	Total 320:				121.23		
<b>351</b>							
351	Cascade Natural Gas Corp.	1092OCT202	700 6th St.	09/23/20	4.59	45715	10/08/20
		1092OCT202	700 6th St.	09/23/20	4.58	45715	10/08/20
		1092OCT202	700 6th St.	09/23/20	4.58	45715	10/08/20
		3033OCT202	82959 Draper St.	09/24/20	20.98	45715	10/08/20
		7846OCT202	830 6th St.	09/23/20	23.49	45715	10/08/20
		7851OCT202	822 6TH ST.	09/23/20	10.49	45715	10/08/20
		8476OCT202	1205 W 3RD St.	09/23/20	26.73	45715	10/08/20
	Total 351:				95.44		
<b>353</b>							
353	Caselle, Inc.	105304	Increase Concurrent User Licenses	10/09/20	4,000.00	45789	10/26/20
	Total 353:				4,000.00		
<b>362</b>							
362	Center Point Large Print	1793631	Large Print Books for Library	10/01/20	140.22	45790	10/26/20
	Total 362:				140.22		
<b>367</b>							
367	CenturyLink	678BOCT20	Police Dept Phones	09/25/20	93.23	45716	10/08/20
	Total 367:				93.23		
<b>394</b>							
394	City County Insurance Services	PO-UMA-I20	Comp & Liab Insurance	10/13/20	1,974.88	45791	10/26/20
	Total 394:				1,974.88		
<b>420</b>							
420	COLEMAN, SCOTT	REIMBURSE	OAWU Mileage	10/14/20	302.18	45792	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 420:					302.18		
<b>435</b>							
435	Commercial Tire	259267	Tire Repair	09/09/20	11.95	45718	10/08/20
Total 435:					11.95		
<b>478</b>							
478	Creative Product Source, Inc.	CPI086578	Promotional Calendars	09/24/20	187.50	45719	10/08/20
Total 478:					187.50		
<b>488</b>							
488	Crystal Springs	9262940101	Water for Police Department	10/15/20	47.74	45793	10/26/20
Total 488:					47.74		
<b>536</b>							
536	Dell Marketing L.P.	1042895030	Community Development	10/06/20	278.80	45721	10/08/20
		1043042668	Police Dept Volume Licenses	10/14/20	278.80	45794	10/26/20
Total 536:					557.60		
<b>540</b>							
540	DEMCO, Inc.	6851086	Bar Code Supplies Library	10/01/20	109.89	45795	10/26/20
Total 540:					109.89		
<b>547</b>							
547	Dept of Consumer & Business S	3RDQTR202	Surcharge Fee Report	10/21/20	28,453.13	45796	10/26/20
Total 547:					28,453.13		
<b>561</b>							
561	Dex Media West, Inc.	5776COT202	Marina Advertising	10/05/20	640.05	45797	10/26/20
Total 561:					640.05		
<b>607</b>							
607	Ducote Consulting	1497	CDBG Grant Admin.	09/30/20	1,756.75	45722	10/08/20
		1523	Master Plan Grant Assistance	09/30/20	193.38	45722	10/08/20
		1523	Master Plan Grant Assistance	09/30/20	193.37	45722	10/08/20
		1525	IWW SERP Update	09/30/20	255.00	45722	10/08/20
		1526	Business Center Funding	09/30/20	157.50	45722	10/08/20
		1526	Business Center Funding	09/30/20	157.50	45722	10/08/20
		1527	CDBG Waterline Funding	09/30/20	403.75	45722	10/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 607:					3,117.25		
<b>628</b>							
628	East Oregonian	85581	PUBLIC NOTICE	09/12/20	336.08	45723	10/08/20
		85788	PUBLIC NOTICE	09/19/20	226.46	45723	10/08/20
		85789	Fair Housing Resolution	09/19/20	262.00	45723	10/08/20
		91357	City Plan Admendment-Public Notice	10/10/20	440.48	45798	10/26/20
		91384	Resolution No 14-2021	10/13/20	210.80	45798	10/26/20
Total 628:					1,475.82		
<b>659</b>							
659	Elmer's Irrigation & Supply	291693	Columbia St. Island Repair	09/16/20	124.52	45724	10/08/20
		291702	Columbia St. Island Repair	09/16/20	158.22	45724	10/08/20
		291726	Marina Irrigation Supplies	09/17/20	284.00	45724	10/08/20
Total 659:					566.74		
<b>694</b>							
694	Eurotherm Inc.	7800001117	Laboratory Testing	10/06/20	3,757.50	45725	10/08/20
		7800001117	Laboratory Testing	10/06/20	3,757.50-		
Total 694:					.00		
<b>709</b>							
709	Farm City Fence LLC	10212020	Split Rails for Village Square Lights	10/21/20	400.00	45799	10/26/20
Total 709:					400.00		
<b>854</b>							
854	Gordon's Electric Inc.	J000422	Library Electrical	08/24/20	2,183.34	Multiple	Multiple
		J000422-2	Library Electrical	08/24/20	2,183.34-	45729	10/08/20
		W14065	Port well-Chlorine breaker	09/03/20	712.90	Multiple	Multiple
		W14105	Port well	09/11/20	3,327.62	Multiple	Multiple
		W14148	PD Ice Machine and HDMI cable	09/23/20	593.72	45729	10/08/20
		W14149	McNary Lift Station	09/23/20	237.50	45729	10/08/20
		W14153	Concession Stand at Little League Field	09/24/20	517.19	45729	10/08/20
		W14169	Sewer Pump Maint.	09/28/20	160.24	45729	10/08/20
		W14266	Golf Well Generator	10/12/20	5,273.75	45802	10/26/20
Total 854:					10,822.92		
<b>856</b>							
856	Gotcha Covered	137736	Cleaning Services	10/07/20	443.84	45803	10/26/20
		137736	Cleaning Services	10/07/20	383.98	45803	10/26/20
		137736	Cleaning Services	10/07/20	383.98	45803	10/26/20
		137736	Cleaning Services	10/07/20	248.20	45803	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 856:					1,460.00		
<b>864</b>							
864	Granite Construction Company	63018507	Sunset Cemetery Parking lot	09/22/20	130.55	45804	10/26/20
		63018508	Sunset Cemetery Parking lot	09/22/20	132.50	45804	10/26/20
		63018509	Sunset Cemetery Parking lot	09/22/20	130.36	45804	10/26/20
		63018511	Shop	09/22/20	137.77	45804	10/26/20
		63018512	Shop	09/22/20	140.11	45804	10/26/20
Total 864:					671.29		
<b>905</b>							
905	H.D. Fowler Company	15601541	water department for a fire hydrant extension	10/01/20	605.38	45806	10/26/20
Total 905:					605.38		
<b>907</b>							
907	Hach Company	12068449	Thermal Control Assembly	08/06/20	2,124.00	45807	10/26/20
		12138180	Base Unit with Heater	09/25/20	3,758.00	45807	10/26/20
		2182824	Credit for Thermal Control Assembly	10/07/20	2,124.00-	45807	10/26/20
Total 907:					3,758.00		
<b>911</b>							
911	Hagerman Inc.	1-27047	Water Truck Rental-Cemetery parkinglot	09/17/20	150.00	45730	10/08/20
Total 911:					150.00		
<b>931</b>							
931	Harrington, Derek	PERDIEM10	Drive WW WET test to Corvallis	10/26/20	123.75	45808	10/26/20
Total 931:					123.75		
<b>960</b>							
960	Heller & Sons Dist., Inc.	111135	Golf Well Oil	09/09/20	412.59	45733	10/08/20
		111136	Golf Well Oil	09/08/20	479.12	45733	10/08/20
		111139	Golf Well Oil	09/08/20	250.95	45733	10/08/20
		111140	Golf Well Oil	09/09/20	351.66	45733	10/08/20
		111165	Gas for Public Works Vehicles	09/10/20	250.84	45733	10/08/20
		111165	Gas for Public Works Vehicles	09/10/20	409.46	45733	10/08/20
		111165	Gas for Public Works Vehicles	09/10/20	162.31	45733	10/08/20
		111165	Gas for Public Works Vehicles	09/10/20	406.99	45733	10/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		215875	Waste Water	09/14/20	199.25	45733	10/08/20
		31049	Gasoline for Police Cars	09/30/20	2,080.76	45733	10/08/20
		31050	Gas for Public Works Vehicles	09/30/20	308.51	45733	10/08/20
		31050	Gas for Public Works Vehicles	09/30/20	503.60	45733	10/08/20
		31050	Gas for Public Works Vehicles	09/30/20	199.63	45733	10/08/20
		31050	Gas for Public Works Vehicles	09/30/20	500.58	45733	10/08/20
Total 960:					6,516.25		
<b>966</b>							
966	Hermiston Auto Parts, Inc.	606139	Oil Change Supplies	09/22/20	23.85	45734	10/08/20
		606164	Coupler	09/23/20	18.87	45734	10/08/20
		606187	Battery	09/23/20	132.99	45734	10/08/20
		606245	Police Dept-Wiper Blades	09/24/20	53.05	45734	10/08/20
		606371	Auto maint.	09/28/20	134.16	45734	10/08/20
		606378	tubing	09/28/20	1.32	45734	10/08/20
		606383	Washer Pump	09/28/20	18.61	45734	10/08/20
		606400	Oil Change Supplies	09/29/20	27.39	45734	10/08/20
		606417	Locate Paint	09/29/20	19.85	45811	10/26/20
		606425	Air Filter	09/29/20	53.22	45734	10/08/20
		606467	Nitrile Dispos. Gloves	09/30/20	146.94	45734	10/08/20
		606484	Service on Unit #23	10/01/20	142.45	45811	10/26/20
		606504	Oil change supplies	10/01/20	40.50	45734	10/08/20
		606652	Vehicle Maintenance	10/05/20	4.61	45811	10/26/20
		606652	Vehicle Maintenance	10/05/20	8.06	45811	10/26/20
		606652	Vehicle Maintenance	10/05/20	23.03	45811	10/26/20
		606652	Vehicle Maintenance	10/05/20	8.64	45811	10/26/20
		606652	Vehicle Maintenance	10/05/20	13.24	45811	10/26/20
		606653	PD Air Filter Restock	10/05/20	24.18	45811	10/26/20
		606758	Vehicle Maintenance	10/08/20	1.23	45811	10/26/20
		606758	Vehicle Maintenance	10/08/20	2.15	45811	10/26/20
		606758	Vehicle Maintenance	10/08/20	6.14	45811	10/26/20
		606758	Vehicle Maintenance	10/08/20	2.30	45811	10/26/20
		606758	Vehicle Maintenance	10/08/20	3.54	45811	10/26/20
		607023	Air Compressor Battery	10/15/20	134.54	45811	10/26/20
		839400	Washer Pump	09/28/20	18.61	45734	10/08/20
		840088	Drain Fix	10/05/20	15.18	45811	10/26/20
Total 966:					1,041.43		
<b>967</b>							
967	Hermiston Chamber of Commer	12827	Annual Membership	09/30/20	325.00	45735	10/08/20
Total 967:					325.00		
<b>980</b>							
980	Hermiston Quicky Lube	475350	Oil Change	10/20/20	43.95	45812	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 980:					43.95		
<b>994</b>							
994	High Performance Signs	24665	Lind Rd. Project	10/02/20	160.00	45813	10/26/20
Total 994:					160.00		
<b>1012</b>							
1012	Home Depot Credit Services	103524	Marina Supplies	09/14/20	12.57	45737	10/08/20
		9044706	Library Wall Repair	08/26/20	24.19	45737	10/08/20
Total 1012:					36.76		
<b>1060</b>							
1060	Ingram	48500691	Library Books	09/22/20	16.80	45738	10/08/20
		48500692	Library Books	09/22/20	17.39	45738	10/08/20
		48500693	Library Books	09/22/20	16.80	45738	10/08/20
		48620903	Library Books	09/29/20	16.80	45738	10/08/20
		48620904	Library Books	09/29/20	34.19	45738	10/08/20
		48644328	Library Books	09/30/20	11.99	45738	10/08/20
		48686925	Library Books	10/02/20	9.75	45738	10/08/20
		48686926	Library Books	10/02/20	117.81	45738	10/08/20
		48856968	Library Books	10/13/20	16.79	45814	10/26/20
		48856969	Library Books	10/13/20	17.97	45814	10/26/20
		48856970	Library Books	10/13/20	16.80	45814	10/26/20
Total 1060:					293.09		
<b>1068</b>							
1068	Intermountain ESD	598T068613	licenses for the phone systems	07/01/20	1,063.00	45815	10/26/20
		598T068902	planning commission	08/20/20	454.30	45815	10/26/20
		598T069336	Domain Renewal	09/30/20	167.98	45739	10/08/20
		598T069447	Phones	10/12/20	1,979.25	45815	10/26/20
		598T069453	TV Wall Mount-PD	10/12/20	50.96	45815	10/26/20
		598T069572	web cam	10/14/20	127.56	45815	10/26/20
Total 1068:					3,843.05		
<b>1089</b>							
1089	J U B Engineers, Inc.	137458	Umatilla On-Call Engineering Service	10/12/20	371.51	45816	10/26/20
		137458	Umatilla On-Call Engineering Service	10/12/20	371.51	45816	10/26/20
		137468	Umatilla Development Engineering Reviews	10/12/20	3,000.00	45816	10/26/20
		137471	Umatilla-Pedestrian Bridge & Waterline Estimates	10/12/20	7,876.66	45816	10/26/20
		137471	Waterline Cost Estimates	10/12/20	1,088.88	45816	10/26/20
		137474	Umatilla Water Master Plan	10/12/20	5,772.11	45816	10/26/20
		137475	Port of Umatilla Property Partition Plat	10/12/20	1,117.38	45816	10/26/20
		137478	Umatilla 6th Street				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Improvements	10/12/20	3,123.50	45816	10/26/20
		137482	Lind Road Improvements	10/13/20	9,654.14	45816	10/26/20
Total 1089:					32,375.69		
<b>1112</b>							
1112	Jimmy's Johns Portable Toilets L	12469	Marina & RV Park - 2 Units	10/01/20	185.00	45740	10/08/20
Total 1112:					185.00		
<b>1189</b>							
1189	KIE Supply Corp	2030504	Marina Sprinkler Repair	09/01/20	202.61	45818	10/26/20
		2030993	Sprinkler Parts	09/11/20	219.35	45741	10/08/20
		2031052	supplies	09/11/20	26.75	45741	10/08/20
		2031929	supplies	09/30/20	76.27	45741	10/08/20
		2032163	6th Street Lights	10/05/20	13.48	45818	10/26/20
		2032562	Irrigation Hose for downtown light poles	10/12/20	7.63	45818	10/26/20
Total 1189:					546.09		
<b>1197</b>							
1197	Knerr Construction, Inc.	20-128-1	Office Remodel	09/23/20	4,980.00	45742	10/08/20
Total 1197:					4,980.00		
<b>1208</b>							
1208	Kopacz Nursery & Florist	6547	Sympathy Flowers-Sandoval	09/25/20	120.00	45743	10/08/20
Total 1208:					120.00		
<b>1211</b>							
1211	Krogh, Theresa	OCTOBERW	Weddings	10/22/20	50.00	45819	10/26/20
		SEPTEMBE	Weddings	10/01/20	100.00	45744	10/08/20
Total 1211:					150.00		
<b>1221</b>							
1221	Kuo Testing Labs, Inc.	20I0201	TRCI Lab Tests TBR	09/21/20	85.10	45745	10/08/20
		20I0285	TRCI Lab Tests TBR	09/30/20	85.10	45745	10/08/20
		20J0010	TRCI Lab Tests TBR	10/01/20	85.10	45745	10/08/20
		20J0016	Diversion-Canal Grab	10/01/20	116.45	45745	10/08/20
Total 1221:					371.75		
<b>1272</b>							
1272	Life Flight Network Foundation	RENEWAL20	Life Flight Membership	10/01/20	1,180.00	45747	10/08/20
Total 1272:					1,180.00		
<b>1561</b>							
1561	Norco Inc.	30333032	Cylinder Rental	09/30/20	42.90	45749	10/08/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		30333032	Cylinder Rental	09/30/20	42.90	45749	10/08/20
Total 1561:					85.80		
<b>1562</b>							
1562	North Central Labs of Wisc	445685	Sewer Test Supplies	10/14/20	103.03	45821	10/26/20
Total 1562:					103.03		
<b>1580</b>							
1580	NW Farm Supply Inc.	C113825	Supplies Water	09/09/20	1,127.36	45750	10/08/20
Total 1580:					1,127.36		
<b>1605</b>							
1605	Old Republic Surety Company	W150332814	City Manager Bond	10/01/20	150.00	45823	10/26/20
Total 1605:					150.00		
<b>1631</b>							
1631	Oregon Corrections Enterprises	0142549-IN	File Cabinets for City Hall	08/25/20	1,892.00	45751	10/08/20
Total 1631:					1,892.00		
<b>1636</b>							
1636	Oregon Dept of Revenue	SEPTASSES	State Court Assessments	10/01/20	24,215.41	45752	10/08/20
Total 1636:					24,215.41		
<b>1640</b>							
1640	Oregon Government Ethics Com	AIE12645	Annual billing govmt ethics	09/16/20	658.64	45753	10/08/20
Total 1640:					658.64		
<b>1676</b>							
1676	OXARC Inc.	31078125	Fire Ext inspection/recharge	09/29/20	450.00	45754	10/08/20
Total 1676:					450.00		
<b>1684</b>							
1684	Pacific Power	0010.10.202	820 6th St.	10/14/20	60.57	45824	10/26/20
		0013.10.202	Highway 395 & 730 Interti Well	10/14/20	3,074.48	45824	10/26/20
		0021.09.202	McNary Industrial	09/25/20	7,706.40	45755	10/08/20
		0039.09.202	McFarland Well	09/24/20	2,369.91	45755	10/08/20
		0054OCT202	City Pk Rest Room	09/29/20	210.63	45755	10/08/20
		0062.10.202	Shop Complex	10/14/20	26.79	45824	10/26/20
		0070.10.202	8th & FSE Corner	10/14/20	51.98	45824	10/26/20
		0088.10.202	8th & E St SS Park	10/14/20	21.66	45824	10/26/20
		0096.09.202	6th & A St.	09/22/20	17.94	45755	10/08/20
		0104OCT202	Street Lights	09/29/20	609.50	45755	10/08/20
		0112.10.2020	700 6th St.	10/14/20	250.84	45824	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		0112.10.2020	800 6th St.-New City Park	10/14/20	65.03	45824	10/26/20
		0112.10.2020	700 6th St.	10/14/20	250.84	45824	10/26/20
		0112.10.2020	700 6th St.	10/14/20	250.84	45824	10/26/20
		0120.10.202	632 D St. Umatilla OR	10/14/20	439.30	45824	10/26/20
		0153.10.202	Water Booster Station	10/14/20	3,069.99	45824	10/26/20
		0161.10.202	Port Well	10/14/20	5,471.69	45824	10/26/20
		0179.09.202	285 Radar Rd.	09/25/20	468.27	45755	10/08/20
		0187.10.202	Div 7 Naches Ave Lift	10/14/20	32.82	45824	10/26/20
		0377.09.202	Bath House Marina	09/22/20	269.91	45755	10/08/20
		0385.09.202	Fish Cleaning Station	09/23/20	18.05	45755	10/08/20
		0393.09.202	West End Comfort Station	09/22/20	25.84	45755	10/08/20
		0401.09.202	15 HP Pump Marina Levy	09/22/20	262.34	45755	10/08/20
		0419.09.202	Quincy Ave. N 2nd @ Marina	09/23/20	290.14	45755	10/08/20
		0427.09.202	Marina Park	09/22/20	1,194.13	45755	10/08/20
		0435.09.202	1710 Quincy St.	09/23/20	221.18	45755	10/08/20
		0443.10.202	Marina Lights	10/14/20	195.05	45824	10/26/20
		0476.09.202	ABT 30322 Highway 730	09/23/20	25.69	45755	10/08/20
		0500.10.202	129 Walla Walla St.	10/14/20	21.98	45824	10/26/20
Total 1684:					26,973.79		
<b>1715</b>							
1715	Pea Ridge Embroidery	36799	Marina Uniforms	08/31/20	1,865.53	45756	10/08/20
		36879	Promotional Hats	10/05/20	507.50	45756	10/08/20
		36894	Employee Clothing Allowance	10/13/20	193.84	45825	10/26/20
		36894	CDD Polos	10/13/20	95.92	45825	10/26/20
Total 1715:					2,662.79		
<b>1757</b>							
1757	Pioneer Title Company	EARNESTD	28895/28899 Highway 730 Earnest Deposit	10/14/20	5,000.00	45782	10/14/20
Total 1757:					5,000.00		
<b>1763</b>							
1763	Platt	0Q13871	Supplies	08/07/20	31.11	45758	10/08/20
		0T51032	Supplies	09/25/20	48.68	45758	10/08/20
		0T97785	Supplies	09/25/20	32.91	45758	10/08/20
		0U58276	Supplies	10/01/20	7.96	45758	10/08/20
Total 1763:					120.66		
<b>1800</b>							
1800	Prothman	2020-7182	Job Listing-Electrical Inspector	10/06/20	2,279.00	45827	10/26/20
		2020-7189	Electrical Inspector Sourcing	10/12/20	4,500.00	45827	10/26/20
Total 1800:					6,779.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1818							
1818	Quill Corporation	10720084	Office Supplies	09/23/20	5.31	45759	10/08/20
		10720084	Office Supplies	09/23/20	1.06	45759	10/08/20
		10720084	Office Supplies	09/23/20	2.13	45759	10/08/20
		10720084	Office Supplies	09/23/20	3.18	45759	10/08/20
		10720084	Office Supplies	09/23/20	3.18	45759	10/08/20
		10720084	Office Supplies	09/23/20	2.13	45759	10/08/20
		10720084	Office Supplies	09/23/20	.31	45759	10/08/20
		10855208	Office Supplies	09/28/20	35.31	45759	10/08/20
		10855208	Office Supplies	09/28/20	7.02	45759	10/08/20
		10855208	Office Supplies	09/28/20	14.15	45759	10/08/20
		10855208	Office Supplies	09/28/20	21.16	45759	10/08/20
		10855208	Office Supplies	09/28/20	21.16	45759	10/08/20
		10855208	Office Supplies	09/28/20	14.15	45759	10/08/20
		10855208	Office Supplies	09/28/20	2.07	45759	10/08/20
		10868842	Office Supplies	09/28/20	36.55	45759	10/08/20
		10868842	Office Supplies	09/28/20	7.26	45759	10/08/20
		10868842	Office Supplies	09/28/20	14.64	45759	10/08/20
		10868842	Office Supplies	09/28/20	21.91	45759	10/08/20
		10868842	Office Supplies	09/28/20	21.91	45759	10/08/20
		10868842	Office Supplies	09/28/20	14.64	45759	10/08/20
		10868842	Office Supplies	09/28/20	2.14	45759	10/08/20
		11066135	Office Supplies	10/05/20	21.63	45828	10/26/20
		11066135	Office Supplies	10/05/20	4.30	45828	10/26/20
		11066135	Office Supplies	10/05/20	8.67	45828	10/26/20
		11066135	Office Supplies	10/05/20	12.97	45828	10/26/20
		11066135	Office Supplies	10/05/20	12.97	45828	10/26/20
		11066135	Office Supplies	10/05/20	8.67	45828	10/26/20
		11066135	Office Supplies	10/05/20	1.26	45828	10/26/20
		11156654	CDC Office Chair	10/07/20	47.50	45828	10/26/20
		11156654	CDC Office Chair	10/07/20	47.49	45828	10/26/20
		11156654	CDC Office Chair	10/07/20	95.00	45828	10/26/20
		11199564	Office Supplies	10/08/20	28.72	45828	10/26/20
		11199564	Office Supplies	10/08/20	5.71	45828	10/26/20
		11199564	Office Supplies	10/08/20	11.51	45828	10/26/20
		11199564	Office Supplies	10/08/20	17.21	45828	10/26/20
		11199564	Office Supplies	10/08/20	17.21	45828	10/26/20
		11199564	Office Supplies	10/08/20	11.51	45828	10/26/20
		11199564	Office Supplies	10/08/20	1.68	45828	10/26/20
		11203177	Office Supplies	10/08/20	3.93	45828	10/26/20
		11203177	Office Supplies	10/08/20	.78	45828	10/26/20
		11203177	Office Supplies	10/08/20	1.57	45828	10/26/20
		11203177	Office Supplies	10/08/20	2.35	45828	10/26/20
		11203177	Office Supplies	10/08/20	2.35	45828	10/26/20
		11203177	Office Supplies	10/08/20	1.57	45828	10/26/20
		11203177	Office Supplies	10/08/20	.24	45828	10/26/20
		1147754	Office Supplies	10/19/20	3.93-	45828	10/26/20
		1147754	Office Supplies	10/19/20	.78-	45828	10/26/20
		1147754	Office Supplies	10/19/20	1.57-	45828	10/26/20
		1147754	Office Supplies	10/19/20	2.35-	45828	10/26/20
		1147754	Office Supplies	10/19/20	2.35-	45828	10/26/20
		1147754	Office Supplies	10/19/20	1.57-	45828	10/26/20
		1147754	Office Supplies	10/19/20	.24-	45828	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		242774	Office Supplies	10/22/20	33.44	45759	10/08/20
		242774	Office Supplies	10/22/20	6.64	45759	10/08/20
		242774	Office Supplies	10/22/20	13.40	45759	10/08/20
		242774	Office Supplies	10/22/20	20.04	45759	10/08/20
		242774	Office Supplies	10/22/20	20.04	45759	10/08/20
		242774	Office Supplies	10/22/20	13.40	45759	10/08/20
		242774	Office Supplies	10/22/20	1.96	45759	10/08/20
Total 1818:					714.30		
<b>1846</b>							
1846	RDO Equipment Co.	P0524165	John Deere Mower Parts	09/24/20	61.64	45760	10/08/20
		P0543765	John Deere Mower Parts	09/28/20	18.81	45760	10/08/20
		W4186765	Marina Lawn Mower Repair	10/15/20	2,196.21	45829	10/26/20
Total 1846:					2,276.66		
<b>1931</b>							
1931	SAIF Corporation	523883REIM	Nondisabling Claims Reimbursement	10/01/20	211.48	45831	10/26/20
Total 1931:					211.48		
<b>1977</b>							
1977	Seder Architecture + Urban Des,	14	Umatilla Business Center	10/11/20	2,032.67	45832	10/26/20
		14	Umatilla Business Center	10/11/20	2,032.67	45832	10/26/20
Total 1977:					4,065.34		
<b>2021</b>							
2021	Simplot Grower Solutions	757125465	Barespot	09/18/20	94.00	45763	10/08/20
Total 2021:					94.00		
<b>2051</b>							
2051	Smith, Lyle	10172020	Moorage Refund - Slip Released	10/17/20	150.00	45834	10/26/20
Total 2051:					150.00		
<b>2059</b>							
2059	Smitty's Ace Hardware	635741	Supplies	08/20/20	26.73	45765	10/08/20
		636413	marina Supplies	09/01/20	59.09	45765	10/08/20
		636450	Supplies	09/01/20	15.18	45765	10/08/20
		637462	Wheelbarrow	09/17/20	432.00	45765	10/08/20
		637463	Supplies	09/17/20	105.12	45765	10/08/20
		637474	Supplies	09/17/20	21.34	45765	10/08/20
		637743	Sprinkler parts	09/10/20	42.41	45765	10/08/20
		638936	Vinyl Tubing	10/12/20	12.90	45835	10/26/20
		639013	Supplies	10/13/20	75.28	45835	10/26/20
		639015	Lithium Battery	10/13/20	3.99	45835	10/26/20
		639318	Graffiti removal	10/19/20	29.97	45835	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2059:					824.01		
<b>2076</b>							
2076	Specks Printing	8200	Printed Forms and Supplies	10/01/20	380.77	45766	10/08/20
		8200	Printed Forms and Supplies	10/01/20	76.15	45766	10/08/20
		8200	Printed Forms and Supplies	10/01/20	152.31	45766	10/08/20
		8200	Printed Forms and Supplies	10/01/20	21.76	45766	10/08/20
		8200	Printed Forms and Supplies	10/01/20	228.46	45766	10/08/20
		8200	Printed Forms and Supplies	10/01/20	228.45	45766	10/08/20
		8216	Business Cards-Hernandez	10/19/20	65.00	45836	10/26/20
Total 2076:					1,152.90		
<b>2138</b>							
2138	SYNCHRONY BANK/AMAZON	4478745835	Program Supplies	09/19/20	190.84	45837	10/26/20
		9543753495	Program Supplies	09/18/20	51.68	45837	10/26/20
Total 2138:					242.52		
<b>2148</b>							
2148	Talos Engineering, Inc.	1587	Trouble shooting water dept.	09/18/20	2,117.38	45769	10/08/20
		1590	Integrating Amazon Lift Station	09/18/20	1,188.50	45769	10/08/20
		1592	Integrating Amazon Lift Station	09/18/20	1,198.50	45769	10/08/20
		1593	Integrating Amazon Lift Station	09/18/20	2,090.00	45769	10/08/20
		1594	Integrating Amazon Lift Station	09/18/20	869.50	45769	10/08/20
		1595	Integrating Amazon Lift Station	09/18/20	517.00	45769	10/08/20
		1596	Integrating Amazon Lift Station	09/18/20	3,645.25	45769	10/08/20
		1597	Integrating Amazon Lift Station	09/22/20	1,252.80-	45769	10/08/20
		1598(COR5)	Integrating Amazon Lift Station	09/22/20	907.50	45769	10/08/20
		1599	Trouble shooting diversion structure	09/22/20	281.44	45769	10/08/20
		1607	PLC Program-linking channels to Pump Stations	10/02/20	117.50	45838	10/26/20
		1610	Touch Screen-IWW Pump	10/09/20	584.50	45838	10/26/20
Total 2148:					12,264.27		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2214</b>							
2214	Tom Denchel Ford Country	512423	Repair #12	09/24/20	157.57	45839	10/26/20
		512441	Truck Repair	09/25/20	28.09	45839	10/26/20
		561492	Auto Repairs-Brake Repair	10/08/20	143.09	45839	10/26/20
Total 2214:					328.75		
<b>2227</b>							
2227	Traffic Safety Supply Co.	INV030553	Supplies	09/15/20	73.64	45771	10/08/20
Total 2227:					73.64		
<b>2270</b>							
2270	Umatilla County Circuit Court	19CR15696	Bail Transfer-Shaylin R. Spencer	10/01/20	100.00	45773	10/08/20
Total 2270:					100.00		
<b>2273</b>							
2273	Umatilla County Finance Dept	SEPTASSES	County Assessment	10/01/20	3,333.09	45774	10/08/20
Total 2273:					3,333.09		
<b>2281</b>							
2281	Umatilla Elect. Coop. Assoc.	4907OCT202	Street Lights	10/01/20	36.23	45840	10/26/20
		6190OCT202	60 HP Sewer Pump	10/01/20	40.94	45840	10/26/20
		6190OCT202	Street Lights	10/01/20	70.00	45840	10/26/20
		7216OCT202	5 HP Sewer Pump	10/01/20	45.75	45840	10/26/20
		7216OCT202	Street Lights	10/01/20	64.82	45840	10/26/20
Total 2281:					257.74		
<b>2293</b>							
2293	Unifirst Corporation	1430278139	Bldg Maint/Supplies CH/Library	09/25/20	74.05	45776	10/08/20
		1430278139	Bldg Maint/Supplies CH/Library	09/25/20	114.71	45776	10/08/20
		1430278139	Bldg Maint/Supplies CH/Library	09/25/20	114.71	45776	10/08/20
		1430278658	Bldg Maint/Supplies CH/Library	10/02/20	52.86	45841	10/26/20
		1430278658	Bldg Maint/Supplies CH/Library	10/02/20	81.89	45841	10/26/20
		1430278658	Bldg Maint/Supplies CH/Library	10/02/20	81.89	45841	10/26/20
		1430279178	Bldg Maint/Supplies CH/Library	10/09/20	44.93	45841	10/26/20
		1430279178	Bldg Maint/Supplies CH/Library	10/09/20	69.60	45841	10/26/20
		1430279178	Bldg Maint/Supplies CH/Library	10/09/20	69.60	45841	10/26/20
		1430279691	Bldg Maint/Supplies CH/Library	10/16/20	44.93	45841	10/26/20
		1430279691	Bldg Maint/Supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1430279691	CH/Library	10/16/20	69.60	45841	10/26/20
			Bldg Maint/Supplies	10/16/20	69.60	45841	10/26/20
			CH/Library				
	Total 2293:				888.37		
<b>2307</b>							
2307	UPS	84WV8390	Postage for PD	09/26/20	19.31	45777	10/08/20
		84WV8400	Postage for PD	10/03/20	16.93	45842	10/26/20
		84WV8410	PD Postage	10/10/20	1.04	45842	10/26/20
	Total 2307:				37.28		
<b>2314</b>							
2314	USA Bluebook Inc.	363223	Water Department Supplies	09/18/20	111.70	45778	10/08/20
		388698	Public Works Equip	10/14/20	487.39	45843	10/26/20
	Total 2314:				599.09		
<b>2337</b>							
2337	Verizon Wireless	9862939974	Mobile Hotspots	09/15/20	192.74	45779	10/08/20
		9864074498	Police Cell Phones	10/02/20	1,014.92	45844	10/26/20
		9864074498	Public Works Phones	10/02/20	211.68	45844	10/26/20
		9864074498	Public Works Phones	10/02/20	211.67	45844	10/26/20
	Total 2337:				1,631.01		
<b>2506</b>							
2506	Allen Marine Services LLC	020-016	Repair Dock	09/15/20	1,950.00	45785	10/26/20
	Total 2506:				1,950.00		
<b>2541</b>							
2541	FCS Group	3034-220090	Rate Study	09/25/20	536.04	45726	10/08/20
		3034-220090	Rate Study	09/25/20	470.21	45726	10/08/20
	Total 2541:				1,006.25		
<b>2557</b>							
2557	Hermiston Ranch & Home	I480154836	Uniform Allowance-Mendoza	08/25/20	329.95	45736	10/08/20
	Total 2557:				329.95		
<b>2627</b>							
2627	Frederick, Michael	994866	Books	09/30/20	48.00	45801	10/26/20
	Total 2627:				48.00		
<b>2647</b>							
2647	Pinnock, David Wayne	122	Park Concessionaire Services-October	10/15/20	6,500.00	45826	10/26/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		3QTRREVE	3 Qtr Revenue Sharing-RV/Campground	10/20/20	2,263.27	45826	10/26/20
Total 2647:					8,763.27		
<b>2695</b>							
2695	Umpqua Research Company	M058871	Lab Tests-Drinking Water	08/28/20	1,107.00	45775	10/08/20
Total 2695:					1,107.00		
<b>2723</b>							
2723	T Mobile	8369OCT202	Library hotspots	10/01/20	101.82	45768	10/08/20
Total 2723:					101.82		
<b>2751</b>							
2751	Carla McLane Consulting, LLC.	UMA-2020-0	Consulting Services-UBG Project	10/01/20	1,237.50	45714	10/08/20
Total 2751:					1,237.50		
<b>2754</b>							
2754	GreenPlay LLC	7109	Consulting Master Park Plan	10/10/20	6,168.75	45805	10/26/20
Total 2754:					6,168.75		
<b>2756</b>							
2756	Accredited Security	20092601	Batteries	10/13/20	284.85	45706	10/08/20
Total 2756:					284.85		
<b>2781</b>							
2781	Roland Wampler Jr. Construction	2005-2	Nugent Park Dugout	10/14/20	4,774.00	45830	10/26/20
Total 2781:					4,774.00		
<b>2801</b>							
2801	Job Tumbler, LLC	2010-284	Job Posting-WWTP Supervisor	10/07/20	2,500.00	45817	10/26/20
Total 2801:					2,500.00		
<b>2843</b>							
2843	North Coast Electric	S010377557	Diversion Structure Future Power	09/17/20	33.77	45822	10/26/20
Total 2843:					33.77		
<b>2852</b>							
2852	City of Umatilla	22198360CT	dropbox	10/01/20	40.00	45717	10/08/20
Total 2852:					40.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2883</b>							
2883	Penske Truck Leasing	JENSEN201	Overpayment-Brandt L. Jenen 201501	10/01/20	215.00	45757	10/08/20
Total 2883:					215.00		
<b>2884</b>							
2884	Davies, Adam H.	DAVIES2015	Overpayment-Adam Davies 201518	10/01/20	215.00	45720	10/08/20
Total 2884:					215.00		
<b>2885</b>							
2885	Singh, Satjot	OVERPAYM	Overpayment-Satjot Singh 201617	10/01/20	38.00	45764	10/08/20
Total 2885:					38.00		
<b>2886</b>							
2886	Barrera Madrigal, Yesenia	MADRIGAL2	Overpayment-Yesenia Barrera Madrigal	10/01/20	265.00	45711	10/08/20
Total 2886:					265.00		
<b>2887</b>							
2887	Noffke's Towing Services	SPEEDY201	Overpayment-Brian Speedy 201484	10/01/20	115.00	45748	10/08/20
Total 2887:					115.00		
<b>2888</b>							
2888	Get 1 Logistics LLC	BEYENE201	Overpayment-Getachew A Beyene 201601	10/01/20	215.00	45728	10/08/20
Total 2888:					215.00		
<b>2889</b>							
2889	Stone, Craig	STONE2018	Overpayment-Craig Stone 201885	10/01/20	132.50	45767	10/08/20
Total 2889:					132.50		
<b>2890</b>							
2890	Hasbell, Sadie	HASBELL20	Overpayment-Sadie Hasbell 201886	10/01/20	25.00	45732	10/08/20
Total 2890:					25.00		
<b>2891</b>							
2891	Transco Line Inc.	GALVEZ2019	Overpayment-Andrew Galvez 201903	10/01/20	440.00	45772	10/08/20
Total 2891:					440.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2892</b>							
2892	First Book Marketplace	700333635	Books	10/01/20	35.20	45727	10/08/20
		700346392	Books	10/19/20	59.70	45800	10/26/20
Total 2892:					94.90		
<b>2893</b>							
2893	ASCO Power Services Inc.	1514109	ATS Equipment	09/25/20	2,956.81	45709	10/08/20
Total 2893:					2,956.81		
<b>2894</b>							
2894	Sanguino, Javier	INV20201011	Refund for Business License	10/01/20	60.00	45762	10/08/20
Total 2894:					60.00		
<b>2895</b>							
2895	Lakeshore	1013921020	programming supplies	10/14/20	99.97	45820	10/26/20
		4855820920	programming supplies	09/21/20	344.35	45746	10/08/20
Total 2895:					444.32		
<b>2896</b>							
2896	TC Excavation LLC	FOOTBALLF	Hydrant Meter Rental-Deposit	10/01/20	1,438.80	45770	10/08/20
Total 2896:					1,438.80		
<b>2897</b>							
2897	Revd Up	4111	Application Use Fees FY 2021	09/28/20	10,500.00	45761	10/08/20
Total 2897:					10,500.00		
<b>2898</b>							
2898	TestAmerica Laboratories, Inc.	7800001117	Laboratory Testing	10/06/20	3,757.50	45780	10/08/20
Total 2898:					3,757.50		
<b>2899</b>							
2899	Hartsook, Robert	01200825-00	Refund-Camping Cancellation	10/01/20	37.04	45731	10/08/20
		01200825-00	Refund-Camping Cancellation	10/01/20	2.96	45731	10/08/20
Total 2899:					40.00		
<b>2900</b>							
2900	B and B Trailers LLC	4994	7x16 Recreation Cargo Trailer	10/14/20	5,669.94	45781	10/14/20
Total 2900:					5,669.94		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2901</b>							
2901	Anateck Labs	2012533	WWTP Qrtly Metals Testing	10/07/20	512.00	45786	10/26/20
Total 2901:					512.00		
<b>2902</b>							
2902	Sival, Inc.	128237-PF	commercial grade light string	10/19/20	3,850.61	45833	10/26/20
Total 2902:					3,850.61		
<b>2903</b>							
2903	Hathaway, Chris	REFUND202	Key Deposit Refund	10/04/20	10.00	45809	10/26/20
Total 2903:					10.00		
<b>2904</b>							
2904	Weaver, Don	01200826-00	Canceled Camping Reservations	10/02/20	80.00	45846	10/26/20
Total 2904:					80.00		
<b>2905</b>							
2905	Walker, Donald	SLIPRELEA	Slip Release-B20	09/30/20	140.00	45845	10/26/20
Total 2905:					140.00		
<b>2906</b>							
2906	Hensel, William	SLIPRELEA	Moorage Slip Release-Deposit and Key Deposit	10/01/20	85.00	45810	10/26/20
Total 2906:					85.00		
Grand Totals:					284,152.24		

Report Criteria:  
Detail report type printed

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 22-2021 - A resolution adopting names of city owned or leased real properties managed and maintained as parks.	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b> 541-922-3226
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 10-20-2020
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**Attachments to Agenda Packet Item:**

[Resolution 22-2021 \(Park Names\).docx](#)

[Resolution 22-2021 \(Exhibits\).pdf](#)

<b>Summary Statement:</b> Staff recommends approval of Resolution No. 18-2021.
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<b>Consistent with Council Goals:</b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.
---

**RESOLUTION NO. 22-2021**

**A RESOLUTION ADOPTING NAMES FOR CITY OF UMATILLA OWNED OR  
LEASED REAL PROPERTIES MANAGED AND MAINTAINED AS PARKS**

**WHEREAS**, the City of Umatilla owns or leases real properties that are managed and maintained as parks; and

**WHEREAS**, the City desires to formally name the existing parks located with the City's Urban Growth Boundary; and

**WHEREAS**, the Parks & Recreation Committee discussed and recommended adoption of the park names at their September 23, 2020, committee meeting to the Umatilla City Council; and

**WHEREAS**, the Umatilla City Council considered the proposed park names at their October 20, 2020 council meeting.

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

1. The Umatilla City Council hereby adopts the park names as shown on Exhibit A for real properties managed and maintained as parks identified on Exhibit B (City of Umatilla Parks Map)

**PASSED** by the Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of November, 2020.

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

ATTEST:

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



# City of Umatilla

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

## **PARKS & RECREATION COMMITTEE RECOMMENDATION:**

### **ADOPTION OF PARK NAMES**

3<sup>RD</sup> Street Soccer Field – remain *3<sup>rd</sup> Street Soccer Field*

Bus Stop Park – recommendation for *Easton Park*

Hash Park – remain *Hash Park*

Kiwanis Park – remain *Kiwanis Park*

Lewis Street Park – recommendation for *Lewis Street Greenway*

Marina Park & RV – remain *Umatilla Marina & RV Park*

McNary Tennis Courts – remain *McNary Tennis Courts*

Nugent Park – remain *Nugent Park*

Old Town Site – not City owned

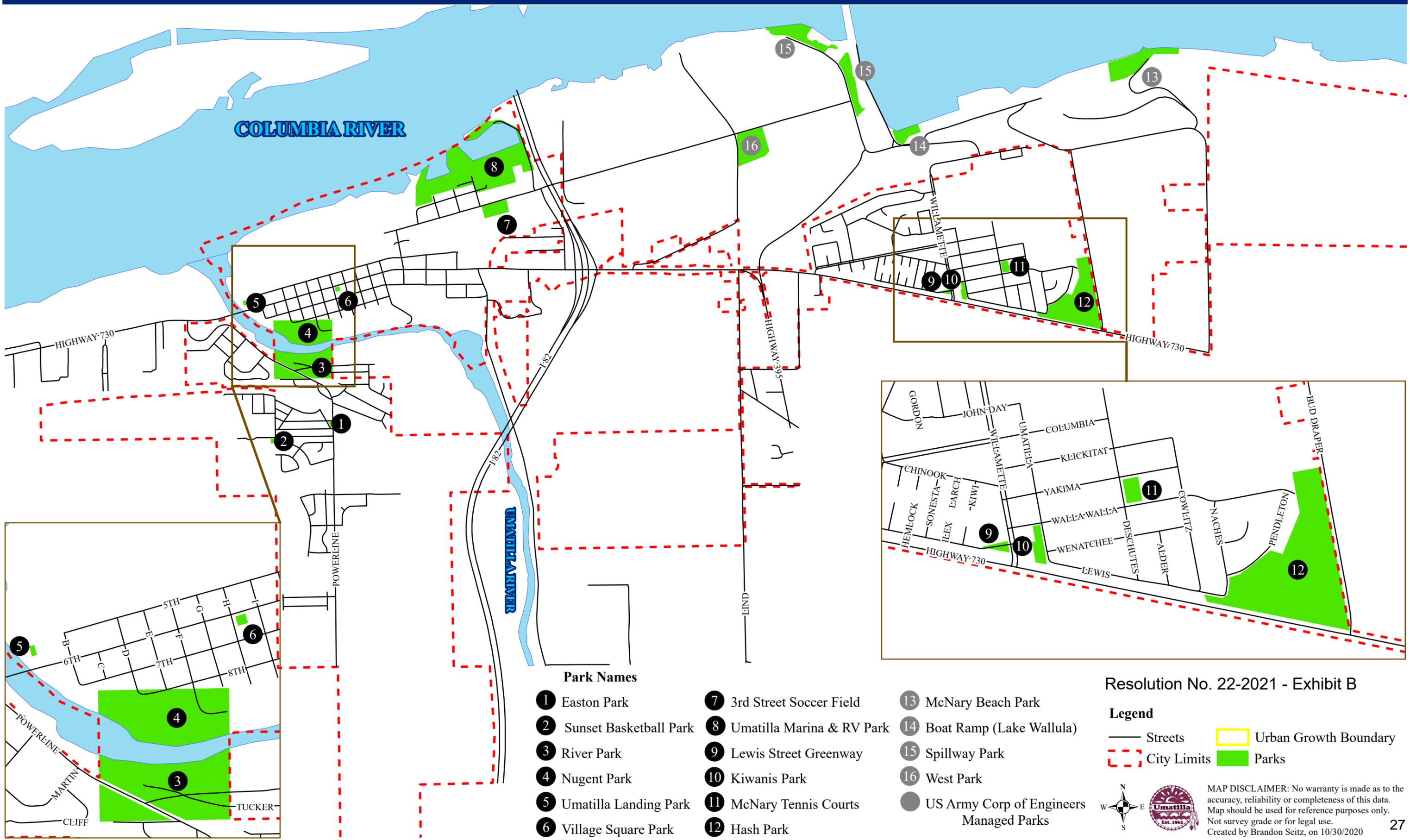
River Park – remain *River Park*

Sunset Basketball Park – remain *Sunset Basketball Park*

Umatilla Landing Park – remain *Umatilla Landing Park*

Village Square Park – remain *Village Square Park*

# CITY OF UMATILLA PARKS



- Park Names**
- |                          |                             |  |
|--------------------------|-----------------------------|--|
| 1 Easton Park            | 7 3rd Street Soccer Field   | 13 McNary Beach Park                         |
| 2 Sunset Basketball Park | 8 Umatilla Marina & RV Park | 14 Boat Ramp (Lake Wallula)                  |
| 3 River Park             | 9 Lewis Street Greenway     | 15 Spillway Park                             |
| 4 Nugent Park            | 10 Kiwanis Park             | 16 West Park                                 |
| 5 Umatilla Landing Park  | 11 McNary Tennis Courts     | ● US Army Corp of Engineers<br>Managed Parks |
| 6 Village Square Park    | 12 Hash Park                |  |

**Resolution No. 22-2021 - Exhibit B**

**Legend**

- Streets
- Urban Growth Boundary
- - - City Limits
- Parks

MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Brandon Seitz, on 10/30/2020



CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 23-2021 - A Resolution Adopting the Umatilla County Planning Authority's Use of Deadly Physical Force Plan in Accordance with Senate Bill 111	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> Police	<b>Director:</b> Darla Huxel	<b>Contact Person:</b> Darla Huxel	<b>Phone Number:</b> 5419223789
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

[RES 23-2021](#)

[Umatilla County Deadly Physical Force Plan 2020 - FINAL DRAFT.docx](#)

<b>Summary Statement:</b> Staff recommends approval of this resolution.
--

<b>Consistent with Council Goals:</b> Goal 3: Enhance and Cultivate Relationships and Partnerships.
--

**RESOLUTION NO. 23-2021**

**A RESOLUTION ADOPTING THE UMATILLA COUNTY PLANNING AUTHORITY'S  
USE OF DEADLY PHYSICAL FORCE PLAN IN ACCORDANCE WITH SENATE  
BILL 111**

**WHEREAS**, Senate Bill 111, passed by the 2007 Oregon Legislature and approved by the Governor requires every law enforcement agency in the state to adopt a policy dealing with the use of deadly force by its police officers; and

**WHEREAS**, Senate Bill 111 appoints Sheriff's and District Attorneys as co-chairs of a county law enforcement Planning Authority that must complete and submit to the governing bodies of each law enforcement agency a proposed plan about the use of deadly physical force on or before July 1, 2008; and

**WHEREAS**, under Senate Bill 111, the governing body of each law enforcement agency shall approve or disapprove the plan, but may not amend the plan within sixty (60) days after receiving the plan; and

**WHEREAS**, the Umatilla City Council is the governing body for the City of Umatilla Police Department; and

**WHEREAS**, in accordance with Senate Bill 111, the Umatilla County law enforcement Planning Authority has submitted an updated use of deadly physical force plan to the Umatilla City Council for approval or disapproval.

**THE CITY COUNCIL DOES RESOLVE AS FOLLOWS;**

Section 1: That the Umatilla County Planning Authority's use of deadly physical force plan attached hereto is hereby approved.

Section 2: That the Umatilla County Planning Authority's use of deadly physical force plan attached hereto is hereby approved and the Chief of Police is authorized to sign the agreement.

**ADOPTED** by the City Council on 3<sup>rd</sup> day of November, 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

# Umatilla County Deadly Physical Force Plan

Updated November 2020

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## Members of the Planning Authority

Umatilla County District Attorney Daniel R. Primus, co-chair

Umatilla County Sheriff Terry Rowan, co-chair

Chief Jason Edmiston, Hermiston Police Department

Lieutenant Karl Farber, Oregon State Police

Officer Cass Clark, Pendleton Police Department

Umatilla County Citizen Susan McHenry

On \_\_\_\_ - \_\_\_\_ - 2020, this plan was approved by the Planning Authority and submitted for approval to governing bodies for the following jurisdictions:

Umatilla County

City of Hermiston

City of Milton-Freewater

City of Pendleton

City of Pilot Rock

City of Stanfield

City of Umatilla

Oregon State Police

## PREAMBLE

The use of deadly physical force by law enforcement personnel is a matter of critical concern both to the public and to the law enforcement community. The purpose of this Plan is not to set the standards for the use of force, or to be a substitute for agency policy regarding use of force, but rather to provide a framework for a consistent response to an officer's use of deadly physical force that treats the law enforcement officer fairly, and promotes public confidence in the criminal justice system.

## **SECTION 1: ADMINISTRATION**

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be six voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.
- (4) Any meeting of a quorum of the voting members of the Planning Authority is subject to Oregon's open meeting law(s).

## **SECTION 2: APPLICABILITY OF THE PLAN**

- (1) This plan shall be applicable, as set forth herein, to any use of deadly physical force, by a police officer acting in the course of and in furtherance of his/her official duties, occurring within Umatilla County.

## **SECTION 3: DEFINITIONS**

<b>Employing Agency -</b>	Means the law enforcement organization or organizations employing the involved officer or officers.
<b>Plan -</b>	Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies, and approved by the Attorney General. Any approved revisions shall become part of the Plan.
<b>Deadly Physical Force -</b>	Means physical force that under the circumstances in which it is used, is readily capable of causing death or serious physical injury.
<b>Physical Injury -</b>	Means impairment of physical condition or substantial pain that does not amount to "serious physical injury."
<b>Involved Officer –</b>	Means the person whose official conduct, or official order, was the cause in fact of the death of a person. "Involved Officer" also means an officer/deputy whose conduct was not the cause in fact of the death, but who was involved in the incident before or during the use of deadly physical force, and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.

- LEA of Primary Responsibility -** Means the agency with jurisdictional authority over the involved officer(s). The Law Enforcement Agency (LEA) of Primary Responsibility may relinquish the investigative role upon consultation with the District Attorney, and agreement from another agency to assume the investigative role.
- Incident Commander -** Is the person responsible for directing and/or controlling resources by virtue of explicit legal, agency, or delegated authority.

#### **SECTION 4: IMMEDIATE AFTERMATH**

- (1) When an officer uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety of the officer and any member of the public.
- a. After taking such steps, the officer shall immediately notify his or her agency of the use of deadly physical force.
  - b. Thereafter, the officer, if able, shall take such steps as are reasonably necessary preserve the integrity of the scene and to preserve evidence.
  - c. Upon request, the officer shall provide information regarding the circumstances as necessary to protect persons and property, preserve any evidence, and to provide a framework for the investigation.

#### **SECTION 5: INVESTIGATION PROTOCOLS**

- (1) There will be two investigations regarding officer(s) involved in a deadly force incident that occurs in Umatilla County. A criminal investigation will be conducted by a Law Enforcement Agency (LEA) of Primary Responsibility to determine if any criminal conduct occurred during the use of deadly physical force. The Employing Agency of the involved officer(s) will conduct a secondary administrative investigation regarding the policies of the parent agency.

If a deadly force incident involves one or more members of the multi-jurisdictional Blue Mountain Enforcement Narcotics Team (BENT), the Employing Agency of the involved officer(s) will be responsible for the administrative investigation. The agency of Primary Responsibility will be determined post incident by a minimum of two BENT Board members in consultation with the District Attorney.

If a deadly force incident involves one or more members of the Umatilla/Morrow County Major Crime Team, the Employing Agency of the involved officer(s) will be responsible for the administrative investigation. The agency of Primary Responsibility will be determined

post incident by an administrator of the Employing Agency in consultation with the District Attorney.

- (2) The LEA of Primary Responsibility will designate an Incident Commander. All the criminal investigative activities shall be directed and coordinated by the Incident Commander. The primary responsibility of the Incident Commander is direction and coordination of the entire investigation. The Incident Commander may request personnel from the LEA of Primary Responsibility or other partner agencies to his/her command.
- (3) The Incident Commander shall ensure that at least one officer not employed by the Employing Agency of the involved officer(s) is assigned as an active investigative participant until the conclusion of the criminal investigation.
- (4) The Incident Commander may activate and enlist the assistance of all or part of the Major Crime Team to assist in the investigation. The Incident Commander may enlist other specialized investigators such as, but not limited to, the Oregon State Police Crime Laboratory, scale diagram specialists, polygraph examiners, medical personnel, the Medical Examiner, the State Medical Examiner's Office, firearm experts, use of force experts, and other officers experienced in the criminal investigation of critical incidents to assist in the investigation.
- (5) The Incident Commander shall ensure that the investigation, at a minimum, consists of:
  - a. Eyewitness interviews.
  - b. Evidence collection.
  - c. Background interviews.
  - d. Involved Officer(s) interview(s).
- (6) The Incident Commander shall ensure that the investigation is documented in written reports, and that the reports are filed with the LEA of Primary Responsibility, the Employing Agency and the District Attorney.

## **SECTION 6: CRIMINAL INVESTIGATION**

When an officer uses deadly physical force, in addition to the requirements of Section 4 (1) of this Plan, and notwithstanding agency policy, the following provisions apply:

- (1) Upon arrival of additional officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4 (1) of the Plan, and the duties shall be re-assigned to uninvolved police personnel.

- (2) As soon as practicable, each Involved Officer shall leave the scene, as directed by his or her supervisor, and be offered the opportunity for medical treatment as necessary. If the officer is not in need of medical treatment, the officer shall be taken to a local police or sheriff's office. If requested by the Involved Officer, the officer's union representative shall be notified.
- (3) The Involved Officer(s) duty weapon(s) will be collected at an appropriate time and place. If possible, the weapon(s) will be collected away from the scene and at a time when the weapon(s) can be replaced. The weapon(s) should be collected holstered, in order to maintain evidentiary value, condition of the weapon(s) and trace evidence. The Employing Agency will be responsible for the replacement of the Involved Officer's duty weapon. When other officers are present during the use of deadly physical force, their duty weapon(s) should be checked to determine if they had been "fired" or not.

(4) Interview of an "Involved Officer":

As used in this section, "interview" refers to the formal interview of the involved officer by assigned investigative personnel that occurs no sooner than 24 hours after the incident. An involved officer should seek counsel before providing their statement.

- a. The waiting period does not preclude an initial on-scene conversation with the involved officer(s) to assess and make an initial evaluation of the incident. Questions of the officer(s) should be limited to public safety, security issues, tactical issues, outstanding suspects and weapons, injured people, identity of those involved and physical evidence urgency.
  - b. The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies, separate the involved officer(s) and assign someone to stay with the involved officers until investigative personnel can obtain a preliminary statement. The purpose in obtaining this statement will be to determine public safety information (e.g. outstanding subjects, location of evidence, direction of travel, etc.).
  - c. The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation as determined by the Incident Commander shall be permitted access to the scene. When it is determined that no evidence will be contaminated or destroyed, the officer(s) involved in the incident may be asked to participate in a "walk through" to assist in the investigation.
- (5) For at least 72 hours immediately following an incident in which deadly physical force was used by a police officer, the Employing Agency shall not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force.

- a. Officer(s) involved in discharging his or her firearm, as a result of a deadly force situation, shall immediately be placed on administrative leave until such time as sufficient information exists to determine the justification in the use of deadly physical force, and/or the officer(s) have been provided the opportunity to attend mental health counseling or have been evaluated to determine the officer's fitness for duty.
- (6) After consultation with the involved officer, the Employing Agency or officer shall notify the officer's family according to departmental policy regarding such notification.
- (7) In the 6 months following a use of deadly physical force incident, the Employing Agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling by a licensed mental health counselor, of the officer's choice.
  - a. At agency expense, the involved officer(s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
  - b. The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (8) As soon as practicable after the arrival of a supervisor, notification shall be made to the District Attorney as provided in Section 7 (1) of this Plan.
  - a. This provision does not prevent the Employing Agency from requiring additional notification requirements within their respective agency policies.
- (9) The assignment of outside investigative personnel does not preclude the Employing Agency involved from conducting a concurrent investigation for administrative purposes as established by that agency. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (10) In order to preserve the integrity of the investigation and prosecution, if one occurs, the Incident Commander or his/her designee shall ask all involved officers to refrain from making public statements about the investigation, until such time as the investigation has concluded, and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.
- (11) The Employing Agency, cooperation with the District Attorney, shall designate a representative to make an initial public statement about the incident. Such statement shall include:
  - a. The time and place of the incident.
  - b. The condition of any suspect.
  - c. The nature of the use of deadly physical force.

- (12) Prior to a final determination being made by the District Attorney, the District Attorney and the LEA of Primary Responsibility shall consult with each other before releasing any additional information concerning the investigation.

## **SECTION 7: DISTRICT ATTORNEY**

- (1) When an incident of the use of deadly physical force by an officer occurs, the Employing Agency shall, as soon as practicable, notify the District Attorney's Office.
- a. Notification shall be made to the District Attorney, Chief Deputy District Attorney, or the designated senior member of the District Attorney's staff as determined by the District Attorney.
- (2) When a use of deadly physical force by an officer occurs, the District Attorney, and/or designee of his/her staff, will consult with the Employing Agency regarding the investigation and implementation of the other elements of this plan.
- (3) The District Attorney has the sole statutory and constitutional duty to make the decision on whether to present a matter to a Grand Jury.
- a. Preliminary Hearings will not be used as a method of reviewing an officer's use of deadly force.
  - b. The District Attorney will consult with the investigating agency and make the decision on whether to present the case to a Grand Jury.
    - i. The timing of the decision will be made by the District Attorney at such time as he has determined that sufficient information is available to competently make the decision.
  - c. If the District Attorney decides to present a case to the Grand Jury, the District Attorney shall promptly notify the investigating agency, the involved officer's agency, and the involved officer's representative.
  - d. If the District Attorney decides that the investigation reveals that the officer's use of deadly physical force was justified under Oregon Law, and that Grand Jury review is unnecessary, the District Attorney shall so notify the Employing Agency of the officer, the involved officer's representative and the public.

## **SECTION 8: DEBRIEFING**

The use of deadly physical force by an officer has the potential to create strong emotional reactions, which have the potential to interfere with an officer's ability to perform his/her duties. These reactions may be manifested immediately, or over time. Further, these reactions may occur not only in officer(s) directly involved in an incident, but also in other officers.

The requirements of this section provide a minimum framework, and are not intended to take the place of the Employing Agency's policies, rules and regulations. Agencies are encouraged to develop formal procedures to deal with an officer's stress in response to a deadly force incident.

- (1) At the conclusion of the investigation the Incident Commander shall ensure that adequate time is allotted for a full critique of the operational effectiveness of the investigation and the plan. The critique shall be held in private and shall be attended by investigators or other personnel who were actively involved in the investigation.
- (2) The Incident Commander shall submit an after-action report to the LEA of Primary Responsibility and the Umatilla County Deadly Force Planning Authority after every deadly force incident.
- (3) The Incident Commander shall assure that the appropriate information is collected and provided to the District Attorney. The District Attorney will then submit the report to the Attorney General's Office. The report will include the date, time and location of the incident, the name, gender, race, ethnicity and age of the decedent, and a brief description of the circumstances surrounding the incident.

## **SECTION 9: EDUCATION, TRAINING, OUTREACH**

- (1) The Department of Public Safety Standards and Training requires 8 hours per year, 24 hours over a 3-year period of training in "firearms" and "use of force" disciplines. Each agency subject to this Plan shall require a minimum of 4 hours per year, 12 hours over a 3-year period, of training dedicated to use of force. The training must include education on the agency's use of force policy and the Deadly Physical Force Plan. This training may also include, but is not limited to:
  - a. Defensive Tactics
  - b. Tactical Shooting
  - c. SWAT training
  - d. Use of Force in making an arrest
  - e. Use of non-lethal force
  - f. Range 3000
  - g. In-service and Briefing Training
  - h. Confrontational Simulation
- (2) Upon adoption of this Plan, partner agencies shall take steps to publicize the Plan to their respective communities.

- (3) At least once per calendar year the District Attorney’s Office shall provide their Attorneys training on the use of force by law enforcement officers, the investigation of such incidents and the Deadly Physical Force Plan.
- (4) At least once per calendar year, the Planning Authority shall conduct outreach intended to educate the media, government bodies and members of the Umatilla County community in the use of force by law enforcement officers and the investigation of such incidents.
- (5) Prior to the adoption of this Plan, the Planning Authority shall take steps to engage the Umatilla County community in a discussion regarding the purpose of this Plan, and the elements contained therein. Such steps shall include, but are not limited to general public release of the draft, discussion with the media, providing the draft to agency employees, union representatives, elected officials, and members of relevant boards or commissions.

**SECTION 10: FISCAL IMPACT**

- (1) At the conclusion of each fiscal year following the adoption of the Plan, each agency shall submit to the administrator of the Plan, a report outlining the fiscal impact each element of the Plan as described in sections (a) to (e) of Section 2 (4) of Senate Bill 111, Oregon Laws 2007.

**SECTION 11: PLAN REVIEW**

- (1) The Planning Authority will meet annually to review and discuss the operation of the Plan.
- (2) If a revision of the Plan becomes advisable, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by statute.

County of Umatilla District Attorney  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

County of Umatilla Sheriff  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**For the City of Pendleton**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Milton-Freewater**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Stanfield**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Oregon State Police**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Hermiston**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Umatilla**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the City of Pilot Rock**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Confederated Tribes of the Umatilla  
Indian Reservation**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 24-2021 - A Resolution Authorizing Chief Huxel to Sign an Intergovernmental Agreement for Mutual Aid and Interagency Cooperation Among Law Enforcement Agencies Located in Umatilla County & Morrow County, Oregon	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> Police	<b>Director:</b> Darla Huxel	<b>Contact Person:</b> Darla Huxel	<b>Phone Number:</b> 5419223789
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[RES 24-2021.docx](#)

[Mutual Aid Intergovernmental Agreement 2020](#)

[Major Crime Agreement Addendum](#)

<b>Summary Statement:</b> Staff recommends approval.
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<b>Consistent with Council Goals:</b> Goal 3: Enhance and Cultivate Relationships and Partnerships.
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**RESOLUTION NO. 24-2021**

**A RESOLUTION AUTHORIZING CHIEF HUXEL TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND INTERAGENCY COOPERATION AMONG LAW ENFORCEMENT AGENCIES LOCATED IN UMATILLA COUNTY & MORROW COUNTY, OREGON**

**WHEREAS**, it is the responsibility of Umatilla County & Morrow County to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

**WHEREAS**, existing and the continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of each county; and

**WHEREAS**, it is in the best interest of the City of Umatilla to approve a Mutual Aid and Interagency Cooperation Agreement to ensure public safety by providing adequate levels of police services; and

**WHEREAS**, the Umatilla City Council is the governing body for the City of Umatilla Police Department.

**THE CITY COUNCIL DOES RESOLVE AS FOLLOWS;**

Section 1: The Intergovernmental Agreement for Mutual Aid and Interagency Cooperation Among Law Enforcement Agencies Located in Umatilla and Morrow County is attached as Exhibit "A."

Section 2: Chief Huxel is hereby directed and authorized to execute the Intergovernmental Agreement for Mutual Aid and Interagency Cooperation Among Law Enforcement Agencies Located in Umatilla and Morrow County

**ADOPTED** and **PASSED** by the Umatilla City Council on 3<sup>rd</sup> day of November, 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

# **Intergovernmental Agreement for Mutual Aid and Interagency Cooperation among Law Enforcement Agencies Located in Umatilla County & Morrow County, Oregon**

This Intergovernmental Agreement is made and entered into by and among the undersigned units of local government located in Umatilla County & Morrow County, Oregon and additional surrounding Oregon law enforcement agencies that would like to participate in the Agreement.

Under authority of Chapter 190, Oregon Revised Statutes, the parties agree as follows:

- 1. Definitions:** The following definitions shall be used in construing the following terms used in this Agreement.

Agency: A public body as defined in ORS 174.109.

Mutual Aid: The provision of additional personnel, equipment or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to a situation and the personnel responding act under the direction and control of the requesting agency.

The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation and/or the enforcement of narcotics laws, as provided in any memorandum of understanding agreed to by the undersigned participating agencies, so long as the terms of the memorandum of understanding are consistent with the terms of this Agreement.

Mutual Assistance: The provision of additional personnel, equipment or expertise on an occasional basis such as assisting another agency with routine calls for service or to provide a cover car. Mutual Assistance includes, but is not necessarily limited to, those situations where one agency requests a second agency handle a call for service in an adjoining jurisdiction due to a shortage of personnel in that jurisdiction, or a request to provide a cover officer. An officer providing Mutual Assistance shall remain under the supervision and control of his or her own agency, and shall not be under the direction or control of the agency, which the Mutual Assistance is provided.

Requesting Agency: The agency requesting Mutual Aid.

Police Officer, Peace Officer, General Authority Oregon Police Officer:

A full-time, fully compensated police officer commissioned by the State of Oregon or any full-time, fully compensated police officer commissioned by a police agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended.

**2. Mutual Aid – Authority to Request, Grant, Refuse or Terminate Aid**

Every police officer of every law enforcement agency with supervisory or administrative authority participating in this Agreement has the ability to request mutual aid, to grant or refuse a request for mutual aid, and to terminate the provision of mutual aid once granted.

An agency may have procedures that control the exercise of the authority granted by this section so long as the procedures do not unduly hinder the ability of an agency to make or respond to a request for mutual aid.

Pursuant to ORS 133.235, peace officers have statutory authority to act anywhere within the State of Oregon, regardless of whether the offense occurs within their primary jurisdiction.

**3. Mutual Aid – Procedure to Request, Grant, Refuse, or Terminate**

A police officer of the requesting agency who has authority to request mutual aid must make the request for mutual aid to a police officer of the responding agency who has the authority to grant a request for mutual aid.

The responding agency may grant or deny, in whole or in part, the request to supply aid to the requesting agency.

A supervising police officer of the requesting agency may relieve all or part of the personnel or equipment of the responding agency from mutual aid duty if, in the opinion of the officer of the requesting agency, the personnel or equipment is no longer needed in the requesting agency's jurisdiction.

The Umatilla/Morrow County Major Crime Team exists to provide collaborative investigative resources to partner agencies in the event an investigation exceeds the training, expertise or resources of the agency of jurisdiction. Because this is a specialized team, Addendum A covers the specifics of activation and responsibilities associated with this agreement.

**4. Mutual Aid – Control and Direction of Personnel and Equipment**

Once the responding agency decides to supply aid to a requesting agency, and then the requesting agency becomes fully responsible for the direction and control of the aid provided. This responsibility shall continue until the requesting agency terminates its

request for aid, the responding agency recalls the aid or withdraws from providing further aid to the responding agency.

The requesting agency shall designate an incident commander who shall be in command of the scene. The personnel and equipment of the responding agency shall be under the direction and control of the requesting agency until the requesting agency relieves the responding agency or the responding agency withdraws assistance. The incident supervisor shall designate radio channels. All agencies will follow the radio procedures of the dispatch center responsible for the communications of the requesting agency. "Plain Language" will be used in lieu of codes to communicate during all emergencies requiring a multiple agency response.

If the request for mutual aid involves an Interagency Team, the Team leader will report to the incident commander for directions as to where and when the team should be deployed, and any rules of engagement. The Incident Commander and Team Leader shall confer regarding the team's mission and its objectives. After agreeing upon the mission, the Team Leader shall deploy the team to accomplish the mission. Notwithstanding any other provision of this Agreement, the Team Leader shall retain supervision of his/her team at all times. The team Leader shall make decisions regarding tactical deployment of the team; however, the overall control and direction for the incident remains with the requesting agency. If the Incident Commander and Team Leader cannot agree upon the deployment of the team, either party may terminate the provision(s) of mutual aid, and withdraw aid.

If the request for mutual aid involves the request for a special tactics team or special skills team all members of the team are to be considered agents of the requesting agency for purposes of the Oregon Tort Claims Act, except as otherwise set forth in this document. The purpose of this provision is to require the requesting agency to defend and indemnify any such team in the event civil litigation arises from the actions of the team consistent with Section 5 of this Agreement.

The supervising officer of the responding agency or the Team Leader of an Interagency Team may recall all or part of the allocated personnel or equipment as needed. The supervising officer of the responding agency or the Team Leader of an Interagency Team shall withdraw from an incident if so directed by the incident commander.

## **5. Mutual Aid- Liability and Indemnity**

A responding agency's refusal to provide mutual aid to a requesting agency, or a responding agency's recall of mutual aid already provided to a requesting agency, shall not be a basis upon which the requesting agency may impose liability for damages upon the responding agency.

The responding agency's employees shall be considered agents of the requesting agency for the purposes of the Oregon Tort Claims Act, during such times the responding agency's employees are providing mutual aid under this Agreement. Subject to the limits

of the Oregon Constitution and the Oregon Tort Claims Act, the requesting agency agrees to defend, hold harmless and indemnify the responding agency, its' respective administrators, directors, councilors, officers and employees from all liability, claims, causes of actions, demands, losses, or damages brought by a third party and arising from the provisions of mutual aid under this Agreement.

**6. Mutual Aid – Workers Compensation**

Each agency shall remain solely responsible for worker's compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the requesting agency.

Each agency will maintain worker's compensation coverage or self-insurance coverage on its personnel while they are providing assistance pursuant to this Agreement. Each agency agrees not to bring any claim, action, suit or proceeding against any agency involved in requesting or providing mutual aid to recover the cost of worker's compensation benefits paid to employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other agency, its officers, employees or volunteers.

**7. Mutual Aid – Finance, Costs, and Accounting**

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime, workers' compensation and death benefits, as if those employees were on-duty working directly for the agency by which he or she is employed.

Each responding agency shall pay for the ordinary wear, tear or routine maintenance of department owned equipment. Additionally, each responding agency shall pay for the repair or replacement of department owned property, if the property is damaged by the sole fault of an employee of the responding agency.

Expenses incurred such as travel, meals, lodging and other expenses not otherwise specifically mentioned herein shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

If a requesting agency needs mutual aid for an emergency event, such as flood, earthquake or other natural disaster, the requesting agency shall reimburse the responding agency for costs associated with providing the mutual aid. This clause includes wages, benefits, and overtime, if the responding agency provides mutual aid for more than twenty-four hours on any incident unless otherwise agreed to in advance.

**8. Mutual Assistance – Liability**

Notwithstanding any other provision of this Agreement, providing Mutual Assistance shall not be a basis for one agency imposing liability upon another agency. Each agency shall retain supervision and control of its officers at all times during the requesting, receiving or providing of Mutual Assistance. No agency requesting, receiving or providing Mutual Assistance shall be liable for the acts and omissions of any other agency as a result of requesting, receiving or providing Mutual Assistance.

**9. Commencement and Duration of Agreement**

This Agreement shall take effect when it has been signed by more than one of the parties to it. The Agreement shall be reviewed in January of every odd year.

**10. Additional Parties**

Any Oregon law enforcement agency not a party to this Agreement may become a party by signing the Agreement after being authorized to do so by its governing body. Upon signing the Agreement, the Agreement shall become binding.

**11. Termination, Suspension, or Withdrawal from Agreement**

Upon mutual consent of all parties, this Agreement may be amended or terminated at any time. Any party may withdraw from this Agreement upon giving a 30-day written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving mutual aid from any other participating agency.

**12. Waiver**

The failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision.

**13. Captions**

Captions and heading used in this Agreement are inserted for reference only, and are not intended to affect the interpretation or construction of the Agreement.

**14. Partial Invalidity**

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provisions of this Agreement are adjudged invalid, such adjudication shall not affect the remainder of the provision or the other provisions of this Agreement. If the remainder of the questionable provision

continues to conform to the terms and requirements of applicable law, and the intent of this Agreement it shall remain valid.

**15. Amendments**

Only a written instrument, executed by all of the parties to it may amend this Agreement.

**16. Resolution of Disputes**

Resolution of any dispute or disagreement concerning application of any provision of this Agreement shall be resolved according to the provisions of ORS Chapter 190.

**17. Signatories' Authority to Enter into Agreement**

Every person signing this Agreement hereby represents to all of the others that they are duly authorized by their respective unit of local government to enter into this Agreement.

**SIGNATURE PAGES TO FOLLOW**

**IN WITNESS WHEREOF** the parties, by the signatures of their authorized representatives, have executed this Agreement effective on the date shown below each signature.

*City of Pendleton*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*City of Hermiston*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*City of Milton-Freewater*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*City of Umatilla*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Confederated Tribes of the Umatilla Indian  
Reservation*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Oregon State Police*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*City of Stanfield*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*City of Pilot Rock*

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*City of Boardman*

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Umatilla County District Attorney*

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Morrow County District Attorney*

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Umatilla County Sheriff's Office*

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Morrow County Sheriff's Office*

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END SIGNATURE PAGES**

**IGA for Mutual Aid - Addendum A**  
**UMATILLA/MORROW COUNTY MAJOR CRIME TEAM AGREEMENT**

**MISSION STATEMENT**

The Umatilla/Morrow Major Crime Team is committed to the relentless pursuit of truth through a concerted effort by participating members to achieve justice for the populations served.

**PURPOSE STATEMENT**

The Umatilla/Morrow County Major Crime Team exists to provide collaborative investigative resources to partner agencies within Umatilla and Morrow Counties in the event a criminal investigation occurs, which exceeds the training, expertise or resources of the agency of jurisdiction.

**COMPOSITION AND FUNCTION**

- The Major Crime Team may include personnel employed by the Umatilla County Sheriff's Office (UCSO), Morrow County Sheriff's Office (MCSO), Oregon State Police (OSP), Hermiston Police Department (HPD), Pendleton Police Department (PPD), Umatilla Police Department (UPD), Stanfield Police Department (SPD), Milton-Freewater Police Department (MFPD), Umatilla Tribal Police Department (UTPD), Boardman Police Department (BPD), Pilot Rock Police Department (PRPD), District Attorney's Office(s) and Blue Mountain Enforcement Narcotics Team (B.E.N.T.). Other individuals may participate on an invitational basis, or when the need arises.
- Member Selection:
  - The Major Crime Team will consist of personnel selected by the Chief, Sheriff, District Attorney or ranking Oregon State Police Representative of each law enforcement entity within Umatilla and Morrow Counties.
- The Major Crime Team's Responsibilities include, but are not limited to:
  - Scene integrity and security;
  - Collection/preservation of evidence;
  - Drafting of affidavits and search warrants;
  - Interviewing victim(s) and witnesses;
  - Interrogation of suspects;
  - Arrest/apprehension of offenders;
  - Compilation of investigative reports;
  - Control/dissemination of information;
  - Prosecution/testimony;
  - Maintaining individual competencies in the area(s) of case law, search and seizure, investigative techniques, interview/ interrogation and legislative action.
- Major Crime Team Activation:
  - Each participating agency will provide the Umatilla and Morrow County dispatch centers with contact information of person(s) authorized to approve call out(s) and overtime for purpose of efficiency.

- Team members will maintain resource lists identifying decision maker, detectives, law enforcement personnel with special skills/certification(s) (i.e. Reconstructionist(s), Criminalists, Negotiators, etc.), judges, hospitals and mortuaries.
  - Request(s) to activate the Major Crime Team shall be limited to the Chief, Sheriff, District Attorney or ranking Oregon State Police Representative with jurisdictional responsibility. In the event the aforementioned person(s) are unavailable, the next highest-ranking law enforcement official within the jurisdiction of responsibility shall make the request.
  - Upon activation of the Major Crime Team, the investigation shall be led by the agency of jurisdiction unless the agency defers the leadership role to another agency and/or the District Attorney. In either instance, the identity of the Incident Commander shall be clearly communicated to all parties involved in the investigation within the first hour of activating the team.
- Command and Control:
    - The designated Incident Commander will immediately assume responsibility for establishing a command center, duty assignments, briefing(s) and resource notification. He/she will remain free of any direct investigative duties in order to appropriately oversee and support the investigation.
    - Individual Major Crime Team members are accountable to their respective employing agencies concerning conduct, updates, liability, documentation and compensation.
    - It is agreed that when agency resources are loaned to another agency for the purpose of investigation, the participating member is to follow all lawful orders and directives given by the Incident Commander. If/when, performance issues arise, the Incident Commander shall immediately contact the employing agency for disposition.
    - All persons supporting the Major Crime Team's mission through investigative activity shall complete a written report memorializing their action(s).
- Evidence:
    - The agency of jurisdiction will be responsible for:
      - Maintaining the chain of custody for all evidence collected;
      - Submitting evidence for forensic analysis;
      - Receiving, storing and complying with all laws governing evidence retention.
- Documentation:
    - Copies of all reports, photographs, diagrams, logs, CD's, etc., shall be submitted to the Incident Commander within ten days of investigative activity.
    - The Incident Commander will compile and collate all investigative material into a three-ring binder, flash drive or other storage media before submitting the case book(s) to the District Attorney or Tribal Prosecutor for prosecutorial consideration. This shall be done within fourteen days of the investigative activity.
    - The District Attorney or Tribal Prosecutor is the only person who may grant extensions to the ten-day rule. His/her decision should be based on extenuating circumstances and/or volume of work completed by the requesting team member.
    - If/when an exception is granted, the District Attorney's Office or the Tribal Prosecutor will communicate a new submission deadline to the team member and his/her agency supervisor.
    - Failure of a team member to submit reports in a timely manner will result in his/her being

prohibited from participating in additional callout(s)/investigations until all pending reports are received by the District Attorney or Tribal Prosecutor.

- Press Releases:
  - The dissemination of information to the media and/or public will be single source.
  - All information released in conjunction with a Major Crime Team investigation will be handled by or vetted through the District Attorney or the Public Information Officer for the Confederated Tribes of the Umatilla Indian Reservation if applicable.
- Post Action:
  - Investigative briefings will be held at the discretion of the Incident Commander and District Attorney or the Tribal Prosecutor if applicable.
  - All Major Crime Team call out(s)/investigations will be debriefed within three-days of arrest and/or when it is determined that the Major Crime Team is no longer needed.
  - The Incident Commander of an MCT activation will debrief with the LEAA at the next scheduled meeting or as soon as practical.

DRAFT

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution 18-2021. A Resolution approving the execution of a Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc. ( <i>East Wanapa</i> ).	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> At least \$2,400,000 each year	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a	

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

[Resolution 18.2021 Amazon Enterprise Zone Agreement PDX130.docx](#)

[PDX130 - LTREZ Agreement - FINAL10.26.2020.docx](#)

[Dave Wanapa Map.pdf](#)

<b>Summary Statement:</b> Motion to Approve.  The City of Umatilla and Amazon Data Services (ADS) have a more than decade long relationship and partnership of establishing data centers in the City of Umatilla. Additionally, City Council adopted their 2019-2021 City Council Goals, of which, Objective 2.1 states to "Continue to strongly support and encourage the development of data centers" and Objective 2.3 states to "Reduce barriers to economic growth." Approving the Long-Term Enterprise Zone Abatement Agreement (LTREZ) meets both of these Council goals and creates significant economic development for our community and region. The payments in lieu of taxes are more significant than past agreements and more closely mirror those of other jurisdictions that have entered LTREZ agreements with ADS recently. This agreement also provides annual funding earmarked for Public Safety and Education intended to help support some of our other local agency partners.
--

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

**RESOLUTION NO. 18-2021**

**A RESOLUTION APPROVING THE EXECUTION OF A LONG-TERM RURAL ENTERPRISE ZONE ABATEMENT AGREEMENT WITH AMAZON DATA SERVICES, INC. (East Wanapa).**

**WHEREAS**, the City Council of the City of Umatilla is the sponsor of the Greater Umatilla Enterprise Zone; and

**WHEREAS**, the Board of County Commissioners of Umatilla County and the City Council of the City of Umatilla in August 2020 co-adopted Resolutions to amend the Greater Umatilla Enterprise Zone to become equal co-sponsors of the Greater Umatilla Enterprise Zone, a process that is currently pending; and

**WHEREAS**, Amazon Data Services, Inc. has agreed to invest more than \$200,000,000 to develop more than 250,000 square feet of data center facilities within the zone; and

**WHEREAS**, Amazon Data Services, Inc. has requested a Long-term Rural Enterprise Zone Abatement pursuant to ORS 285C.409(1); and

**WHEREAS**, Amazon Data Services, Inc. agrees to adhere to all requirements of an agreement for Long-Term Rural Enterprise Zone Abatement with Umatilla County and the City of Umatilla, as well as any applicable laws of the State of Oregon relating to Long-Term Rural Enterprise Zone Abatement; and

**WHEREAS**, the Agreement for Long-Term Rural Enterprise Zone Abatement requires Amazon Data Services, for the term of the agreement, to invest more than \$200 million, provide employee compensation greater than 130 percent of the Umatilla County average wage, and pay the required fees to the zone over the term of the agreement.

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

1. That the form, terms, and provisions of the draft of the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, entered by Amazon Data Services, and the City of Umatilla, and the transactions contemplated thereby, providing for, among other things, establishing Amazon Data Services' investment in a new data center facility and related employment, and the Long-Term Rural Enterprise Zone Abatement pursuant to Oregon Revised Statute, copies of which have been presented to and reviewed by the City Council be, and they are, in all respects, hereby approved and adopted; and
2. The City Manager of the City of Umatilla is hereby authorized to execute and deliver the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc., substantially in the form heretofore approved and adopted with such changes, additions, deletions and modifications as such executing officer or officers may approve,

such execution to be conclusive evidence of such approval and of the authorization thereof by the City Council; and

3. The City Manager of the City of Umatilla is hereby authorized and directed to prepare, execute, deliver, acknowledge and file such additional documents, agreements, certificates, forms, receipts and other instruments, in the name of and on behalf of the City of Umatilla and under its corporate seal, if so desired, and to take all such other actions as such officer or officers shall, in his or her or their sole discretion, approve in order to carry out the transactions heretofore approved and perform and discharge the City of Umatilla's obligations under or in connection with the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc., such actions and execution to be conclusive evidence of such approval and of the authorization thereof by the City Council.
4. Effective Date. This Resolution is effective, immediately upon its passage, as of the date and year set out below.

**PASSED** by the City Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of November 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

## AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE TAX ABATEMENT

This agreement for Long-Term Rural Enterprise Zone Tax Abatement (“Agreement”) is executed by UMATILLA COUNTY, OREGON (“Umatilla County”), the CITY OF UMATILLA, OREGON (“City of Umatilla”), and Amazon Data Services, Inc. (the “Company”). Umatilla County and the City of Umatilla are referenced collectively in this Agreement as “Sponsors.” Sponsors and Company are sometimes collectively referenced in this Agreement as “Parties.”

### RECITALS

The Sponsors have established the Greater Umatilla Enterprise Zone pursuant to Oregon Revised Statute (ORS) 285C.045, *et seq.*

With the aid of tax incentives from the Sponsors, the Company, either directly or through an affiliate, intends to make investments exceeding \$200,000,000 in the Greater Umatilla Enterprise Zone (the “Zone”) by building and operating one or more new data centers located in the Zone.

The Company has previously made significant investments in the Zone that have contributed to long-term investment and employment in the Zone.

The Company and the Sponsors desire to enter into this Agreement to encourage the Company to continue to make investments in the Zone and to streamline and simplify the reporting and administration of tax abatements made available to the Company.

The Company has timely and properly filed the Oregon Department of Revenue’s Certification Application for Long-Term Rural Oregon Tax Incentive (“Application”) with respect to the Facility (as defined herein).

The Company must execute a first-source hiring agreement, pursuant to ORS 285C.215, regarding the new permanent jobs to be created in Umatilla County upon completion and operation of the Facility.

NOW, THEREFORE, in recognition of the foregoing recitals, in consideration of the covenants contained herein, and in accordance with ORS 285C.400 through 285C.420, the Parties hereby agree as follows:

### AGREEMENT

- I. **The Facility:** The “Facility” will consist of investments in data centers to be developed by the Company or its affiliates and located in the Zone, which will include the land, real property improvements, machinery and equipment, related personal property, and related support facilities and buildings, which may be installed, constructed, added, or placed in service in the Zone during the term of this Agreement. The Facility is currently expected to be located in the Zone on property described as The North one-half of the North one-half (N ½ N ½) of Section 18. T.5N., R.29E., W.M., Umatilla County, Oregon or more commonly known as TLID #5N29B00000600. No addresses are currently attached to this location. Additional addresses may be attached to TLID #5N29B00000600 for future data centers developed in the Zone during the term of this Agreement.

- II. Exemption for the Facility:** The Sponsors jointly acknowledge and agree that, upon approval of the Company's Application, and upon certification by the Sponsors and the Umatilla County Assessor, and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from *ad valorem* property tax on the Facility as provided in ORS 285C.409(1). The property tax exemption granted by this Agreement will to the maximum extent permitted by this law exempt from all *ad valorem* property taxation the real property improvements, personal improvements, and tangible and intangible personal property (excluding land, as set forth in ORS 285C.409(5)(a)) comprising or installed, constructed, added or otherwise placed at the Facility, all as set forth in ORS 285C.409 and Oregon Administrative Rules (OAR) 123-690-0100 and 123-690-6200.
- III. Term of Exemption:** Pursuant to ORS 285C.409(1), and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from *ad valorem* property tax as follows:
- A.** For the first tax year following the calendar year in which the Company is certified or after which construction of the Facility commences, whichever event occurs later;
  - B.** For each subsequent tax year in which the Facility is not yet in service as of the assessment date; and
  - C.** For a period of 15 consecutive property tax years commencing as of the first tax year in which the Facility is in service as of the assessment date (the "Exemption Period"). As used in this Agreement, the Facility is "in service" or "in operation" on the date the Facility is issued its first certificate of occupancy.
    - 1.** The Company shall provide notification to the Umatilla County Assessor upon the Facility's receipt of its certificate of occupancy within ninety (90) days of such receipt.
- IV. Scope of Exemption:** Pursuant to ORS 285C.409(1)(a) and (b) and subject to Section II, the Company and its affiliates are entitled to exemption from *ad valorem* property tax with respect to all qualified property, whether leased or owned and whether tangible or intangible, of the Company and its affiliates used in connection with the development and construction on the Facility.
- V. Obligations of the Company:** The Company will comply with the following conditions as authorized under ORS 285C.403(3)(c):
- A. Statutory and Administrative Requirements:** The Company agrees to comply with the requirements of ORS 285C.409 and 285C.412(5) as well as those provided in OAR Chapter 123, Division 690, including:
    - 1. Minimum Facility Investment:** As provided in ORS 285C.412(5), by the end of the year in which the Facility is placed in service, the total cost of the Facility will exceed \$200,000,000.
    - 2. Minimum Distance:** At the time the Company will be certified, the location of the Facility will be 10 or more miles from Interstate Highway 5, as measured between the two closest points between the Facility and anywhere along that interstate highway.

3. **Minimum Employment:** The Company and its affiliates will hire and thereafter continue to employ during the term of this exemption at least 10 full-time employees at the Facility by the end of the third calendar year following the year in which the Facility is first placed in service. In accordance with OAR 123-690-4200, the Minimum Employment requirement will be satisfied for any given year if:
  - a. The number of employees performing their jobs at the Facility during the year, less the number of employees performing their jobs at the Facility 12 months before the Facility was placed in service, is greater than or equal to 10.
4. **Minimum Employee Compensation:** The annual average compensation for the Company's employees and employees of its affiliates at the Facility will be at least equal to or greater than 130 percent of the County average annual wage, in accordance with the definitions and guidelines in OAR Chapter 123, Division 690. This requirement may be initially met in any year during the first five years after the year in which operation of the Facility begins, and thereafter is met if the annual average compensation for employees at the Facility for the year exceeds the average wage in the County for the year in which the requirement was initially met.

**B. Additional Obligations:** As established solely under this Agreement, the Parties agree to the additional obligations set forth below:

1. **Annual Improvement Payment ("AIP"):** For each year of the Exemption Period, the Company shall pay to the Sponsors an AIP in the amount of (i) \$1,000,000 for each data center located within the Facility that is equal to or greater than 200,000 square feet and that is issued, and maintains, a certificate of occupancy, and (ii) \$5 per square foot for each data center located within the Facility that is less than 200,000 square feet and that is issued, and maintains, a certificate of occupancy; provided, however, the minimum total AIP for each year of the Exemption Period will be \$2,000,000. The references to data center square footage in this paragraph refer to the gross square footage within the exterior walls of each data center building.
2. **Additional Annual Fee ("AAF"):** For each year of the Exemption Period, the Company shall pay to the Sponsors an AAF in an amount determined by applying the tax code area ad valorem property tax rate to \$25,000,000, increased annually at the rate of 3%.
3. **Public Safety Impact Fee ("PSIF"):** For each year of the Exemption Period, the Company shall pay to the Sponsors a PSIF in the amount of \$50,000, increased annually at the rate of 3%.
4. **Student Success Fee ("SSF"):** For each year of the Exemption Period, the Company shall pay to the Sponsors a SSF in the amount of \$50,000, increased annually at the rate of 3%.
5. The Company shall make the AIP, AAF, PSIF, and the SSF payable to the Umatilla County Assessor and deposit the payments to the Umatilla

County Assessor on or before November 15 of each year of the Exemption Period.

a. The mailing address for payment is: [Umatilla County Assessor, ].

6. **Payment Reduction for Charitable Payment:** The Company may make payments to or for the benefit of charities or non-profit entities that benefit Umatilla County, or residents of Umatilla County, and that are reasonably approved by the Sponsors (a "Charitable Payment"). If the Company makes a Charitable Payment the Company may reduce its payments due under this Paragraph B for AIP on a dollar-for-dollar basis in an amount equal to the Charitable Payment made during each year, up to a total reduction each year in the amount of \$150,000. Provided, however, that the first \$25,000 of Charitable Payments made each year will not result in any reduction of payments due by the Company under this Paragraph B. For purposes of this Agreement, a Charitable Payment includes, but is not limited to, the funding of education of graduates of Umatilla School District (e.g., scholarships for post-secondary and vocational education), the funding of 501(c)(3) organizations, and the funding of 501(c)(6) organizations.

7. **Permit Fees:** The Company will pay all standard building permit and other permit fees related to the Facility. The Company further agrees that if it has a choice between obtaining an equivalent permit, license, or similar approval for the Facility from either a local governmental entity or a state entity, the Company will obtain the permit, license, or similar approval from the local governmental entity.

8. **Payments Generally:** With respect to the Facility, and to the fullest extent of applicable law, the Company will not be required to pay sums to any local taxing authority in which the Facility are located other than the AIP, AAF, PSIF, and SSF due under this Section V.

VI. **Obligations of Sponsors:** Sponsors will comply with the following conditions:

A. **Resolutions:** Within 30 days of the Effective Date (as that capitalized term is defined below), the governing body of each of Umatilla County and the City of Umatilla, will adopt resolutions approving and authorizing the execution of this Agreement. Such resolutions will serve to approve the Facility for a property tax exemption under ORS 285C.409 and constitute the resolutions described in ORS 285C.403(3)(a).

B. **Certification:** Within 30 days of satisfaction of the criteria set forth under ORS 285C.403(3), Sponsors and the Umatilla County Assessor will approve and countersign the application submitted by the Company, thereby certifying the Company as eligible for the property tax exemption contemplated by this Agreement.

C. **Tax Exemption:** Sponsors hereby sets the period of the property tax exemption for the Facility for purposes of ORS 285C.409(1)(c) to be 15 consecutive years, beginning with the first tax year following the calendar year in which the Facility is first placed in service.

- D. **Allocation of Payments:** Sponsors are solely responsible for the allocation, budgeting, division, and disposition of any payment due under this Agreement, including any portions that may be due or payable to any other jurisdiction. In no event shall the Company have any liability in connection with any disagreement, error, or conflict related to the division, allocation, or distribution of such amounts. In no event will the Company have any liability or obligation to any other person with respect to any payment due under this Agreement after the Company has discharged its duty to pay as set forth in Section V above, and Sponsors shall hold the Company harmless with respect to any claims to the contrary.
- E. **Sponsors' Support:** Sponsors will support the Company in the Company's efforts to qualify for and obtain other tax incentives in connection with the Facility, including by promptly executing such letters or other documentation of support as may be reasonably requested by the Company, but Sponsors make no warranty with respect to its ability to affect any outcome in such regards.

VII. **Termination Rights:** Each party may terminate this Agreement as follows:

- A. **The Company's Termination Right:** The Company may elect to terminate this Agreement for any reason or no reason by delivery of written notice thereof to Sponsors. Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination.
- B. **Sponsors' Termination Right:** If the Company fails to make any payment required under this Agreement within 30 days of the due date of such payment, or fails to fulfill any other obligation of this Agreement within 30 days of written notice specifying the obligation which is in default, Sponsors may terminate the Agreement upon written notice to the Company. Such notice must provide an additional 60 days in which the Company may cure any such payment deficiency or default. Notwithstanding the foregoing, Sponsors may not terminate the Agreement if the Company's failure to pay is due to Sponsors' error.
- C. **Mutual Termination Right:** The Parties may terminate this Agreement at any time upon mutual written agreement of termination.

VIII. **Confidentiality:**

- A. The Parties acknowledge that this Agreement is a public record subject to Oregon's public records laws. If any person or entity requests any data, documents, or notes about the Company or its business practices (other than this Agreement) that are related to this Agreement or its tax exemption ("Confidential Information"), whether by court order, subpoena, Oregon Public Records Request, or other reason, the Sponsors shall not release any such information until all of the following steps are completed:
  1. the Sponsors shall notify Company within three (3) business days of the receipt of such request;
  2. if the Company elects to challenge or appeal the release of such information, the Company shall notify the Sponsors within nine (9) business days of receipt of the request, and the Company shall assume all responsibilities, costs, and expenses for such defense;

3. if the Company does not notify the Sponsors within nine (9) business days of receipt of such request, the Sponsors shall be authorized to release the requested information to the requestor and the Sponsors shall have no liability to the Company for such release of such Confidential Information.

Notwithstanding the above, the Sponsors agree to cooperate with the Company in any challenge or appeal to a court order, subpoena, public records request, or other applicable law requiring the release of Confidential Information. The Company shall indemnify and hold the Sponsors harmless for all costs and expenses incurred in the challenge or appeal to the release of such information, including court and appeal costs and the Sponsors' attorney's fees and expenses. Nothing in this section requires the Parties to refuse to disclose such information after a final order, including any appeal, by a competent judicial authority. If Oregon law is amended to require responses to public records requests be made less than twelve (12) business days from the request, the number of business days specified in Paragraphs (1) and (2) above shall be reduced to two (2) business days, and the number of business days to respond to a public records request as mandated by Oregon law less two (2) business days, respectively.

**IX. Miscellaneous Provisions:**

- A. **Effective Date:** This Agreement becomes effective on the date at which this Agreement has been signed by all of the Parties.
- B. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign this Agreement to any of its affiliates or to any wholly owned subsidiary of its ultimate holding company, or to a new entity without the prior written consent of the other party. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.
- C. **Amendment:** This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.
- D. **Waiver:** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof.
- E. **Notices:** All notices and communications relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, or delivered by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered, three (3) days after mailing if sent by mail, and one (1) business day after dispatch if sent by express courier, to the following addresses:

<u>If to the Company:</u> Amazon.com, Inc.	<u>If to Sponsors:</u> Umatilla County Assessor
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<p>410 Terry Ave. N Seattle, WA 98109 Attn: Infrastructure Global Expansion, Economic Development</p> <p><u>With copies to:</u> Amazon.com, Inc. Attn: General Counsel P.O. Box 81226 Seattle, WA 98108-1226</p> <p>Amazon.com, Inc. Attn: Property Tax P.O. Box 80416 Seattle, WA 98108-0416</p>	<p><u>With copies to:</u> <b>Enterprise Zone Manager</b></p>
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A copy of all notices and communications relating to this Agreement shall also be sent, on or before the date in which they become effective, by email to:

<p><u>If to the Company:</u> <a href="mailto:Aws-econ-dev@amazon.com">Aws-econ-dev@amazon.com</a></p>	<p><u>If to Sponsors:</u></p>
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**F. Limitation of Liability:** Notwithstanding anything to the contrary in this Agreement, neither the Company, nor any of its affiliates, shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishment in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the financial benefit realized by the Company under this Agreement and (ii) \$3,000,000.

**G. Force Majeure:** A party will not be deemed to be in breach, material breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event. The Company and Sponsors agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation,

statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Facility or over a party's operations.

- H. 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 provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. It is the intent of the Parties that, in the event a clause or provision is stricken, that there be added as part of this Agreement a clause or provision as similar in terms as may be possible, legal, and enforceable so as to provide a comparable property tax exemption and comparable payments as provided for in this Agreement.
- I. Governing Law:** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- J. Venue:** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Umatilla County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Umatilla County, Oregon.
- K. Attorney's Fees:** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Notwithstanding the foregoing, each party's maximum liability under this Section IX(K) is \$75,000 and in no event will any party be obligated by this Section IX(K) to pay an amount in excess of \$75,000.
- L. Entire Agreement:** This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.
- M. Signatures:** This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.
- N. Waiver of Jury Trial:** With respect to any proceeding or action arising out of or in any way relating to this Agreement (whether in contract, tort, equity or otherwise), the Parties knowingly, intentionally and irrevocably waive their right to trial by jury.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

Umatilla County

\_\_\_\_\_  
John Shafer, Chair

\_\_\_\_\_  
George Murdock

\_\_\_\_\_  
Bill Elfering

City of Umatilla

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

Attest:

Amazon Data Services, Inc.

\_\_\_\_\_  
Enterprise Zone Manager

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

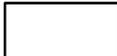


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**AMAZON DATA SERVICES, INC.  
LONG TERM RURAL ENTERPRISE ZONE PROPERTY LOCATIONS**



**Legend**

 Tax Lots 8-26-2020



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 10/30/2020

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution 19-2021. A Resolution approving the execution of a Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc. ( <i>West Wanapa</i> ).	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> At least \$2,400,000 each year	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a	

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

[Resolution 19.2021 Amazon Enterprise Zone Agreement PDX121.docx](#)

[Dave Wanapa Map.pdf](#)

<b>Summary Statement:</b> Motion to Approve.  The City of Umatilla and Amazon Data Services (ADS) have a more than decade long relationship and partnership of establishing data centers in the City of Umatilla. Additionally, City Council adopted their 2019-2021 City Council Goals, of which, Objective 2.1 states to "Continue to strongly support and encourage the development of data centers" and Objective 2.3 states to "Reduce barriers to economic growth." Approving the Long-Term Enterprise Zone Abatement Agreement (LTREZ) meets both of these Council goals and creates significant economic development for our community and region. The payments in lieu of taxes are more significant than past agreements and more closely mirror those of other jurisdictions that have entered LTREZ agreements with ADS recently. This agreement also provides annual funding earmarked for Public Safety and Education intended to help support some of our other local agency partners.
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<b>Consistent with Council Goals:</b> Goal 2: Promote Economic Development and Job Growth.
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**RESOLUTION NO. 19-2021**

**A RESOLUTION APPROVING THE EXECUTION OF A LONG-TERM RURAL ENTERPRISE ZONE ABATEMENT AGREEMENT WITH AMAZON DATA SERVICES, INC. (West Wanapa).**

**WHEREAS**, the City Council of the City of Umatilla is the sponsor of the Greater Umatilla Enterprise Zone; and

**WHEREAS**, the Board of County Commissioners of Umatilla County and the City Council of the City of Umatilla in August 2020 co-adopted Resolutions to amend the Greater Umatilla Enterprise Zone to become equal co-sponsors of the Greater Umatilla Enterprise Zone, a process that is currently pending; and

**WHEREAS**, Amazon Data Services, Inc. has agreed to invest more than \$200,000,000 to develop more than 250,000 square feet of data center facilities within the zone; and

**WHEREAS**, Amazon Data Services, Inc. has requested a Long-term Rural Enterprise Zone Abatement pursuant to ORS 285C.409(1); and

**WHEREAS**, Amazon Data Services, Inc. agrees to adhere to all requirements of an agreement for Long-Term Rural Enterprise Zone Abatement with Umatilla County and the City of Umatilla, as well as any applicable laws of the State of Oregon relating to Long-Term Rural Enterprise Zone Abatement; and

**WHEREAS**, the Agreement for Long-Term Rural Enterprise Zone Abatement requires Amazon Data Services, for the term of the agreement, to invest more than \$200 million, provide employee compensation greater than 130 percent of the Umatilla County average wage, and pay the required fees to the zone over the term of the agreement.

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

1. That the form, terms, and provisions of the draft of the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, entered by Amazon Data Services, and the City of Umatilla, and the transactions contemplated thereby, providing for, among other things, establishing Amazon Data Services' investment in a new data center facility and related employment, and the Long-Term Rural Enterprise Zone Abatement pursuant to Oregon Revised Statute, copies of which have been presented to and reviewed by the City Council be, and they are, in all respects, hereby approved and adopted; and
2. The City Manager of the City of Umatilla is hereby authorized to execute and deliver the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc., substantially in the form heretofore approved and adopted with such changes, additions, deletions and modifications as such executing officer or officers may approve,

such execution to be conclusive evidence of such approval and of the authorization thereof by the City Council; and

3. The City Manager of the City of Umatilla is hereby authorized and directed to prepare, execute, deliver, acknowledge and file such additional documents, agreements, certificates, forms, receipts and other instruments, in the name of and on behalf of the City of Umatilla and under its corporate seal, if so desired, and to take all such other actions as such officer or officers shall, in his or her or their sole discretion, approve in order to carry out the transactions heretofore approved and perform and discharge the City of Umatilla's obligations under or in connection with the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc., such actions and execution to be conclusive evidence of such approval and of the authorization thereof by the City Council.
4. Effective Date. This Resolution is effective, immediately upon its passage, as of the date and year set out below.

**PASSED** by the City Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of November 2020.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

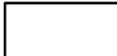


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**AMAZON DATA SERVICES, INC.  
LONG TERM RURAL ENTERPRISE ZONE PROPERTY LOCATIONS**



**Legend**

 Tax Lots 8-26-2020



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CITY OF UMATILLA, OREGON

**AGENDA BILL**

<b>Agenda Title:</b> Resolution 20-2021. A Resolution approving the execution of an intergovernmental agreement (IGA) with Umatilla County for the distribution of the additional obligations payment made by Amazon Data Services, Inc. from the Long-Term Rural Enterprise Zone (LTREZ) agreement for the East Wanapa Data Center.	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> At least \$2,400,000 in additional annual revenue for the region	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a	

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

[Resolution\\_No.\\_20-2021 LTREZ Distribution Agreement PDX130 East Wanapa.docx](#)

[Umatilla LTREZ Distribution Agreement FINAL PDX130 East Wanapa.DOCX](#)

<b>Summary Statement:</b> Motion to Approve.  The City of Umatilla, Amazon Data Services (ADS), and Umatilla County continue to work together in partnership to bring living wage jobs to the City of Umatilla and Umatilla County and to seek opportunities for economic development. This agreement creates the required Distribution Agreement between the City and the County for the distribution of fee proceeds (payments in lieu of taxes) from payments made by ADS for an all-new data center to be located inside the City limits of Umatilla.
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**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

**RESOLUTION NO. 20-2021**

**A RESOLUTION APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH UMATILLA COUNTY FOR THE DISTRIBUTION OF THE ADDITIONAL OBLIGATIONS PAYMENT MADE BY AMAZON DATA SERVICES, INC. FROM THE LONG-TERM RURAL ENTERPRISE ZONE (LTREZ) AGREEMENT FOR THE EAST WANAPA DATA CENTER.**

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

**WHEREAS**, the Board of County Commissioners of Umatilla County and the City Council of the City of Umatilla in August 2020 co-adopted Resolutions to amend the Greater Umatilla Enterprise Zone to become equal co-sponsors of the Greater Umatilla Enterprise Zone, a process that is currently pending; and

**WHEREAS**, on November 3, 2020 and November 4, 2020 the City and the County, respectively, both adopted Resolutions approving the property tax exemption for the East Wanapa Data Center Facility; and

**WHEREAS**, Amazon Data Services, Inc. has agreed to invest more than \$200,000,000 to develop more than 250,000 square feet of data center facilities within the zone; and

**WHEREAS**, the City and the County are interested in encouraging investment, job creation, higher incomes for local residents, and greater diversity of economic activity; and

**WHEREAS**, the City and the County desire to partner together to enter into this Agreement to encourage economic development in the City of Umatilla and throughout Umatilla County; and

**WHEREAS**, ORS 190.010 authorizes local governments to enter into written agreements; and

**WHEREAS**, ORS 285C.600 through 285C.620 establishes the requirements and rules for distributions of Enterprise Zone fee proceeds.

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

1. That the form, terms, and provisions of the draft LTREZ Distribution Agreement for the East Wanapa Project with Umatilla County, copies of which have been presented to and reviewed by the City Council be, and in all respects, hereby approved and adopted; and
2. Mayor Dedrick is hereby authorized to execute and deliver the said Agreement, substantially in the form heretofore approved and adopted with such changes, additions, deletions and modifications as such executing officer or officers may approve, such

execution to be conclusive evidence of such approval and of the authorization thereof by the City Council; and

3. Mayor Dedrick is hereby authorized and directed to prepare, execute, deliver, acknowledge and file such additional documents, agreements, certificates, forms, receipts and other instruments, in the name of and on behalf of the City of Umatilla and under its corporate seal, if so desired, and to take all such other actions as such officer or officers shall, in her sole discretion, approve in order to carry out the transactions heretofore approved and perform and discharge the City of Umatilla's obligations under or in connection with the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc., such actions and execution to be conclusive evidence of such approval and of the authorization thereof by the City Council.
4. Effective Date. This Resolution is effective, immediately upon its passage, as of the date and year set out below.

**PASSED** by the City Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of November, 2020.

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

ATTEST:

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

**LTREZ DISTRIBUTION AGREEMENT**  
Long-Term Rural Enterprise Zone Tax Abatement  
Distribution of the Additional Obligations Payment  
EAST WANAPA

Umatilla County, a political subdivision of the State of Oregon (the “County”) and, the City of Umatilla, a municipal corporation (the “City”), enter into this agreement (“Agreement”) for allocation and distribution of the Additional Annual Improvement Payment under Long-Term Rural Enterprise Zone Tax Abatement Agreement (the “LTREZ Agreement”) this 4<sup>th</sup> day of November 2020 (the “Execution Date”) and shall be effective as of November 4, 2020 (the “Effective Date”). Each of the County and the City is referred to as a “Party” and collectively as the “Parties.”

**W I T N E S S E T H :**

**WHEREAS**, the County, and the City have entered into a Long-Term Rural Enterprise Zone Tax Abatement Agreement dated November 4, 2020 with Amazon Data Services, Inc., (“ADS”) for projects within the Greater Umatilla Enterprise Zone for data center facilities to be developed on approximately 84 acres of the eastern portion of Tax Lot 600 Tax Map 5N29B located in Umatilla County and described as Tax No. 0810-135855

**WHEREAS**, the LTREZ Agreement provides that ADS would, among other payments, remit to the City and County Additional Obligations payments;

**WHEREAS** the purpose of this Agreement is to allocate the Payment between the County and the City and method for the distribution of the proceeds of the Additional Obligations payments.

**NOW, THEREFORE**, in consideration of the mutual covenants of the Parties, each to the other giving, the Parties do hereby agree as follows:

1. The Annual Improvement Payment (“AIP”) made under paragraph V(B)(1) of the LTREZ Agreement by ADS will be divided between the Parties evenly, with each receiving 50% of the payment annually.

2. From its share of the AIP, the County will make a contribution (“County Contribution”) toward mutually agreed upon economic development projects within the City or the City’s Urban Growth Boundary that enhance and contribute to the well-being of the community and contribute to the economy and growth of the Umatilla area (“~~County Contribution~~”). (“Project Goal”).

3. The amount of the County Contribution will depend on the amount of data centers completed.

- a) If one or two data centers resulting in \$2 million payment, County Contribution will be up to \$450,000 per year;
- b) If three data centers resulting in \$3 million payment, County Contribution will be up to \$550,000 per year;
- c) If four data centers resulting in \$4 million payment, County Contribution will be up to \$650,000 per year.

4. Economic development projects will include projects set out in adopted Capital Improvement Plans, Parks or Trails Master Plans, Comprehensive Plan, Water or Wastewater Master Plans, or the City’s adopted Annual Budget provided the Project Goal is met.

5. By mutual agreement of the Parties, the County may withhold all or part of the County Contribution in a given year in order to apply that payment to projects in subsequent years; provided that the County will not be excused from the obligation to transfer the entire amount of each County Contribution to the City.

6. The County retains sole discretion to determine the allocation of the County portion of the AIP remaining after reserving for the County Contribution, and the City retains sole discretion to determine the allocation of the City portion of the AIP.

7. The Additional Annual Fee made under paragraph V(B)(2) of the LTREZ Agreement will be paid to the County for distribution among agreed-upon taxing entities. In the event the Parties cannot agree, the distribution will be made based upon relevant permanent rates by all taxing entities within the tax code of the Facilities, as if the Facilities were on the tax roll.

8. The Public Safety Impact Fee made under paragraph V(B)(3) of the LTREZ Agreement will be paid to the County for distribution to the Umatilla Rural Fire Protection District for capital and equipment purchases.

9. The Student Success Fee made under paragraph V(B)(4) of the LTREZ Agreement will be paid to the County for distribution to the Umatilla School District, or to its educational foundation if such exists.

10. This agreement is for the sole benefit of the Parties and nothing in this agreement, express or implied, is intended to or shall confer upon any other entity or person any legal or equitable right, benefit, remedy or expectation of payment of any nature, under or by reason of this agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement as of the Effective Date.

**UMATILLA COUNTY**

**CITY OF UMATILLA**

\_\_\_\_\_  
John M. Shafer, Chair

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

\_\_\_\_\_  
George L. Murdock, Commissioner

\_\_\_\_\_  
William J. Elfering, Commissioner

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution 21-2021. A Resolution approving the execution of an intergovernmental agreement (IGA) with Umatilla County for the distribution of the additional obligations payment made by Amazon Data Services, Inc. from the Long-Term Rural Enterprise Zone (LTREZ) agreement for the West Wanapa Data Center.	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> At least \$2,400,000 in additional annual revenue for the region	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a	

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

[Resolution\\_No.\\_21-2021 LTREZ Distribution Agreement PDX121 West Wanapa.docx](#)

[Umatilla LTREZ Distribution Agreement FINAL PDX121 West Wanapa.docx](#)

<b>Summary Statement:</b> Motion to Approve.  The City of Umatilla, Amazon Data Services (ADS), and Umatilla County continue to work together in partnership to bring living wage jobs to the City of Umatilla and Umatilla County and to seek opportunities for economic development. This agreement creates the required Distribution Agreement between the City and the County for the distribution of fee proceeds (payments in lieu of taxes) from payments made by ADS for an all-new data center to be located inside the City limits of Umatilla.
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**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

**RESOLUTION NO. 21-2021**

**A RESOLUTION APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH UMATILLA COUNTY FOR THE DISTRIBUTION OF THE ADDITIONAL OBLIGATIONS PAYMENT MADE BY AMAZON DATA SERVICES, INC. FROM THE LONG-TERM RURAL ENTERPRISE ZONE (LTREZ) AGREEMENT FOR THE WEST WANAPA DATA CENTER.**

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

**WHEREAS**, the Board of County Commissioners of Umatilla County and the City Council of the City of Umatilla in August 2020 co-adopted Resolutions to amend the Greater Umatilla Enterprise Zone to become equal co-sponsors of the Greater Umatilla Enterprise Zone, a process that is currently pending; and

**WHEREAS**, on November 3, 2020 and November 4, 2020 the City and the County, respectively, both adopted Resolutions approving the property tax exemption for the West Wanapa Data Center Facility; and

**WHEREAS**, Amazon Data Services, Inc. has agreed to invest more than \$200,000,000 to develop more than 250,000 square feet of data center facilities within the zone; and

**WHEREAS**, the City and the County are interested in encouraging investment, job creation, higher incomes for local residents, and greater diversity of economic activity; and

**WHEREAS**, the City and the County desire to partner together to enter into this Agreement to encourage economic development in the City of Umatilla and throughout Umatilla County; and

**WHEREAS**, ORS 190.010 authorizes local governments to enter into written agreements; and

**WHEREAS**, ORS 285C.600 through 285C.620 establishes the requirements and rules for distributions of Enterprise Zone fee proceeds.

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

1. That the form, terms, and provisions of the draft LTREZ Distribution Agreement for the West Wanapa Project with Umatilla County, copies of which have been presented to and reviewed by the City Council be, and in all respects, hereby approved and adopted; and
2. Mayor Dedrick is hereby authorized to execute and deliver the said Agreement, substantially in the form heretofore approved and adopted with such changes, additions, deletions and modifications as such executing officer or officers may approve, such

execution to be conclusive evidence of such approval and of the authorization thereof by the City Council; and

3. Mayor Dedrick is hereby authorized and directed to prepare, execute, deliver, acknowledge and file such additional documents, agreements, certificates, forms, receipts and other instruments, in the name of and on behalf of the City of Umatilla and under its corporate seal, if so desired, and to take all such other actions as such officer or officers shall, in her sole discretion, approve in order to carry out the transactions heretofore approved and perform and discharge the City of Umatilla's obligations under or in connection with the Long-Term Rural Enterprise Zone Abatement Agreement with Amazon Data Services, Inc., such actions and execution to be conclusive evidence of such approval and of the authorization thereof by the City Council.
4. Effective Date. This Resolution is effective, immediately upon its passage, as of the date and year set out below.

**PASSED** by the City Council and **SIGNED** by the Mayor this 3<sup>rd</sup> day of November, 2020.

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

ATTEST:

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

**LTREZ DISTRIBUTION AGREEMENT**  
Long-Term Rural Enterprise Zone Tax Abatement  
Distribution of the Additional Obligations Payment  
WEST WANAPA

Umatilla County, a political subdivision of the State of Oregon (the “County”) and, the City of Umatilla, a municipal corporation (the “City”), enter into this agreement (“Agreement”) for allocation and distribution of the Additional Annual Improvement Payment under Long-Term Rural Enterprise Zone Tax Abatement Agreement (the “LTREZ Agreement”) this 4<sup>th</sup> day of November 2020 (the “Execution Date”) and shall be effective as of November 4, 2020 (the “Effective Date”). Each of the County and the City is referred to as a “Party” and collectively as the “Parties.”

**W I T N E S S E T H :**

**WHEREAS**, the County, and the City have entered into a Long-Term Rural Enterprise Zone Tax Abatement Agreement dated November 4, 2020 with Amazon Data Services, Inc., (“ADS”) for projects within the Greater Umatilla Enterprise Zone for data center facilities to be developed on approximately 84 acres of the eastern portion of Tax Lot 600 Tax Map 5N29B located in Umatilla County and described as Tax No. 0810-135855

**WHEREAS**, the LTREZ Agreement provides that ADS would, among other payments, remit to the City and County Additional Obligations payments;

**WHEREAS** the purpose of this Agreement is to allocate the Payment between the County and the City and method for the distribution of the proceeds of the Additional Obligations payments.

**NOW, THEREFORE**, in consideration of the mutual covenants of the Parties, each to the other giving, the Parties do hereby agree as follows:

1. The Annual Improvement Payment (“AIP”) made under paragraph V(B)(1) of the LTREZ Agreement by ADS will be divided between the Parties evenly, with each receiving 50% of the payment annually.
2. From its share of the AIP, the County will make a contribution (“County Contribution”) toward mutually agreed upon economic development projects within the City or the City’s Urban Growth Boundary that enhance and contribute to the well-being of the community and contribute to the economy and growth of the Umatilla area (“~~County Contribution~~”). (“Project Goal”).
3. The amount of the County Contribution will depend on the amount of data centers completed.
  - a) If one or two data centers resulting in \$2 million payment, County Contribution will be up to \$300,000 per year;
  - b) If three data centers resulting in \$3 million payment, County Contribution will be up to \$400,000 per year;
  - c) If four data centers resulting in \$4 million payment, County Contribution will be up to \$500,000 per year.

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8. The Public Safety Impact Fee made under paragraph V(B)(3) of the LTREZ Agreement will be paid to the County for distribution to the Umatilla Rural Fire Protection District for capital and equipment purchases.

9. The Student Success Fee made under paragraph V(B)(4) of the LTREZ Agreement will be paid to the County for distribution to the Umatilla School District, or to its educational foundation if such exists.

10. This agreement is for the sole benefit of the Parties and nothing in this agreement, express or implied, is intended to or shall confer upon any other entity or person any legal or equitable right, benefit, remedy or expectation of payment of any nature, under or by reason of this agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement as of the Effective Date.

**UMATILLA COUNTY**

**CITY OF UMATILLA**

\_\_\_\_\_  
John M. Shafer, Chair

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

\_\_\_\_\_  
George L. Murdock, Commissioner

\_\_\_\_\_  
William J. Elfering, Commissioner

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Library Board Resignation - Janet Parke	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b> 5419223226x104
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[Parke Library Board Resignation.pdf](#)

<b>Summary Statement:</b> Approve resignation and declare vacancy.
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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August 3-

With regret I must resign  
from the Library Board due  
to health problems.

Janet Parke  
569 Stephens Ave,  
Umatilla, OR. 97882

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Library Board Resignation - Christine Harding	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b> 5419223226x105
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[Christine Harding Resignation.pdf](#)

<b>Summary Statement:</b> Approve resignation and declare vacancy.
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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**Nanci Sandoval**

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**From:** Christine Harding <hardingkc2@gmail.com>  
**Sent:** Wednesday, October 21, 2020 6:58 PM  
**To:** Nanci Sandoval  
**Subject:** Re: Expiring Committee/Board Terms

I resign from the Library board as well as the Budget Committee.

Thank you  
Christine Harding.

On Wed, Sep 30, 2020 at 5:00 PM Nanci Sandoval <[Nanci@umatilla-city.org](mailto:Nanci@umatilla-city.org)> wrote:

Hello All,

This is your first friendly reminder that your term for your respective committee/board will be expiring at the end of the year (12/31/2020). Please let us know if you will not be reapplying. If you are reapplying, please fill out the application attached, and return it to me by November 20<sup>th</sup> at noon.

Thank you,

NS

**Nanci Sandoval**

City Recorder

City of Umatilla

PO BOX 130

Umatilla, OR 97882

(541) 922-3226 ext. 105

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Budget Committee Resignation - Christine Harding	<b>Meeting Date:</b> 2020-11-03
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<b>Department:</b> City Administration	<b>Director:</b> David Stockdale	<b>Contact Person:</b> David Stockdale	<b>Phone Number:</b> 5419223226x105
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[Christine Harding Resignation.pdf](#)

<b>Summary Statement:</b> Approve resignation and declare vacancy.
---

<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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**Nanci Sandoval**

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**From:** Christine Harding <hardingkc2@gmail.com>  
**Sent:** Wednesday, October 21, 2020 6:58 PM  
**To:** Nanci Sandoval  
**Subject:** Re: Expiring Committee/Board Terms

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Thank you,

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**Nanci Sandoval**

City Recorder

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